AGENDA

CITY OF ORMOND BEACH, FLORIDA

CITY COMMISSION MEETING

June 6, 2023

7:00 PM

Mayor Bill Partington

Zone 1 - Commissioner Lori Tolland
Zone 2 - Commissioner Travis Sargent
Zone 3 - Commissioner Susan Persis
Zone 4 - Commissioner Harold Briley

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

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1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS AND PROCLAMATIONS

A. Grow the Loop

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - May 16, 2023

7. CONSENT AGENDA

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

A. **RESOLUTION NO. 2023-96**: A RESOLUTION OF THE CITY OF ORMOND BEACH ENDORSING THE CITY'S 2023-2027 STRATEGIC ECONOMIC DEVELOPMENT PLAN; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2023-97:** A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PLAN FOR THE 2023-2024 FISCAL YEAR; AFFIRMING AND RATIFYING ALL ACTION TAKEN IN FURTHERANCE THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2023-98:** A RESOLUTION AUTHORIZING THE EXECUTION OF A STANDARD GRANT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR FUNDING ASSISTANCE REGARDING THE SEPTIC TO SEWER CONVERSION PROJECT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2023-99:** A RESOLUTION ACCEPTING A BID FROM ALPHA GENERAL SERVICES, LLC FOR THE PURCHASE OF PRETREATMENT EFFLUENT PUMPS ON AN AS-NEEDED BASIS, UNDER BID NO. 2023-21; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2023-100:** A RESOLUTION ACCEPTING THE BID OF SANDERSON CONCRETE CONSTRUCTION, INC. REGARDING THE NORTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS PROJECT, UNDER BID NO. 2023-12; REJECTING ALL OTHER BIDS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2023-101:** A RESOLUTION ACCEPTING A PROPOSAL FROM PARKER MYNCHENBERG & ASSOCIATES, INC. TO PROVIDE DESIGN SERVICES REGARDING THE CONSTRUCTION OF NEW FILTERS 5 AND 6 AND A NEW MAINTENANCE FACILITY AT THE WATER TREATMENT PLANT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2023-102:** A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR POND FOUNTAIN MAINTENANCE AND REPAIRS FROM EDENFIELD CORPORATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **RESOLUTION NO. 2023-103:** A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION BETWEEN THE CITY OF ORMOND BEACH AND UNIVERSAL ENGINEERING SCIENCES, INC. FOR THE PROVISION OF BUILDING INSPECTION SERVICES ON AN AS-NEEDED BASIS; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

I. **RESOLUTION NO. 2023-104:** A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF JAMES C. PARSONS AND CARRIE QUINN, RELEASING A SEWER EASEMENT LOCATED WITHIN THE REAR YARD AT 362 RIVERSIDE DRIVE; PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

J. **RESOLUTION NO. 2023-105:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT FROM JAMES C. PARSONS AND CARRIE QUINN FOR PROPERTY LOCATED AT 362 RIVERSIDE DRIVE, IN CONJUNCTION WITH A SEWER RELOCATION PROJECT; AND SETTING FORTH AN EFFECTIVE DATE.

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

K. **RESOLUTION NO. 2023-106:** A RESOLUTION APPROVING THE APPLICATION OF LOW AND SLOW AVIATION LLC D/B/A/ CUBFLYING.COM, TO PROVIDE SERVICES AS A CATEGORY 2 FIXED BASE OPERATOR AT THE ORMOND BEACH MUNICIPAL AIRPORT; ESTABLISHING CONDITIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

L. **RESOLUTION NO. 2023-107:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO THE EXISTING AGREEMENT WITH TYLER TECHNOLOGIES INC., REGARDING AN ENTERPRISE RESOURCE SYSTEM DOCUMENT MANAGEMENT PROGRAM, INCLUDING IMPLEMENTATION, HOSTING AND MAINTENANCE SERVICES; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

M. **Intent to Bid - Annual Supply of Chemicals for Water and Wastewater**

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

Disposition: Approve as recommended in the City Manager memorandum dated June 6, 2023.

N. **Intent to Bid - Doug Thomas Way Extension**

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

Disposition: Approve as recommended in the City Manager memorandum dated June 6, 2023.

O. **Intent to Bid - Arbor Drive Drainage Improvements**

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

Disposition: Approve as recommended in the City Manager memorandum dated June 6, 2023.

P. **Bid Rejection for 2022 Water Treatment Plant Improvements, Bid No. 2022-15**

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

Disposition: Approve as recommended in the City Manager memorandum dated June 6, 2023.

8. PUBLIC HEARINGS

A. **ORDINANCE NO. 2023-09:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE TWO PARCELS OF REAL PROPERTY CONSISTING OF APPROXIMATELY 19.62 ACRES LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243) FROM VOLUSIA COUNTY RC, RESOURCE CORRIDOR, VOLUSIA COUNTY A-2, AGRICULTURE, AND ORMOND BEACH B-8, COMMERCIAL, TO PLANNED BUSINESS DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

B. **ORDINANCE NO. 2023-10:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243), TO BE KNOWN AS THE “TYMBER CREEK APARTMENTS”; AUTHORIZING THE DEVELOPMENT OF 270 MULTI-FAMILY RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

C. **ORDINANCE NO. 2023-25:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND

DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE NINE (9) CERTAIN PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 103.45 ACRES LOCATED SOUTH OF PLANTATION OAKS BOULEVARD, EAST OF ADDISON DRIVE, NORTH OF THE VILLAGE OF PINE RUN SUBDIVISION, AND WEST OF THE PLANTATION OAKS SUBDIVISION (VOLUSIA COUNTY PARCEL NUMBERS: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, AND 3136-01-24-0050) FROM VOLUSIA COUNTY R-4, URBAN SINGLE-FAMILY RESIDENTIAL, AND ORMOND BEACH B-8, COMMERCIAL, TO ORMOND BEACH, PLANNED RESIDENTIAL DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

D. **ORDINANCE NO. 2023-26:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER FOR THE "RIDGEHAVEN" SUBDIVISION, AUTHORIZING A SUBDIVISION OF 286 LOTS ON APPROXIMATELY 103.45 ACRES TO BE LOCATED SOUTH OF PLANTATION OAKS BOULEVARD, EAST OF ADDISON DRIVE, NORTH OF THE VILLAGE OF PINE RUN SUBDIVISION, AND WEST OF THE PLANTATION OAKS SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

E. **ORDINANCE NO. 2023-27:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE PARCEL OF REAL PROPERTY TOTALING 3.06± ACRES LOCATED AT 1755 NORTH U.S. HIGHWAY 1 (VOLUSIA COUNTY PARCEL NUMBER 3126-00-00-0150) FROM "LOW INTENSITY COMMERCIAL" TO "LIGHT INDUSTRIAL/UTILITIES"; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

F. **ORDINANCE NO. 2023-28:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE ONE PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 3.06 ACRES LOCATED AT 1755 NORTH U.S. HIGHWAY 1 (VOLUSIA COUNTY PARCEL NUMBER 3126-00-00-0150), FROM B-7, HIGHWAY TOURIST COMMERCIAL, TO I-1, LIGHT

INDUSTRIAL; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

G. **ORDINANCE NO. 2023-29:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-21, T-2, MANUFACTURED HOME ZONING DISTRICT, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY CREATING SPECIAL STANDARDS FOR PREVIOUSLY EXISTING MANUFACTURED/MOBILE HOME PARKS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

H. **ORDINANCE NO. 2023-30:** AN ORDINANCE AMENDING SECTION 1-25, RESERVED, OF ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, OF CHAPTER 1, GENERAL ADMINISTRATION, TO IMPLEMENT THE WATER AND WASTEWATER UTILITY SYSTEM CONNECTION FEE STUDY BY CREATING THE WATER AND WASTEWATER CONNECTION FEE SECTION; AMENDING SECTION 1-26, MOBILITY FEE, OF ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, OF CHAPTER 1, GENERAL ADMINISTRATION, TO AMEND THE PERSON TRIP MOBILITY FEE PER THE MUNICIPAL IMPACT FEE STUDY; AMENDING SECTION 1-27, IMPACT FEES, OF ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, OF CHAPTER 1, GENERAL ADMINISTRATION, TO DELETE STORMWATER IMPACT FEES, AMEND LOCAL ROAD IMPACT FEES, AND CREATE POLICE AND FIRE IMPACT FEES PER THE MUNICIPAL IMPACT FEE STUDY AND POLICE AND FIRE IMPACT FEE STUDY; AMENDING SECTION 1-30, CERTIFICATE OF CONCURRENCY REQUIRED, OF ARTICLE V, CONCURRENCY MANAGEMENT, OF CHAPTER 1, GENERAL ADMINISTRATION; AMENDING SECTION 3-57, POTABLE WATER SYSTEM, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-59, SANITARY SEWER SYSTEMS, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-60 RECLAIMED WATER SYSTEMS, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-61, UTILITY LINE EXTENSIONS, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-62, WHOLESALE SALE OF POTABLE WATER, SEWAGE TREATMENT OR RECLAIMED WATER, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-65, INTERIM PACKAGE-TYPE WASTEWATER

TREATMENT FACILITIES, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, TO IMPLEMENT THE RECOMMENDATIONS OF THE WATER AND WASTEWATER UTILITY SYSTEM CONNECTION FEE STUDY, MUNICIPAL IMPACT FEE STUDY, AND POLICE & FIRE IMPACT FEE STUDY; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

I. **ORDINANCE NO. 2023-31:** AN ORDINANCE AMENDING SECTION 8-10, APPLICATION PROCESSING FEES, OF ARTICLE I, IN GENERAL, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 8-421, PURPOSE AND INTENT, OF ARTICLE IX, IMPACT FEES, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 8-422, FEES IMPOSED, OF ARTICLE IX, IMPACT FEES, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 8-423, IMPACT FEE FINANCING, OF ARTICLE IX, IMPACT FEES, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 22-2, DETERMINATION OF EQUIVALENT LIVING UNITS, OF DIVISION 1, GENERALLY, OF ARTICLE I, WATER, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-29, SPECIAL PROVISIONS FOR WATER FOR IRRIGATION AND SWIMMING POOLS, OF DIVISION 2, RATES AND CHARGES, OF ARTICLE I, WATER, OF CHAPTER 22, WATER AND SEWERS; REPEALING SECTION 22-115, FEE IMPOSED; SCHEDULE, OF ARTICLE III, IMPACT FEE FOR SYSTEM EXTENSIONS, OF CHAPTER 22, WATER AND SEWERS; REPEALING SECTION 22-118, PROPERTY SUBJECT TO FEE; METHOD OF PAYMENT, OF ARTICLE III, IMPACT FEE FOR SYSTEM EXTENSIONS, OF CHAPTER 22, WATER AND SEWERS; REPEALING SECTION 22-119, IMPACT FEE FINANCING, OF ARTICLE III, IMPACT FEE FOR SYSTEM EXTENSIONS, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-132, LEGISLATIVE FINDINGS; PURPOSE, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-133, SERVICE AREA, DEFINED, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-135, RATES FOR WATER AND SEWER SERVICES; IMPACT FEES, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-140, IMPACT FEES, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-162, BOUNDARIES AND PURPOSE, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-165, IMPACT

FEES, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-168, OUTSIDE CITY SERVICE, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; AND AMENDING SECTION 22-169, CONNECTIONS REQUIRED, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH TO IMPLEMENT THE RECOMMENDATIONS OF THE WATER AND WASTEWATER UTILITY SYSTEM CONNECTION FEE STUDY, MUNICIPAL IMPACT FEE STUDY, AND POLICE & FIRE IMPACT FEE STUDY; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

J. **ORDINANCE NO. 2023-33:** AN ORDINANCE ANNEXING A PORTION OF HARMONY AVENUE RIGHT-OF-WAY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT THE INTERSECTION OF HULL ROAD AND HARMONY AVENUE, BISECTING 1399 HULL TRAIL; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE RIGHT-OF-WAY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE RIGHT-OF-WAY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE RIGHT-OF-WAY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

K. **RESOLUTION NO. 2023-108:** A RESOLUTION OF THE CITY OF ORMOND BEACH, FLORIDA CITY COMMISSION, VACATING PORTIONS OF THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; PROVIDING FOR VACATION OF PLAT; PROVIDING FOR IMPLEMENTING ACTIONS; AND SETTING FORTH AN EFFECTIVE DATE.

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

L. **RESOLUTION NO. 2023-109:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR THE "RIDGEHAVEN" SUBDIVISION, A PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. FIRST READING OF ORDINANCES

A. **ORDINANCE NO. 2023-34:** AN ORDINANCE AMENDING SECTION 5-1, DEFINITIONS, OF ARTICLE I, IN GENERAL, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-10, ANIMALS CONSTITUTING A

NUISANCE PROHIBITED, OF ARTICLE I, IN GENERAL, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-13, FEEDING OF FERAL OR STRAY ANIMALS PROHIBITED, OF ARTICLE I, IN GENERAL, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-23, RUNNING AT LARGE PROHIBITED OF ARTICLE II, LIVESTOCK, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-25, NOTICE OF IMPOUNDING, OF ARTICLE II, LIVESTOCK, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-62, LICENSES ANNUAL; FEE, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-67, DUPLICATE TAGS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-69, RUNNING AT LARGE PROHIBITED, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING 5-70, IMPOUNDING OF VIOLATORS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-72, RESPONSIBILITY FOR PAYMENT AND RECLAIMING AFTER IMPOUNDMENT, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-78, DANGEROUS DOGS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-79, EXCEPTIONS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-80, INVESTIGATION AND DETERMINATION OF DANGEROUS DOG, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-81, ACTION TO BE TAKEN BY OWNERS/KEEPERS OF DANGEROUS DOGS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-82, RESERVED, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-83, OPTIONAL ACTION, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. SECOND READING OF ORDINANCES

A. **ORDINANCE NO. 2023-32:** AN ORDINANCE AMENDING SECTION 2-221, LEISURE SERVICES ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, BY AMENDING COMPOSITION AND TERMS; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

May 16, 2023	**7:00 p.m.**	**Commission Chambers**

Present: Mayor Bill Partington, Commissioners Lori Tolland, Travis Sargent, Susan Persis and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Claire Whitley and City Clerk Susan Carroll Dauderis.

A G E N D A

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS AND PROCLAMATIONS

A. Kiwanis READS!

B. 2023 Mayor's Health and Fitness Challenge Awards

C. Civil Air Patrol Awards

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - May 2, 2023

7. COMMUNITY REDEVELOPMENT AGENCY

A. **RESOLUTION NO. 2023-89**: A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM ZEV COHEN & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE GRANADA BLVD. STREETSCAPE BANDING PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**

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

8. CONSENT AGENDA

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

A. **RESOLUTION NO. 2023-89**: A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM ZEV COHEN & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE GRANADA BLVD. STREETSCAPE BANDING PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2023-90**: A RESOLUTION ACCEPTING A BID FROM BLISS PRODUCTS AND SERVICES, INC. FOR CONSTRUCTION SERVICES REGARDING REPLACEMENT OF THE PAVILION AT THE SOUTH ORMOND NEIGHBORHOOD

CENTER, UNDER BID NO. 2023-17; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2023-91:** A RESOLUTION ACCEPTING THE BID OF B&B OUTDOOR, LLC REGARDING THE 2023 SHELL PARKING RESTORATION PROJECT, UNDER BID NO. 2023-23; REJECTING ALL OTHER BIDS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2023-92:** A RESOLUTION ACCEPTING THE PROPOSAL OF PLAYCORE, INC. D/B/A GAMETIME REGARDING THE PURCHASE AND INSTALLATION OF OUTDOOR FITNESS EQUIPMENT AT NOVA COMMUNITY PARK; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2023-93:** A RESOLUTION AUTHORIZING THE EXECUTION OF A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2023-94:** A RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL OF LEASE AND USE AGREEMENT BETWEEN THE CITY AND COUNCIL ON AGING OF VOLUSIA COUNTY, INC. FOR THE MANAGEMENT AND OPERATION OF THE ORMOND BEACH SENIOR CENTER; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2023-95:** A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE LEISURE SERVICES ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **Auto Renewal - Ghyabi Consulting Management, LLC Agreement**

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

Disposition: Approve as recommended in the City Manager memorandum dated May 16, 2023.

I. **Intent to Bid - Downtown East Granada Utility Undergrounding**

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

Disposition: Approve as recommended in the City Manager memorandum dated May 16, 2023.

J. **Request for Proposals - Andy Romano Park Reconstruction**

Design

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

Disposition: Approve as recommended in the City Manager memorandum dated May 16, 2023.

K. **Auto Renewal - Fireworks by Santore**

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

Disposition: Approve as recommended in the City Manager memorandum dated May 16, 2023.

L. **Auto Renewal - Yellowstone Landscape Agreement for Grounds Maintenance**

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

Disposition: Approve as recommended in the City Manager memorandum dated May 16, 2023.

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

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

Disposition: Approve as recommended in the City Manager memorandum dated May 16, 2023.

9. PUBLIC HEARINGS

A. **ORDINANCE NO. 2023-24:** AN ORDINANCE ANNEXING TWO PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 860 HULL ROAD (VOLUSIA COUNTY PARCEL NUMBER: 4238-01-14-0020) AND 1399 HULL TRAIL (VOLUSIA COUNTY PARCEL NUMBER: 4238-01-16-0010); SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

B. **ORDINANCE NO. 2023-09:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE TWO PARCELS OF REAL PROPERTY CONSISTING OF APPROXIMATELY 19.62 ACRES LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243) FROM VOLUSIA COUNTY RC, RESOURCE CORRIDOR, VOLUSIA COUNTY A-2, AGRICULTURE, AND ORMOND BEACH B-8, COMMERCIAL, TO PLANNED BUSINESS DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **ORDINANCE NO. 2023-10:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243), TO BE KNOWN AS THE "TYMBER CREEK APARTMENTS"; AUTHORIZING THE DEVELOPMENT OF 270 MULTI-FAMILY RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **ORDINANCE NO. 2023-25:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE NINE (9) CERTAIN PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 103.45 ACRES LOCATED SOUTH OF PLANTATION OAKS BOULEVARD, EAST OF ADDISON DRIVE, NORTH OF THE VILLAGE OF PINE RUN SUBDIVISION, AND WEST OF THE PLANTATION OAKS SUBDIVISION (VOLUSIA COUNTY PARCEL NUMBERS: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-1-33-0080, 3136-01-01-0020, 3136-01-23-0060, AND 3136-01-24-0050) FROM VOLUSIA COUNTY R-4, URBAN SINGLE-FAMILY RESIDENTIAL, AND ORMOND BEACH B-8, COMMERCIAL, TO ORMOND BEACH, PLANNED RESIDENTIAL DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **ORDINANCE NO. 2023-26:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER FOR THE "RIDGEHAVEN" SUBDIVISION, AUTHORIZING A SUBDIVISION OF 286 LOTS ON APPROXIMATELY 103.45 ACRES TO BE LOCATED SOUTH OF PLANTATION OAKS BOULEVARD, EAST OF ADDISON DRIVE, NORTH OF THE VILLAGE OF PINE RUN SUBDIVISION, AND WEST OF THE PLANTATION OAKS SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **ORDINANCE NO. 2023-27:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE PARCEL OF REAL PROPERTY TOTALING 3.06± ACRES LOCATED AT 1755 NORTH U.S. HIGHWAY 1 (VOLUSIA COUNTY PARCEL NUMBER 3126-00-00-0150) FROM "LOW INTENSITY COMMERCIAL" TO "LIGHT INDUSTRIAL/UTILITIES"; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **ORDINANCE NO. 2023-28:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE ONE PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 3.06 ACRES LOCATED AT 1755 NORTH U.S. HIGHWAY 1 (VOLUSIA COUNTY PARCEL NUMBER 3126-00-00-0150), FROM B-7, HIGHWAY TOURIST COMMERCIAL, TO I-1, LIGHT INDUSTRIAL; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **ORDINANCE NO. 2023-29:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-21, T-2, MANUFACTURED HOME ZONING DISTRICT, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY CREATING SPECIAL STANDARDS FOR PREVIOUSLY EXISTING MANUFACTURED/MOBILE HOME PARKS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

I. **ORDINANCE NO. 2023-30:** AN ORDINANCE AMENDING SECTION 1-25, RESERVED, OF ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, OF CHAPTER 1, GENERAL ADMINISTRATION, TO IMPLEMENT THE WATER AND WASTEWATER UTILITY SYSTEM CONNECTION FEE STUDY BY CREATING THE WATER AND WASTEWATER CONNECTION FEE SECTION; AMENDING SECTION 1-26, MOBILITY FEE, OF ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, OF CHAPTER 1, GENERAL ADMINISTRATION, TO AMEND THE PERSON TRIP MOBILITY FEE PER THE MUNICIPAL IMPACT FEE STUDY; AMENDING SECTION 1-27, IMPACT FEES, OF ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, OF CHAPTER 1, GENERAL ADMINISTRATION, TO DELETE STORMWATER IMPACT FEES, AMEND LOCAL ROAD IMPACT FEES, AND CREATE POLICE AND FIRE IMPACT FEES PER THE MUNICIPAL IMPACT FEE STUDY AND POLICE AND FIRE IMPACT FEE STUDY; AMENDING SECTION 1-30, CERTIFICATE OF CONCURRENCY REQUIRED, OF ARTICLE V, CONCURRENCY MANAGEMENT, OF CHAPTER 1, GENERAL ADMINISTRATION; AMENDING SECTION 3-57, POTABLE WATER SYSTEM, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-59, SANITARY SEWER SYSTEMS, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-60 RECLAIMED WATER SYSTEMS, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-61, UTILITY LINE EXTENSIONS, OF ARTICLE V, UTILITY AND INFRASTRUCTURE

DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-62, WHOLESALE SALE OF POTABLE WATER, SEWAGE TREATMENT OR RECLAIMED WATER, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-65, INTERIM PACKAGE-TYPE WASTEWATER TREATMENT FACILITIES, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, TO IMPLEMENT THE RECOMMENDATIONS OF THE WATER AND WASTEWATER UTILITY SYSTEM CONNECTION FEE STUDY, MUNICIPAL IMPACT FEE STUDY, AND POLICE & FIRE IMPACT FEE STUDY; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

J. **ORDINANCE NO. 2023-31:** AN ORDINANCE AMENDING SECTION 8-10, APPLICATION PROCESSING FEES, OF ARTICLE I, IN GENERAL, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 8-421, PURPOSE AND INTENT, OF ARTICLE IX, IMPACT FEES, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 8-422, FEES IMPOSED, OF ARTICLE IX, IMPACT FEES, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 8-423, IMPACT FEE FINANCING, OF ARTICLE IX, IMPACT FEES, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 22-2, DETERMINATION OF EQUIVALENT LIVING UNITS, OF DIVISION 1, GENERALLY, OF ARTICLE I, WATER, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-29, SPECIAL PROVISIONS FOR WATER FOR IRRIGATION AND SWIMMING POOLS, OF DIVISION 2, RATES AND CHARGES, OF ARTICLE I, WATER, OF CHAPTER 22, WATER AND SEWERS; REPEALING SECTION 22-115, FEE IMPOSED; SCHEDULE, OF ARTICLE III, IMPACT FEE FOR SYSTEM EXTENSIONS, OF CHAPTER 22, WATER AND SEWERS; REPEALING SECTION 22-118, PROPERTY SUBJECT TO FEE; METHOD OF PAYMENT, OF ARTICLE III, IMPACT FEE FOR SYSTEM EXTENSIONS, OF CHAPTER 22, WATER AND SEWERS; REPEALING SECTION 22-119, IMPACT FEE FINANCING, OF ARTICLE III, IMPACT FEE FOR SYSTEM EXTENSIONS, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-132, LEGISLATIVE FINDINGS; PURPOSE, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-133, SERVICE AREA, DEFINED, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-135, RATES FOR WATER AND SEWER SERVICES; IMPACT FEES, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-140, IMPACT FEES, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-162, BOUNDARIES AND PURPOSE, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-165, IMPACT FEES, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-168, OUTSIDE CITY

SERVICE, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; AND AMENDING SECTION 22-169, CONNECTIONS REQUIRED, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH TO IMPLEMENT THE RECOMMENDATIONS OF THE WATER AND WASTEWATER UTILITY SYSTEM CONNECTION FEE STUDY, MUNICIPAL IMPACT FEE STUDY, AND POLICE & FIRE IMPACT FEE STUDY; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. FIRST READING OF ORDINANCES

A. **ORDINANCE NO. 2023-32:** AN ORDINANCE AMENDING SECTION 2-221, LEISURE SERVICES ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, BY AMENDING COMPOSITION AND TERMS; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

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

11. DISCUSSION AND DIRECTION ITEMS

A. FDOT North A1A Project Update

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

12. REPORTS, SUGGESTIONS, REQUESTS

13. ADJOURNMENT

M I N U T E S

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Evangelist John Jayaseelan, Bethel Ministries, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentation and Proclamations

Item 4A – Kiwanis READS!

Mayor Partington presented a proclamation to recognize the Kiwanis Ormond Beach READS! Kick-Off Day and summer reading challenge. He urged residents to engage in activities to promote literacy for elementary aged school children.

Mr. Alan Burton, Ormond Beach Kiwanis Representative, thanked the Commission for their support and discussed the program.

Item 4C – Civil Air Patrol Awards

Mayor Partington presented a promotion certificate to Major Kristen Miller for her promotion from Captain to Major.

Major Miller presented certificates of appreciation and certificates of completion to those involved with the Civil Air Patrols Marksmanship Training and the Emergency Response Training Exercises.

Item 4B – 2023 Mayor's Health and Fitness Challenge Awards

Mayor Partington thanked the sponsors of the 2023 Mayor's Health and Fitness Challenge include the Champion Sponsors Advent Health Daytona Beach, Florida Health Care Plans and Revive Fitness & Lifestyle; Gold Sponsor Halifax Health; Silver Sponsor Prime IV Hydration & Wellness; and Bronze Sponsors After Body Meals, Elite Therapeutics Body & Skincare and Michelle Cecchini. He announced the winners from each age group including Mr. Zach Stohner, Ms. Carlee McKiney, Mr. Justin Soard, Mr. Sam West, Mr. Jeff Massey and Ms. Terri Hester.

Item #5 – Audience Remarks

Ms. Debbie Kruck-Forrester, 15 Brookwood Drive, invited the Commission to the One-year Anniversary event for the Veteran Museum and Education Center on June 3, 2023. She discussed the event and tokens that would be provided to all veterans and first responders who attended the event.

Ms. Eva Knipple, 380 North Ridgewood Avenue, discussed concerns regarding the traffic in her neighborhood. She requested the Commission look into adding speed bumps, pedestrian cross walks and signs.

Ms. Judy Dragon, 33 Wilmette Drive, expressed concerns regarding traffic on her street and requested speed bumps and inquired if petitions were needed to assist with the concerns.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes of the May 2, 2023, meeting had been sent to the Commission for review and were posted on the city's website for public viewing. He asked for any corrections, additions, or omissions. He stated hearing no corrections, the minutes would stand approved as presented.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of the May 2, 2023, City Commission meetings minutes.

The motion passed by voice vote.

Item #7 – Community Redevelopment Agency

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

Mayor Partington recessed the City Commission meeting, called the CRA meeting to order, and opened the public hearings, at 7:38 p.m.

Item #7A – Work Authorization - Zev Cohen & Associates, Inc. for Construction Administration Services, Granada Blvd Streetscape Banding Project

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-89

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM ZEV COHEN & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE GRANADA BLVD. STREETSCAPE BANDING PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Resolution No. 2023-89, as read by title only.

The motion passed by voice vote.

Mayor Partington closed the public hearing, adjourned the CRA meeting, and reconvened the City Commission meeting at 7:40 p.m.

Item #8 – Consent Agenda

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

Commissioner Sargent requested for Item 8L pulled from the Consent Agenda.

Ms. Joyce Shanahan, City Manager, requested for Item 8F removed from the agenda for staff to bring back at a later meeting.

Commissioner Persis moved, seconded by Commissioner Briley, for approval of the consent agenda, absent Items 8F and 8L.

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

Item #8L – Auto Renewal - Yellowstone Landscape Agreement for Grounds Maintenance

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of Item 8L.

Commissioner Sargent reviewed the history of the contract with Yellowstone Landscape (Yellowstone) and noted there was a 58 percent increase since the original contract in 2012 and inquired if jail inmates could assist with landscaping and help lower the costs; whereby, Ms. Shanahan stated many facilities and parks were added to the contract since 2012 and noted she believed the jail no longer allowed inmates to assist with the landscaping in the city. Commissioner Sargent requested Yellowstone do a better job with bagging debris, weeding and the excess mulch removed before adding new.

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

Comments on the Consent Agenda

Commissioner Tolland and Commissioner Briley were supportive of removing the excess mulch as Commission Sargent requested from Item 8L regarding the auto-renewal of the Yellowstone Landscape agreement for grounds maintenance.

Item #9 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #9A – Annexation, 860 Hull Road and 1399 Hull Trail, Halifax Paving

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-24

AN ORDINANCE ANNEXING TWO PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 860 HULL ROAD (VOLUSIA COUNTY PARCEL NUMBER: 4238-01-14-0020) AND 1399 HULL TRAIL (VOLUSIA COUNTY PARCEL NUMBER: 4238-01-16-0010); SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF

ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Briley, for approval of Ordinance No. 2023-24, on second reading, as read by title only.

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

Item #9B – Zoning Map Amendment, Tymber Creek Apartments

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-09

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE TWO PARCELS OF REAL PROPERTY CONSISTING OF APPROXIMATELY 19.62 ACRES LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243) FROM VOLUSIA COUNTY RC, RESOURCE CORRIDOR, VOLUSIA COUNTY A-2, AGRICULTURE, AND ORMOND BEACH B-8, COMMERCIAL, TO PLANNED BUSINESS DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Randy Hayes, City Attorney, stated the Commission was voting on the zoning piece of the development and the next item 9C was for the Development Order.

Mr. Steven Spraker, Planning Director, reviewed the two items and explained the site plan was updated since it was brought before the Planning Board. He reviewed the changes including removal of a building, enlargement of some buildings and reduced the number of units to 270. He discussed the elements of the development that exceeded what the code required including natural preservation and buffers. He noted the correspondence provided in the agenda packet and explained a letter of support was recently received from the Moss Point subdivision. He reviewed the Live Local Act that would go into effect on July 1, 2023. He noted the Planning Board recommended denial.

Commissioner Briley inquired if the Live Local Act was restricted to city limits and would not include the height of the hospital which was in Daytona; whereby, Mr. Spraker stated that was correct.

Commissioner Persis asked how many trees in the resource corridor made up the total percentage of the 28 percent of trees being saved; whereby, Mr. Spraker indicated he was unsure of an exact percentage but noted it would be around 40 to 50 percent. She stated she was in contact with the Moss Point subdivision and worked with them on their concerns and requested the following be clarified; no more than 270 units, access from Tymber Creek Road was emergency access only, make sure the ingress and egress were safe, the height limit was three stories, the natural preservation was 5.44 acres, and setbacks were as generous as they could be. She noted the Moss Point subdivision would like to request a no U-Turn sign be placed at the Moss Point and Tymber Creek Road intersection; whereby, Mr. Spraker explained Tymber Creek Road was a Volsuia County road and staff or the developer could request for a sign but it was not up to the city to decide.

Commissioner Tolland inquired about the wall Indian Springs requested; whereby, Mr. Spraker pointed out where the wall would be on the map displayed, noting the entire property had fencing or a wall.

Commissioner Sargent questioned when an elevator was required and the number of parking spots per unit; whereby, Mr. Spraker indicated with a fourth floor for an elevator requirement and 2 parking spots per unit.

Mr. Mark Watts, Cobb Cole, reviewed the project and the Live local Act, noting the developer was supportive of the commitments made to the community and surrounding subdivisions.

Mr. John Dietz, 10 Moss Point Drive, stated while the Moss Point subdivision supports the project they were not excited about the 270 units. He voiced concerns regarding the infrastructure of the city.

Dr. Richard Weisi, 12 Moss Point Drive, expressed concerns regarding the potential Live Local Act and explained Moss Point was supportive of the proposed project with the conditions and promises Commissioner Persis reviewed.

Mr. Jim Mozo, 74 Caladium Drive, discussed concerns regarding the traffic, Live Local Act and a 30-year commitment from the developer.

Mr. Troy Railsback, 27 Indian Springs Drive, stated he represented the Indian Springs Home Owner Association. He thanked the developer for taking their needs into consideration for the project and expressed support of the project. He noted the Commission should set lasting and managing precedent and expectations for this type of development in the decision-making process.

Commissioner Briley requested Dr. Jeffrey Sharkey speak on the Live Local Act and stated the Commission supported affordable housing inquiring if consideration was given to concurrency related to city infrastructure; whereby, Mr. Sharkey stated the act was an experiment to get developers to think how to incorporate affordability into their developments. Commissioner Briley clarified it was a 13-year experiment which expired in 2035.

Commissioner Tolland inquired if consideration was taken related to the size of the city; whereby, Dr. Sharkey indicated there was discussion but the bill moved very quickly.

Mr. Watts stated the bill would not exempt a project from concurrency, noting the current proposed project met the concurrency standards.

Commissioner Sargent discussed his concerns regarding the density related to the infrastructure.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Ordinance No. 2023-09, on first reading, as read by title only.

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

Commissioner Persis stated while she would have been a no vote at the April 18, 2023 City Commission meeting due to the infrastructure issues, she explained she spoke with residents of Moss Point and Indian Springs and was supportive of the project.

Commissioner Tolland explained her vote was not given lightly, and thanked the applicant for honoring and respecting the requests from the residents of Moss Point and Indian Springs. She voiced concerns regarding the density and Live Local Act.

Commissioner Briley disclosed he met with the applicant and with Moss Point and Indian Springs residents. He expressed concerns regarding the density but would approve the project over what could come with the Live Local Act.

<u>Item #9C – Issuance of a Development Order, Tymber Creek Apartments, Planned Business Development</u>

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-10

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243), TO BE KNOWN AS THE "TYMBER CREEK APARTMENTS"; AUTHORIZING THE DEVELOPMENT OF 270 MULTI-FAMILY RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Persis moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2023-10, on first reading, as read by title only.

Call Vote:	Commissioner Sargent	No
	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Partington	Yes

Item #9D – RidgeHaven Subdivision, Zoning Map Amendment

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-25

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE NINE (9) CERTAIN PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 103.45 ACRES LOCATED SOUTH OF PLANTATION OAKS BOULEVARD, EAST OF ADDISON DRIVE, NORTH OF THE VILLAGE OF PINE RUN SUBDIVISION, AND WEST OF THE PLANTATION OAKS SUBDIVISION (VOLUSIA COUNTY PARCEL NUMBERS: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, AND 3136-01-24-0050) FROM VOLUSIA COUNTY R-4, URBAN SINGLE-FAMILY RESIDENTIAL, AND ORMOND BEACH B-8, COMMERCIAL, TO ORMOND BEACH, PLANNED RESIDENTIAL DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker the item and next item 9E was for a zoning map amendment and issuance of a development order. He explained the developer was planning on keeping the Volusia County zoning and utilizing the city sewer and water noting now the developer would like a low-density and medium-density residential subdivision. He stated the applicant went through the process and noted the maximum number of units was 298 units based on the land use. He explained the zoning would be to a Planned Residential Development (PRD). He reviewed future steps and current project details including 286 units, types of units including townhomes and duplexes, restricted access and the concurrency analysis. He reviewed the environmental and recreational elements. He noted there was one letter of objection. He stated the Planning Board recommended approval.

Commissioner Briley inquired if the outparcels would remain in Volusia County; whereby, Mr. Spraker stated that was correct, the three parcels would fall under the Interlocal Boundary Agreement (ISBA).

Commissioner Tolland inquired if the project had a baffle box added on Addison Drive canal; whereby, Mr. Spraker stated that was correct, Ormond Lakes subdivision had concerns regarding drainage and that the drainage regarding Ormond Lakes was in the Stormwater Master Plan for year 1.

Mr. Glenn Storch, Storch Firm Law Firm, reviewed the history of the project. He discussed the density, wetlands, natural buffers and vegetation, trees, quality of life, enhanced amenities, irrigation and stormwater, neighboring subdivisions, neighborhood meetings and access to the property.

Commissioner Persis expressed her support of the project including the density, native plants, dog park, buffers, playground, street signs and addition of trees.

Commissioner Briley discussed his support of the project and the drainage to help the area and surrounding neighborhoods.

Commissioner Tolland requested the trees be native; whereby, Mr. Storch stated the attempt was for the trees to be native but the vegetation may not be.

Commissioner Tolland moved, seconded by Commissioner Persis, for approval of Ordinance No. 2023-25, on first reading, as read by title only.

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

Item #9E – RidgeHaven Subdivision, Issuance of a Development Order

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-26

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER FOR THE "RIDGEHAVEN" SUBDIVISION, AUTHORIZING A SUBDIVISION OF 286 LOTS ON APPROXIMATELY 103.45 ACRES TO BE LOCATED SOUTH OF PLANTATION OAKS BOULEVARD, EAST OF ADDISON DRIVE, NORTH OF THE VILLAGE OF PINE RUN SUBDIVISION, AND WEST OF THE PLANTATION OAKS SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2023-26, on first reading, as read by title only.

Mayor Partington discussed his support of the project.

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

Item #9F – 1755 North U.S. Highway 1, Comprehensive Plan Future Land Use Map Amendment

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-27

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE PARCEL OF REAL PROPERTY TOTALING 3.06± ACRES LOCATED AT 1755 NORTH U.S. HIGHWAY 1 (VOLUSIA COUNTY PARCEL NUMBER 3126-00-00-0150) FROM "LOW INTENSITY COMMERCIAL" TO "LIGHT INDUSTRIAL/UTILITIES"; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker stated the applicant bought the property with the intention of moving Wayne's Solar to the property noting the Land Use was set for Low Intensity Commercial and the item was to change to Light Industrial/Utilities.

Commissioner Sargent moved, seconded by Commissioner Briley, for approval of Ordinance No. 2023-27, on first reading, as read by title only.

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

Item #9G – 1755 North U.S. Highway 1, Zoning Map Amendment

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-28

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE ONE PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 3.06 ACRES LOCATED AT 1755 NORTH U.S. HIGHWAY 1 (VOLUSIA COUNTY PARCEL NUMBER 3126-00-00-0150), FROM B-7, HIGHWAY TOURIST COMMERCIAL, TO I-1, LIGHT INDUSTRIAL; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker stated the item was for a zoning map amendment to Light Industrial to be consistent with the land use map.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Ordinance No. 2023-26, on first reading, as read by title only.

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

Item #9H – Land Development Code Amendment, T-2 Zoning District, Special Standards

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-29

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-21, T-2, MANUFACTURED HOME ZONING DISTRICT, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY CREATING SPECIAL STANDARDS FOR PREVIOUSLY EXISTING MANUFACTURED/MOBILE HOME PARKS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the item was a Land Development Code (LDC) amendment to revise the language to include the T-2 section regarding mobile home setbacks.

Commissioner Sargent moved, seconded by Commissioner Persis, for approval of Ordinance No. 2023-29, on first reading, as read by title only.

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

Item #9I – Land Development Code Amendment, Connection, Mobility and Impact Fees

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-30

AN ORDINANCE AMENDING SECTION 1-25, RESERVED, OF ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, OF CHAPTER 1, GENERAL ADMINISTRATION, TO IMPLEMENT THE WATER AND WASTEWATER UTILITY SYSTEM CONNECTION FEE STUDY BY CREATING THE WATER AND WASTEWATER CONNECTION FEE SECTION; AMENDING SECTION 1-26, MOBILITY FEE, OF ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, OF CHAPTER 1, GENERAL ADMINISTRATION, TO AMEND THE PERSON TRIP MOBILITY FEE PER THE MUNICIPAL IMPACT FEE STUDY; AMENDING SECTION 1-27, IMPACT FEES, OF ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, OF CHAPTER 1, GENERAL ADMINISTRATION, TO DELETE STORMWATER IMPACT FEES, AMEND LOCAL ROAD IMPACT FEES, AND CREATE POLICE AND FIRE IMPACT FEES PER THE MUNICIPAL IMPACT FEE STUDY AND POLICE AND FIRE IMPACT FEE STUDY; AMENDING SECTION 1-30, CERTIFICATE OF CONCURRENCY REQUIRED, OF ARTICLE V, CONCURRENCY MANAGEMENT, OF CHAPTER 1, GENERAL ADMINISTRATION; AMENDING SECTION 3-57, POTABLE WATER SYSTEM, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-59, SANITARY SEWER SYSTEMS, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-60 RECLAIMED WATER SYSTEMS, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-61, UTILITY LINE EXTENSIONS, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-62, WHOLESALE SALE OF POTABLE WATER, SEWAGE TREATMENT OR RECLAIMED WATER, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-65, INTERIM PACKAGE-TYPE WASTEWATER TREATMENT FACILITIES, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, TO IMPLEMENT THE RECOMMENDATIONS OF THE WATER AND WASTEWATER UTILITY SYSTEM CONNECTION FEE STUDY, MUNICIPAL IMPACT FEE STUDY, AND POLICE & FIRE IMPACT FEE STUDY; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the item was to amend the LDC due to the Impact Fee study that was previously approved. He discussed the history of the item and noted if approved the fees would be effective starting September 4, 2023. He noted a number of the amendments were terminology. He reviewed the fee changes and discussed the mobility fees and the different options available.

Commissioner Briley stated he could support Options 2 and 3 regarding mobility fees; whereby Commissioner Persis and Commissioner Tolland stated their preference would be Option 1 or 2.

Commissioner Sargent stated he would support Option 2.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Ordinance No. 2023-30 with Option 2 of the Mobility Fees, on first reading, as read by title only.

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

Carried.	Mayor Partington	Yes

Item #9J – Code of Ordinance Amendments, Connection, Mobility and Impact Fees

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-31

AN ORDINANCE AMENDING SECTION 8-10, APPLICATION PROCESSING FEES, OF ARTICLE I, IN GENERAL, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 8-421, PURPOSE AND INTENT, OF ARTICLE IX, IMPACT FEES, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 8-422, FEES IMPOSED, OF ARTICLE IX, IMPACT FEES, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 8-423, IMPACT FEE FINANCING, OF ARTICLE IX, IMPACT FEES, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 22-2, DETERMINATION OF EQUIVALENT LIVING UNITS, OF DIVISION 1, GENERALLY, OF ARTICLE I, WATER, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-29, SPECIAL PROVISIONS FOR WATER FOR IRRIGATION AND SWIMMING POOLS, OF DIVISION 2, RATES AND CHARGES, OF ARTICLE I, WATER, OF CHAPTER 22, WATER AND SEWERS; REPEALING SECTION 22-115, FEE IMPOSED; SCHEDULE, OF ARTICLE III, IMPACT FEE FOR SYSTEM EXTENSIONS, OF CHAPTER 22, WATER AND SEWERS; REPEALING SECTION 22-118, PROPERTY SUBJECT TO FEE; METHOD OF PAYMENT, OF ARTICLE III, IMPACT FEE FOR SYSTEM EXTENSIONS, OF CHAPTER 22, WATER AND SEWERS; REPEALING SECTION 22-119, IMPACT FEE FINANCING, OF ARTICLE III, IMPACT FEE FOR SYSTEM EXTENSIONS, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-132, LEGISLATIVE FINDINGS; PURPOSE, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-133, SERVICE AREA, DEFINED, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-135, RATES FOR WATER AND SEWER SERVICES; IMPACT FEES, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-140, IMPACT FEES, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-162, BOUNDARIES AND PURPOSE, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-165, IMPACT FEES, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-168, OUTSIDE CITY SERVICE, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; AND AMENDING SECTION 22-169, CONNECTIONS REQUIRED, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH TO IMPLEMENT THE RECOMMENDATIONS OF THE WATER AND WASTEWATER UTILITY SYSTEM CONNECTION FEE STUDY, MUNICIPAL IMPACT FEE STUDY, AND POLICE & FIRE IMPACT FEE STUDY; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the item was to update the Code of Ordinances terminology to be consistent with the LDC.

Commissioner Persis moved, seconded by Commissioner Briley, for approval of Ordinance No. 2023-31, on first reading, as read by title only.

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

Mayor Partington closed the public hearings.

Item #10 – First Reading of Ordinances

Item #10A – Amendment to Section 2-221 of the Code of Ordinances, Leisure Services Advisory Board - Elimination of positions for Girls' Softball and Ormond Beach Friends of Recreation

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-32

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

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Ordinance No. 2023-32, on first reading, as read by title only.

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

Item #11 – Discussion and Direction Items

Item #11A – FDOT North A1A Project Update

Mr. Shawn Finley, Public Works Director, reviewed the history of the State Road A1A (A1A) Florida Department of Transportation (FDOT) project.

Mr. Marcus Lisicki, FDOT Project Manager, reviewed the project location, goals and proposed renderings. He reviewed the pedestrian safety improvement locations. He discussed the public meetings and noted there was strong opposition to a six-foot sidewalk on the east side within the residential section south of Standish Drive noting residents suggested to begin the sidewalk on the east side at or north of Standish Drive. He explained the proposed design addresses the concerns and removed the sidewalk in that portion as well as some mid-block crossings. He reviewed the project timeline noting the construction was proposed to begin in the spring or summer of 2024.

Commissioner Briley inquired why there was opposition to the sidewalk starting further south; whereby, Mr. Lisicki stated it was due to the residential area, concerns with impact to decorative driveways, concerns of pedestrian visibility while residential vehicles back out of their driveways and lack of beach access. Commissioner Briley expressed concerns regarding pedestrian safety and noted the sidewalk and mid-block crossings should stay to help improve pedestrian safety.

Commissioner Persis agreed with Commission Briley and discussed her support of the sidewalk starting further south.

Commissioner Sargent stated there was no need for a sidewalk on the east side from Granada Boulevard to Neptune Avenue due to concerns regarding vehicles backing out and having citizens too close to residential homes. He inquired if there would be lights in the ground of the crosswalks; whereby, Mr. Lisicki stated all the crossings would possess the Rectangular Rapid Flashing Beacons and the raised crossings would contain the lights.

Commissioner Tolland agreed with Commissioner Sargent and requested the ten-foot multimodal path contain a designated space for bicycles. She stated the sidewalk would not be needed in that area due to no beach access.

Commissioner Sargent noted the Florida Power and Light poles were very close to the road and would need to be taken into consideration if a sidewalk was added to the residential area.

Commissioner Briley stated some pedestrians may not want to walk on the same path as bicycles noting the extra sidewalk would be welcomed for pedestrian safety.

Ms. Shanahan inquired if there was a consensus regarding the sidewalks; whereby, Mr. Lisicki stated the consensus was for no sidewalks in front of the residential homes and to start north of Standish Drive.

Mayor Partington stated he supported the sidewalk starting at Standish Drive, noting he understood Commissioner Briley's point.

Commissioner Tolland inquired if the area between Neptune Avenue and Standish Drive was a concerning area for pedestrian fatalities; whereby, Mr. Lisicki stated he did not have that data.

Commissioner Briley stated he knew of a couple of fatalities in the last five or six years.

Item #12 – Reports, Suggestions, Requests

Events and Thanks

Ms. Shanahan inquired if the Commission would be available for a Shade meeting on May 30, 2023; whereby, the Commission agreed. She congratulated Ormond Beach Police Chief Jesse Godfrey, Corporal Rhett Summerlot and Officer Rafael Medina for their participation in the Police Unity Tour. She stated it was Reuse Water Week and reviewed upcoming events including the Memorial Day Remembrance Ceremony and Movies on the Halifax.

Commissioner Briley discussed the events he attended including the Police Unity Tour, Walter Bailey tribute, and upcoming Public Works Week and Kiwanis READS! proclamations.

Commissioner Tolland provided updates from an Ormond Beach MainStreet meeting and a Regrow the Loop meeting. She stated Volusia County was updating their landscaping ordinances and noted Mr. Clay Ervin would contact Mr. Spraker to provide details. She discussed the Police Unity Tour and congratulated the participants.

Commissioner Sargent discussed the events he attended including the Police Unity Tour and thanked all the police officers for their work.

Commissioner Persis reviewed the events she attended including the Law Enforcement Memorial Motorcycle Tour and National Night of Prayer. She thanked Ms. Shanahan and Mr. Spraker for all their hard work.

Requests

Commissioner Briley discussed the mental health issues especially with the homeless and requested the city write a letter to the state or county to encourage funding for mental health. He inquired if the Commission had interest in a Citizens Academy for the city; whereby, the entire Commission agreed for staff to look into a Citizens Academy.

Commissioner Tolland inquired if the Commission would be interested in staff getting more information to participate in the Regrow the Loop Program; whereby the Commission agreed. Mayor Partington suggested information be brought back as a discussion item at the end of a City Commission meeting.

Commissioner Sargent requested staff look into the issues discussed during Audience Remarks; whereby, Ms. Shanahan stated some of the issues were addressed and Mr. Finley was working on some of the issues as well.

Item #13 – Adjournment

The meeting was adjourned at 9:55 p.m.

APPROVED: June 6, 2023

BY: _____
Bill Partington, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 7.A
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-96
Strategic Goal:	Economic Development - Other		
Department :	Economic Development		
Subject:	Endorsement of City's 2023-2027 Strategic Economic Development Plan		
Budget Impact:	There is no direct budget impact. As the SEDP recommendations are implemented over the next five years, staff will present various economic development initiatives and projects that may require funding consideration.		
Summary:	The updated Economic Development Strategic Plan serves as a guide for the City over the next five years in implementing a comprehensive program of economic development to create a program of work focused on ensuring the economic health and vitality of the City of Ormond Beach through programs aimed to promote business retention, expansion and attraction.		
Recommended Action:	Staff recommends the endorsement of the Strategic Economic Development Plan.		
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266		

Approval:

Kelly McGuire, Finance Director	5/5/2023	
Claire Whitley, Assistant City Manager	5/15/2023	
Joyce Shanahan, City Manager	6/1/2023	

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Brian Rademacher, Economic Development Director

Date: June 6, 2023

Subject: Endorsement of City's 2023-2027 Strategic Economic Development Plan

Commission Goal: Economic Development - Other

Introduction

This is a resolution for City Commission endorsement of the proposed five-year 2023-2027 Strategic Economic Development Plan (SEDP).

Background

The Department of Economic Development has been guided by a SEDP since 2007. These plans are used as a guide by the City in implementing a comprehensive program of economic development and have been routinely updated every three years to create a program of work focused on ensuring the economic health and vitality of the City of Ormond Beach through programs aimed to promote business retention, expansion and attraction.

Strategic Planning Group, Inc., (SPG) was retained by the City of Ormond Beach to assist staff in updating the City's SEDP. The updated plan will run for five years (2023-2027). As a part of the work program, SPG developed economic and demographic data on the City of Ormond Beach, Volusia County, and selected other cities for comparative purposes. This work effort was designed to establish a comparative overview of the City. In addition, a focus group workshop session was conducted on February 22, 2023, to obtain input on community issues, goals, and objectives for the new plan. This effort resulted in a general consensus, refinement, and prioritization of objectives.

Discussion

The updated SEDP has been developed to serve the City of Ormond Beach as a guide to identifying key priorities in diversifying the City's economy. The SEDP also identifies key challenges, ensures stakeholder consensus, and formulates recommendations for the implementation of the SEDP. The goals, objectives, and action steps of the SEDP are designed in the three main areas of economic development: business retention and

expansion, business recruitment, and corridor development and visitation. The SEDP is a document that City officials, residents, local businesses, and real estate investors should view as a tool in shaping the community's future financial viability.

Without a proactive approach to economic development, growth may result in the City having low-wage, service-oriented jobs and a lower standard of living. By targeting and attracting firms that produce high-wage, high-value jobs, which are competed for with other communities, prosperity is increased and the standard of living in Ormond Beach and Volusia County is raised. The SEDP outlines the goals, objectives and action steps required to achieve the community's larger goals. By encouraging high levels of capital investment along with high-wage jobs, the tax base is expanded, thereby providing more dollars for local and state governments to provide high quality services. This new tax base will continue to provide a strong return, especially at the local level, for many decades.

Budget Impact

There is no direct budget impact. As the SEDP recommendations are implemented over the next five years, staff will present various economic development initiatives and projects that may require funding consideration.

Citizen Impact

The SEDP was formulated with Ormond Beach citizen participation. The Plan's recommendations are structured to create a strong local economy and provide the residents of Ormond Beach with employment opportunities and a more diverse tax base.

Recommendation

Staff recommends the endorsement of the Strategic Economic Development Plan.

Attachments:

1. 23-96 Strategic Economic Plan (P23-0084G)
2. Economic Development Strategic Plan

Approvals:

Kelly A. McGuire

Date: May 05, 2023

Kelly McGuire, Finance Director



Claire Whitley, Assistant City Manager

Date: May 15, 2023



Joyce Shanahan, City Manager

Date: June 01, 2023

RESOLUTION NO. 2023-96

A RESOLUTION OF THE CITY OF ORMOND BEACH ENDORSING THE CITY'S 2023-2027 STRATEGIC ECONOMIC DEVELOPMENT PLAN; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City's Economic Development Department prepared the 2017-2019 Strategic Economic Development Plan ("the Plan") that was unanimously endorsed by the City Commission, and

WHEREAS, the Plan was used as a guide by the City in implementing a comprehensive program of economic development, and

WHEREAS, Strategic Planning Group, Inc. was retained to assist staff in updating the City's Plan, and

WHEREAS, the Plan has been developed to serve the City officials, residents, local businesses, and real estate investors as a guide to a tool in shaping the community's future financial viability, now therefore,

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

SECTION ONE. The City of Ormond Beach endorses the 2023-2027 Strategic Economic Development Plan outlining the goals, objectives and action steps required to achieve the community's economic goals.

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

APPROVED AND AUTHENTICATED this 6th day of June, 2023.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk



CITY OF ORMOND BEACH
2023 – 2027 ECONOMIC DEVELOPMENT STRATEGIC PLAN

APRIL 2023

Insert Resolution

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Acknowledgments

City Officials

Bill Partington II, Mayor
Lori Tolland, Zone 1 Commissioner
Travis Sargent, Zone 2 Commissioner
Susan Persis, Zone 3 Commissioner
Harold Briley, Zone 4 Commissioner, and Deputy Mayor

City Staff

Joyce Shanahan, City Manager
Brian Rademacher, CEcD, Director of Economic Development
Steven Lichliter, Airport Manager

Strategic Economic Development Workshop held on February 22, 2023

Strategic Planning Group, Inc. (SPG) and the City of Ormond Beach Economic Development Department (EDD) extend special thanks to the individuals who participated in the Strategic Economic Development Workshop held on February 22, 2023. The workshop participants included the following individuals:



Stakeholders

Adrienne Barker, SCORE
Debbie Cotton, Chamber of Commerce
Don Grindle, Chamber of Commerce
Rich Cooper, Chamber of Commerce
Jessica Lovatt, Volusia Manufacturers Association
Helga Van Eckert, Volusia County Economic Development
Keith Norden, TVEDC
Rebecca Parker, Ormond Beach Main Street
Tom Caffrey, Ormond Beach Main Street
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Troy Railsback, Quality of Life Board
Bruce Mann, Airport/Aviation Advisory Board
Jessica Miller, Germfree
Bill Navarra, Realtor
Diane Larson, Realtor
Dennis Casey, Raymond James
Carl Dupper, Steel Oak Coffee
Golan Schachar, SuperStars
Darlynn Tacinelle, Noted Paperie
Ben Slick, Cabinetry Services
Mana Shahsavari, Career Source
Nancy Cortez, Adams Cameron
Katrina Friel, Volusia County Economic Development

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Strategic Planning Group, Inc.
Robert Gray, AICP

EXECUTIVE SUMMARY

Strategic Economic Development Plan (SEDP)

Introduction

This update to the City's 2017 – 2019 SEDP is the City's fourth SEDP for the following years:

- 2023 - 2027 (current)
- 2017 - 2019
- 2012 - 2014
- 2007 - 2011

The City's Strategic Goal: Economic Development

"To ensure the economic health and vitality of the City of Ormond Beach by providing an environment allowing businesses to thrive through retention, expansion, and attraction."

SEDP Mission Statement

The mission of the Strategic Economic Plan is to influence the existing and future landscape of Ormond Beach by being initiative-taking in business retention, expansion, and attraction.

Macro Goals

- Expand the Ormond Beach non-residential tax base and other revenue sources.
- Provide a variety of employment opportunities in Ormond Beach.
- Maintain and increase the financial wealth of Ormond Beach residents.
- Ensure quality commercial and industrial development.
- Increase participation and regional coordination of economic development efforts to eliminate redundancies.

Plan Summary

The five-year Strategic Economic Development Plan (SEDP) has been developed to serve the City of Ormond Beach as a guide to identifying key priorities in diversifying the City's economy. The SEDP also identifies key challenges, ensures stakeholder consensus, and formulates recommendations for implementation of the SEDP.

The goals, objectives, and policies of the SEDP are designed in the three main areas of economic development: Retaining and expanding "Target Industries", recruitment of jobs and capital investment, and redeveloping major corridors.

The SEDP is a document that City officials, residents, local businesses, and real estate investors should view as a tool for shaping the community's future financial viability.

A summary listing of the SEDP's three goals, 18 objectives, and 78 strategies starts on page 57.

INTRODUCTION

According to the Florida Economic Development Council (FEDC), economic development is:

"The process of improving the economic health of a city, region or the state by bringing together its assets, resources and political action into a strategy to bring wealth and prosperity to that area."

Economic development is fundamentally about enhancing the factors of productive capacity – land, labor, capital, and technology – of a national, state, or local economy. By using its resources and powers to reduce the risks and costs which could prohibit investment, the public sector often has been responsible for setting the stage for employment-generating investment by the private sector.

The public sector seeks to increase incomes, the number of jobs, and the productivity of resources in regions, states, counties, cities, towns, and neighborhoods. Its tools and strategies have often been effective in enhancing a community's:

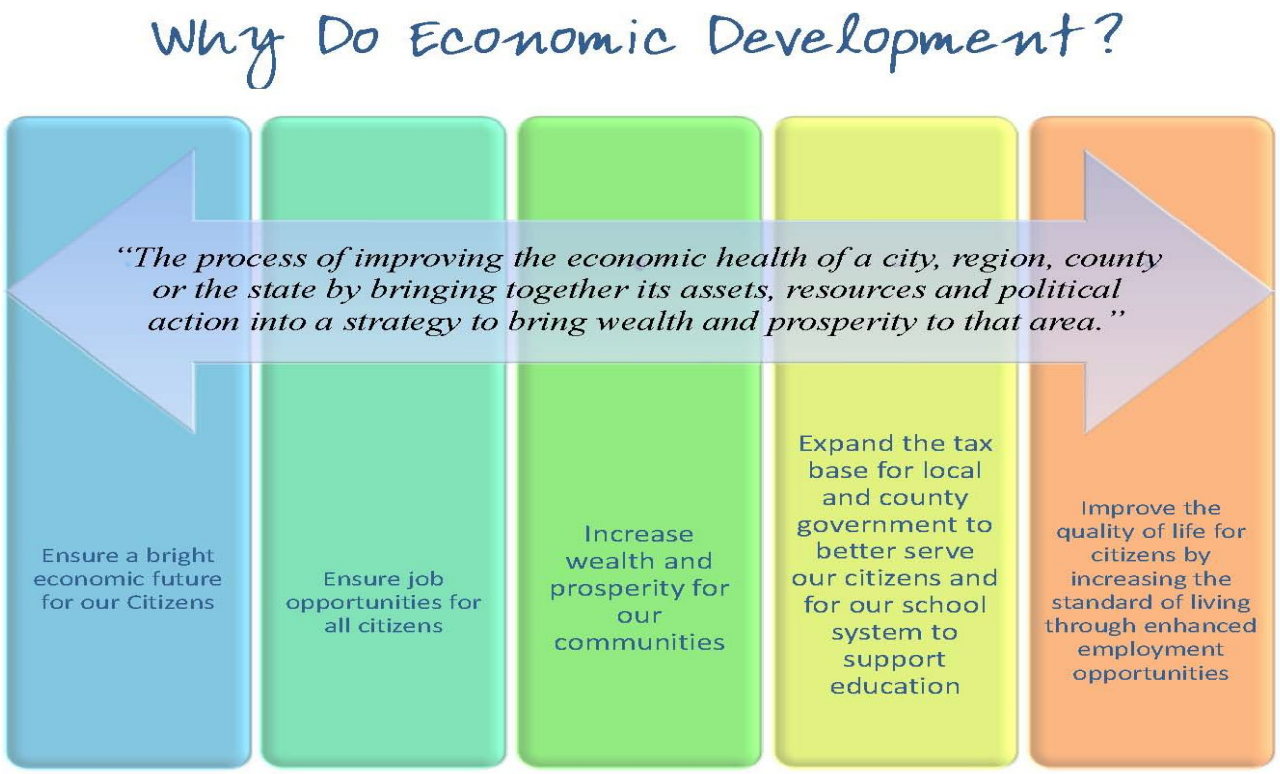
- labor force (workforce preparation, accessibility, cost).
- infrastructure (accessibility, capacity, and service of basic utilities, as well as transportation and telecommunications).
- business and community facilities (access, capacity, and service to business incubators, industrial/technology/science parks).
- schools/community colleges/universities, sports/tourist facilities.
- environment (physical, psychological, cultural, and entrepreneurial).
- economic structure (composition); and,
- institutional capacity (leadership, knowledge, skills) to support economic development and growth.

However, there can be trade-offs between economic development goals of job creation and wealth generation. Increasing productivity, for instance, may eliminate some types of jobs in the short run.

Why Do Economic Development?

As noted by the International Economic Development Council (IEDC), "Economic development is the intentional practice of improving a community's economic well-being and quality of life. It includes a broad range of activities to attract, create, and retain jobs, and foster a resilient, pro-growth tax base and an inclusive economy. The practice of economic development comprises a collaborative effort involving industry, government, and myriad community stakeholders".

The public sector does not create jobs, its role is to help create the environment and provide the support that encourages business investments which creates jobs. The public sector works to ensure available infrastructure for future industry needs of start-ups, relocation, and expansion projects and collaborates with governmental agencies and industries to address specific workforce skills and educational training issues. The Strategic Economic Development Plan is designed to integrate business retention, expansion, and recruitment with downtown development, visitation, hospitality, and arts and culture with the City's natural resources to form an economic development plan for the future.



Without an economic development program, the community would grow but not always in the way desired. Without an initiative-taking approach to economic development, growth may result in the City having lower-waged, service-oriented jobs and a lower standard of living. By targeting and attracting firms that produce high-wage, high-value jobs, which are competed with other communities, prosperity is increased and the standard of living in Ormond Beach and Volusia County is raised. The Strategic Economic Development Plan will outline the goals, objectives, and action steps required to achieve the community's goals.

By encouraging high levels of capital investment along with high-wage jobs, the tax base is expanded, thereby providing more dollars for local and state governments to provide high-quality services. This new tax base will continue to provide a strong return, especially at the local level, for many decades.

What is a Strategic Economic Development Plan?

While the City has been preparing Strategic Economic Development Plans since 2005, it is important to step back and review the "**What and Why**" the City prepares SEDPs. Strategic Planning is a visionary process of what an organization, place, or group wants to be, at some determined point in time. Strategy is the framework that guides those decisions that determine the nature and direction of the process. Strategic planning is the development of that framework. The following are definitions used in this Plan to define the elements of strategic planning: goal, objective, strategy, and action steps.

Components of the Plan

There are several steps in preparing a Strategic Economic Development Plan. The Economic Development Administration (EDA) defines the strategic planning process in four parts:

- **Analysis, of where we are.**
- **Vision, where we want to be.**
- **Action plan, how do we get there?**
- **Evaluation of how we are doing.**

- **Community Profile**
  - Socioeconomic profile of the City today
- **Goal Development**
  - Identify key City economic development activities.
  - List strategic issues, expressed as questions.
  - Prioritize issues and solutions.
  - Create goals and objectives.

- **Strategic Action Plan (5 years)**
  - Specific action items for each goal and objective.
  - Create a period of the actions.
  - The identification of the resources (people, money) needed for implementing the action items.

- **Evaluate the progress of implementing the Plan**

The first step, **where the City of Ormond Beach is geographically and economically today**, is outlined in the next section of this document.

SECTION I. THE CITY OF ORMOND BEACH DEMOGRAPHIC AND ECONOMIC PROFILE

Location

The City of Ormond Beach is located near the very crossroads of Central Florida's High Tech Corridor, I-95, and I-4, and has become known as Central Florida's preferred business address. The City is almost equidistant to Jacksonville, Orlando, and Merritt Island, as shown in Figure 1, and is well served by Interstate highways, railroad lines, and air and seaports.

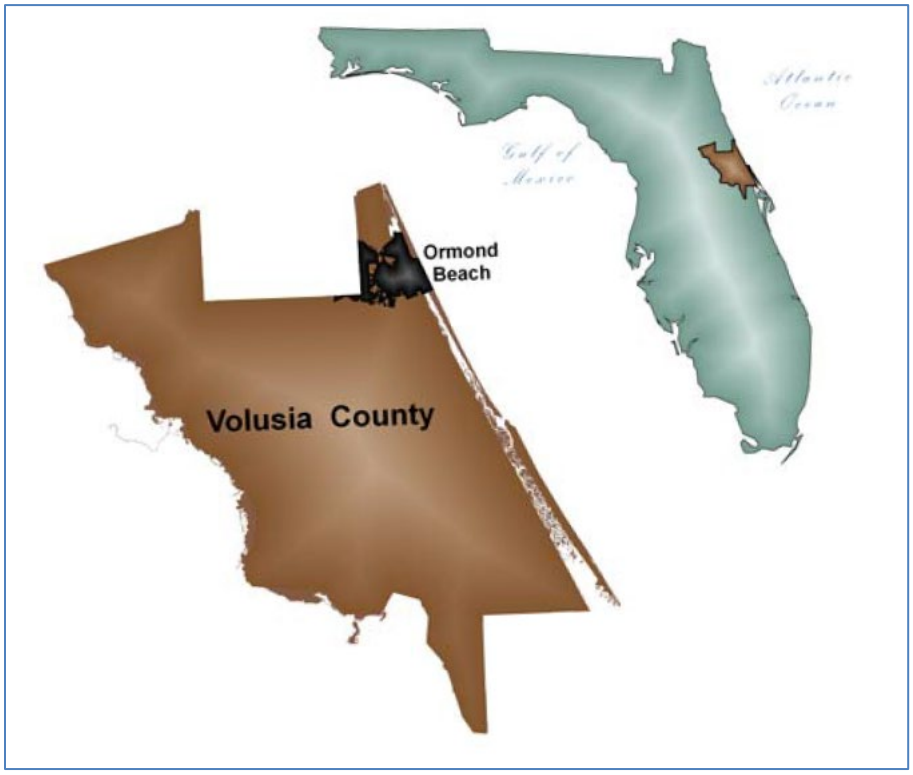
Figure 1. Location Ormond Beach



Source: Ormond Beach Economic Development Office

Ormond Beach is located in the northeastern part of Volusia County. The County is part of the Deltona, Daytona, Ormond Beach Metropolitan Statistical Area (MSA) which in turn is part of the eight-county region: "Orlando, Lakeland, Deltona, FL Consolidated Statistical Area" (CSA).

Figure 2. Ormond Beach Location within Volusia County



Source: Ormond Beach Economic Development Office

Demographic Profile

The following analysis of Ormond Beach's socio-economic metrics focuses on data from 2015 to 2020 as the last SEDP metrics used in 2015 data. Therefore, the data shows the changes since the last SEDP.

Population Characteristics

The Deland-Daytona Beach-Ormond Beach MSA contained approximately 590,289 residents in 2010 growing to a population of 668,921 as of 2020 representing a 13.3% growth rate double the rate of growth since the last SEDP. In terms of growth rate, Flagler County has consistently grown faster than Volusia and experienced a 5.9% 2010-2020 growth rate.

Table 1. Volusia and Flagler Counties, MSA Population, 2020

	1990	2000	2010	2015	2020	2015-2020 Change Change	Annual Percent Change
Daytona Beach MSA *	399,438	493,175	590,289	619,240	668,921	39,695	1.3%
Volusia County	370,737	443,343	494,593	517,887	553,543	35,656	1.4%
Flagler County	28,701	49,832	95,696	101,353	105,392	4,039	0.8%
Ormond Beach	29,721	36,301	38,137	40,013	43,080	3,067	1.5%

Source: 1990, 2000 and 2020 Census of Population, U.S. Department of Commerce, 2021Estimates - BEBR University of Florida and Strategic Planning Group, Inc., 2022

According to the 2020 US Census, the City of Ormond Beach had a population of 43,080 and was the fourth largest city in Volusia County as shown in Table 2. Over the last ten years, the City grew at a modest 1.3 percent per year.

It is of interest to note that the eastern part of the County is growing faster than the western part according to U.S. Census data.

Table 2. Volusia County Municipal Populations, 2021

	2000	2010	2015	2020	2021	2015-2021 Amount Change	Percent Change
EAST VOLUSIA	**210,248**	**222,315**	**231,696**	**256,226**	**261,817**	**30,121**	2.2%
Daytona Beach	64,112	61,005	63,534	71,488	74,113	10,579	2.5%
Port Orange	45,823	56,048	58,656	62,596	63,275	4,619	1.2%
Ormond Beach	**36,301**	**38,137**	**40,013**	**43,080**	**44,046**	**4,033**	**1.7%**
New Smyrna Beach	20,048	22,464	24,285	30,142	30,962	6,677	4.6%
Edgewater	18,668	20,750	20,958	23,097	23,310	2,352	1.9%
South Daytona	13,177	12,252	12,538	12,865	13,140	602	0.8%
Holly Hill	12,119	11,659	11,712	12,958	12,971	1,259	1.8%
WEST VOLUSIA	**106,006**	**131,523**	**137,992**	**153,303**	**156,309**	**18,317**	**2.0%**
Deltona	69,543	85,182	87,497	93,692	94,953	7,456	1.4%
Deland	20,904	27,031	30,493	37,351	38,342	7,849	4.3%
DeBarry	15,559	19,310	20,002	22,260	23,014	3,012	2.5%
UNINCORPORATED AREA	**106,880**	**116,655**	**115,656**	**116,397**	**116,557**	**160**	**0.1%**

Source: American Community Survey 2017-2021; Strategic Planning Group, Inc. 2022

Volusia County, as discussed, economically functions as two different sub-county regions separated by what locally is defined as the Palmetto Curtain. As shown above, the western part of the County is intricately linked to the Orlando/Sanford regional market while the eastern subregion represented the older established economic base of the County centered on ocean tourism and car/ motorcycle racing. Today, the eastern region is associated with a new I-95 north/south region connecting Titusville to the south and Palm Coast to the north. The eastern Volusia/Flagler County represents a market exceeding 362,300 residents with expanding manufacturing and logistic sectors.

Age Characteristics

While the City's median age has increased to 52.4 years. Its working-age professional mid-career population (25-59) represents 36.5% of the population. Table 3 shows the Ormond Beach resident age characteristics.

Table 3. City of Ormond Beach Resident Age Characteristics, 2020

Ormond Beach, Florida	2020	
	Estimate	Percent
SEX AND AGE		
Total population	43,245	
Male	20,612	47.70%
Female	22,633	52.30%
Under 5 years	2,736	6.30%
5 to 9 years	1,703	3.90%
10 to 14 years	2,159	5.00%
15 to 19 years	1,620	3.70%
20 to 24 years	2,071	4.80%
25 to 34 years	4,213	9.70%
35 to 44 years	3,402	7.90%
45 to 54 years	5,357	12.40%
55 to 59 years	2,825	6.50%
60 to 64 years	3,338	7.70%
65 to 74 years	7,189	16.60%
75 to 84 years	4,422	10.20%
85 years and over	2,210	5.10%
Median age (years)	**52.5**	**(X)**

Source: American Community Survey 2016-2020; Strategic Planning Group, Inc. 2022

Racial Composition

Ormond Beach's racial composition is predominately White (89%), with 5.3% African American, 2.6% Asian, and 3.1% other. The following table shows the data for the city's racial composition.

Table 4. Ormond Beach Racial Composition, 2020

Subject	Ormond Beach city, 2020	
	Estimate	Percent
RACE		
Total population	43,245	43,245
One race	42,324	97.90%
Two or more races	921	2.10%
One race	42,324	97.90%
White	38,509	89.00%
Black or African American	2,281	5.30%
American Indian and Alaska Native	89	0.20%
Asian	1,106	2.60%
Some other race	339	0.80%
Two or more races	921	2.10%
White and Black or African American	330	0.80%

Source: American Community Survey 2016-2020, Strategic Planning Group, Inc., 2022

In terms of ethnicity, Hispanics represent 6.8% of the City's population which is double the 2015 estimate and significantly below County and Florida figures.

Table 5. Ormond Beach Ethnicity

	2020	
	Estimate	Percent
HISPANIC OR LATINO ETHNICITY		
Total population	43,245	
Hispanic or Latino (of any race)	2,936	6.80%
Mexican	201	0.50%
Puerto Rican	1,245	2.90%
Cuban	444	1.00%
Other Hispanic or Latino	1,046	2.40%
Not Hispanic or Latino	40,309	93.20%

Source: American Community Survey 2016-2020, Strategic Planning Group, Inc.

Education Attainment

As mentioned earlier, Ormond Beach residents are highly educated with 31.3% having a bachelor's degree or higher as shown in Table 6.

Table 6. Ormond Beach Resident Educational Attainment, 2020

Label	Total Estimate	Percent Estimate
AGE BY EDUCATIONAL ATTAINMENT		
Population 25 years and over	32,956	
Less than 9th grade	762	2.30%
9th to 12th grade, no diploma	1,501	4.60%
High school graduate (includes equivalency)	9,292	28.20%
Some college, no degree	7,265	22.00%
Associate's degree	3,302	10.00%
Bachelor's degree	7,140	21.70%
Graduate or professional degree	3,694	11.20%

Source: American Community Survey 2016-2020; Strategic Planning Group, Inc. 2022

The City school ratings were impacted by COVID but still demonstrate excellent K-12 schools as shown in Table 7[1]. From an economic development perspective, Overall, Volusia County achieved an overall rating of B. The County and City need to demonstrate improvement in the schools whose grades dropped to C in 2022.

[1] Dayton Beach News-Journal, July 7, 2022

Table 7. Ormond Beach School Ratings

School Grades	2011	2010	2015	2022
Elementary School				
Ormond Beach	A	B	A	A
Pine Trail	A	A	A	A
Tomoka	A	A	A	B
Pathway	C	A	A	B
Middle School				
David Hinson *	A	A	A	C
Ormond Middle	A	A	A	B
High School				
Seabreeze *	n/a	B	A	C

Note: * School is located in Dayton Beach but has zones in Ormond Beach
Source: http://schoolgrades.floe.org, 2022, Strategic Planning Group, Inc., 2022

Housing

Based on Census 2021 metrics, Ormond Beach had 21,217 housing units of which 75.0% were owner-occupied, 14.9% were renter-occupied and 10.1% were vacant (most being seasonal units).

Table 8. Ormond Beach Housing Estimates, 2021

Ormond Beach Housing Estimate, 2021	
2021 Housing Units	21,217
Owner Occupied Housing Units	75.0%
Renter Occupied Housing Units	14.9%
Vacant Housing Units	10.1%

Source: ACS 2017-2021 Census.Gov, 2023

The average median household income was estimated at $60,229 in 2021.

Table 9. Ormond Beach Household Income, 2021

Ormond Beach Household Income 2021 - 2026	
2021 Households by Income	
Household Income Base	19,359
<$15,000	8.9%
$15,000 - $24,999	9.2%
$25,000 - $34,999	12.1%
$35,000 - $49,999	11.8%
$50,000 - $74,999	16.7%
$75,000 - $99,999	14.3%
$100,000 - $149,999	14.9%
$150,000 - $199,999	5.3%

Source: ESRI Business Analyst, 2022

Comparative Analysis of Ormond Beach to Other Cities in the immediate region

The following tables illustrate the socioeconomic profile of Ormond Beach compared to surrounding cities.

Except for Deland, Ormond Beach has a significantly smaller resident population than the County's other cities, but from an economic development perspective, the City's labor force includes a large geographic labor shed covering both Volusia and Flagler Counties. The City's growth is only 1.2 percent annually, reflecting its built-out status (with exception of Ormond Crossing's residential development potential). Both sides of Volusia (East and West) roughly experienced the same level of growth during this period (East @ 1.4% and West @1.5% annually).

As discussed earlier, Ormond Beach's population is significantly smaller than the other cities in the region, except DeLand. That said, its population of persons below 18 years old is the second largest in the region reflecting a growing younger workforce.

Table 10. Comparative Demographic Profiles – 2020

	Ormond Beach	Port Orange	Daytona Beach	Deltona	Palm Coast
Population (July 1, 2021)	43,517	63,486	74,437	95,782	93,833
Median Age	52.5	45.7	39.3	38.1	49.3
Households with children 18 yrs. or less	28.5%	24.0%	20.6%	34.3%	25.7%
Households with someone 60 yds plus	61.3%	51.7%	43.5%	43.3%	61.5%
Median Income	$60,229	$58,530	$42,392	$62,768	$61,847
High School and over	93.1%	92.3%	88.3%	88.3%	91.1%
Bachelor's Degree	21.7%	18.1%	14.9%	12.5%	15.5%
Graduate/Professional Degree	11.2%	10.2%	7.6%	4.0%	7.8%
Owner Occupied Housing %	75.0%	72.5%	43.5%	77.5%	74.6%
Median Housing Value	$239,400	$222,500	$176,800	$184,300	$238,700

Source: American Community Survey 2017-2021; Strategic Planning Group, Inc. 2023

The City of Ormond Beach has a relatively high socio-economic profile compared to surrounding cities. City residents have higher educational attainment, solid home values as well a percent home ownership.

Population/Demographics 2020 Summary

- The City's estimated 2021 population was 44,046 persons, an increase of 13.0% increase over the 2010 Census, with 100% of its growth from Net Migration. Ormond Beach is the fourth-largest municipality in Volusia County and the 71st-largest in the State of Florida (out of 267).
- The City's population is older than that of the surrounding region, with the average age being 52.5 years as of the 2016-2020 American Community Survey.
- The City's population is more highly educated than that of other metropolitan areas in the vicinity.
- The 2016-2020 American Community Survey information on ethnicity indicated a homogeneous population with 89% being white, 5.3% Black, and 2.6% Asian. The Hispanic population was 6.8%.

- The City had a high 2020 mean household income which was estimated at $85,114 (median income of $60,229), reflecting the highly skilled occupational and retiree profile of the community.
- Ormond Beach's mean income of $85,114 is significantly higher than the comparative cities and the State. The residents of Ormond Beach are highly educated with approximately 93% having a high school or higher education of which 33% have a bachelor's or higher educational attainment.

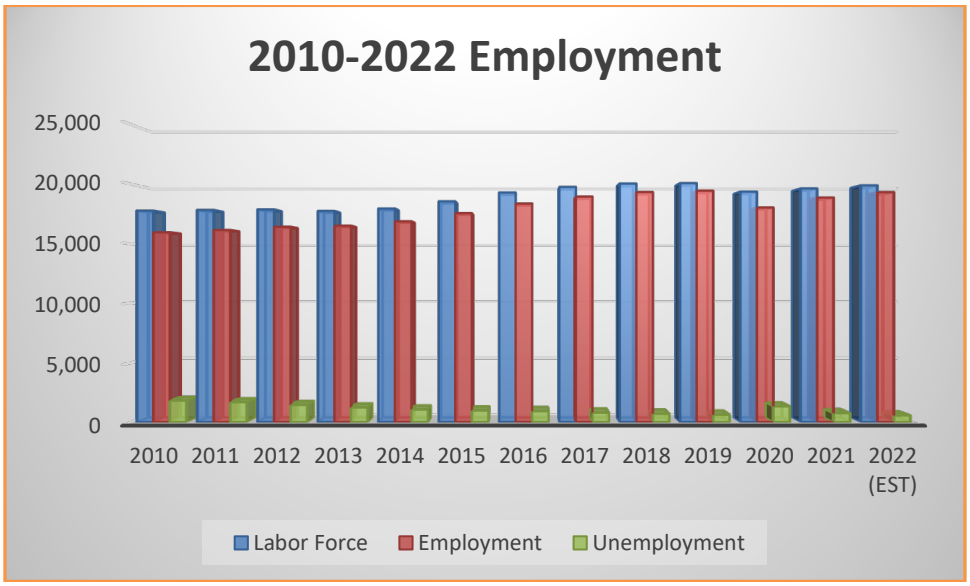
Labor and Employment

The City has fully recovered from the 2007 Recession (peaked in 2006 with an employment of 19,500 and appears recovered from COVID 2020-2021 impacts. Table 11 shows labor data since the last SEDP. The State of Florida's 2022 employment reached 20,563 with an unemployment rate of 2.8.

Table 11. Historic Labor and Employment Trends, 2015-2022

Year	2015	2016	2017	2018	2019	2020	2021	2022
Labor Force	18,559	19,303	19,767	20,053	20,085	19,375	19,641	20,563
Employment	17,571	18,374	18,959	19,341	19,456	18,040	18,879	19,994
Unemployment	988	929	808	712	629	1,335	762	569
Unemployment Rate	5.3	4.8	4.1	3.6	3.1	6.9	3.9	2.8
Employment Percent Change	4.06%	4.57%	3.18%	2.01%	0.59%	-7.28%	4.65%	5.91%

Figure 3. Historic Labor and Employment Trends, 2015-2022



Source LAUS data, Florida Department of Economic Opportunity, 2022; Strategic Planning Group, Inc. 2022.

Employment By Industrial Sector

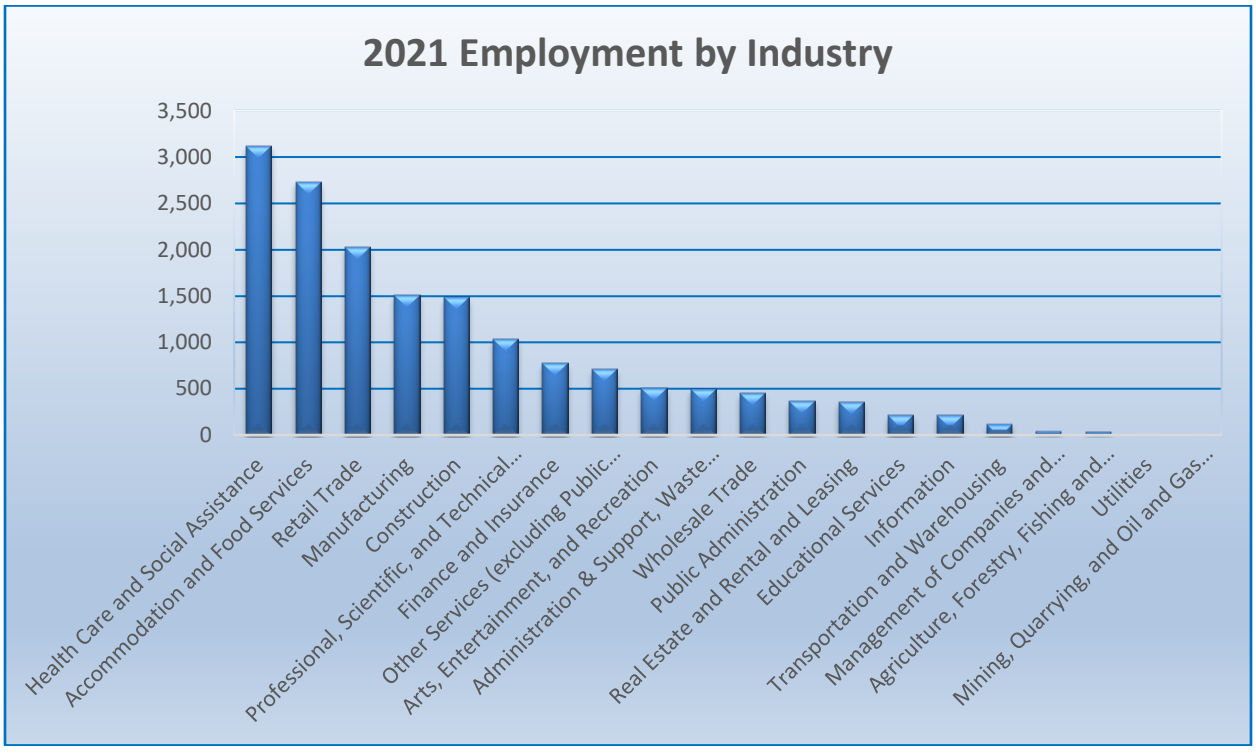
Ormond Beah has a large number of health care/social assistance employees. Reflecting the County's large tourism base, accommodation and food services, and retail trade represent the second and third largest employment sectors. It is important to note that manufacturing is the fourth largest employment sector.

Table 12. Ten Largest Industry Sector Employment (NAICS), 2021

NAICS Codes	Employees	
	Number	Percent
Health Care & Social Assistance	3,378	16.8%
Accommodation & Food Services	3,075	15.3%
Retail Trade	2,331	11.6%
Manufacturing	1,768	8.8%
Professional, Scientific & Tech Services	1,426	7.1%
Other Services (except Public Administration)	1,202	6.0%
Finance & Insurance	1,183	5.9%
Construction	1,157	5.7%
Real Estate, Rental & Leasing	1,116	5.5%
Educational Services	958	4.8%

Source: ESRI Business Analyst, 2022

Figure 4. Ormond Beach Employment by Sector, 2021



Business by Industrial Sector (NAICS)

The City has a diversified economy as shown below. ESRI estimated that the City had 2,439 businesses in 2021, of which the largest number are within the following sectors: Retail Trade, Other Services, Health Care, Professional, Scientific & Technical Services, Construction, and Accommodation & Food Services.

Table 13. Ormond Beach 10 Top Number of Businesses by NAICS Code, 2021

NAICS Codes	Businesses	
	Number	Percent
Retail Trade	304	12.5%
Other Services (except Public Administration)	271	11.1%
Health Care & Social Assistance	264	10.8%
Unclassified Establishments	238	9.8%
Professional, Scientific & Tech Services	209	8.6%
Construction	193	7.9%
Accommodation & Food Services	181	7.4%
Real Estate, Rental & Leasing	152	6.2%
Finance & Insurance	136	5.6%
Administrative & Support & Waste Management &	122	5.0%

Source: ESRI Business Analyst, 2022

Employment by Occupation

Occupational metrics are shown below. The City's employment was 65.5 percent white collar, 18.8 percent blue collar, and 15.6 percent services.

The largest white-collar (Professional Services) occupations are management, office support, sales, business/financial, and healthcare practitioners. The largest blue-collar (Good Producing) occupations are transportation and construction while food preparation and health care were the largest service occupations.

Table 14. Employment by Type, 2021

Occupation	Employed	Percent
Total	18,224	100.0%
Professional Services	11,941	65.5%
Management	2,330	12.8%
Business/Financial	1,233	6.8%
Computer/Mathematical	347	1.9%
Architecture/Engineering	179	1.0%
Life/Physical/Social Sciences	127	0.7%
Community/Social Service	484	2.7%
Legal	271	1.5%
Education/Training/Library	866	4.8%
Arts/Design/Entertainment	278	1.5%
Healthcare Practitioner	1,603	8.8%
Sales and Sales Related	2,064	11.3%
Office/Administrative Support	2,159	11.8%
Good Producing	3,431	18.8%
Farming/Fishing/Forestry	15	0.1%
Construction/Extraction	996	5.5%
Installation/Maintenance/Repair	758	4.2%
Production	661	3.6%
Transportation/Material Moving	1,001	5.5%
Support	2,852	15.6%
Healthcare Support	651	3.6%
Protective Service	396	2.2%
Food Preparation/Serving	918	5.0%
Building Maintenance	541	3.0%
Personal Care/Service	346	1.9%

Source: ESRI Business Analyst, 2022

Ormond Beach's four industrial sectors that experienced the largest growth been 2010 -2019, according to Department of Labor data, were:

- Health Care/Social Assistance 504 jobs
- Construction of 439 jobs
- Accommodation/Food Services 436 jobs
- Manufacturing 341 jobs

Table 15. City Jobs/ Employment Change: 2019-2010 (all jobs)

Jobs within the City by NAICS Industry Sector	2019 Count	Share	2010 Count	Share	Change Count
Health Care and Social Assistance	3,121	19.3%	2,617	17.4%	504
Accommodation and Food Services	2,732	16.9%	2,296	15.2%	436
Retail Trade	2,030	12.5%	2,044	13.6%	-14
Manufacturing	1,514	9.4%	1,173	7.8%	341
Construction	1,484	9.2%	1,045	6.9%	439
Professional, Scientific, and Technical Services	1,039	6.4%	1,044	6.9%	-5
Finance and Insurance	770	4.8%	591	3.9%	179
Other Services (excluding Public Administration)	712	4.4%	590	3.9%	122
Arts, Entertainment, and Recreation	503	3.1%	375	2.5%	128
Administration & Support, Waste Management and Remediation	494	3.1%	1,255	8.3%	-761
Wholesale Trade	449	2.8%	699	4.6%	-250
Public Administration	367	2.3%	420	2.8%	-53
Real Estate and Rental and Leasing	355	2.2%	467	3.1%	-112
Educational Services	210	1.3%	134	0.9%	76
Information	208	1.3%	120	0.8%	88
Transportation and Warehousing	118	0.7%	60	0.4%	58
Management of Companies and Enterprises	35	0.2%	97	0.6%	-62
Agriculture, Forestry, Fishing and Hunting	32	0.2%	34	0.2%	-2
Utilities	4	0.0%	12	0.1%	-8
Mining, Quarrying, and Oil and Gas Extraction	0	0.0%	0	0.0%	0
	16,177	100%	15,073	100%	1,104

Source: OntheMap, 2022

Between 2010-2019, Ormond Beach had higher worker pay, which increased by 176 percent, and more employees had higher educational attainment compared to Volusia County and its other municipalities.

- Workers earning $40,000 or more increased by 176 percent during the 2010-2019 period.
- Workers with more than a High School degree increased by 67 percent during the 2010-2019 period.

The largest labor cohort was the 25-54 age group, which contained 10,728 employed and a labor force participation rate of 82.1 percent. The US Census Bureau/Bureau of Labor Statistics show that the City's prime employees are aged between 30 and 54 and account for 50% of all jobs.

Table 16. Labor Force and Participation Rate, 2021

Age Group	Population	Employed	2021 Labor Force Unemployed	Unemployment Rate	Labor Force Participation Rate	Employment-Population Ratio
16+	37,681	18,225	714	3.8%	50.3%	48
16-24	3,417	1,594	118	6.9%	50.1%	47
25-54	13,509	10,728	358	3.2%	82.1%	79
55-64	7,037	3,944	145	3.5%	58.1%	56
65+	13,718	1,959	94	4.6%	15.0%	14

Commuting Patterns

The City has a dynamic employment base. Of the 16,177 jobs within the city in 2019, only 3,004 were Ormond Beach residents, while 13,173 employees live outside the city. It is interesting to note that 14,391 Ormond Beach residents leave the city daily to go to work.

Ormond Beach had 16,177 employees (jobs) in 2019 of which only 18.6% of those workers lived in the City and 81.4% of the jobs were held by employees that lived elsewhere. Conversely, 17,395 residents were employed but only 17.3% were employed within the City, and 82.7 % of Ormond Beach employed residents were employed outside the City.

The City has a large labor shed. Most employees who commute into the city are located within an employment shed/region primarily ranging from Palm Coast to the north and Port Orange to the south.

Figure 5. Ormond Beach Employment Flows, 2019



Inflow/Outflow Job Counts (All Jobs)

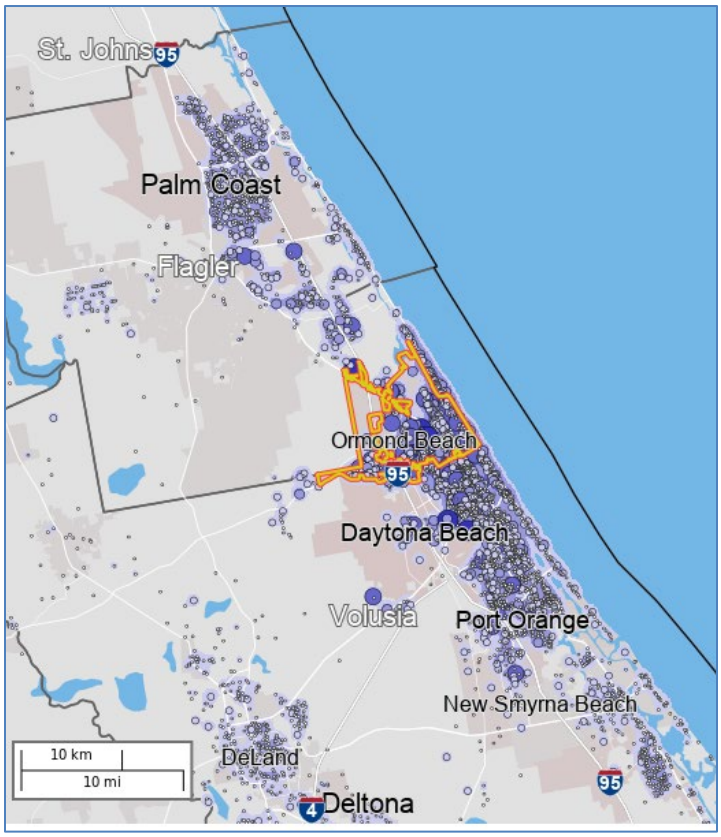
	2019 Count	2019 Share
Employed in the Selection Area	16,177	100.0%
Employed in the Selection Area but Living Outside	13,173	81.4%
Employed and Living in the Selection Area	3,004	18.6%
Living in the Selection Area	17,395	100.0%
Living in the Selection Area but Employed Outside	14,391	82.7%
Living and Employed in the Selection Area	3,004	17.3%

Source: US Census "onthemap,' Strategic Planning Group, Inc, 2022

The following graphic is a "heat" map showing the primary residence of Ormond Beach's job holders. The map shows high concentrations of employee residences in dark blue, followed by lighter blue areas, and finally by individual gray dots.

Sixty-three percent (63.5%) of Ormond Beach workers live within Volusia County, with Flagler County, the next largest, having 11.7% of the City's workers as residents.

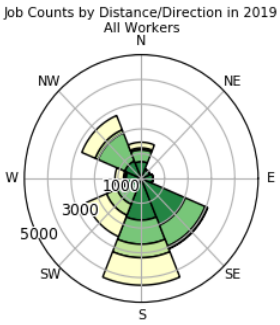
Figure 6. Ormond Beach Labor Shed, 2019



Source: US Census "onthemap," Strategic Planning Group, Inc, 2022

Jobs Counts by Counties Where Workers Live - All Jobs

	2019 Count	Share
All Counties	16,177	100.0%
Volusia County, FL	10,276	63.5%
Flagler County, FL	1,895	11.7%
Orange County, FL	538	3.3%
Duval County, FL	410	2.5%
Seminole County, FL	293	1.8%
Brevard County, FL	282	1.7%



Jobs by Distance - Work Census Block to Home Census Block

	2019 Count	Share
Total All Jobs	16,177	100.0%
Less than 10 miles	7,299	45.1%
10 to 24 miles	4,201	26.0%
25 to 50 miles	1,381	8.5%
Greater than 50 miles	3,296	20.4%

Slightly over 20% of Ormond Beach job holders drive over 50 miles to work within the City. Approximately 65 percent of workers drive over 10 miles to reach their jobs. This is an opportunity for local employers to attract talented resident workers that commute daily. Given increased gasoline and overall automobile expenses as well as congestion this worker-to-job time should decline given additional job opportunities within or close to the City.

Approximately 63.5% of Ormond Beach working residents worked within Volusia County, 7.5% worked in Orange County, 3.9 percent in Flagler County, and 3.3% in Duval County. It is interesting to note that 117 employed Ormond Beach residents work as far south as Miami-Dade County.

Figure 7. Ormond Beach Resident Place Top 10 Working Locations (Counties), 2019

Jobs Counts by Counties Where Workers are Employed - All Jobs	2019	
	Count	Share
All Counties	17,395	100.0%
Volusia County, FL	11,044	63.5%
Orange County, FL	1,309	7.5%
Flagler County, FL	682	3.9%
Duval County, FL	577	3.3%
Seminole County, FL	478	2.7%

Source: US Census "onthemap," Strategic Planning Group, Inc, 2022

Comparison of Citywide Jobs versus Resident Jobs by Industry (NAICS)

As noted, the majority of Ormond Beach employees reside outside of the City while the majority of Ormond Beach residents work outside of the City. As shown below, the distribution of jobs between the two groups is similar although the numbers differ somewhat.

Table 17. Comparison of Ormond Beach jobs to Ormond Beach resident jobs by industry, 2019

2019	City Jobs		Resident Jobs	
	Count	Share	Count	Share
Health Care and Social Assistance	3,121	19.3%	3,037	17.5%
Accommodation and Food Services	2,732	16.9%	2,410	13.9%
Retail Trade	2,030	12.5%	2,197	12.6%
Manufacturing	1,514	9.4%	1,258	7.2%
Construction	1,484	9.2%	1,250	7.2%
Professional, Scientific, and Technical Services	1,039	6.4%	1,112	6.4%
Finance and Insurance	770	4.8%	1,016	5.8%
Other Services (excluding Public Administration)	712	4.4%	864	5.0%
Arts, Entertainment, and Recreation	503	3.1%	695	4.0%
Administration & Support, Waste Management and Remedia	494	3.1%	623	3.6%
Wholesale Trade	449	2.8%	598	3.4%
Public Administration	367	2.3%	532	3.1%
Real Estate and Rental and Leasing	355	2.2%	513	2.9%
Educational Services	210	1.3%	379	2.2%
Information	208	1.3%	357	2.1%
Transportation and Warehousing	118	0.7%	254	1.5%
Management of Companies and Enterprises	35	0.2%	192	1.1%
Agriculture, Forestry, Fishing and Hunting	32	0.2%	70	0.4%
Utilities	4	0.0%	34	0.2%
Mining, Quarrying, and Oil and Gas Extraction	0	0.0%	4	0.0%

Source: US Census "onthemap," Strategic Planning Group, Inc, 2022

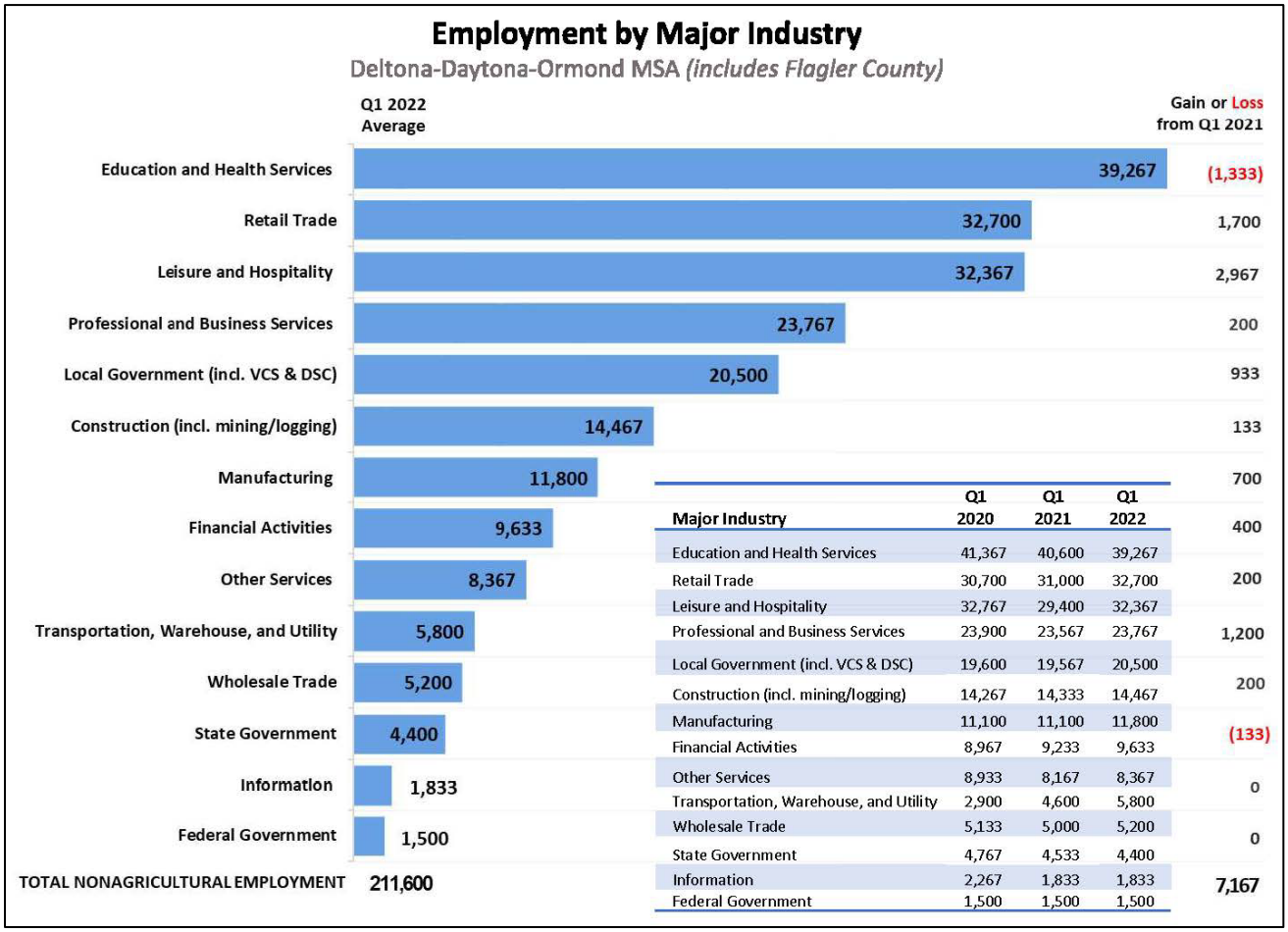
Regional Labor Force Context

Volusia County has an available labor force of 258,996 as of March 2022 and an employed workforce of 251,653 and 7,342 (2.8%) unemployed.

As discussed above and shown in Figure 8, Ormond Beach's regional employment shed contains total non-agricultural employment of 211,600. The region's largest industrial sectors are shown below:

- Education and Health Services
- Retail Trade
- Leisure and Hospitality
- Professional and Business Services

Figure 8. Major Industry Employment, 2022



Major Industry	Q1 2020	Q1 2021	Q1 2022
Education and Health Services	41,367	40,600	39,267
Retail Trade	30,700	31,000	32,700
Leisure and Hospitality	32,767	29,400	32,367
Professional and Business Services	23,900	23,567	23,767
Local Government (incl. VCS & DSC)	19,600	19,567	20,500
Construction (incl. mining/logging)	14,267	14,333	14,467
Manufacturing	11,100	11,100	11,800
Financial Activities	8,967	9,233	9,633
Other Services	8,933	8,167	8,367
Transportation, Warehouse, and Utility	2,900	4,600	5,800
Wholesale Trade	5,133	5,000	5,200
State Government	4,767	4,533	4,400
Information	2,267	1,833	1,833
Federal Government	1,500	1,500	1,500

Source: Volusia County Economic Development, First Quarter 2022 Update, May 22

Ormond Beach experienced a net gain of 936 persons within its labor force during the May 2021 – May 2022 period. The City's overall labor shed experienced a 12,913 growth between 2021 and 2022.

Table 18. Ormond Beach Labor Shed Labor Force updated

	Civilian Workforce			
Workforce	22-May	21-May	Net Change	% Net Change
Ormond Beach	20,445	19,509	936	0.04
Volusia	264,735	253,993	10,742	0.04
Deland/Daytona MSA	314,916	302,003	12,913	0.04

The state of Florida, Department of Economic Opportunity LAUS data

The City's regional employment shed had 9,337 unemployed as of May 2022.

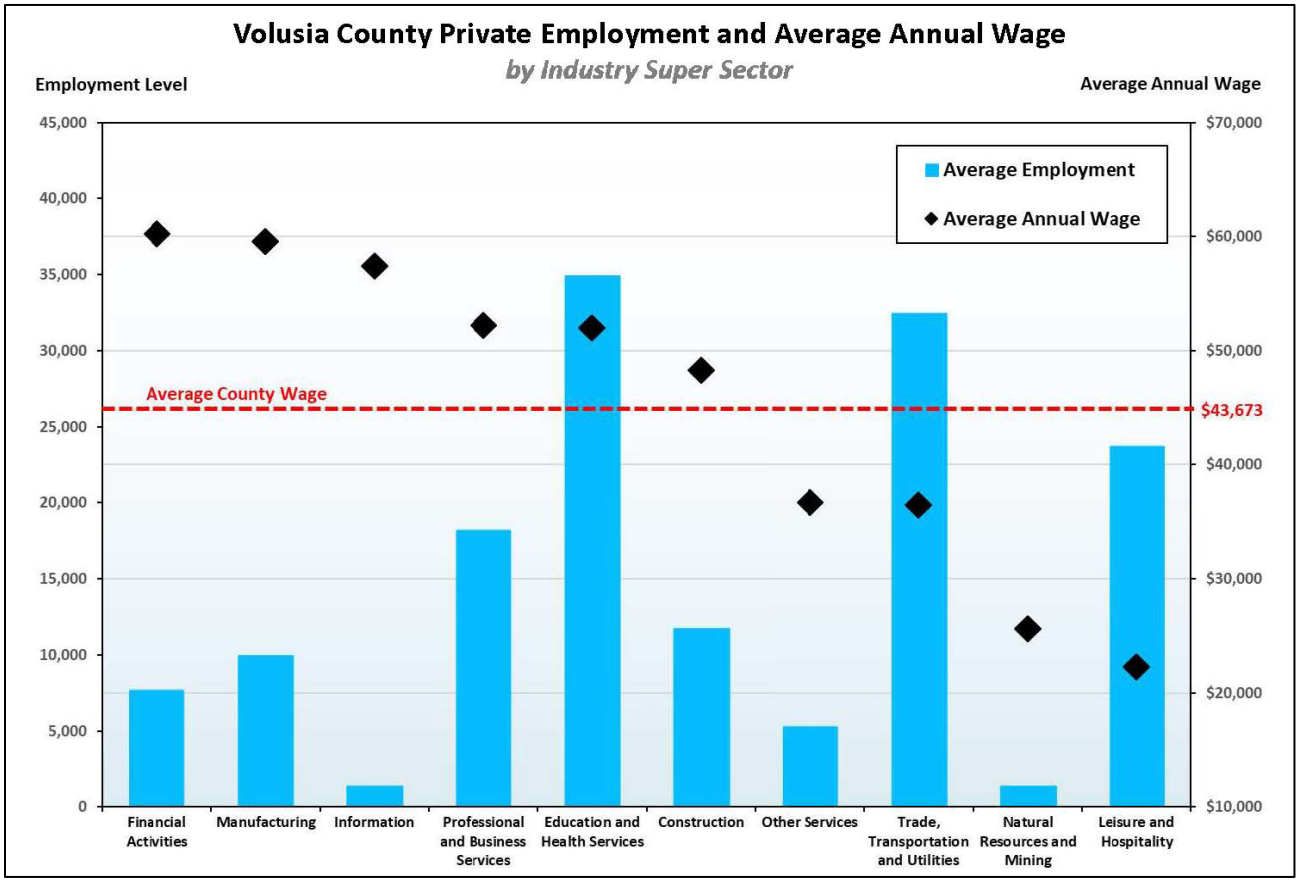
Table 19. Ormond Beach Labor Shed Unemployment

Unemployed	Jan-22	22-Feb	22-Mar	22-Apr	22-May
Ormond Beach	667	574	452	390	431
Volusia	10,724	9,351	8,362	7,580	7,774
Deland/Daytona MSA	12,841	11,207	10,044	9,083	9,337

The state of Florida, Department of Economic Opportunity LAUS data

The County's average annual wage is $43,673 which is highly competitive with other major Florida markets. Ormond Beaches' highest annual wages are within the Financial, Manufacturing, Information, Professional, and Education/Health Services.

Figure 9. Volusia County Private Employment/Average Annual Wage, 2022



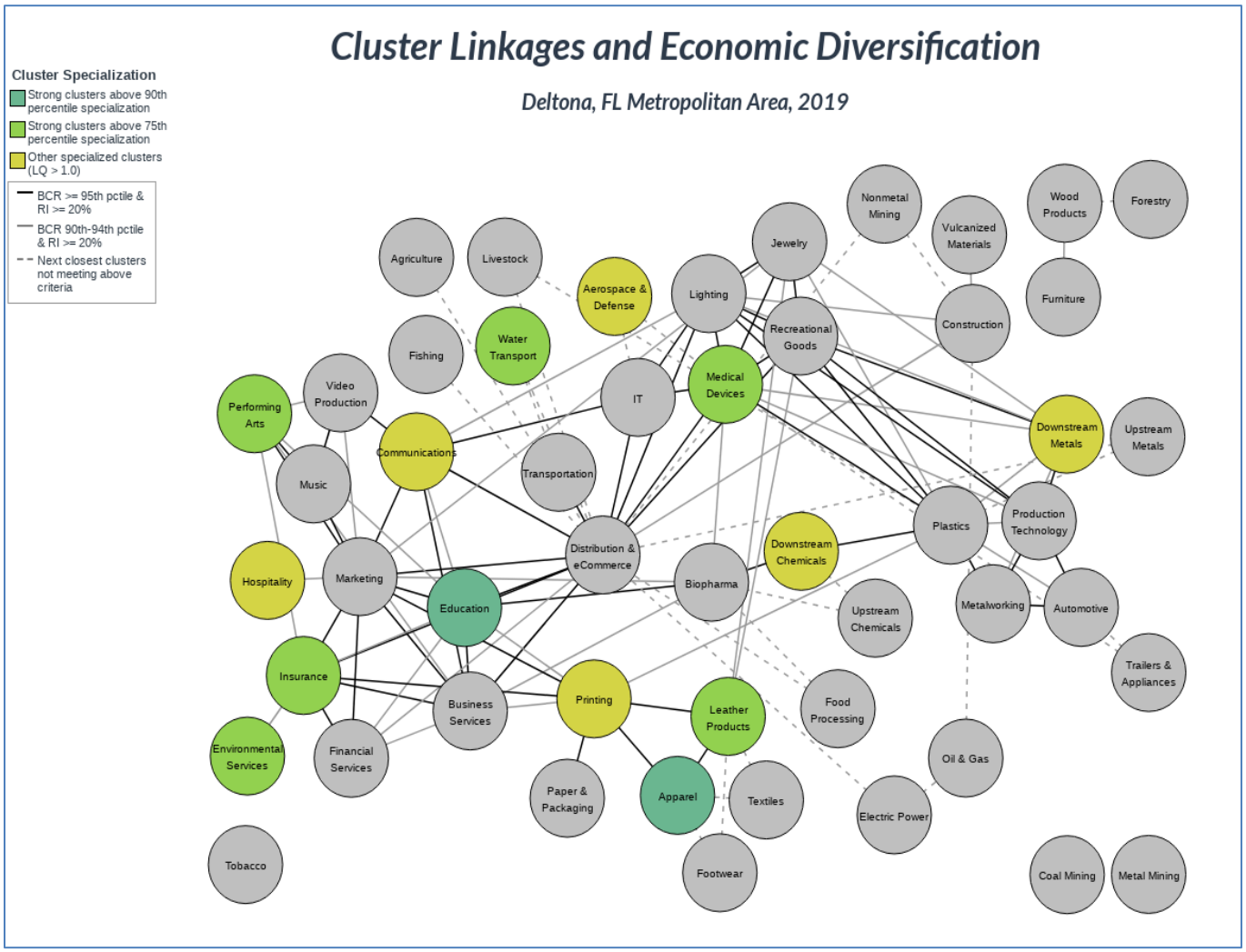
Source: Volusia County Economic Development, First Quarter 2022 Update, May 22

SECTION II TARGET INDUSTRIES

Industrial Clusters

Industry clusters are regional concentrations of related industries. Clusters consist of companies, suppliers, and service providers, as well as government agencies and other institutions that provide education, information, research, and technical support to a regional economy. One might say that clusters are a network of economic relationships that create a competitive advantage in a particular region. This advantage then becomes an enticement for similar industries and suppliers to those industries to develop or relocate to a region. The following graphic demonstrates the Volusia County industry clusters.

Figure 10. Cluster Linkage Diagram



Clusters exist where the economic activities in a set of related industries in a given location reach critical mass. It is at this point that local linkages begin to have a meaningful impact on the performance of companies and that important opportunities for local collaboration among firms and other organizations in the relevant fields arise. Clusters emerge naturally in the market process, providing

productivity benefits to companies as they grow in size. They become attractive to companies looking for a new location and grow through the performance of companies already located there. Companies in clusters gain access to specialized regional suppliers, service providers, and institutions, and can also benefit from deep pools of skilled employees and shared infrastructure dedicated to their needs.

Developing industry clusters has become a key goal for regional economic development as clusters have been shown to strengthen competitiveness by increasing productivity, stimulating innovative new partnerships, even among competitors, and presenting opportunities for entrepreneurial activity.

State of Florida (Enterprise Florida) Target Industries

The State of Florida has identified nine key business industries under the direction of Enterprise Florida, a public-private partnership. These industries range from growing fintech clusters and aviation MRO to semiconductor and medical device manufacturing.

- Aviation & Aerospace
- Cleantech
- Defense & Homeland Security
- Financial & Professional Services
- Headquarters
- Information Technology
- Life Sciences
- Logistics & Distribution
- Manufacturing

Financial & Professional Services is by far the largest of the Major Industries with over 138,000 establishments employing 952,863 with total wages of 77.9 billion. This is followed by Logistics & Distribution and Manufacturing.

Table 20. State of Florida Major Industries

State of Florida Major Industries			
	Establishments	**Employment**	**Total Wages**
Financial & Professional Services	138,739	952,863	$77.9b
Logistics & Distribution	69,759	750,080	$13.4b
Manufacturing	20,933	334,254	$6.5b
Information Technology	34,261	272,548	$6.8b
Aviation & Aerospace	4,425	203,865	$4.0b
Defense & Homeland	22,621	194,828	$5.9b
Cleantech	9,539	105,353	$2.6b
Life Sciences	1,571	28,273	$672.2m

Source: Enterprise Florida; Localintel, Inc.

Financial & Professional Services
Florida is home to the third-largest cluster of insurance and banking companies in the United States. Florida's prominent professional services and finance companies offer fintech, banking, insurance, architecture, accounting, marketing, alternative investments, hedge funds, portfolio management, consulting, and engineering services, among others.

Distribution & Logistics
Florida is home to 20% of all U.S. exporters and the second-largest foreign trade zone network in the nation. As the Western Hemisphere's commercial gateway, Florida is a top choice for any company in search of global access and a direct path to rapidly expanding markets in Latin America and the Caribbean.

Manufacturing
Florida is ranked among the nation's top 10 states for manufacturing. Manufacturers choose Florida for its pro-business policies, strong workforce, and access to domestic and global markets.

Information Technology
Florida's technology industry offers a broad range of expertise, from software to photonics to modeling, simulation, and training.

Aviation & Aerospace
Florida, and especially the Deltona-Daytona Beach, Ormond Beach MSA, is well established within the target sector being the home to Kennedy Space Center, Cecil Spaceport, and Cape Canaveral Air Force Station. Florida has 130 public-use airports and 20 commercial airports. The Sunshine State is a major hub for flight training and MRO and a leading location for manufacturing aircraft and aircraft components.

Cleantech
The State of Florida has over 9,500 cleantech companies, ranging from solar energy to bioplastics to bioremediation thanks in part to its strategic location, natural resources, transportation infrastructure, and skilled labor force.

Defense & Homeland Security
Florida is home to 20 major military installations and three unified combatant commands. Virtually every major defense contractor from the U.S. and abroad has significant operations in Florida. The Florida defense and homeland security industry is one of the nation's largest.

Life Sciences
More than 1,440 establishments operate within the Florida biotech, pharmaceutical, and medical development scene, with a foundation of more than 46,000 healthcare establishments. The state offers these companies and R&D centers a broad range of industry expertise. Florida is home to the nation's second-largest medical device manufacturing industry, second-largest pharmaceutical manufacturing industry, and fifth-largest biotech R&D industry.

Orlando Space Coast Region Target Industries

The major industries identified by the State of Florida have varying degrees of concentration based on a region's assets including infrastructure, access to markets, similar companies in the supply chain, etc. Ormond Beach and Volusia County are located within the Orlando Space Coast Region, a marketing region delineated by the State of Florida's public/private economic development agency, Florida Enterprise. The Orlando Space Coast region includes Volusia, Brevard, Osceola, Orange, Seminole, Lake, and Sumter Counties. The Orlando Space Coast Region boasts an advantage within various Major industries identified by the State.

The Orlando-Space Coast region supports innovative industries like Aerospace & Defense, Advanced Manufacturing, and Life Sciences & Health.

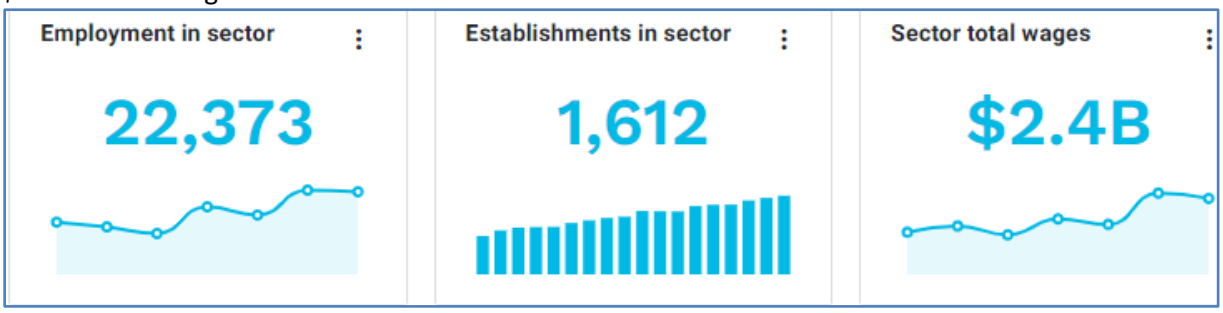
Aviation & Aerospace

The aviation & aerospace target industry currently has employment 62,000 within 634 firms. The sector generates a payroll of $12.1 billion.



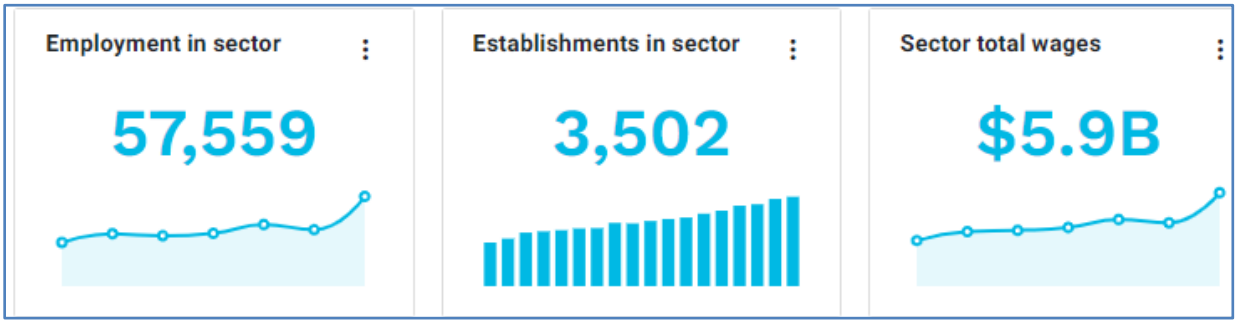
Cleantech

Cleantech currently employs approximately 22,400 workers within 1,612 establishments and generates $2.4 billion in wages.



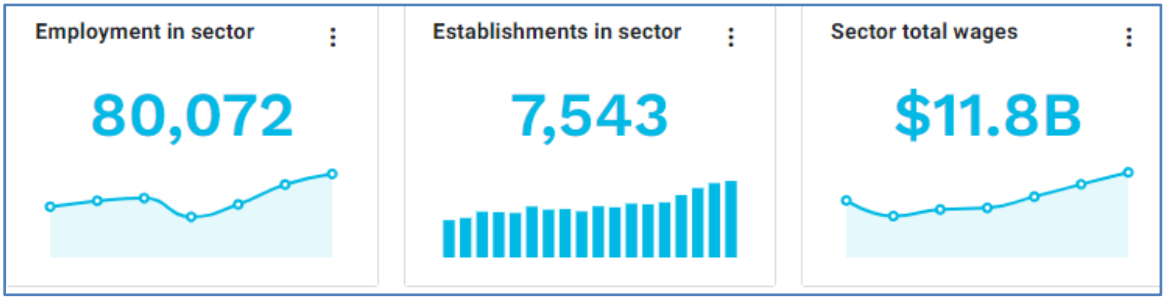
Defense and Homeland Security

Like Florida as a whole, the region is a major national leader in defense and homeland security employing 57,559 and generating $5.9 billion in total wages.



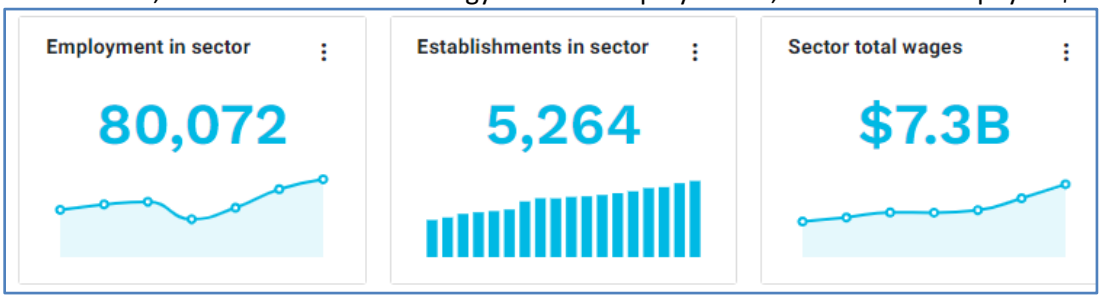
Financial Services

The region is a major financial service hub. There are over 80,000 workers employed in this sector which generates $11.8 billion.



Information Technology

There are 80,000 information technology workers employed in 5,264 firms with a payroll$7.3 billion.



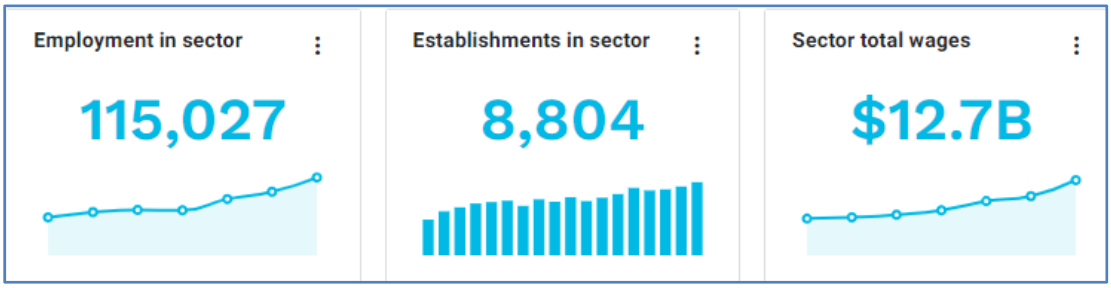
Life Sciences

The Space Coast region has almost 2,500 life science employees. The sector has 191 establishments. No wage data is available.



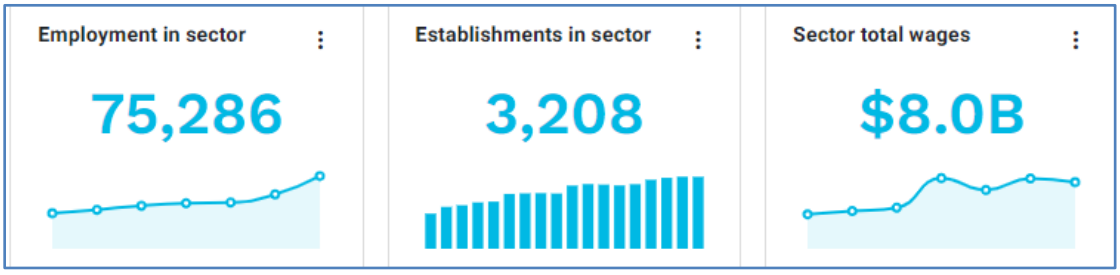
Logistics & Distribution

The region has a logistics & distribution employment of 115,000 employees within 8,800 firms and a payroll of $12.7 billion.



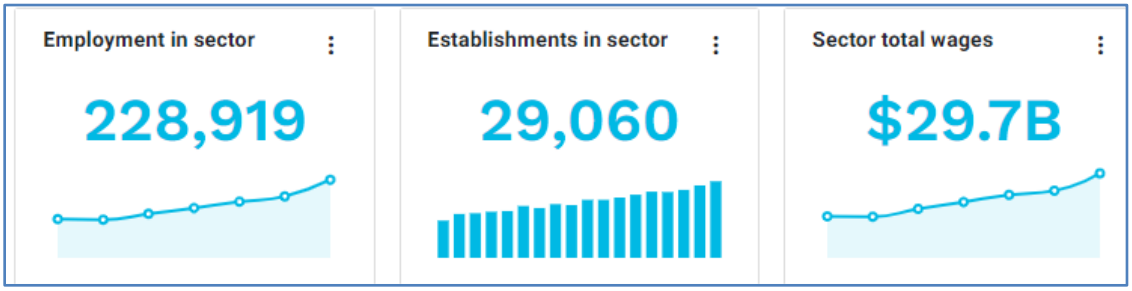
Manufacturing

The region has over 75,000 manufacturing jobs located in 3,208 establishments. Total wages are estimated at $8.00 billion.



Professional Services

The Space Coast Region contains approximately 229,000 professional service employees within 29,000 establishments and a payroll of $29.7 billion.



Volusia County Target Industries

Volusia is within the Orlando Space Coast Region and the county is aligned to take advantage of these major industries due to proximity, infrastructure, supply chain, and foreign trade.

Aviation & Aerospace

Volusia County employs approximately 1,700 aviation and Aerospace employees. As shown on the next page the County has significant vacant properties well positioned for the aviation and aerospace sector. Sharing the I-95 corridor and located adjacent to Volusia County (south), Brevard County has one of the

largest concentrations of high technology employment in the nation and the highest in Florida. A study by Bryce Technology for Volusia County focused on targeting parts of the Brevard Space Industrial complex.[2]

Advanced Manufacturing

Volusia County is home to more than 450 manufacturing companies within a wide array of specialties including tool-and-die, marine and boat manufacturing, aviation and automotive component manufacturing, medical devices manufacturing, food production, electronic component manufacturing, and apparel manufacturing. Volusia County has manufacturing employment of 9,325.

Financial & Professional Services/Headquarters

Many service companies call Volusia County home. This includes insurers and risk management companies such as Brown & Brown Insurance, Security First, internet technology companies, customer service call centers, and more. Existing building conversions can tailor space to the exacting needs of the companies. And available land is available for new construction, including many sites that are particularly convenient for workers. The County has 13,402 professional service employees.

Headquarters

Volusia County is the home to over 13 corporate headquarters. The State's tax laws are incredibly positive for headquarters. The State has no corporate franchise tax, no state personal income tax, no tax on inventory, and no tax on foreign income.

Life Sciences

From major hospitals and labs to one of the largest global medical device manufacturers in the world, Volusia County is home to several elite industry leaders in life sciences. Volusia County currently has 737 life and science employees.

Logistics & Distribution

The County has excellent Interstate access. Interstate 95 runs north and south through Volusia County and intersects with Interstate 4 in Daytona Beach. Interstate 95 is the main conduit along the eastern seaboard stretching from Miami to the South and New England to the North. Interstate 4 connects Daytona Beach with Orlando in Central Florida and Florida's west coast connects Interstate 75 in Tampa.

Volusia County is at the center of Florida's growing eastern region. Its proximity to Florida's Interstate Highways, Airports, and the entire eastern seaboard makes Volusia County the ideal location for transport and distribution. The County employs 7,164 logistics and distribution workers.

Volusia County Foreign Trade and Investment

Foreign trade and investment also factor into the equation when focusing on the target industry for expansion and recruitment.

Export/Import Metrics

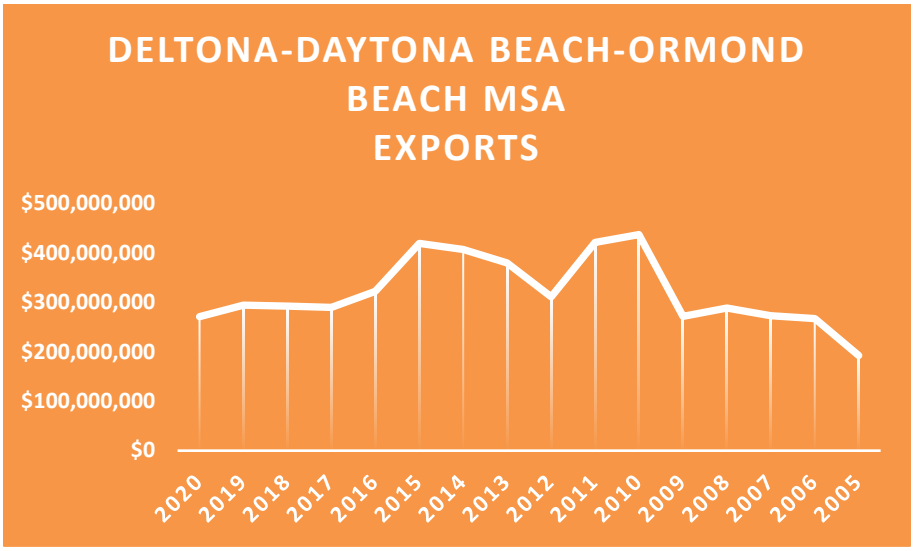
Industries that export products are leading prospects for economic developers because they cater to the world market and generate the largest economic/fiscal impacts on communities. The region's exports peaked in 2010 declining to $271.4 million in 2020.

[2] Volusia County Commercial Space Supply Chain Characteristics, Bryce Technology, March 27, 2019

Only Ormond Beach company is listed as having exports. Germfree Laboratories, Inc. exported $334,400 worth of exports in 2021. Union Engineering North America had $4.48 million worth of exports, the highest export value in the immediate region (Palm Coast).

Volusia County Import/Export data

Figure 11. Ormond Beach Regional Exports, 2005-2020



Source: View Data: Metro Bulk Table (trade.gov)

A list of the MSA's exports by product type is shown on the following page.

- 314--Textile Mill Products
- 325--Chemicals
- 332--Fabricated Metal Products
- 333--Machinery
- 334--Computer & Electronic Products
- 335--Electrical Equipment
- 336--Transportation Equipment
- 339--Miscellaneous Manufactures
- RESI--Residual - Not in the Top 5

Ormond Beach Target Industries

The 2017-2019 SEDP target industries were:

Advanced Manufacturing

- Aerospace Manufactures: Parts & Components and OEM Supplier
- Computer & Electronic Product Manufacturing: Navigational, Measuring, Electromedical & Control Instruments
- Machine Manufacturing: Agricultural, Construction, and Mining Machinery
- Medical Equipment & Supplies: Medical Machinery, Instrumentation, and Devices

Other Sectors

- Professional & Business Services: Regional Headquarters & Customer Service Centers
- Emerging Technologies: Aerospace Research & Development
- Distribution & Warehouse: Online Retail, Traditional Retail, Food, and Grocery

Current Target Industries

Based in part on data detailed previously, Ormond Beach should focus not only on the Space Coast and Team Volusia target industries but also on the City's current economic development successes as well as considering three specific geographic areas:

- Ormond Crossing and the expanded N US 1 corridor.
- Airport and adjacent properties.
- Commercial Corridors.

The target industries include:

- Manufacturing
- Professional Services
- Aviation & Aerospace
- Logistics & Distribution
- Life Sciences
- Financial & Professional

National Corporate Site Location Criteria

Each year Area Development surveys both corporate leadership and corporate/business site selector consultants to select new sites for new corporate locations or expansion.

The 37th Annual Corporate survey illustrates corporate factors related to location decisions.

Figure 12. Corporate Location Survey, 2021

COMBINED RATINGS* CORPORATE SURVEY

Site Selection Factors	2021	2020
Ranking		
1. Labor costs	96.4	84.2 (5)**
2. Availability of skilled labor	94.9	91.4 (1)
3. Energy availability and costs	94.7	85.3 (3)
4. Inbound/outbound shipping costs	93.2	76.8 (10)
5. Highway accessibility	93.1	88.7 (2)
6. Raw materials availability	87.8	59.1 (21)
7. Corporate tax rate	87.7	80.0 (7)
8. State and local incentives	84.5	77.2 (9)
9. Environmental regulations	82.5	71.6 (13)
10. Tax exemptions	82.4	78.6 (8)

ll figures are percentages and are the total of the "very important" and "important" tings of the Area Development Corporate Survey

As shown, corporate decision-makers ranked labor costs #1, a significant increase from 2020. The other major factors were the availability of skilled labor, energy costs, shipping costs, and highway access.

The latest survey also shows the importance of corporate tax rates, state and local incentives, and environmental regulations.

The 19th Annual Consultant Survey of location factors is usually different that the results of the Corporate survey as shown here. The #1 factor is the proximity of major markets is slightly higher than the availability of skilled labor. The two different surveys list the same overall factors but with available land and available buildings added.

Figure 13. Site Consultant Site Selection Criteria, 2021

Site Selection Factors	2021	2020
Ranking		
1. Proximity to major markets	98.3	89.5 (8)**
2. Availability of skilled labor	98.2	98.3 (2)
3. Highway accessibility	94.8	98.3 (2T)
4T. State and local incentives	93.0	93.0 (5)
4T. Proximity to suppliers	93.0	91.0 (7)
4T. Available land	93.0	89.4 (9)
7. Energy availability and costs	91.2	94.7 (4)
8. Expedited or "fast-track" permitting	89.5	82.5 (14)
9. Occupancy or construction costs	87.5	84.2 (13)
10T. Tax exemptions	86.0	91.2 (6)
10T. Available buildings	86.0	87.7 (10)
10T. Inbound/outbound shipping costs	86.0	86.0 (11T)
13. Labor costs	85.9	100.0 (1)
14. Raw materials availability	79.0	65.0 (21T)
15. Training programs/technical schools	78.9	71.9 (18T)
16. Environmental regulations	76.9	71.9 (18T)
17. Availability of unskilled labor	76.8	65.0 (21T)
18. Quality-of-life	75.4	70.2 (20)
19T. Accessibility to major airport	73.7	80.7 (15)
19T. Water availability	73.7	49.1 (25)
21. Low union profile	70.2	86.0 (11T)
22. Right-to-work state	70.1	77.2 (16)
23. Corporate tax rate	63.1	75.4 (17)
24. Proximity to innovation commercialization/R&D centers	53.6	54.4 (23)
25. Railroad service	43.9	41.9 (26)
26T. Availability of advanced ICT services	42.1	53.6 (24)
26T. Waterway or oceanport accessibility	42.1	35.1 (27)
28. Availability of long-term financing	22.8	29.9 (28)

Both surveys show the importance of incentives in the site selection process.

Figure 14. Importance of Incentives



Source: Area Development Editors <newsletter@areadevelopment.com

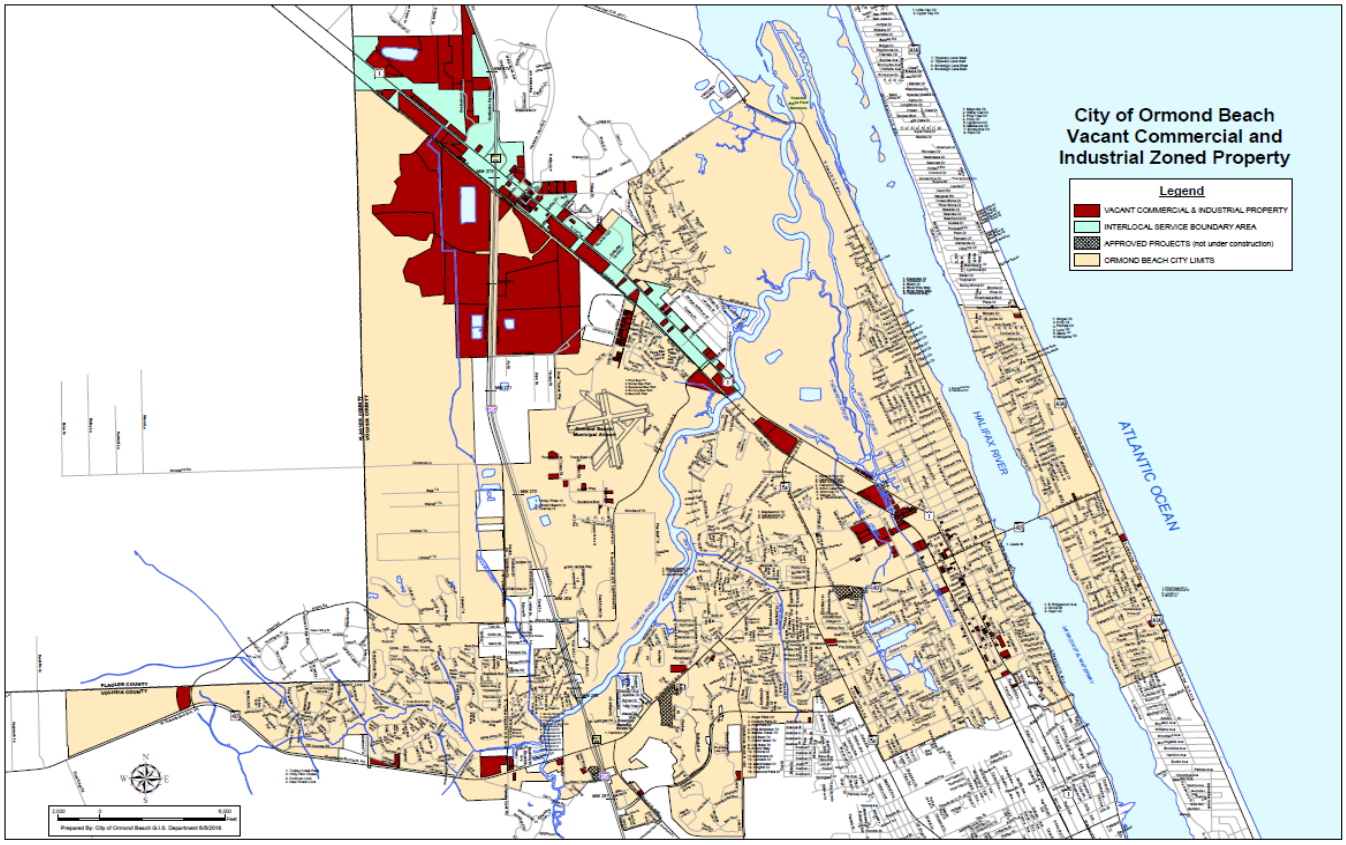
SECTION III INVESTING IN THE CITY'S ECONOMIC DEVELOPMENT FUTURE

A community should spend resources to encourage and support business investment and job creation, especially to diversify the community's tax base. Take for example a manufacturing facility that has a 235,000-square-foot facility that employs about 250 people. The company pays local taxes and fees equivalent to 238 average homes in Ormond Beach. Additionally, the company has created high-paying jobs that require highly skilled employees that live and spend money in the community and region.

Ormond Beach is fortunate to have several economic assets that are driving the City's economic development future and therefore should be a priority for future implementation of the economic development strategic plan.

As shown in the following graphic, land availability is limited within the City. The majority of available land is within the northwest quadrant of the City and along the US 1 corridor.

Figure 15. Vacant Commercial and Industrial Zoned Property

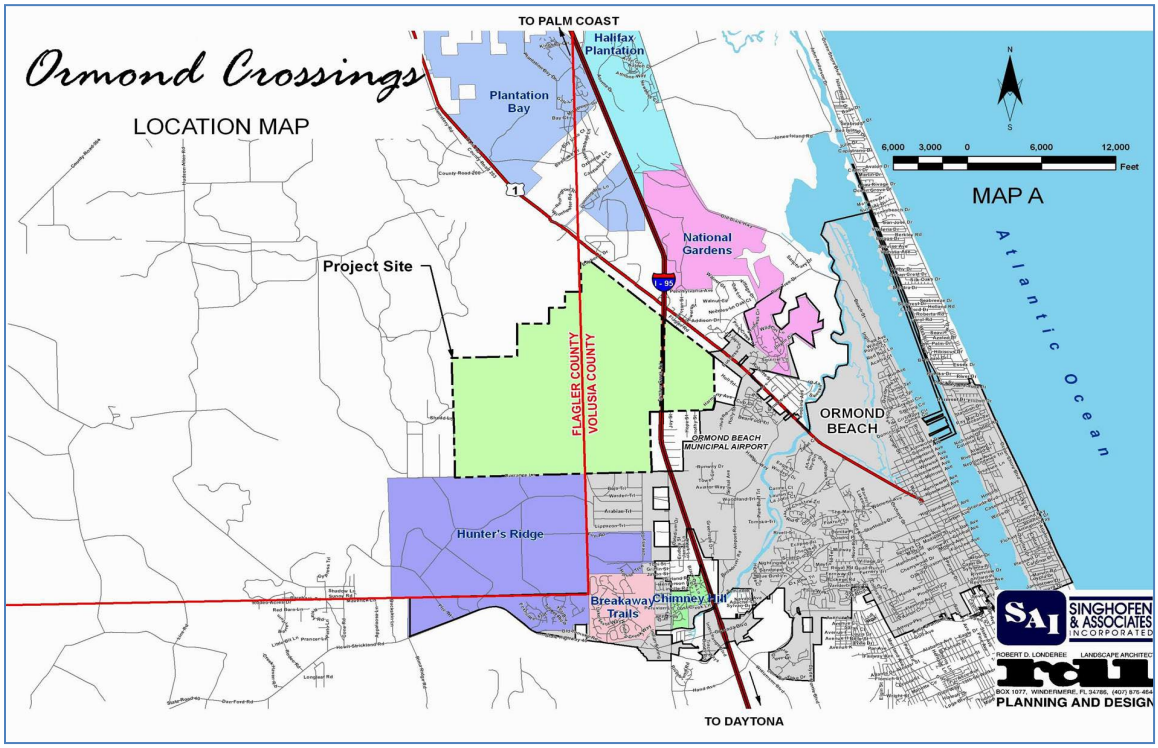


Ormond Crossings

In 2002, the City Commission worked with Volusia County and developer Tomoka Holdings to create a 3,300-acre planned development, including a 570-acre Commerce Park, and provide a land area for job creation and capital investment. It more than doubled the size of the Airport Business Park, which is 173 acres, and its location has two key site selection requirements: visibility and accessibility to a major highway and rail line.

Ormond Crossing is a Community Redevelopment Area (CRA) and on April 21, 2020, the County Council of Volusia County, Florida adopted Resolution 2020-43 amending the CRA for Ormond Crossings again, extending it until the earlier of the following: Completion of payment for Crossing Boulevard Segment 1; or December 31, 2034.

Figure 16. Ormond Crossing Mix Use Development

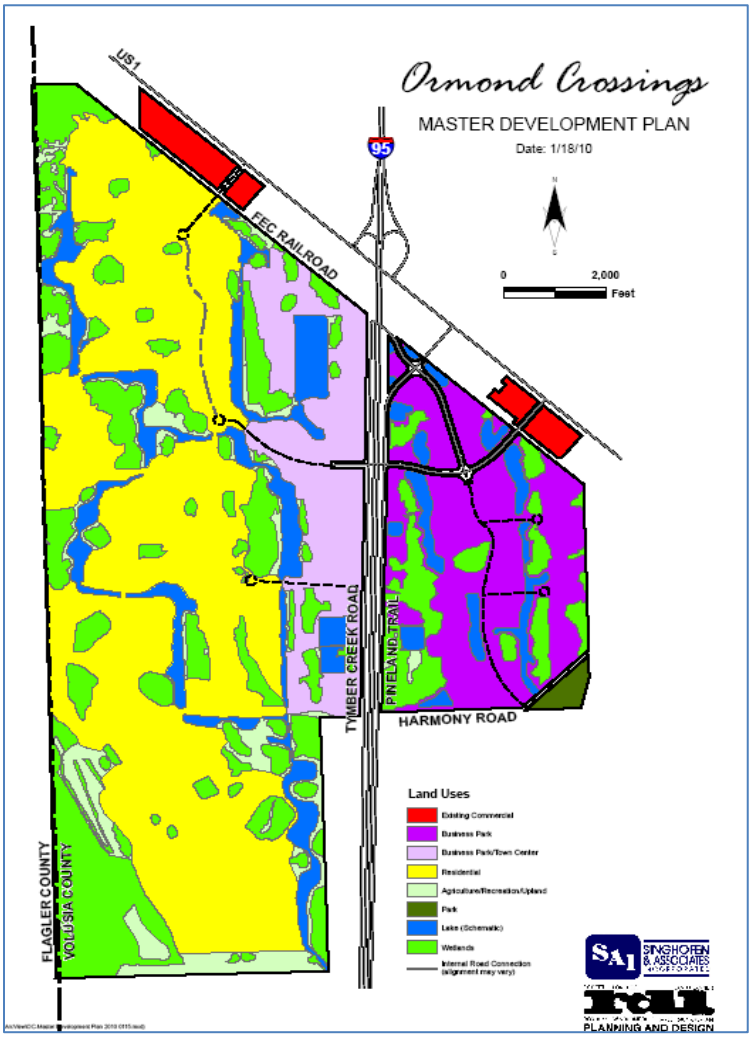


Ormond Crossings is planned to have 4,870,000 square feet of commercial/industrial usage and 2,950 residential units.

Table 21. Ormond Crossing Land Use

Land Use	Total	
	Sq. Ft.	Units
Retail Commercial	200,000	
Office	900,000	
Business/Flex-space	350,000	
Industrial	800,000	
Storage	240,000	
Warehouse/Distribution	560,000	
Public/Institutional	165,000	
Residential in Ormond		2,950
US 1 Frontage (estimate)	1,655,000	
Total	**4,870,000**	**2,950**

Figure 17. Ormond Crossing



Master Plan

Ormond Crossing is anchored by Security First Insurance Headquarters, a 136,000 sq. ft. building designed to house 750 full-time employees. The building was completed in 2019 and today has over 400 employees. The 2021 appraised value is $19.8 million (2021) and generated a property tax of $347,472.

Figure 18. Security First Insurance Headquarters



Ormond Beach Municipal Airport

The airport facility offers two intersecting runways 9/27 and 17/35, which are 4,004 feet and 3,701 feet respectively, six taxiways that are fully lit, and a 1,000-square-foot passenger terminal building, with 45 on-airport parking spaces. About 50 tie-downs for the

airport's general aviation aircraft and 150 covered parking spaces for aircraft (between the airport's T-hangars and conventional hangars).

About 156 aircraft are based at the airport, with an average of approximately 119,000 annual operations (takeoffs or landings) since 2008. The Airport is owned and operated by the City of Ormond Beach and is designated by the Federal Aviation Administration as a publicly owned, public-use general aviation facility, and by the National Plan of Integrated Airport Systems as a General Aviation (GA) Transport Type (TR) Airport.

Airports offer economic contributions to the Florida economy locally, regionally, and state-wide. Ormond Beach Municipal Airport is no exception. The airport offers three direct impacts to the community: (1) the provision of aviation services by the businesses at the airport and the jobs and wages they create (2) the capital investment made by the tenants and the capital improvements made by the airport, which facilitates additional revenue and job creation (3) out-of-area spending by businesses and visitors that fly into and through the Ormond Beach Municipal Airport. These direct impacts create indirect impacts within the community and the region. According to the most recent FDOT Statewide aviation impact study, the summation of the direct and indirect impacts generates total regional employment of 426 with total regional payroll of $18.7 million and total regional output or business services of $56 million.

Figure 19. The multiplier effect of general Aviation



The Airport is strategically located between Cecil Spaceport near Jacksonville and Cape Canaveral in Brevard County. The growth and investment in the aerospace industry, particularly surrounding space exploration and emerging technologies like VTOLs (vertical take-off and landing) and UAVs (unmanned aerial vehicles) portend opportunities for growth in supply chain companies located within the region to participate and innovate in this expanding industry cluster.

Figure 20. Ormond Beach near Cape Canaveral

The Ormond Beach airport, as a general aviation facility, has many opportunities to support the growth of this cluster through the use of its facility for business activity as well as for available land for the development of aviation and aerospace-related companies that require immediate access to an airfield. As identified below, the City continues to identify and make important investments in the airport to accommodate this growth.

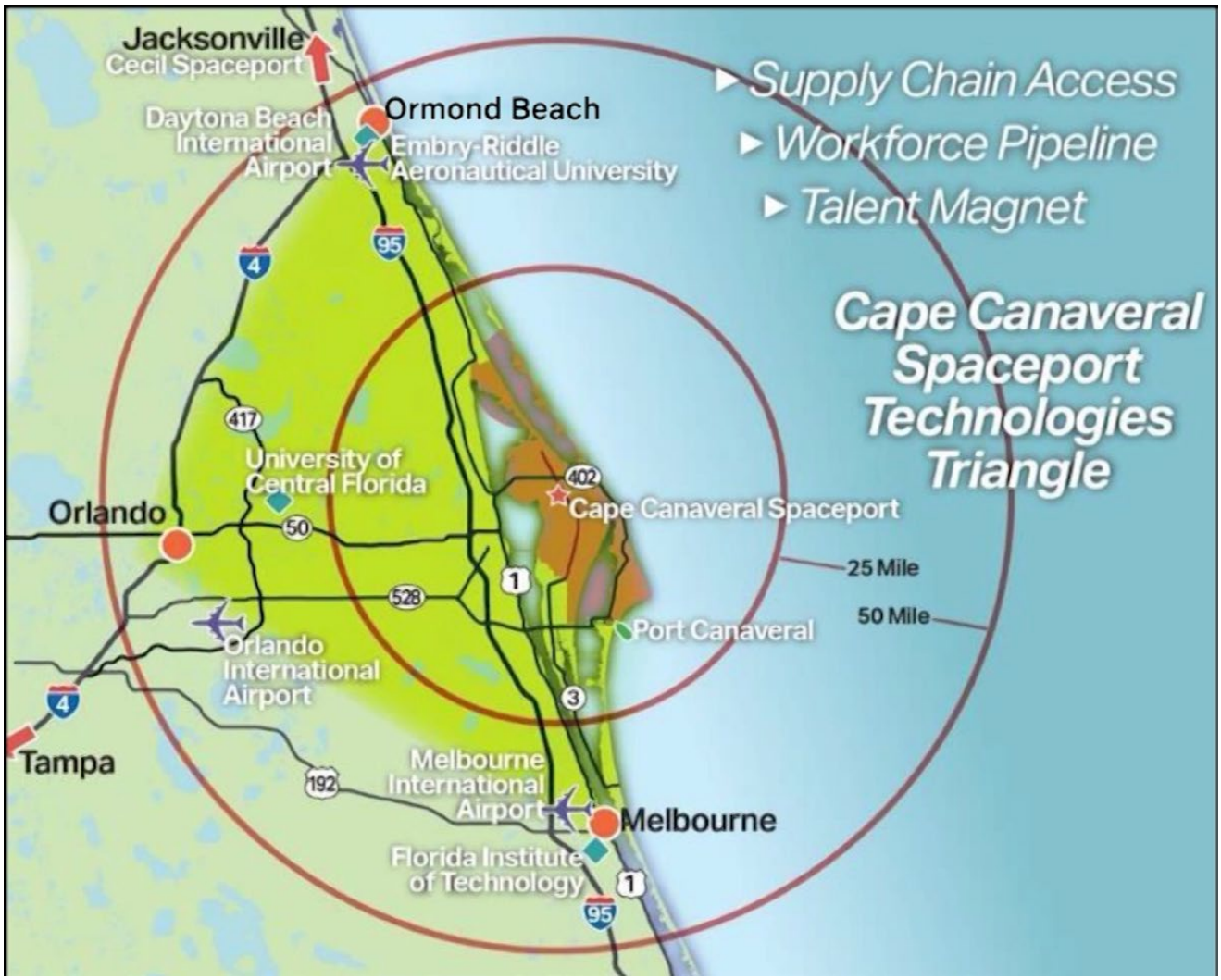
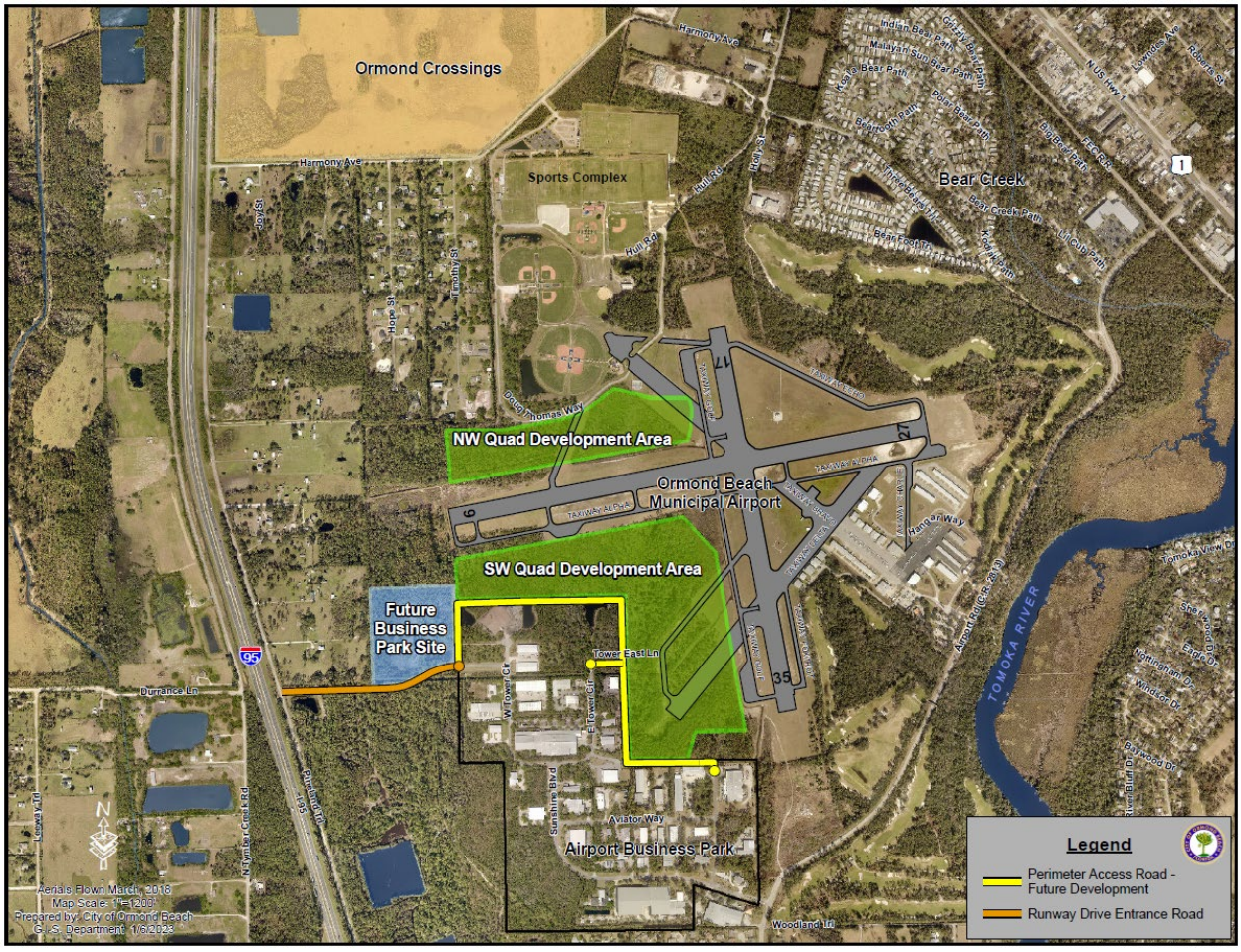


Figure 21. Available Airport Land



Ormond Beach Airport Business Park

The Ormond Beach Airport Business Park is situated on 176 acres and has become a popular address for businesses of all kinds including manufacturing, assembly, back office, communications, engineering, and more. The business park is a major employment center for the city and is home to 48 businesses supporting over 1,000 jobs. A current project underway is the creation of a secondary egress and ingress road to the business park, facilitating a more effective and efficient flow of commerce and employees. As an economic development asset, it will be important for the City to invest in ongoing improvements in the park to accommodate the growth in existing businesses and future businesses that will be attracted to Ormond Beach.

The Ormond Beach Airport Commercial Park is located immediately south and west of the main runway and is home to a large number of tenants as shown below.

Figure 22. Airport Business Park Vicinity Map and List of Tenants.



Historic Ormond Beach

Historic Ormond Beach is a major economic hub. The Downtown is also a Community Redevelopment Area that provides a host of development incentives.

The latest downtown master plan was completed in 2019. In reviewing the Downtown Master Plan and stakeholder input more of the following was desired for this area:

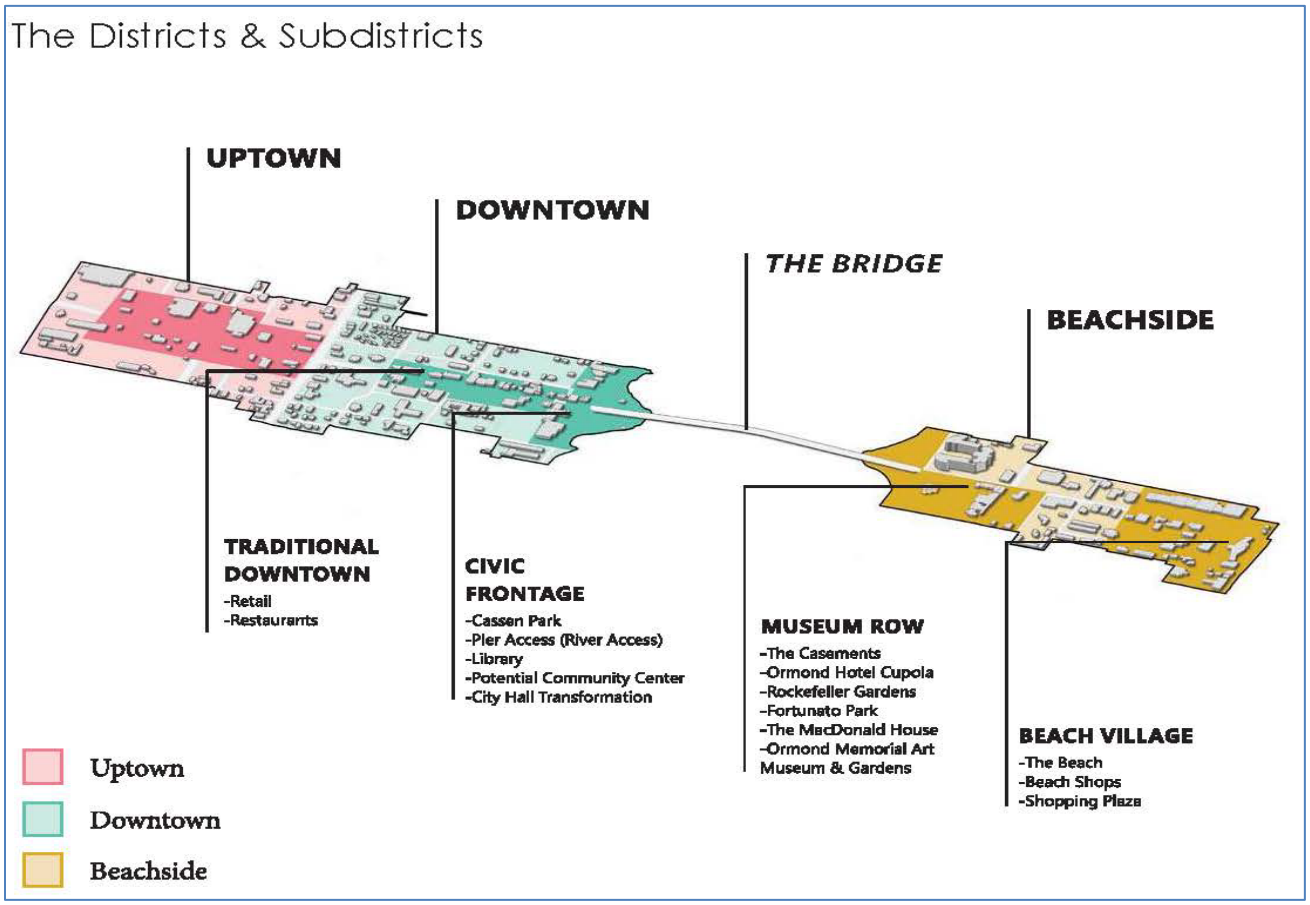
- Walkable streets
- Sidewalk Cafes
- Parking
- Safe Crosswalks
- Mixed-use development
- Arts & cultural events

The Master Plan focused on six themes:

1. Economic Development
2. Sense of Place & Appearance
3. Transportation
4. Recreation & Open Space
5. Arts & Culture
6. Residential Neighborhoods

A signature feature of the Ormond Beach CRA is the local flare of the majority of restaurants, retail, and professional and personal services that are offered in the district. The Economic Development Department should continue to work closely with Ormond Main Street to implement the economic development priorities identified in the plan.

Figure 23. Downtown Ormond Planning Districts



Corridors - Economic Development Potential

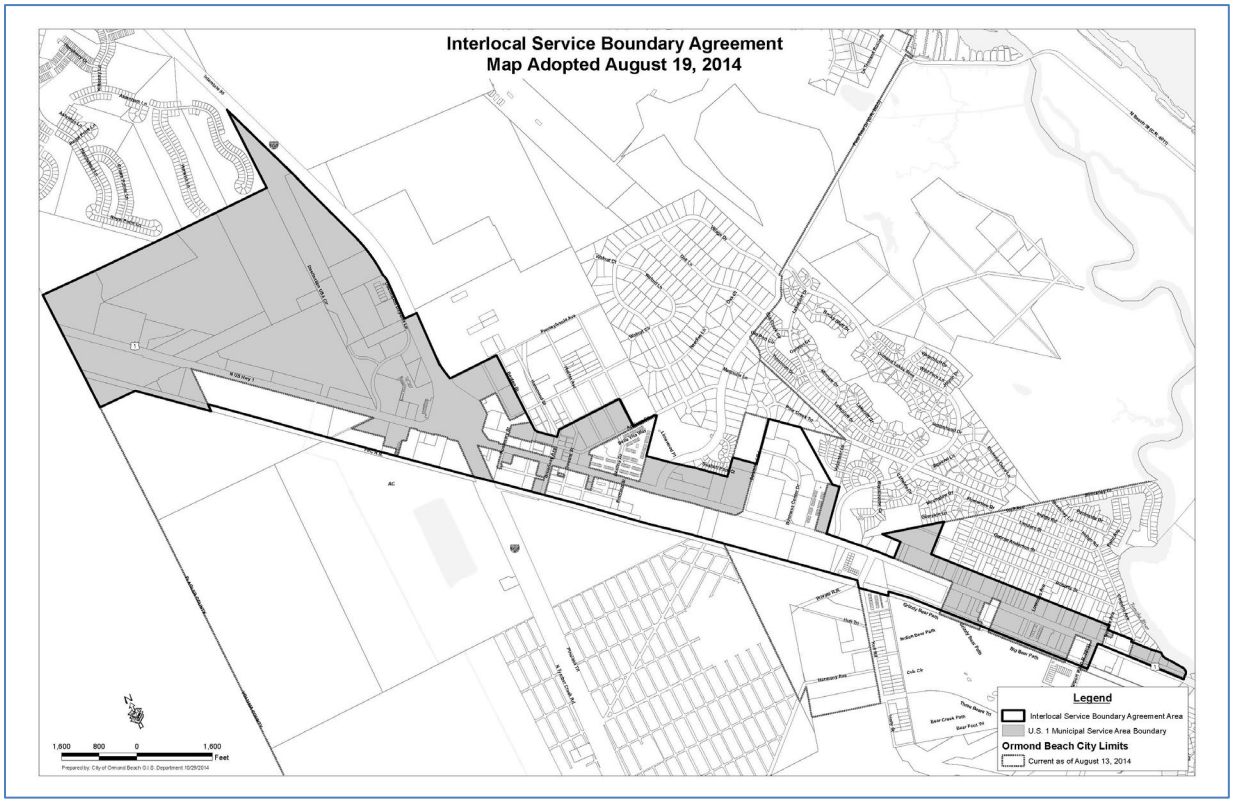
Except for Ormond Crossing and the Airport, the City's future growth will be through revitalization and infilling within its main arterials (transportation) corridors and through annexation.

North US 1 Investment Corridor

North US1 is the northerly entranceway into the City of Ormond Beach via the interchange at Interstate 95. This north-south transportation corridor has experienced tremendous growth over the past three years, which included industrial, commercial, and residential development. Ormond Beach Commission has for many years encouraged the revitalization of the gateway to eliminate blight and promote economic development, especially the development of Ormond Crossing.

The following graphic shows the overall boundary of the North US 1 corridor.

Figure 25. North US Highway 1 Service Area Boundary



The I-95/US 1 interchange is a major limiting factor in the redevelopment of the corridor and Ormond Crossing. The Florida Department of Transportation (FDOT) is conducting a Project Development and Environment (PD&E) Study for Interstate 95 (I-95) at U.S. 1 interchange (exit 273) in Ormond Beach. The eventual improvement will accommodate the increased traffic demand and support positive economic development growth happening in the corridor.

The City of Ormond Beach and the County of Volusia established a municipal service area for North US Highway 1. The North US Highway 1 corridor serves as the northernmost gateway into the County of Volusia and the cities of Ormond Beach, Holly Hill, and Daytona Beach. Residents, tourists, and business owners utilize the gateway to travel to and from various destination points in the cities.

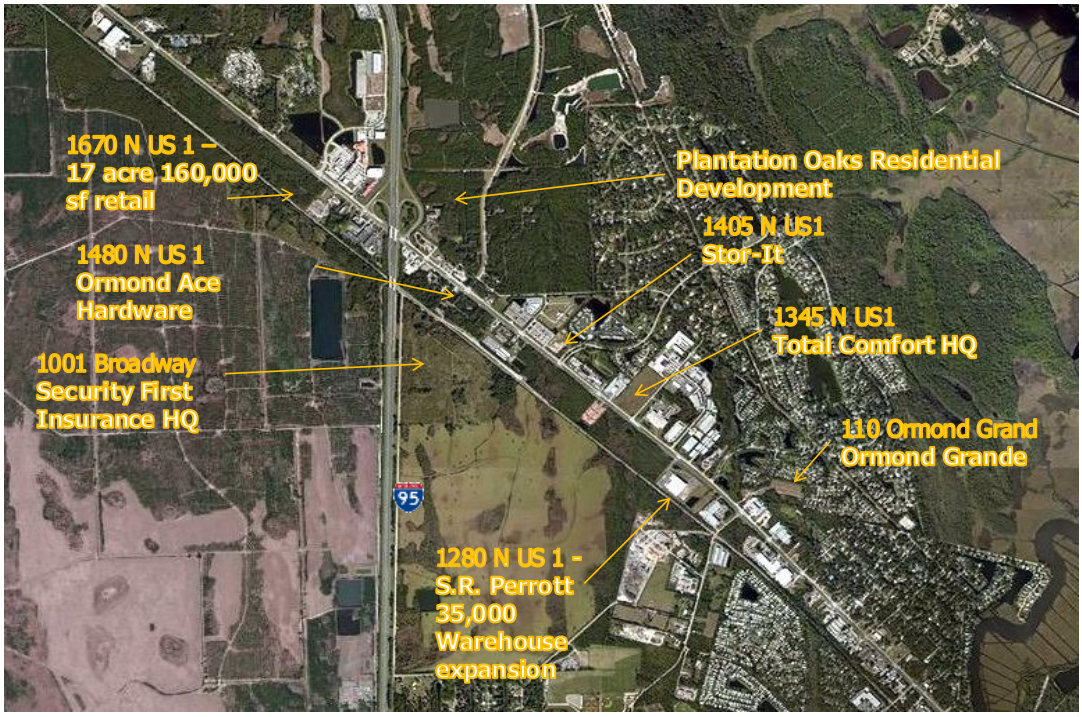
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This study will evaluate improvements to the I-95 interchange as well as the approximately one-mile segment of U.S. 1 between Plantation Oaks Boulevard/Broadway Avenue and Destination Daytona Lane. The purpose of this PD&E Study is to accommodate the existing and future travel demand, improve safety and enhance pedestrian connectivity by developing solutions, known as alternatives, which improve operations at the I-95 interchange and along U.S. 1.

The PD&E study began in August 2021 and is anticipated to take 24 months to complete.

Figure 25. North US1 Development Activity



The following graphic shows some of the development projects that have been or are in the process of being built along North US Highway 1.

According to ESRI data, the North US 1 corridor has 291 businesses with approximately 2,615 employees.

This corridor is home to many long-standing large employers in the City including Edgewell Personal Care, ABB, S.R. Perrott, Hudson Technologies, and Security First Insurance.

Table 22. Businesses within North US 1 Corridor

Data for all businesses in area	
Total Businesses:	291
Total Employees:	2,615
Total Residential Population:	1,410

Security First Insurance anchors Ormond Crossing discussed earlier. Ormond Crossing is anchored by Security First Insurance Headquarters, a 136,000 sq. ft. building designed to house 750 full-time employees. The building was completed in 2019 and today has over 400 employees. The 2021 appraised value is $19.8 million (2021) and generated a property tax of $347,472.

Table 23. N US 1 Retail Metrics: 10-minute Radius (green)

Industry Summary	NAICS	Demand (Retail	Supply (Retail Sales)	Retail Gap	Leakage/Surplus Factor	Number of Businesses
Total Retail Trade and Food & Drink	44-45, 722	$701,557,178	$691,927,023	$9,630,155	0.7	509
Total Retail Trade	44-45	$636,219,126	$608,052,555	$28,166,571	2.3	384
Total Food & Drink	722	$65,338,052	$83,874,468	-$18,536,416	-12.4	125
Industry Group	**NAICS**	**Supply (Retail Potential)**	**Retail Gap (Retail Sales)**	**Leakage/ Surplus**	**Leakage/Surplus Factor**	**Number of Businesses**
General Merchandise Stores	452	$101,597,720	$58,150,800	$43,446,920	27.2	17
Nonstore Retailers	454	$17,026,276	$431,722	$16,594,554	95.1	4
Clothing & Clothing Accessories Stores	448	$30,287,645	$18,554,980	$11,732,665	24.0	26
Bldg Materials, Garden Equip. & Supply Stores	444	$46,013,511	$37,505,172	$8,508,339	10.2	41
Electronics & Appliance Stores	443	$17,692,973	$11,473,223	$6,219,750	21.3	14
Gasoline Stations	447,4471	$65,570,985	$61,818,719	$3,752,266	2.9	16
Sporting Goods, Hobby, Book & Music Stores	451	$15,082,730	$11,343,108	$3,739,622	14.2	23
Food & Beverage Stores	445	$110,928,478	$108,135,164	$2,793,314	1.3	39
Miscellaneous Store Retailers	453	$26,179,645	$23,990,718	$2,188,927	4.4	59
Health & Personal Care Stores	446,4461	$44,137,548	$54,219,992	-$10,082,444	-10.3	44
Food Services & Drinking Places	722	$65,338,052	$83,874,468	-$18,536,416	-12.4	125
Furniture & Home Furnishings Stores	442	$22,727,809	$47,470,327	-$24,742,518	-35.2	39
Motor Vehicle & Parts Dealers	441	$138,973,806	$174,958,629	-$35,984,823	-11.5	63

The North US 1 corridor is one of the few areas that still is considered vacant (green) and available for development. As discussed the corridor which includes both Ormond Crossing and the Airport has the greatest potential for future economic development. From a retail industry perspective, several industry stores show growth potential. SPG believes the data below is conservative as it does not include the impacts of the development of either Ormond Crossing or Avalon Daytona Beach.

The corridor does share the market with an estimated 509 retail stores of which 384 are strictly retail trade. The greatest opportunities appear to be General Merchandise, Clothing and Accessories, Building Materials, and Gas Stations.

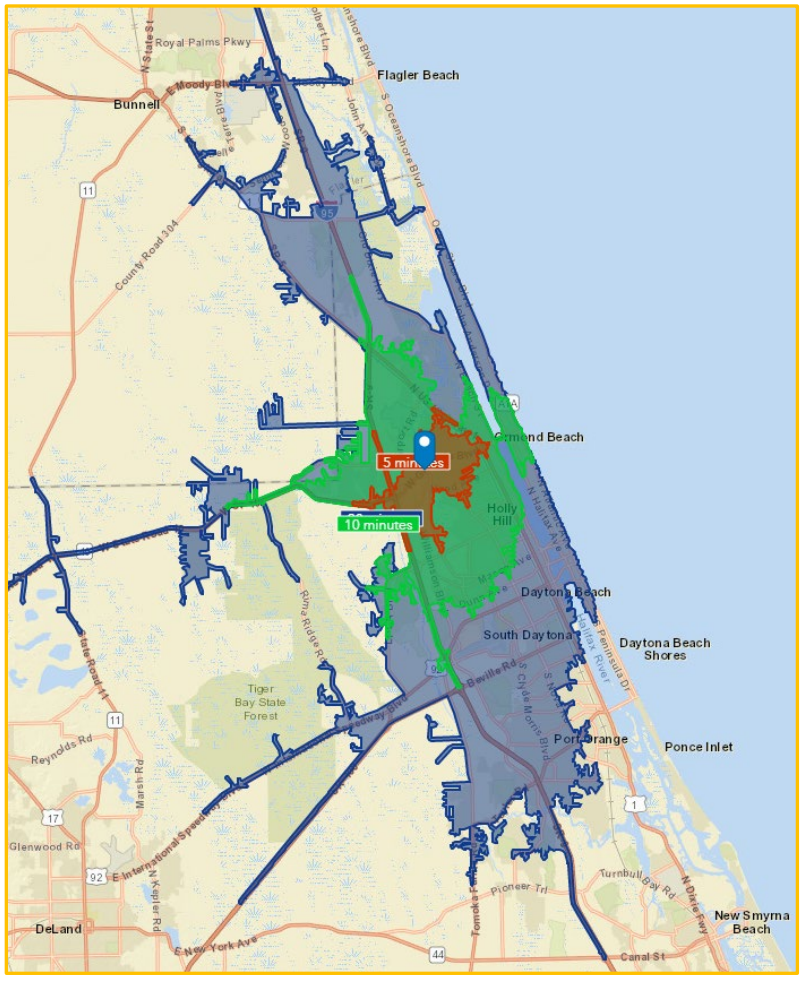
Retail Sector Update

In light of the infill and development opportunities available in the CRA and along the corridors this SEDP addresses. This SEDP addresses the need for increased retail, both new construction and to fill existing vacancies, particularly in redeveloping Downtown/Main Street. To determine the existing retail market supply and demand, SPG commissioned ESRI, one of the largest providers of retail and marketing statistics in the country to prepare a proprietary retail gap analysis of the city. Most of the major retailers and developers use ESRI data in their site selection studies. The retail gap study identifies total retail expenditures for retail goods (demand) as well as quantifies all merchandise and retail store sales within specified geographic markets (supply). The difference between expenditures (demand) and store sales (supply) indicates that there is a potential for additional merchandise and/or store types or that there is a potential surplus of stores in the market area.

Ormond Beach Citywide Retail Store GAP

Based on the ESRI gap analysis there are existing retail opportunities that the city economic development department can target to bring additional options to residents while at the same time focusing on attracting local and regional retail options that enhance and promote the growth of locally unique options that cannot be found elsewhere. Section III provides more detailed metrics.

Figure 28. Ormond Beach Market Shed, 5,10,20 minute drive time



Finally, the City launched Sizeup Ormond Beach, a free, robust business analytics tool designed to support small and medium-sized businesses in a variety of stages, from entrepreneurs looking to start their first business to seasoned business owners looking to expand their customer base. The tool offers powerful market research and business intelligence that is both industries specific and hyperlocal.

The graphic to the left shows Ormond Beach's primary market service area. Within a 20-minute drive time, its market shed is bounded to the north by Flagler Beach and Port Orange to the south.

The City of Ormond Beach is well positioned to capture the growing commercial needs of the region. With its excellent transportation linkage, oceanfront, and future growth of Avalon Dayton Beach which is located adjacent to the City's western border, and Ormond Crossing located within the City's northern boundary.

Table 24 on the following page documents the Retail GAP found within the boundaries of the City.

esri

Retail MarketPlace Profile

Ormond Beach City, FL
Ormond Beach City, FL (1253150)
Geography: Place

Prepared by Esri

Summary Demographics	
2021 Population	43,139
2021 Households	19,359
2021 Median Disposable Income	$51,433
2021 Per Capita Income	$37,576

NOTE: This database is in mature status. While the data are presented in current year geography, all supply- and demand-related estimates remain vintage 2017.

2017 Industry Summary	NAICS	Demand (Retail Potential)	Supply (Retail Sales)	Retail Gap	Leakage/Surplus Factor	Number of Businesses
Total Retail Trade and Food & Drink	44-45,722	$659,482,190	$522,756,664	$136,725,526	11.6	420
Total Retail Trade	44-45	$597,555,304	$428,990,329	$168,564,975	16.4	300
Total Food & Drink	722	$61,926,886	$93,766,335	-$31,839,449	-20.5	120
2017 Industry Group	**NAICS**	**Demand (Retail Potential)**	**Supply (Retail Sales)**	**Retail Gap**	**Leakage/Surplus Factor**	**Number of Businesses**
Motor Vehicle & Parts Dealers	441	$129,633,553	$62,119,116	$67,514,437	35.2	26
Automobile Dealers	4411	$103,003,312	$7,666,867	$95,336,445	86.1	6
Other Motor Vehicle Dealers	4412	$15,369,710	$47,585,085	-$32,215,375	-51.2	11
Auto Parts, Accessories & Tire Stores	4413	$11,260,531	$6,867,164	$4,393,367	24.2	9
Furniture & Home Furnishings Stores	442	$21,390,384	$30,270,068	-$8,879,684	-17.2	28
Furniture Stores	4421	$11,666,438	$17,189,433	-$5,522,995	-19.1	12
Home Furnishings Stores	4422	$9,723,946	$13,080,635	-$3,356,689	-14.7	16
Electronics & Appliance Stores	443	$16,717,030	$10,580,614	$6,136,416	22.5	13
Bldg Materials, Garden Equip. & Supply Stores	444	$42,998,314	$30,248,986	$12,749,328	17.4	23
Bldg Material & Supplies Dealers	4441	$39,533,983	$26,901,319	$12,632,664	19.0	18
Lawn & Garden Equip & Supply Stores	4442	$3,464,331	$3,347,667	$116,664	1.7	5
Food & Beverage Stores	445	$104,539,703	$87,642,611	$16,897,092	8.8	31
Grocery Stores	4451	$95,075,676	$75,644,068	$19,431,608	11.4	18
Specialty Food Stores	4452	$4,357,635	$1,841,173	$2,516,462	40.6	6
Beer, Wine & Liquor Stores	4453	$5,106,392	$10,157,370	-$5,050,978	-33.1	7
Health & Personal Care Stores	446,4461	$41,149,259	$55,596,891	-$14,447,632	-14.9	39
Gasoline Stations	447,4471	$61,324,687	$43,193,257	$18,131,430	17.3	16
Clothing & Clothing Accessories Stores	448	$28,861,540	$19,580,348	$9,281,192	19.2	28
Clothing Stores	4481	$19,497,244	$14,173,308	$5,323,936	15.8	18
Shoe Stores	4482	$4,340,762	$600,454	$3,740,308	75.7	2
Jewelry, Luggage & Leather Goods Stores	4483	$5,023,534	$4,806,586	$216,948	2.2	8
Sporting Goods, Hobby, Book & Music Stores	451	$14,285,778	$10,783,860	$3,501,918	14.0	21
Sporting Goods/Hobby/Musical Instr Stores	4511	$11,869,356	$10,636,495	$1,232,861	5.5	20
Book, Periodical & Music Stores	4512	$2,416,422	$147,365	$2,269,057	88.5	1
General Merchandise Stores	452	$96,051,979	$56,178,591	$39,873,388	26.2	15
Department Stores Excluding Leased Depts.	4521	$66,942,522	$46,551,636	$20,390,886	18.0	5
Other General Merchandise Stores	4529	$29,109,457	$9,626,955	$19,482,502	50.3	10
Miscellaneous Store Retailers	453	$24,571,184	$22,687,507	$1,883,677	4.0	58
Florists	4531	$1,125,352	$2,134,615	-$1,009,263	-31.0	6
Office Supplies, Stationery & Gift Stores	4532	$5,131,699	$9,325,840	-$4,194,141	-29.0	15
Used Merchandise Stores	4533	$5,184,234	$2,516,317	$2,667,917	34.6	17
Other Miscellaneous Store Retailers	4539	$13,129,899	$8,710,735	$4,419,164	20.2	20
Nonstore Retailers	454	$16,031,893	$108,480	$15,923,413	98.7	2
Electronic Shopping & Mail-Order Houses	4541	$13,181,632	$0	$13,181,632	100.0	0
Vending Machine Operators	4542	$254,234	$0	$254,234	100.0	0
Direct Selling Establishments	4543	$2,596,027	$108,480	$2,487,547	92.0	2
Food Services & Drinking Places	722	$61,926,886	$93,766,335	-$31,839,449	-20.5	120
Special Food Services	7223	$1,044,377	$23,417	$1,020,960	95.6	1
Drinking Places - Alcoholic Beverages	7224	$5,054,149	$1,033,118	$4,021,031	66.1	2
Restaurants/Other Eating Places	7225	$55,828,360	$92,709,800	-$36,881,440	-24.8	117

Data Note: Supply (retail sales) estimates sales to consumers by establishments. Sales to businesses are excluded. Demand (retail potential) estimates the expected amount spent by consumers at retail establishments. Supply and demand estimates are in current dollars. The Leakage/Surplus Factor presents a snapshot of retail opportunity. This is a measure of the relationship between supply and demand that ranges from +100 (total leakage) to -100 (total surplus). A positive value represents 'leakage' of retail opportunity outside the trade area. A negative value represents a surplus of retail sales, a market where customers are drawn in from outside the trade area. The Retail Gap represents the difference between Retail Potential and Retail Sales. Esri uses the North American Industry Classification System (NAICS) to classify businesses by their primary type of economic activity. Retail establishments are classified into 27 industry groups in the Retail Trade sector, as well as four industry groups within the Food Services & Drinking Establishments subsector. For more information on the Retail MarketPlace data, please click the link below to view the Methodology Statement.
http://www.esri.com/library/whitepapers/pdfs/esri-data-retail-marketplace.pdf

Source: Esri and Data Axle. Esri 2021 Updated Demographics. Esri 2017 Retail MarketPlace. ©2021 Esri. ©2017 Data Axle, Inc. All rights reserved.

June 11, 2022

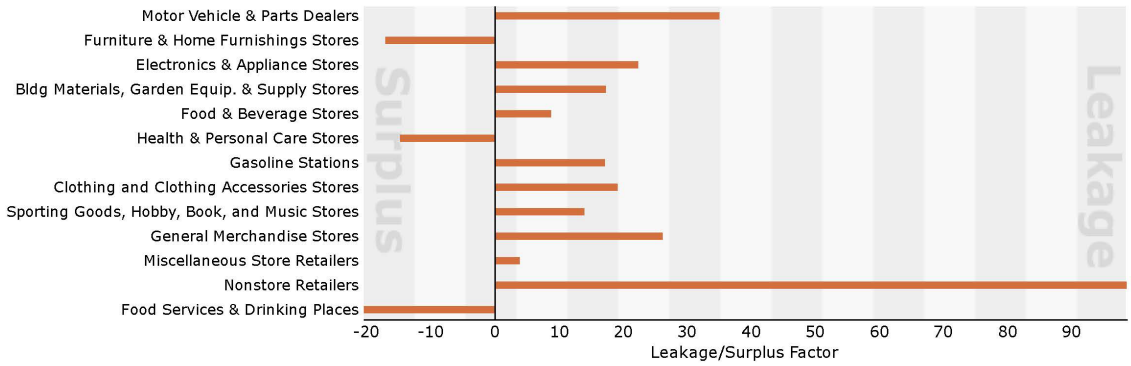
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Retail MarketPlace Profile

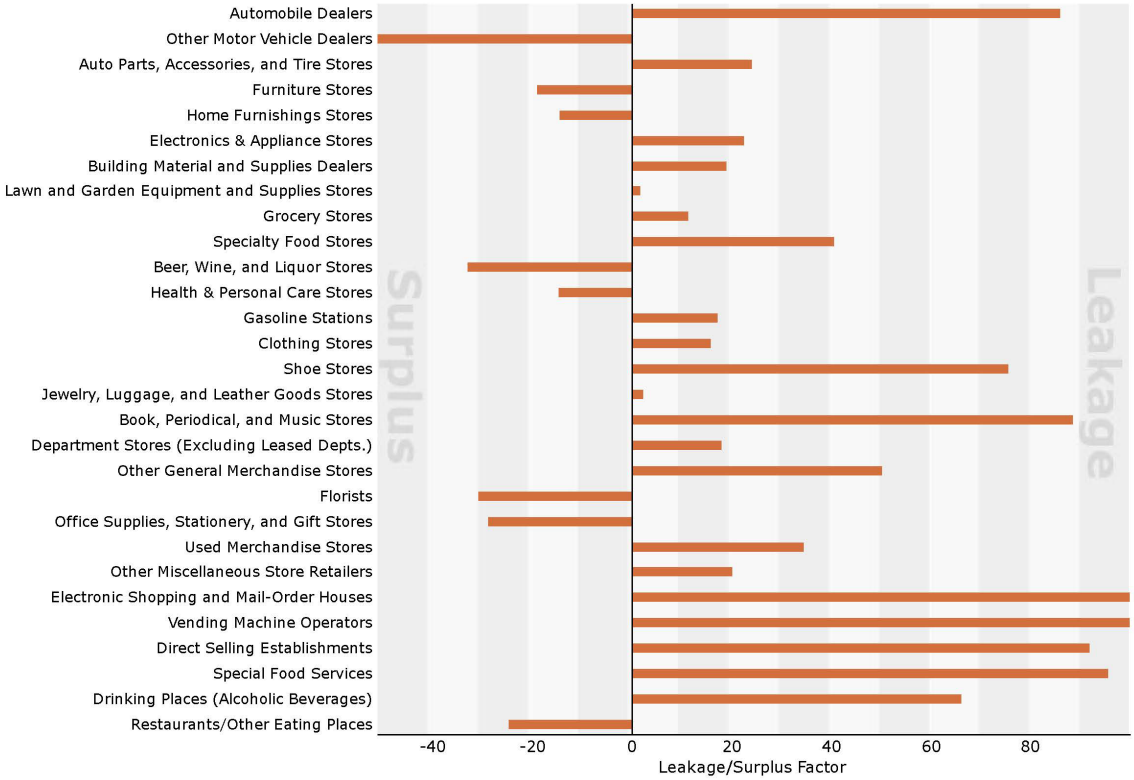
Ormond Beach City, FL
Ormond Beach City, FL (1253150)
Geography: Place

Prepared by Esri

2017 Leakage/Surplus Factor by Industry Subsector



2017 Leakage/Surplus Factor by Industry Group



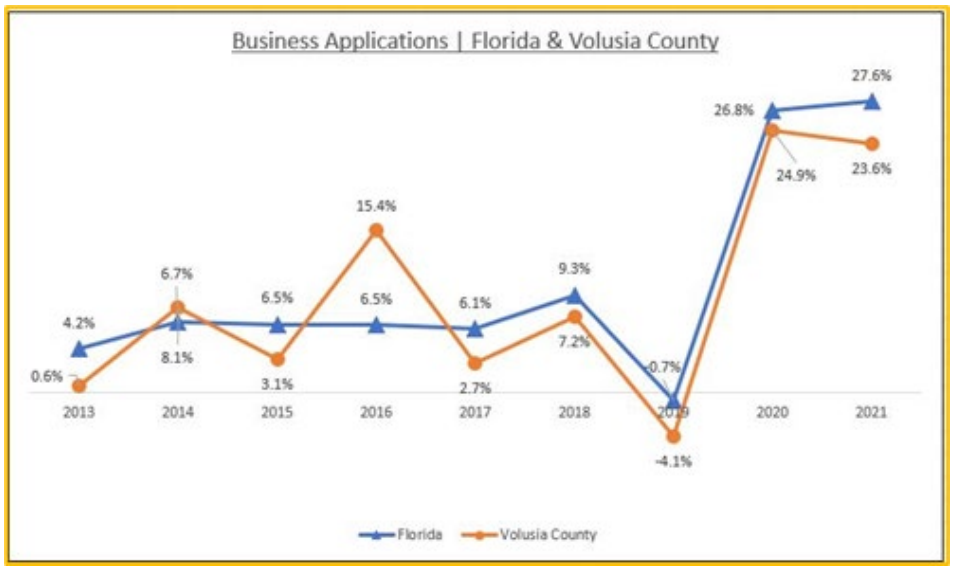
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Entrepreneurship and Small Business Development

The formation of new businesses picked up in 2020, especially here in Ormond Beach. Florida saw an increase of 26.8% in business formation activity and Volusia County now ranks 13th out of 67 Florida counties with a 25% increase over 2019. This "start-up boom" is translating to Ormond Beach and there are programs available to help grow these businesses here. The City, in partnership with the Ormond Beach Chamber of Commerce, continues to create a positive atmosphere for small businesses and entrepreneurs to thrive. Together they re-established and are growing the Ormond Beach Chapter of Startup Grind powered by Google for entrepreneurs. These local events host interactive fireside chats and workshops featuring founders, leaders, and influencers that are changing what entrepreneurship looks like in our community and sharing their journey along the way. The events provide a networking environment where local entrepreneurs can flourish and enhance their business opportunities. Unique opportunities like this are a part of how Ormond Beach and the local community work together in synergy to enhance the knowledge base of our business community.



The City Economic Development Department became an affiliate partner of the Kauffman Foundations FastTRAC program. Offered in partnership with the Volusia/Flagler SCORE, this 10-week program provides entrepreneurs and small businesses an opportunity to grow their idea into a business plans. The course provides information, tips, and exercises in an inviting atmosphere to help aspiring entrepreneurs.

Growth Assistance Program (GAP) Incentives

The City has adopted a Growth Assistance Program (GAP) to provide tax rebate incentives to qualifying developments.

Over that time the City's investment of $1.3 million in incentives created 67 million dollars in capital expenditure by private industry. It also resulted in a 500% increase in taxable value and taxes collected by the City and County.

What is even more impressive is the City's return on investment when looking at projects with Ameritech Die and Mold, Concentrated Aloe, and Padwell Holdings. These are companies that bought land from the City in the airport business park. They built their operations, and the percent change has been outstanding.

Figure 29. Growth Assist Program (GAP)

Growth Assistance Program Projects 2013-2022

The City Ormond Beach businesses in relocation/expansion projects over the last nine years:

Relocation/Expansion	Recruitment
SR Perrott*	VentraHealth (formerly DuvaSawko)*
Valiant Equipment*	Mayhew Tools*
Ameritech Die & Mold*	Future Foods Enterprises*
Edgwell Personal Care*	Super Petrel USA
Germfree	Forte Frozen Foods
Concentrated Aloe*	
Security First Insurance*	
CO2Meter*	

*Projects receiving incentives

Over the course of 9 years, the City has provided local incentives to help companies expand or locate to Ormond Beach.

The City has invested $1,343,542 million into the incentive program.

- The incentives induced private industry to invest $67,079,770 in capital expenditures.
- Taxable value of the properties has increased by over 500%
- Taxes paid to the County has increased by over 500%

Table 25. Summary of the GAP Incentives Program

	Incentive Amount	Capital Expenditure	Taxable Value Before Project *(taxes)*	Taxable Value Current *(taxes)*	Percent Change (%)
TOTAL	$1,343,542	$67,079,770	$7,474,102 *($130,529.55)*	$45,743,674 *($785,178.69)*	512% *(501%)*

It should be noted that the above benefits do not include other revenue generation including utility taxes and franchise fees.

PROGRESS REVIEW OF THE 2017-2019 STRATEGIC ECONOMIC DEVELOPMENT PROGRAM

Progress Review

For the most, part all of the macro goals, objectives, and action steps defined within the 2017-2019 SEDP have been accomplished.

GOALS:

- Retain industrial businesses through visitation programs and assist with expansion projects.
- Conduct an annual Business Retention Survey of the target industry in the City to keep a pulse on business sentiment.
- Work with key target businesses in plant expansion and job creation initiatives.
- Collaborate with economic development partners to market & attract out-of-state businesses/visitors to the City.
- Develop/Implement Main Street economic development initiatives.
- Manage City's Business Park including:
  - Prepare marketing material and promote development opportunities at the airport and business park for attraction and expansion of the target industry.
  - Work closely with businesses on improvements to the electrical and internet infrastructure.
  - Work with Public Works to develop plans and construct the extension of Signal Avenue/Tower Circle East into the Southwest Quadrant of the Airport and construct Runway Drive, a secondary access road for the Airport Business Park.
- Continue to implement programs and initiatives to grow and support entrepreneurs and small businesses in Ormond Beach.
- Publish and distribute quarterly Economic Development newsletter.
- Update the Economic Development Plan Strategic Plan.
- Collaborate closely with Owners to open land in the Ormond Crossings master development project.

ACCOMPLISHMENTS:

- Worked with businesses throughout the City to retain and expand their operations and employment base, including Germfree and Maxton Group.
- Updated economic development marketing material to promote business attraction in the City, Ormond Crossings, Ormond Beach Airport, and Business Park.
- Published four Ormond Beach Economic Development Update Newsletters to the business community.
- Hosted three courses of the Kauffman FastTRAC Program as part of the National League of Cities and Ewing Kauffman Foundation's City Innovation Ecosystems (CIE) program in partnership with the Volusia/Flagler SCORE Chapter.
- Launched SizeUp Ormond Beach, provides business owners and aspiring entrepreneurs with market research and business insights to help them make smarter decisions with data to effectively grow their business.
- In collaboration with the Ormond Chamber published a new edition of "Doing Business in Ormond Beach" a guide to starting and expanding business in Ormond Beach.
- In collaboration with the Ormond Beach Chamber of Commerce, hosted Startup Grind Fireside Chats for the entrepreneur and start-up community.
- The design work for Runway Drive, a collector roadway in the airport business park is complete.
- Provided leadership and consultation to the Ormond Beach Chamber of Commerce, Main Street Inc., and

Team Volusia EDC organizations to improve the business climate in the City.

The following table shows an accounting of the progress made by a specific objective. A YES under status means that the action step has been completed.

Goal 1. Retention/Expansion Existing Manufacturing & Technology

	Action Steps	Year 2017	Year 2018	Year 2019	2022 Status
OBJ. 1.1	**Foster a Healthy Business Environment**				
1.1.1	Conduct business visitation program and related surveys				YES
1.1.2	Continue to perform annual tax rate analysis				YES
1.1.3	Provide business assistance program				YES
1.1.4	Assign coordinator/liason/facilitator to expedite permitting for expansion of manufacturing and high technology buisinesses				YES
OBJ. 1.2	**Assist Businesses with Hiring/Training Skilled Labor Force Programs**				
1.2.1	Work with Career Source employment agency to promote employment assistance programs				YES
1.2.2	Work with local education institutions i.e. Embry Riddle, Daytona State College to promote educational programs for business development				YES
1.2.3	Promote internships with businesses and educational institutions				YES
1.2.4	Work with Volusia manufacturing association to determine manufacturing and technology needs for education programs				YES
OBJ. 1.3	**Assist Businesses with Access to Capital/Financial Incentive Programs**				
1.3.1	Continue the City's Growth Assistance Program of performance based economic development incentives				YES
1.3.2	Maintain informational repository for financial incentive programs				YES
1.3.3	Assist businesses in qualifying for State of Florida economic development funds (Most eliminated)				YES
OBJ. 1.4	**Assist Commercial/Industrial Business Expansion**				
1.4.1	Maintain an inventory of business park and airport properties				YES
1.4.2	Prepare marketing material to recruit businesses/developers to available properties				YES
1.4.3	Work with Volusia County officials to promote trade program opportunites to businesses, improve and distribute				YES
1.4.4	Expand economic development budget				YES
1.4.5	Work with Ormond Crossings developer to determine feasibility to acquire the 570 acre development site and encourage connectivity to Airport				YES
OBJ. 1.5	**Maintain "Open for Business" Expedited Permiting Process**				
1.5.1	Work with City staff to maintain a streamline permitting process and provide a facilitator				YES
1.5.2	Maintain and update business development standards and regulations				YES
OBJ. 1.6	**Development of Municipal Airport**				
1.6.1	Implement 2016 Airport Master Plan				YES
1.6.2	Apply for Federal and State Airport grants				YES
1.6.3	Design and construct runway extention (Runway 8)				NO
1.6.4	Design and construct roadways to SW Quadrant (/Design)				NO
1.6.5	Market Airport properties to Aviation related businesses and tenants				YES
1.6.6	Accelerate construction and development of municipal / FBO				NO
1.6.7	Evaluate the development of perimeter road to link north and south side of Airport				NO

Goal 2. Recruit New Jobs and Capital to City

	Action Steps	Year 2017	Year 2018	Year 2019	2022 Status
OBJ. 2.1	**Create Shovel Ready Sites**				
2.1.1	Ensure available property for business development				YES
2.1.2	Create regional commerce park (Ormond Crossings)				YES
2.1.3	Attract new industries to the Ormond Beach Airport				YES
2.1.4	Identify other sites in Ormond Beach for development				YES
OBJ. 2.2	**Enhance Strategic Economic Development Plan Implementation Process**				
2.2.1	Coordinate SEDP with City's Land Development Plan				YES
2.2.2	Develop competitive business environment				YES
2.2.3	Explore use of non-profit community development organizations (CDO) in economic development				YES
OBJ. 2.3	**Assist Businesses with Workforce Attraction**				YES
2.3.1	Support work based learning (internships)				
2.3.2	Promote an entrprenuerial environment				YES
OBJ. 2.4	**Enhance Quality of Life**				YES
2.4.1	Explore waterfront development (river and ocean) i.e. areas for potential restaurant, etc.				YES
2.4.2	Promote retail development along business corridors				YES
2.4.3	Improve image of bridge i.e. painting and enhancements				
OBJ. 2.5	**Market the City's Economic Development Programs**				
2.5.1	Coordinate marketing strategies with agencies and organizations to attract manufacturing and high tech industries				YES
2.5.2	Provide businesses with information on financial incentive programs				YES

Goal 3. Promote Downtown Redevelopment and Visitation

	Action Steps	Year 1	Year 2	Year 3	2022 Status
OBJ. 3.1	**Faciltiate Downtown Redevelopment Projects**				
3.1.1	Work with property owners and realtors to identify suitable properties for business expansion and recruitment projects				YES
3.1.2	Prepare retail/commercial gap opportunities to Ormond Mainstreet				YES
3.1.3	Create a downtown retail recruitment team				NO
3.1.4	Conduct site specific redevelopment planning				NO
3.1.5	Establish/maintain a downtown property database				NO
3.1.6	Promote mixed use development projects				YES
3.1.7	Incorporate SEDP recommendations to Ormond Mainstreet programs				YES
3.1.8	Implement relevent 2006 Downtown Master Plan redevelopment strategies				YES
OBJ 3.2	**Provide CRA and Economic Development Funds for Downtown Development Projects**				
3.2.1	Promote Community Redevelopment Area grant programs				YES
3.2.2	Research and evaluate Ormond Mainstreet related finance programs				YES
OBJ. 3.3	**Promote Visitor Attraction to the Downtown**				
3.3.1	Work with Ormond Mainstreet and Ormond Chamber to develop a marketing plan to attract visitors				NO
3.3.2	Promote use of The Casements to the business community				NO
3.3.3	Update and maintain Ormond Mainstreet website				YES
3.3.4	Update Downtown Business mobile app				NO
3.3.5	Coordinate with Ormond Mainstreet the location of new retail stores, restuarants, and visitor attraction events to the downtown				YES
3.3.6	Provide hoteliers with downtown marketing material				NO
3.3.7	Evaluate downtown public signage program				YES
3.3.8	Promote connectivity/visiability of downtown parking lots and lighting, transit corridors between parking lots and street				YES
3.3.9	Enhance the appearance of the Bridge				YES
OBJ 3.4	**Develop the Downtown Arts District**				
3.4.1	Support Ormond Mainstreet in building an Arts District				YES
3.4.2	Identify properties for arts related retail and studio sites				YES
OBJ 3.5	**Develop and Promote a Downtown/Mainstreet Branding Program**				
3.5.1	Utilize the SEDP recommendations in formualting a downtown branding process				YES
OBJ 3.6	**Create an Economic development plan for A1A - south of Granada Blvd.**				
3.6.1	Evaluate revisions to the Land Development Plan				NO
3.6.2	Create an A1A Hospitality Planning Group				NO
OBJ 3.7	**Obtain Historic designation and signage "museum corridor"**				
3.7.1	Complete research for historic designation				NO
3.7.2	Work with FDOT for Historic District Signage (Brown Sign) placement alon I-95				NO
OBJ 3.8	**Develop a Public Informational & Communications Program**				
3.8.1	Develop presentations to communicate downtown happening to citizens and organizations				YES

PREPARING THE 2023-2027 STRATEGIC ECONOMIC DEVELOPMENT PLAN

Using the 2017-19 SEDP as a starting point, Strategic Planning Group, Inc. (SPG), working with the City's Economic Development Department staff, conducted a workshop on February 22, 2023, that included some participants from business and industry, public agencies, and the general public. Some thirty persons attended the five-hour session. A presentation of economic and demographic data establishing "what and where" the City is at present as well as a review of what was accomplished as it related to the 2017-2019 SEDP, was given by the SPG team.

Strengths, Weaknesses, Threats, Opportunities (SWOT)

The participants on February 22, 2023, Workshop reviewed older SEDPs concerning the City's SWOT about Economic Development.

As shown on the following page, the stakeholders including staff developed a detailed consensus list of the City's strengths, weaknesses, threats, and opportunities as a starting point for the development of the new SEDP.



Figure 26. Ormond Beach SWOT Results (February 22, 2023)

STRENGTHS	WEAKNESSES
Excellent regional location & Proximity to Daytona Beach International Airport Proximity to 8 colleges/universities Airport Business Park Cost Competitive infrastructure Ormond Crossing Quality of life Low Crime/Public Safety/Response Time Stable pro-business government Vibrant Downtown Access to Religious Diversity Organic Growth Entrepreneurship	Traffic Schools (access to academies) Medical Facilities on Beach side Limited air service from Daytona International Lack of independent Identity / Branding Lack of Skilled Labor Force Lack of Workforce Housing Access to fiber Lack of Major Flagship Hotel/conference center Lack of entry-level employment opportunities Limited vacant developable land other than Ormond Crossing Lack of interest in developing industrial projects Perception of parking availability downtown
Ormond Crossing Commerce Park Nurture Industrial Growth at Airport/Park The continued growth of Space Coast Continued redevelopment of Downtown Redevelopment of Major Corridors Improved Infrastructure Overnight Dockage Building a Flagship Motel Annex Land Invest in existing businesses to help infill Create awareness of existing training programs Bring startups (tech) through aggressive marketing Medical Facilities to Beachside	National economy (Recession) Higher Interest Rates Higher Mortgage rates Higher Home prices Proposed Industrial Development within Volusia and Flagler Counties Available Water Lack of developable Land Can not keep up with Florida/Volusia County population growth
OPPORTUNITIES	THREATS

The participants were then divided into three focus groups to provide principal oversight and input as it related to the review of the older SEDP concerning its overall mission, its macro goals, and its objectives. The workshop resulted in changes and refinement to older objectives and adding additional objectives to the new five-year 2023-2027 Strategic Economic Development Plan that will be managed by the City's Economic Development Department.

Mission Statement

The mission of the Strategic Economic Plan is to influence the existing and future landscape of Ormond Beach by being initiative-taking in business retention, expansion, and attraction.

Macro Goals

- Expand the Ormond Beach non-residential tax base and other revenue sources.
- Provide a variety of employment opportunities in Ormond Beach.
- Maintain and increase the financial wealth of Ormond Beach residents.
- Ensure quality commercial and industrial development.

- Increase participation and regional coordination of economic development efforts to eliminate redundancies.

Recommended New Goals, Objectives, and Strategies

After the Strategic Planning Workshop, Strategic Planning Group, Inc., and the City of Ormond Beach Economic Development Department staff prepared the overall 2023-2027 Strategic Economic Development Plan (SEDP) including the strategies required to implement the Plan's objectives as well as the timing of those strategies. This section shows the 2023-2027 SEDP Implementation Plan.

Ormond Beach 2023-2027 Strategic Economic Development Plan Summary

The five-year Strategic Economic Development Plan (SEDP) has been developed to serve the City of Ormond Beach as a guide to identifying key priorities in diversifying the City's economy. The SEDP also identifies key challenges, ensures stakeholder consensus, and formulates recommendations for implementation of the SEDP.

The goals, objectives, and policies of the SEDP are designed in the three main areas of economic development: Retaining and expanding "Target Industries", recruitment of jobs and capital investment, and redeveloping major corridors.

The SEDP is a document that City officials, residents, local businesses, and real estate investors should view as a tool for shaping the community's future financial viability.

A summary listing of the SEDP's three goals, 18 objectives, and 78 strategies is listed below.

Ormond Beach SEDP's Goals, Objectives, and Strategies:

Goal 1. Retain and Expand "Target Industries"

OBJ. 1.1 Foster a Healthy Business Environment

1.1.1 Conduct business visitation program and related surveys
1.1.2 Continue to perform annual tax rate analysis.
1.1.3 Provide technical assistance to businesses.
1.1.4 Continue to function as a liaison to expedite permitting for expansion of manufacturing and high technology businesses.
1.1.5 Build a supportive environment for entrepreneurs.
1.1.6 Improve ease of doing business.

OBJ. 1.2 Assist Businesses with Hiring/Training Skilled Labor Force Programs

1.2.1 Work with Career Source employment agency to promote employment assistance programs.
1.2.2 Work with local education institutions i.e. Embry Riddle, and Daytona State College to promote educational programs for business development.
1.2.3 Promote internships with businesses and educational institutions.
1.2.4 Work with the Volusia manufacturing association to determine manufacturing and technology needs for education programs.

OBJ. 1.3 Assist Businesses with Access to Capital/Financial Incentive Programs

1.3.1 Continue the City's Growth Assistance Program of performance-based economic development incentives.
1.3.2 Maintain an informational repository for financial incentive programs.
1.3.3 Assist businesses in qualifying for the State of Florida economic development funds (Most eliminated).
1.3.4 Promote Industrial Bonds.
1.3.5 Create a revolving loan fund.
1.3.6 Create a startup/angel opportunity fund.
1.3.7 Promote business awareness of Volusia Business Resources (VBR).

OBJ. 1.4 Assist Commercial/Industrial Business Expansion

1.4.1 Maintain and market an inventory of business park and airport properties.
1.4.2 Prepare marketing material to recruit businesses/developers to available properties.
1.4.3 Work with Volusia County officials to promote trade program opportunities to businesses and improve and distribute them.
1.4.4 Expand economic development budget.
1.4.5 Develop incentives to promote the construction of spec space.

OBJ. 1.5 Maintain " Open for Business" " Expedited Permitting Process"

1.5.1 Work with City staff to maintain a streamlined permitting process and provide a facilitator
1.5.2 Maintain and update business development standards and regulations

OBJ. 1.6 Development of Municipal Airport

1.6.1 Implement Airport Master Plan
1.6.2 Apply for Federal and State Airport Grants
1.6.3 Reuse and repurpose golf course on airport property
1.6.4 Design and construct roadways to SW Quadrant (/Design)
1.6.5 Market Airport Properties to Aviation and aerospace businesses
1.6.6 Accelerate construction and development of municipal / FBO
1.6.7 Design and construct airport perimeter access roads

OBJ. 1.7 Assist in the development of Ormond Crossing Commerce Park

1.7.1 Conduct meetings with the Property owner
1.7.2 Work with OCCP real estate brokers
1.7.3 Collaborate with Team Volusia, VCED, Enterprise Florida

Goal 2. Recruit Jobs and Capital Investment

OBJ. 2.1 Create Shovel-Ready Sites

2.1.1 Identify available property for commercial and industrial development.
2.1.2 Create a regional commerce park (Ormond Crossings).
2.1.3 Attract new industries to the Ormond Beach Airport
2.1.4 Identify other sites in Ormond Beach for development.
2.1.5 Lobby for the I95/US 1 Interchange.
2.1.6 Lobby for a bridge over FEC railroad tracks.

OBJ. 2.2 Enhance Strategic Economic Development Plan Implementation Process

2.2.1 Coordinate SEDP with City's Land Development Plan.
2.2.2 Market the City's competitive business environment.
2.2.3 Explore the use of non-profit community development organizations (CDOs) in economic development projects.
2.2.4 Improve ease of doing business.
2.2.5 Develop and monitor SEDP metrics.
2.2.6 Educate and promote Economic Development in the community.

OBJ. 2.3 Assist Businesses with Workforce Attraction

2.3.1 Support work-based learning (internships).
2.3.2 Promote an entrepreneurial environment.
2.3.3 Market the concept of "East Centra Florida" as a new marketing region.
2.3.4 Define and evaluate East Centra Florida workforce attributes.

OBJ. 2.4 Enhance Quality of Life

2.4.1 Explore waterfront development (river and ocean) i.e. areas for potential restaurants, etc.
2.4.2 Promote retail development along business corridors.
2.4.3 Improve the image of the bridge i.e. painting and enhancements.
2.4.4 Promote and assist in the development of attractions for a young workforce.
2.4.5 Promote Eco-Tourism.

OBJ. 2.5 Market the City's Economic Development Programs

2.5.1 Coordinate marketing strategies with agencies and organizations to attract the manufacturing and high-tech industries.
2.5.2 Implement the Marketing Blueprint Strategy.

Goal 3. Redevelop Major Corridors

OBJ. 3.1 Facilitate Redevelopment Projects

3.1.1 Work with property owners and realtors to identify suitable properties for business expansion and recruitment projects.
3.1.2 Prepare retail/commercial gap opportunities for major corridors.
3.1.3 Conduct site-specific redevelopment planning.
3.1.4 Establish/maintain a corridor property database.
3.1.5 Promote mixed-use development projects.
3.1.6 Assist in the development of a downtown boutique hotel (one of the City’s four corners).
3.1.7 Identify an area in need: US 1 corridor to Granada; Wilmette to Old Dixie Hwy.
3.1.8 Support transportation projects that enhance ED.
3.1.9 Evaluate the downtown public signage program.
3.1.10 Promote connectivity/visibility of downtown parking lots and lighting to transit corridors, between parking lots and streets.
3.1.11 Enhance the appearance of the Bridge.
3.1.12 Encourage ER/Medical presence on the Beachside.

OBJ 3.2 Provide Funds for Development Projects

3.2.1 Identify potential funding sources.
3.2.2 Research and evaluate corridor-related finance programs.
3.2.3 Pursue the beautification of the major corridors.

3.2.4 Fund beautification of I 95/Ormond Crossing to Wilmette.

OBJ. 3.3 Collaborate with Partners to Market Corridors

3.3.1 Work with Ormond Mainstreet and Ormond Chamber to develop a marketing plan to attract visitors.
3.3.2 Promote the use of The Casements to the business community.
3.3.3 Coordinate with Ormond Mainstreet the location of new retail stores, restaurants, and visitor attraction events in the corridors.
3.3.4 Provide hoteliers with downtown/corridor marketing material.
3.3.5 Market Activities and Events in Historic Ormond Beach.
3.3.6 Create an A1A Hospitality Planning Group.
3.3.7 Develop presentations to communicate Historic Ormond Beach happenings to citizens and organizations
3.3.8 Create a citywide retail recruitment team

OBJ 3.4 Promote Eco-Tourism

3.4.1 Work with VCED, RD, and Team Volusia to promote Eco-Tourism.
3.4.2 Work with FDOT for Historic District Designation (Brown Sign) placement along I-95.

RECOMMEND NEW GOALS, OBJECTIVES, AND STRATEGIES

After February 22, 2023, the stakeholder Strategic Economic Development (SEDP) workshop Strategic Planning Group, Inc, and City EDD staff prepared the overall 2023-2027 SEDP including the strategies required to implement the Plan's objectives as well as their timing.

Goal 1. Retain and Expand "Target Industries"

	Action Steps	Responsibility	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027
OBJ. 1.1	**Foster a Healthy Business Environment**						
1.1.1	Conduct business visitation program and related surveys	EDD					
1.1.2	Continue to perform annual tax rate analysis	EDD					
1.1.3	Provide technical assistance to the businesses	EDD and other Departments (permit/zoning etc), VBR					
1.1.4	Continue to act as liaison to expedite permitting for expansion of manufacturing and high technology buisinesses	EDD and other City staff					
1.1.5	Build a supportive environment of entrepreneurs	EDD, City, Chamber, CRAs, Develop a Task Force					
1.1.6	Improve ease of doing business	EDD,other City Staff					
OBJ. 1.2	**Assist Businesses with Hiring/Training Skilled Labor Force Programs**						
1.2.1	Work with Career Source employment agency to promote employment assistance programs	EDD, Career Source					
1.2.2	Work with local education institutions i.e. Embry Riddle, Daytona	EDD, Educational Institutions					
1.2.3	Promote internships with businesses and educational institutions	EDD, City, Chamber					
1.2.4	Work with Volusia manufacturing association to determine manufacturing and technology needs for education programs	EDD, VMA					
OBJ. 1.3	**Assist Businesses with Access to Capital/Financial Incentive Programs**						
1.3.1	Continue the City's Growth Assistance Program of performance based economic development incentives	EDD					
1.3.2	Maintain informational repository for financial incentive programs	EDD					
1.3.3	Assist businesses in qualifying for State of Florida economic development funds (Most eliminated)	EDD, Team Volusia					
1.3.4	Promote Industrial Bonds	EDD, VC EconDev					
1.3.5	Create a revolving loan fund	EDD, City					
1.3.6	Create a startup/angel opportunity fund	EDD, Banks, Regional Partners					
1.3.7	Promote business awareness of VBR	EDD					

	Action Steps	Responsibility	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027
OBJ. 1.4	**Assist Commercial/Industrial Business Expansion**						
1.4.1	Maintain and market an inventory of business park and airport properties	EDD, OMN					
1.4.2	Prepare marketing material to recruit businesses/developers to available properties	EDD, Team Volusia					
1.4.3	Work with Volusia County officials to promote trade program opportunites to businesses, improve and distribute	EDD, VCED, Team Volusia					
1.4.4	Expand economic development budget	EDD, City					
1.4.5	Develop incentives to promote construction of spec space	EDD					
OBJ. 1.5	**Maintain "Open for Business" Expedited Permiting Process**						
1.5.1	Work with City staff to maintain a streamline permitting process and provide a facilitator	EDD, Planning Department					
1.5.2	Maintain and update business development standards and regulations	EDD, Planning Department					
OBJ. 1.6	**Development of Municipal Airport**						
1.6.1	Implement Airport Master Plan	Airport Manager					
1.6.2	Apply for Federal and State Airport grants	Airport Manager					
1.6.3	Reuse and repurpose golf course on airport property	Airport Manager, EDD, City					
1.6.4	Design and construct roadways to SW Quadrant (/Design)	Airport Manager					
1.6.5	Market Airport properties to Aviation and aerospace businesses	EDD					
1.6.6	Accelerate construction and development of municipal / FBO	Airport Manager					
1.6.7	Design and construct airport perimeter access roads	Airport Manager, City Staff/consultant					
OBJ. 1.7	**Assist in the development of Ormond Crossing Commerce Park**						
1.7.1	Conduct meetings with Property owner	EDD, City					
1.7.2	Work with OCCP real estate brokers	EDD, City					
1.7.3	Collaborate with Team Volusia, VCED, Enterprise Florida	EDD					

	Action Steps	Responsibility	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027
Goal 2. Recruitment of Jobs and Capital Investment							
OBJ. 2.1	**Create Shovel Ready Sites**						
2.1.1	Identify available property for commercial and industrial development	EDD, Planning Department					
2.1.2	Create regional commerce park (Ormond Crossings)	Property owner					
2.1.3	Attract new industries to the Ormond Beach Airport	EDD, Team Volusia, VCED					
2.1.4	Identify other sites in Ormond Beach for development	EDD, PD					
2.1.5	Lobby for the I95/US 1 Interchange make change from word	EDD, Team Volusia, VCED					
2.1.6	Lobby for bridge over FEC railroad tracks	EDD, Team Volusia, VCED					
OBJ. 2.2	**Enhance Strategic Economic Development Plan Implementation Process**						
2.2.1	Coordinate SEDP with City's Land Development Plan	EDD, PD					
2.2.2	Market the City's competitive business environment	EDD, Team Volusia, VCED					
2.2.3	Explore use of non-profit community development organizations (CDO) in economic development projects	EDD					
2.2.4	Improve ease of doing business	EDD, PD					
2.2.5	Develop and monitor SEDP metrics	EDD					
2.2.6	Educate and promote Economic Development to community	EDD					
OBJ. 2.3	**Assist Businesses with Workforce Attraction**						
2.3.1	Support work based learning (internships)	EDD, Chamber, CareerSource					
2.3.2	Promote an entrepreneurial environment	EDD, Chamber, VBR					
2.3.3	Market the concept of "East Centra Florida" as a marketing region	EDD, Team Volusia, VC EconDev					
2.3.4	Define and evaluate East Centra Florida workforce attributes	EDD, VC EconDev,					
OBJ. 2.4	**Enhance Quality of Life**						
2.4.1	Explore waterfront development (river and ocean) i.e. areas for potential restaurant, etc.	EDD, PD, Real Estate Brokers					
2.4.2	Promote retail development along business corridors	EDD, Real Estate Brokers					
2.4.3	Improve image of bridge i.e. painting and enhancements	PW					
2.4.4	Promote and assist in the development of attractions for a young workforce	EDD, Ormond Beach Main Street					
2.4.5	Promote Eco-Tourism	EDD. VCED.OBRD, Leisure Services					
OBJ. 2.5	**Market the City's Economic Development Programs**						
2.5.1	Coordinate marketing strategies with agencies and organizations to attract manufacturing and high tech industries	EDD, Team Volusia, VCED, Enterprise Florida					
2.5.2	Implement the Marketing Blueprint Strategy	EDD					

	Action Steps	Responsibility	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027
Goal 3. Redevelop Major Corridors			**2023**	**2024**	**2025**	**2026**	**2027**
OBJ. 3.1	**Facilitate Redevleopment Projects**						
3.1.1	Work with property owners and realtors to identify suitable properties for business expansion and recruitment projects	EDD, Brokers					
3.1.2	Prepare retail/commercial gap opportunities to major corridors	EDD, Chamber, OMS					
3.1.3	Conduct site specific redevelopment planning	EDD, PD					
3.1.4	Establish/maintain a corridor property database	EDD, PD					
3.1.5	Promote mixed use development projects	EDD, City,					
3.1.6	Assist in the development of a downtown boutique hotel	OMS, EDD, Commercial Real Estate Brokers					
3.1.7	Identify areas in need: US 1 corridor to Granada; Wilmetter to Old Dixie Hwy;	EDD, PD, Land Owners, RE Brokers					
3.1.8	Support transportation projects that enhance ED	EDD, PD, PW					
3.1.9	Evaluate downtown public signage program	EDD,OMS, OCC					
3.1.10	Promote connectivity/visibility of downtown parking lots and lighting, transit corridors, between parking lots and streets	EDD,OMS, OCC, PW					
3.1.11	Enhance the appearance of the Bridge	PW, DCRA					
3.1.12	Encourage ER/Medical presence on the Beachside	EDD, City, VCED					
OBJ 3.2	**Provide Funds for Development Projects**						
3.2.1	Identify potential funding sources	EDD, PD, PW					
3.2.2	Research and evaluate corridor related finance programs	EDD					
3.2.3	Pursue the beautification of the major corridors	PW, PD, EDD					
3.2.4	Fund beautification of I 95/Ormond Crossing to Wilmette	PW, PD, EDD					
OBJ. 3.3	**Collaborate with partners to market corridors**						
3.3.1	Work with Ormond Mainstreet and Ormond Chamber to develop a marketing plan to attract visitors	EDD, OMS, OCC					
3.3.2	Promote use of The Casements to the business community	EDD, City, OMS, OCC					
3.3.3	Coordinate with Ormond Mainstreet the location of new retail stores, restaurants, and visitor attraction events to the corridors	EDD, OMS, OCC					
3.3.4	Provide hoteliers with downtown/corridor marketing material	EDD, OMS, OCC					
3.3.5	Market activities and events in Historic Ormond Beach	Ormond Beach Main Street					
3.3.6	Create an A1A Hospitality Planning Group	EDD, DCRA, OMS,Chamber, Land Owners					
3.3.7	Develop presentations to communicate Historic Ormond Beach happenings, to citizens and organizations	PW, DCRA					
3.3.8	Create a citywide retail recruitment team	EDD, Chamber, OMS					
OBJ 3.4	**Obtain Historic designation and signage "museum corridor"**						
3.4.1	Complete research for historic designation	EDD, OMS, DOCRA					
3.4.2	Work with FDOT for Historic District Signage (Brown Sign) placement along I-95	EDD, OMS, DOCRA					

APPENDICES

Appendix A: February 22, 2023, Stakeholder Workshop Sign-in Sheet

City of Ormond Beach ~ Strategic Economic Development Planning Session
February 22, 2023

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Darlynn Tacinelli	21 blockhouse ct 32174	386 299 8973	darlynn@littleblogdress.com

City of Ormond Beach ~ Strategic Economic Development Planning Session
February 22, 2023

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Don Grindle	555 W Granada Blvd	386-299-2043	don.grindle@moneypages.com
Diane Larsen	275 Clyde Morris Blvd.	386-451-1988	diane@rootorg.com
Nancy Carter	518 N. Halifax	386-299-8514	nancycarter@adamscameron.com
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Tom Caffrey	236 Cypress Trail Dr	386-290-9233	TCaffrey@cfl.rr.com
Keith Norden	Team Volusia EDC	386-265-6332	KNORDEN@TVEDC.COM
ALAN JORCZAK	679 N. BEACH ST.	386-872-3247	AJORCZAK@GMAIL.COM

City of Ormond Beach ~ Strategic Economic Development Planning Session
February 22, 2023

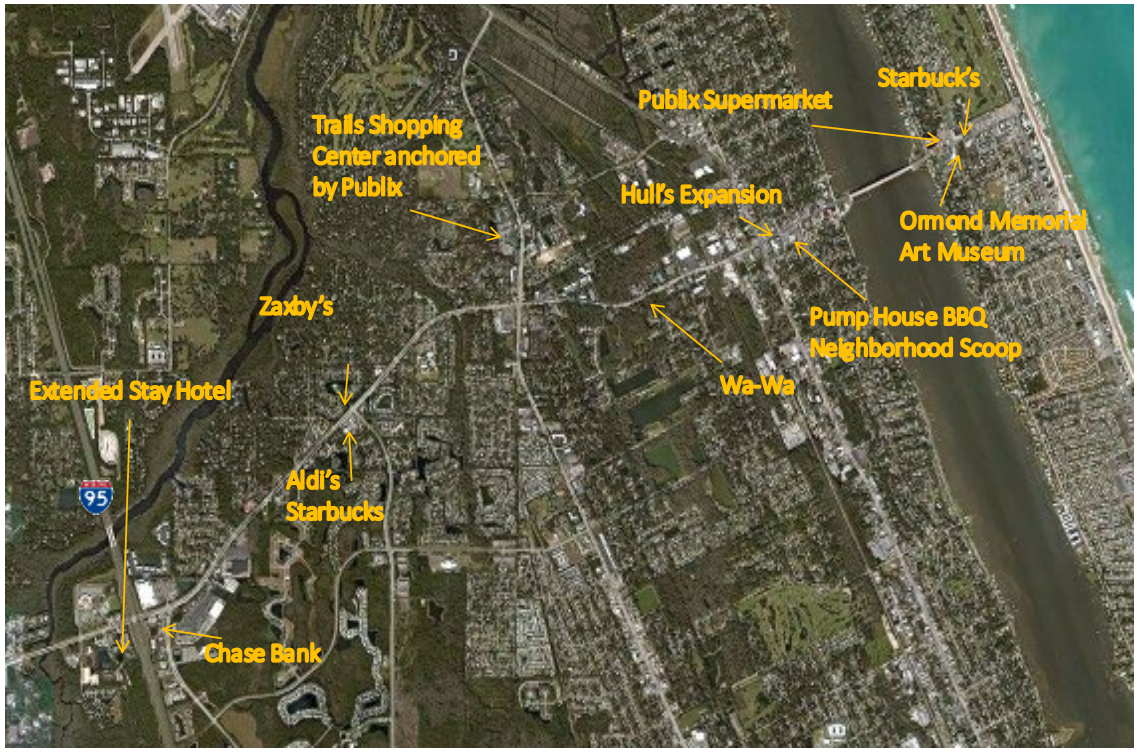
NAME	ADDRESS	PHONE	EMAIL
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Troy Railsback			
Shachat Golan		386-401-8300	shachat@superstars.co

Appendix B Corridor Analysis

Granada Boulevard Corridor

The following graphic shows some of the development projects that have been or are in the process of being built along Granada Boulevard.

Figure 27. Granada Boulevard Activity

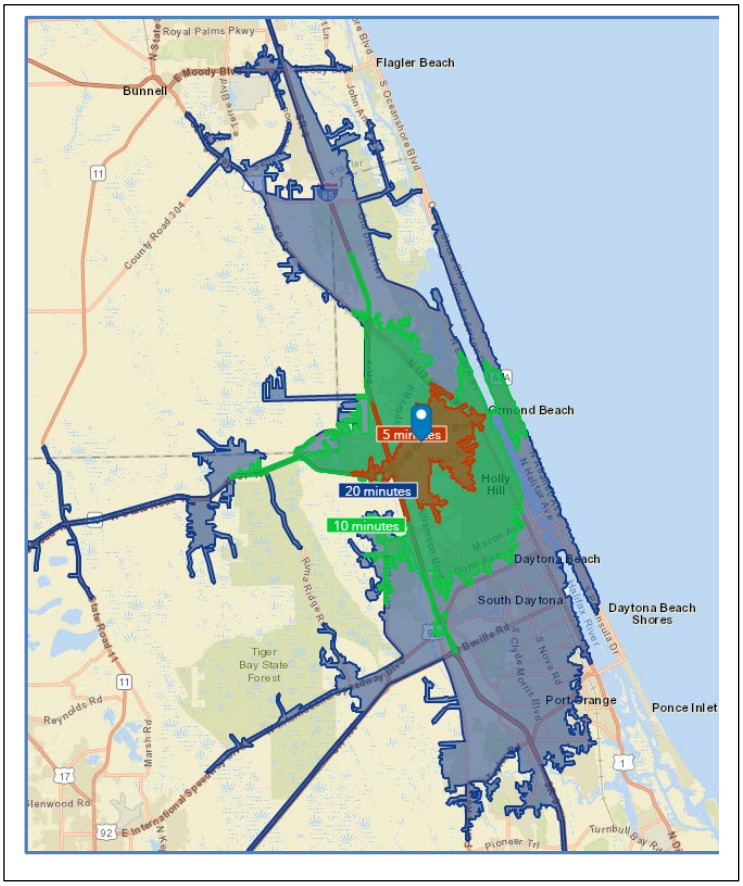


Granada Boulevard is the City's primary east-west transportation corridor and provides sites for a variety of retail, professional, and personal service businesses. The Boulevard's boundaries are the oceanfront to the east and Volusia/Flagler County border to the west.

For purposes of this study, Granada Boulevard has primarily been analyzed in three corridor sections: the easternmost portion which includes the Downtown and CRA; the Center sections which focus on Clyde Morris/Granada corridor and West Granada which covers the I-95 to the Flagler/Volusia border.

West Granada Boulevard

Figure 28. West Granada Boulevard 5, 10, and 20 Drive Time

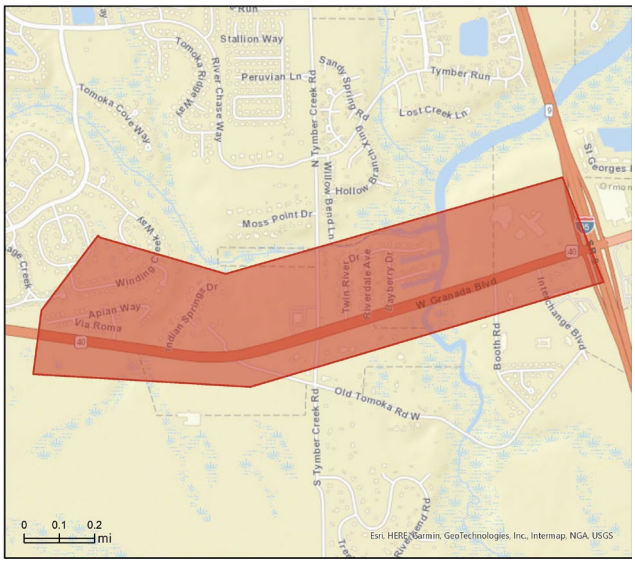


Market

Granada Boulevard west of the I-95 interchange serves as the northern boundary of the City's western expansion. Just south of the corridor is the future Avalon Daytona new mixed-use development planned to include 3,250 housing units and 200,000 square feet of commercial/office space. Granada Boulevard is considered a major arterial to the southern developments.

The area does not have significant vacant space and its larger parcels are owned by large church congregations.

Figure 29 West Granada Corridor



Business Metrics

ESRI estimated that the West Granada Corridor contains 39 businesses, 250 employees, and a daytime residential count of 630 persons.

Table 30. W Granada Corridor Business Metrics

Data for all businesses in Corridor						
Total Businesses:						39
Total Employees:						250
Total Residential Population		Ratio	(per	100	Residents)	630
Employee/Residential						41

West Granada Boulevard 's (west of I-95) 10-minute drive time market is estimated to contain 58,406 residents. Its daytime population is estimated to be 72,260 of which 37,875 are workers and 34,385 are daytime residents.

The median 2022 household income was estimated at $57,160.

Because this corridor is centered on I-95 and Granada, it has quick access to all the major retailers in the region. Any new store would have to compete with other stores with established primary markets, at least until Avalon and Ormond Crossing start to develop.

Table 31. W Granada Boulevard Market Metrics

West Granada/I-95			
61,642	10 Minute Drive Time 2022		
Population	**5 Min**	**10 Min**	**20 Min**
2020	8,890	58,408	237,838
2022 Estimate	8,986	61,642	243,621
2027 Projection	9,442	64,027	251,657
72,260	10 Minute Drive Time 2022		
Daytime Population	**5 Min**	**10 Min**	**20 Min**
Total Daytime Pop	9,866	72,260	266,344
Workers	4,745	37,875	128,332
Residents	5,121	34,385	138,012
27,109	10 Minute Drive Time 2022		
Households	**5 Min**	**10 Min**	**20 Min**
2020	3,889	25,641	105,058
2022 Estimate	3,927	27,109	107,835
2027 Projection	2,056	20,088	80,220
$57,160	10 Minute Drive Time 2022		
Median HH Income	**5 Min**	**10 Min**	**20 Min**

Table 32. W Granada Retail Market GAP

Industry Summary	NAICS	Demand (Retail Potential)	Supply (Retail Sales)	Retail Gap	Leakage/ Surplus Factor	Number of Businesses
Total Retail Trade and Food & Drink	44-45,722	$751,652,721	$1,509,528,318	($757,875,597)	(33.5)	701
Total Retail Trade	44-45	$681,074,068	$1,368,103,206	($687,029,138)	(33.5)	543
Total Food & Drink	722	$90,080,580	$118,870,409	($28,789,829)	(13.8)	158
Industry Group	**NAICS**	**Demand (Retail Potential)**	**Supply (Retail Sales)**	**Retail Gap**	**Leakage/ Surplus**	**Number of Businesses**
Motor Vehicle & Parts Dealers	441	$147,675,556	$534,234,692	($386,559,136)	($56.7)	96
Health & Personal Care Stores	446,4461	$46,528,361	$129,070,585	($82,542,224)	($47.0)	59
Furniture & Home Furnishings Stores	442	$24,103,804	$80,103,509	($55,999,705)	($53.7)	46
Food & Beverage Stores	445	$120,222,555	$173,423,388	($53,200,833)	($18.1)	58
Electronics & Appliance Stores	443	$18,997,494	$51,669,568	($32,672,074)	($46.2)	21
Sporting Goods, Hobby, Book & Music Stores	451	$16,252,882	$46,623,465	($30,370,583)	($48.3)	35
Clothing & Clothing Accessories Stores	448	$32,903,407	$59,065,400	($26,161,993)	($28.4)	48
Miscellaneous Store Retailers	453	$28,007,156	$46,572,524	($18,565,368)	($24.9)	80
General Merchandise Stores	452	$110,051,573	$124,416,282	($14,364,709)	($6.1)	25
Gasoline Stations	447,4471	$70,899,700	$69,587,295	$1,312,405	$0.9	23
Nonstore Retailers	454	$18,092,757	$507,740	$17,585,017	$94.5	4

Central Granada Boulevard West of US Highway 1

The Central Granada Boulevard Market is centered on Clyde Morris. This market area is well established, and household growth is limited.

According to ESRI data, the Granada corridor has 241 businesses with approximately 1,213 employees. As a corridor that is home to many professional and medical services, there is a great opportunity to add additional compatible services as well as retail that will meet the needs of both residents and the daytime population.

Figure 33. Central Granada Market by Drive Time

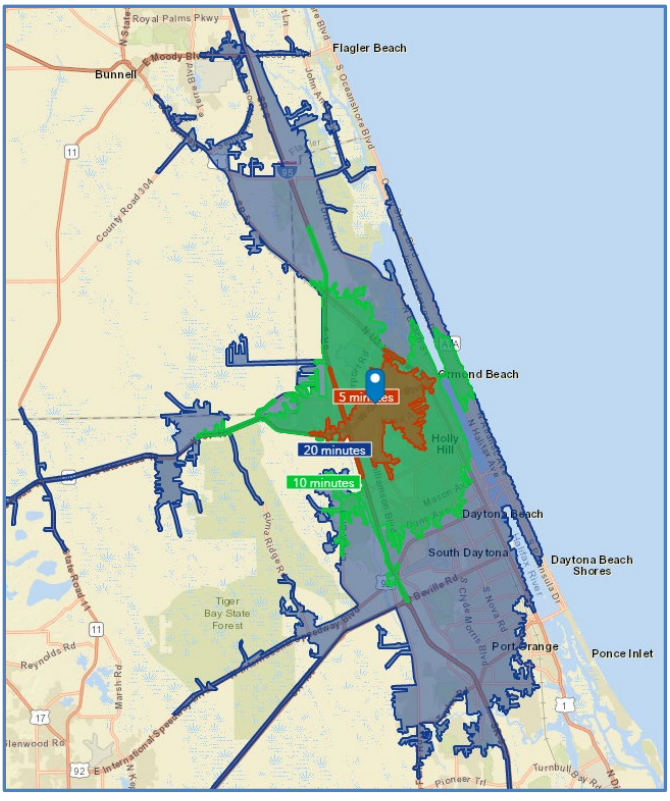


Figure 34. Central Granada Corridor

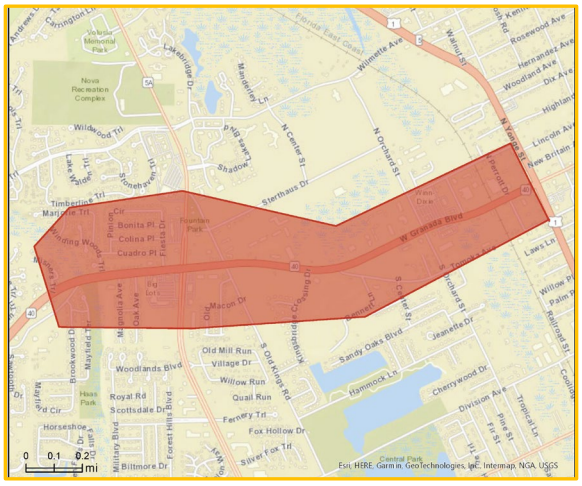


Table 32. Central Granada Blvd. Metrics

Data for all businesses in area	
Total Businesses:	241
Total Employees:	1,213
Total Residential Population:	783
Employee/Residential Population Ratio (per 100 Residents)	155

The Central Granada Boulevard Retail Market (corridor) was analyzed using three radii, 5, 10, and 20-minute drive time. For purposes of this analysis/report, the 10-minute drivetime market metrics are used which is the preferred analytic used for retail feasibility studies. The reader is referred to the Appendix for additional information.

The corridor's 10-minute drivetime market contains a population of approximately 76,000 housed within 33,446 households. The median age is 48.7 percent reflecting its composition of an older labor force and retirees.

Business Metrics

The Central Granada Corridor 10-minute drive time market is estimated to contain 4,698 businesses and 47,573 employees within its 10-minute drive time market.

Table 33. Central Granada Business Metrics

Data for all businesses in area	5 minutes	10 minutes	20 minutes
Total Businesses:	1,361	4,698	11,333
Total Employees:	10,394	47,573	116,460
Total Residential Population:	16,573	75,980	207,790

Retail Opportunity Analysis

Within the 10-minute drive time market place there are an estimated 509 retail stores of which 125 are food and drink establishments. As shown below, the greatest opportunities are for general merchandising, clothing/accessories, building supplies, and electronics stores. That said, most of these opportunities are lost in the 20-minute market.

Table 34. Central Granada (Clyde Morris) Retail Market (10-minute drive time)

Industry Summary	NAICS	Demand (Retail Potential)	Supply (Retail Sales)	Retail Gap	Leakage/ Surplus Factor	Number of Businesses
Total Retail Trade and Food & Drink	44-45, 722	$701,557,178	$691,927,023	$9,630,155	0.7	509
Total Retail Trade	44-45	$636,219,126	$608,052,555	$28,166,571	2.3	384
Total Food & Drink	722	$65,338,052	$83,874,468	-$18,536,416	-12.4	125
Industry Group	**NAICS**	**Supply (Retail Potential)**	**Retail Gap (Retail Sales)**	**Leakage/ Surplus**	**Leakage/ Surplus Factor**	**Number of Businesses**
General Merchandise Stores	452	$101,597,720	$58,150,800	$43,446,920	27.2	17
Nonstore Retailers	454	$17,026,276	$431,722	$16,594,554	95.1	4
Clothing & Clothing Accessories Stores	448	$30,287,645	$18,554,980	$11,732,665	24.0	26
Bldg Materials, Garden Equip. & Supply Stores	444	$46,013,511	$37,505,172	$8,508,339	10.2	41
Electronics & Appliance Stores	443	$17,692,973	$11,473,223	$6,219,750	21.3	14
Gasoline Stations	447,4471	$65,570,985	$61,818,719	$3,752,266	2.9	16
Sporting Goods, Hobby, Book & Music Stores	451	$15,082,730	$11,343,108	$3,739,622	14.2	23
Food & Beverage Stores	445	$110,928,478	$108,135,164	$2,793,314	1.3	39
Miscellaneous Store Retailers	453	$26,179,645	$23,990,718	$2,188,927	4.4	59
Health & Personal Care Stores	446,4461	$44,137,548	$54,219,992	-$10,082,444	-10.3	44
Food Services & Drinking Places	722	$65,338,052	$83,874,468	-$18,536,416	-12.4	125
Furniture & Home Furnishings Stores	442	$22,727,809	$47,470,327	-$24,742,518	-35.2	39
Motor Vehicle & Parts Dealers	441	$138,973,806	$174,958,629	-$35,984,823	-11.5	63

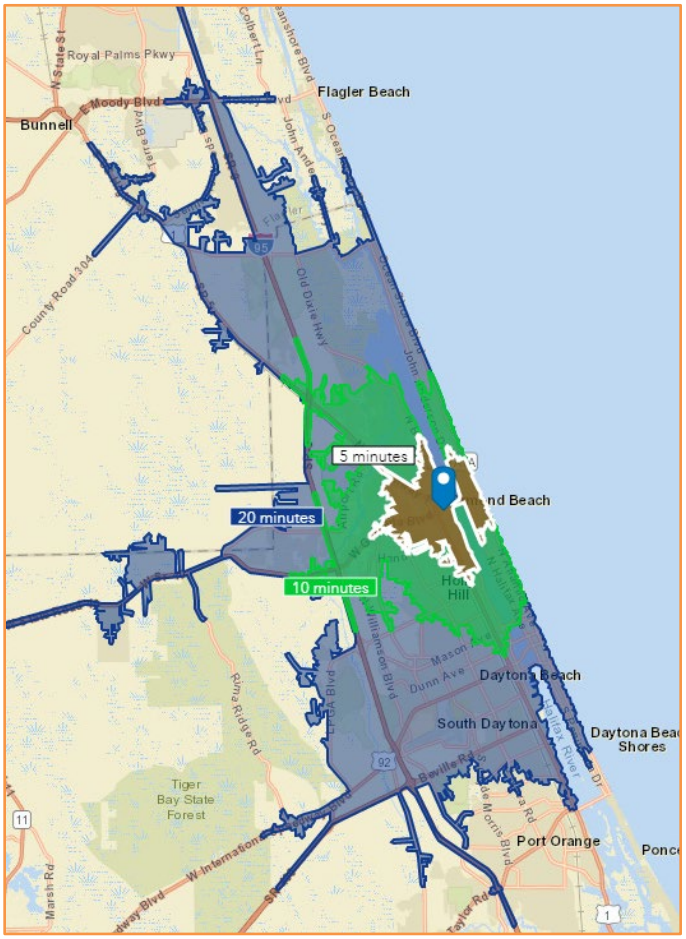
East Granada Boulevard (Downtown)

ESRI estimates that there are 4,585 businesses within the Downtown's 10-minute drive time market which indicates significant economic competition. The resident population within the 10-minute drive time market is estimated at 69,787 or 15 residents per business unit.

Figure 35. Downtown Market Competitive Summary



Figure 36. Drive Time Market



The Downtown is estimated to have a daytime population of 75,007 which is composed of 35,717 workers and 39,290 daytime residents.

ESRI projected 5-year spending growth within the marketplace as shown below. The largest growth is based on the spending impact of new residents to the market (excluding Ormond Crossing and Avalon Dayton Beach).

Table 35. Downtown Metrics

Data for all businesses in area	5 minutes	10 minutes	20 minutes
Total Businesses:	1,649	4,585	10,306
Total Employees:	11,248	34,807	105,870
Total Residential Population:	16,312	69,787	170,367

Table 36. Downtown Market Metrics

Downtown/CRA			
69,787	10 Minute Drive Time 2022		
Population	**5 Min**	**10 Min**	**20 Min**
2020	16,508	69,798	149,597
2022 Estimate	16,312	69,787	170,367
2027 Projection	16,297	70,925	174,524
75,007	10 Minute Drive Time 2022		
Daytime Population	**5 Min**	**10 Min**	**20 Min**
Total Daytime Pop	19,824	75,007	202,531
Workers	11,016	35,717	103,248
Residents	8,808	39,290	99,283
32,621	10 Minute Drive Time 2022		
Households	**5 Min**	**10 Min**	**20 Min**
2020	7,518	32,486	74,727
2022 Estimate	7,451	32,621	76,687
2027 Projection	7,449	33,205	78,664
$54,417	10 Minute Drive Time 2022		
Median HH Income	**5 Min**	**10 Min**	**20 Min**
2022 Estimate	$54,601	$54,417	$52,300
2027 Projection	$63,497	$63,023	$60,758

Table 37. Downtown Retail Spending

Projected Spending Growth	5 Min	10 Min	20 Min
	($ millions)		
Apparel & Services	$3.0	$90.8	$31.1
Entertainment & Recreation	$4.7	$17.0	$47.8
Food	$13.4	$57.6	$137.1
Financial	$207.0	$846.3	$2,078.4
Health	$1.0	$4.0	$9.3
Home	$26.9	$114.6	$268.4
Household Furnishings	$2.0	$8.6	$44.4
Household Operations	$2.7	$11.5	$27.2
Insurance	$12.5	$53.1	$126.0
Transportation	$9.0	$38.2	$91.0
Travel	$2.8	$11.9	$28.6

The estimates show the largest spending growth will be in Financial Services followed by apparel and services, and home purchases including furnishings and food.

Retail Market Place Opportunities

As shown below, Downtown has several industry sectors with opportunities for new stores. ESRI estimates that there are currently 789 retail stores within the 10-minute drive time market.

Table 38. Retail Market Opportunities (GAP)

Downtown Industry Summary	NAICS	Demand (Retail Potential)	Supply (Retail Sales)	Retail Gap	Leakage/Surplus Factor	Number of Businesses
Total Retail Trade and Food & Drink	44-45,722	$967,613,023	$980,407,791	-$12,794,768	-0.7	789
Total Retail Trade	44-45	$877,532,443	$861,537,383	$15,995,060	0.9	603
Total Food & Drink	722	$90,080,580	$118,870,409	-$28,789,829	-13.8	186
Industry Group	**NAICS**	**Demand (Retail Potential)**	**Supply (Retail Sales)**	**Retail Gap**	**Leakage/Surplus Factor**	**Number of Businesses**
General Merchandise Stores	452	$141,021,650	$85,650,806	$55,370,844	24.4	32
Nonstore Retailers	454	$23,425,360	$3,294,547	$20,130,813	75.3	8
Clothing & Clothing Accessories Stores	448	$41,844,293	$25,474,928	$16,369,365	24.3	41
Gasoline Stations	447,4471	$91,536,296	$83,647,035	$7,889,261	4.5	22
Electronics & Appliance Stores	443	$24,371,820	$17,640,836	$6,730,984	16.0	23
Bldg Materials, Garden Equip. & Supply Stores	444	$61,248,668	$59,372,744	$1,875,924	1.6	64
Sporting Goods, Hobby, Book & Music Stores	451	$20,787,957	$19,108,508	$1,679,449	4.2	35
Motor Vehicle & Parts Dealers	441	$190,749,990	$189,321,677	$1,428,313	0.4	106
Health & Personal Care Stores	446,4461	$60,617,581	$69,271,810	-$8,654,229	-6.7	52
Miscellaneous Store Retailers	453	$36,138,235	$46,271,113	-$10,132,878	-12.3	113
Furniture & Home Furnishings Stores	442	$30,931,792	$53,391,382	-$22,459,590	-26.6	47
Food Services & Drinking Places	722	$90,080,580	$118,870,409	-$28,789,829	-13.8	186
Food & Beverage Stores	445	$154,858,800	$209,091,997	-$54,233,197	-14.9	60

South AIA Corridor

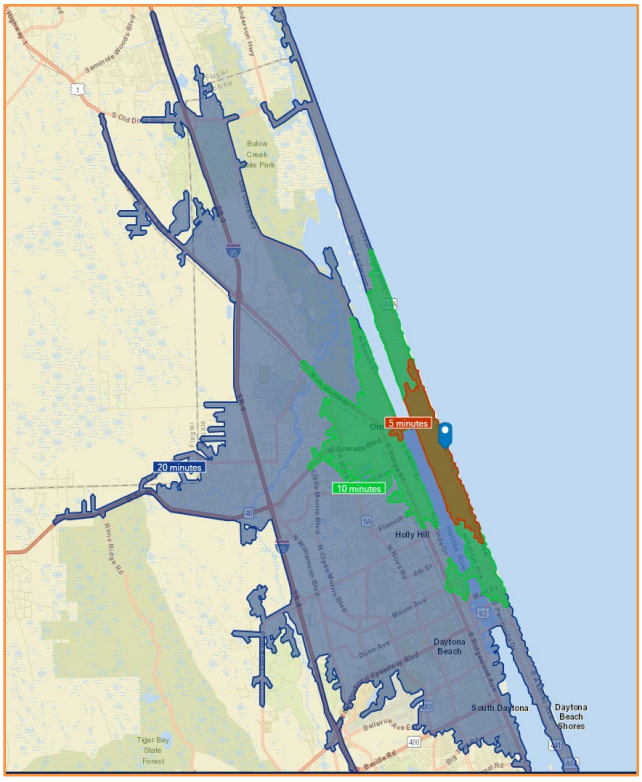
The South A1A corridor is shown below, and it's anchored at River Beach Rd and A1A. The majority of land uses within the corridor are hospitality and supporting retail. The east side (Ocean) of A1A is primarily a hotel and multifamily resort facility capitalizing on the beachfront. Ormond Beach does not have a major higher-end hotel or hotels with significant meeting/conference space. Redevelopment of the oceanfront is limited due to a lack of vacant land and building height restrictions. One parcel oceanfront parcel is vacant as is the land immediately to the west (across the street). There is a discussion that these two parcels (east and west) are being considered for hotel development. It should be noted that there are still numerous parcels oceanfront parcels containing older single-family detached units which might be available in the future for redevelopment.

Numerous vacant parcels exist on the west side of A1A, but redevelopment is hampered by small parcel size, both frontage, and depth. That said, land within the corridor is not being used to its highest and best use and if parcels could be aggregated, the corridor could experience significant redevelopment and provide significant revenue to the City.

Figure 37. South A1A Corridor



Figure 38. S A1A Market Shed at 5, 10, and 20-minute drive time



The overall market shed of A1A is limited due to its eastern oceanfront location and the Intercoastal Waterway which functions as its western boundary.

It is estimated that a total of 2,833 businesses are contained within the corridor, employing 20,985 workers and a resident population of 33,232.

Table 39. Businesses Within Drivetime Radii

Data for all businesses in area	5 minutes	10 minutes	20 minutes
Total Businesses:	638	2,833	9,586
Total Employees:	5,402	20,985	97,736
Total Residential Population:	7,988	33,232	150,922

Table 40. 5,10 and 20-minute drive time anchored on River Beach/A1A.

The South A1A corridor supports an estimated population of 33,377 within its 10-minute drive time market. ESRI estimated that the 10-minute market has a daytime population of 38,846 which includes 20,731 workers.

Household income for 2022 is estimated at $53,458.

Retail Opportunities

The 10-mile drive time market for Retail Trade and Food and Drink is negative ($58 million), which is caused by the high level of food and drink in the market. Again, this is not a negative economic indicator as it reflects that the market area is catering to a large regional and tourist market.

There are traditional retail opportunities for motor vehicles, general merchandise, building materials, and gas stations.

S A1A, River Reach

33,232	10 Minute Drive Time 2022		
Population	**5 Min**	**10 Min**	**20 Min**
2020	8,016	33,570	148,645
2022 Estimate	7,988	33,232	150,922
2027 Projection	8,056	33,377	153,843
20,731	10 Minute Drive Time 2022		
Daytime Population	**5 Min**	**10 Min**	**20 Min**
Total Daytime Pop	9,847	38,846	183,255
Workers	5,419	20,731	95,143
Residents	4,428	18,115	88,112
16,388	10 Minute Drive Time 2022		
Households	**5 Min**	**10 Min**	**20 Min**
2020	4,196	16,466	66,680
2022 Estimate	4,183	16,388	67,887
2027 Projection	4,222	16,490	69,298
$53,458	10 Minute Drive Time 2022		
Median HH Income	**5 Min**	**10 Min**	**20 Min**
2022 Estimate	$58,310	$53,458	$51,620
2027 Projection	$68,068	$62,423	$59,441

Table 41. Retail Opportunity Analysis (GAP)

Industry Summary	NAICS	Demand (Retail Potential)	Supply (Retail Sales)	Real GAP Mertics	Leakage/Surplu Factor	Number of Businesses
Total Retail Trade and Food & Drink	44-45,722	$554,737,621	$603,169,974	(58,185,000)	4.2	116
Total Retail Trade	44-45	$503,010,233	$490,832,018	$12,178,215	13.3	77
Total Food & Drink	722	$51,727,388	$112,337,956	-$60,610,568	-41.5	39
Industry Group	**NAICS**	**Demand (Retail Potential)**	**Supply (Retail Sales)**	**Retail Gap**	**Leakage/Surplu Factor**	**Number of Businesses**
Motor Vehicle & Parts Dealers	441	$109,349,520	$51,164,520	$58,185,000	36.2	49
Furniture & Home Furnishings Stores	442	$17,673,330	$42,299,405	($24,626,075)	41.1	4
Electronics & Appliance Stores	443	$13,997,990	$11,695,829	$2,302,161	9.0	17
Bldg Materials, Garden Equip. & Supply Stores	444	$34,780,281	$21,599,692	$13,180,589	45.1	6
Food & Beverage Stores	445	$88,910,046	$149,919,580	($61,009,534)	25.5	7
Health & Personal Care Stores	446,4461	$34,788,881	$48,229,932	($13,441,051)	16.2	6
Gasoline Stations	447,4471	$52,553,864	$40,445,228	$12,108,636	15.6	3
Clothing & Clothing Accessories Stores	448	$24,024,479	$32,896,187	($8,871,708)	13.0	10
Sporting Goods, Hobby, Book & Music Stores	451	$11,911,210	$23,773,472	($11,862,262)	33.2	9
General Merchandise Stores	452	$80,837,563	$28,033,061	$52,804,502	48.5	6
Miscellaneous Store Retailers	453	$20,754,646	$39,886,843	($19,132,197)	31.5	23
Nonstore Retailers	454	$13,428,425	$888,269	$12,540,156	87.6	0
Food Services & Drinking Places	722	$51,727,388	$112,337,956	($60,610,568)	36.9	39

Appendix C Hospitality

Hospitality Sector

The City's hospitality industry has declined since the last SEDP. The City currently has an inventory of 1,521 hotel/motel rooms as shown in Table 42. One of the City's 2017-2019 SEDP objectives was to attract a hotel with large conferencing facilities, which has not been accomplished.

While the City has an excellent oceanfront presence, it is underrepresented by major brand hotels.

Based on State of Florida data, the City had 25 hotels with 1,521 rooms in 2022, a loss of 8 hotels and 824 rooms since the last SEDP.

Table 42. Hospitality Inventory, 2022

HOTEL NAME	ADDRESS	ROOMS
BEST WESTERN CASTILLO DEL SOL	205 S ATLANTIC AVE	147
ECONO LODGE INN	567 N US HWY 1	126
EXTENDED STAY	275 INTERCHANGE BLVD	124
MAKAI BEACH RESORT	707 S ATLANTIC AVE	110
CORAL SANDS INN	1009 OCEANSHORE BLVD	103
HOME2 SUITES (HILTON)	711 S ATLANTIC AVE	96
HAMPTON INN	155 INTERCHANGE BLVD	84
SLEEP INN	10 WILLIAMSON BLVD	82
DAYS INN	1608 N US HWY 1	72
ECONO INN	567 N US1	70
QUALITY INN	295 S ATLANTIC AVE	55
BAYMONT INN & SUITES	175 INTERCHANGE AVE	54
CHATEAU MAR BEACH RESORT	507 S ATLANTIC AVE	48
SUPER 8	1634 N US HWY 1	48
OCEAN EAST RESORT CLUB	867 S ATLANTIC AVE	45
DAYS INN MAINSAIL INN & SUITES	281 S ATLANTIC AVE	43
LOTUS INN & SUITES	505 S ATLANTIC AVE	42
OCEANFRONT INN & SUITES	599 S ATLANTIC AVE	37
DRIFTWOOD RESORT	657 S ATLANTIC AVE	37
DESTINATION DAYTONA HOTEL&SUITES	1635 N Highway 1	22
A1A SUPER INN	484 S ATLANTIC AVE	20
VANGUARD MOTEL	650 S YONGE ST	16
ORMOND INN	372 S YONGE STREET US HWY 1	14
CORVETTE MOTEL	65 S ATLANTIC AVE	14
A1A TRAVEL INN	342 S ATLANTIC AVE	12
TOTAL ORMOND BEACH HOTEL ROOMS		**1,521**

Source: Florida Department of Business and Professional Regulation, 2022

Appendix D: Ormond Beach Labor Shed

Table 43. N A1A (Hull Road) Employment Metrics

Data for all businesses in area	5 minutes				10 minutes				20 minutes			
	Businesses		Employees		Businesses		Employees		Businesses		Employees	
by NAICS Codes	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Agriculture, Forestry, Fishing & Hunting	0	0.0%	2	0.1%	7	0.2%	27	0.1%	15	0.1%	45	0.0%
Mining	0	0.0%	0	0.0%	0	0.0%	1	0.0%	5	0.0%	18	0.0%
Utilities	0	0.0%	0	0.0%	1	0.0%	13	0.1%	7	0.1%	148	0.1%
Construction	63	14.1%	444	11.5%	244	8.3%	1,454	6.6%	752	7.0%	4,714	4.2%
Manufacturing	20	4.5%	1,086	28.1%	81	2.8%	1,830	8.3%	293	2.7%	5,145	4.6%
Wholesale Trade	27	6.1%	165	4.3%	66	2.3%	365	1.7%	233	2.2%	1,712	1.5%
Retail Trade	55	12.3%	515	13.3%	419	14.3%	3,373	15.3%	1,711	15.8%	16,531	14.8%
Motor Vehicle & Parts Dealers	9	2.0%	40	1.0%	55	1.9%	361	1.6%	282	2.6%	2,982	2.7%
Furniture & Home Furnishings Stores	4	0.9%	11	0.3%	41	1.4%	217	1.0%	99	0.9%	743	0.7%
Electronics & Appliance Stores	3	0.7%	28	0.7%	11	0.4%	73	0.3%	41	0.4%	565	0.5%
Bldg Material & Garden Equipment & Supplies Dealers	10	2.2%	59	1.5%	38	1.3%	327	1.5%	122	1.1%	1,119	1.0%
Food & Beverage Stores	3	0.7%	57	1.5%	47	1.6%	878	4.0%	187	1.7%	3,032	2.7%
Health & Personal Care Stores	3	0.7%	20	0.5%	49	1.7%	229	1.0%	172	1.6%	1,078	1.0%
Gasoline Stations	2	0.4%	7	0.2%	8	0.3%	47	0.2%	36	0.3%	220	0.2%
Clothing & Clothing Accessories Stores	4	0.9%	8	0.2%	33	1.1%	106	0.5%	197	1.8%	1,157	1.0%
Sport Goods, Hobby, Book, & Music Stores	4	0.9%	5	0.1%	31	1.1%	124	0.6%	107	1.0%	1,156	1.0%
General Merchandise Stores	5	1.1%	260	6.7%	22	0.8%	741	3.4%	99	0.9%	2,714	2.4%
Miscellaneous Store Retailers	5	1.1%	21	0.5%	64	2.2%	259	1.2%	299	2.8%	1,721	1.5%
Nonstore Retailers	2	0.4%	1	0.0%	21	0.7%	11	0.0%	70	0.6%	43	0.0%
Transportation & Warehousing	10	2.2%	32	0.8%	45	1.5%	177	0.8%	181	1.7%	5,798	5.2%
Information	4	0.9%	16	0.4%	36	1.2%	249	1.1%	159	1.5%	1,625	1.5%
Finance & Insurance	17	3.8%	195	5.0%	145	5.0%	1,305	5.9%	466	4.3%	3,496	3.1%
Central Bank/Credit Intermediation & Related Activities	2	0.4%	9	0.2%	50	1.7%	286	1.3%	185	1.7%	1,053	0.9%
Securities, Commodity Contracts & Other Financial	5	1.1%	13	0.3%	34	1.2%	184	0.8%	118	1.1%	470	0.4%
Insurance Carriers & Related Activities; Funds, Trusts &	10	2.2%	173	4.5%	61	2.1%	834	3.8%	164	1.5%	1,973	1.8%
Real Estate, Rental & Leasing	23	5.2%	103	2.7%	170	5.8%	1,080	4.9%	668	6.2%	4,205	3.8%
Professional, Scientific & Tech Services	46	10.3%	353	9.1%	254	8.7%	1,388	6.3%	975	9.0%	7,254	6.5%
Legal Services	10	2.2%	60	1.6%	59	2.0%	272	1.2%	305	2.8%	1,676	1.5%
Management of Companies & Enterprises	3	0.7%	7	0.2%	13	0.4%	26	0.1%	39	0.4%	72	0.1%
Administrative & Support & Waste Management & Remediation	32	7.2%	105	2.7%	154	5.3%	493	2.2%	461	4.3%	2,556	2.3%
Educational Services	7	1.6%	116	3.0%	64	2.2%	1,160	5.2%	198	1.8%	7,437	6.7%
Health Care & Social Assistance	20	4.5%	181	4.7%	306	10.4%	3,944	17.8%	904	8.4%	19,305	17.3%
Arts, Entertainment & Recreation	9	2.0%	72	1.9%	67	2.3%	537	2.4%	254	2.3%	2,871	2.6%
Accommodation & Food Services	17	3.8%	165	4.3%	179	6.1%	2,434	11.0%	851	7.9%	13,994	12.5%
Accommodation	3	0.7%	17	0.4%	24	0.8%	179	0.8%	162	1.5%	3,240	2.9%
Food Services & Drinking Places	14	3.1%	148	3.8%	155	5.3%	2,255	10.2%	689	6.4%	10,754	9.6%
Other Services (except Public Administration)	41	9.2%	191	4.9%	343	11.7%	1,515	6.9%	1,200	11.1%	6,338	5.7%
Automotive Repair & Maintenance	6	1.3%	30	0.8%	58	2.0%	251	1.1%	220	2.0%	873	0.8%
Public Administration	7	1.6%	107	2.8%	50	1.7%	670	3.0%	290	2.7%	8,073	7.2%
Unclassified Establishments	46	10.3%	10	0.3%	285	9.7%	63	0.3%	1,149	10.6%	292	0.3%
Total	446	100.0%	3,864	100.0%	2,929	100.0%	22,106	100.0%	10,813	100.0%	111,628	100.0%

Table 44. West Granada Employment Metrics (Clyde Morris)

Data for all businesses in area	5 minutes				10 minutes				20 minutes			
	Businesses		Employees		Businesses		Employees		Businesses		Employees	
by NAICS Codes	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Agriculture, Forestry, Fishing & Hunting	3	0.2%	11	0.1%	7	0.1%	26	0.1%	17	0.2%	54	0.0%
Mining	0	0.0%	1	0.0%	2	0.0%	6	0.0%	5	0.0%	16	0.0%
Utilities	1	0.1%	5	0.0%	3	0.1%	41	0.1%	8	0.1%	151	0.1%
Construction	77	5.7%	318	3.1%	351	7.5%	2,244	4.7%	811	7.2%	5,144	4.4%
Manufacturing	19	1.4%	199	1.9%	153	3.3%	3,098	6.5%	298	2.6%	5,061	4.3%
Wholesale Trade	15	1.1%	58	0.6%	117	2.5%	798	1.7%	243	2.1%	2,079	1.8%
Retail Trade	174	12.8%	1,501	14.4%	791	16.8%	7,888	16.6%	1,772	15.6%	17,185	14.8%
Motor Vehicle & Parts Dealers	14	1.0%	72	0.7%	110	2.3%	1,030	2.2%	273	2.4%	2,872	2.5%
Furniture & Home Furnishings Stores	9	0.7%	48	0.5%	64	1.4%	464	1.0%	108	1.0%	817	0.7%
Electronics & Appliance Stores	4	0.3%	26	0.3%	21	0.4%	371	0.8%	51	0.5%	609	0.5%
Bldg Material & Garden Equipment & Supplies Dealers	13	1.0%	218	2.1%	58	1.2%	461	1.0%	124	1.1%	1,260	1.1%
Food & Beverage Stores	25	1.8%	383	3.7%	82	1.7%	1,248	2.6%	199	1.8%	3,001	2.6%
Health & Personal Care Stores	31	2.3%	129	1.2%	83	1.8%	542	1.1%	181	1.6%	1,126	1.0%
Gasoline Stations	1	0.1%	4	0.0%	16	0.3%	85	0.2%	38	0.3%	220	0.2%
Clothing & Clothing Accessories Stores	17	1.2%	62	0.6%	105	2.2%	739	1.6%	204	1.8%	1,195	1.0%
Sport Goods, Hobby, Book, & Music Stores	10	0.7%	30	0.3%	51	1.1%	463	1.0%	112	1.0%	1,145	1.0%
General Merchandise Stores	9	0.7%	359	3.5%	43	0.9%	1,623	3.4%	107	0.9%	3,303	2.8%
Miscellaneous Store Retailers	28	2.1%	163	1.6%	129	2.7%	845	1.8%	305	2.7%	1,603	1.4%
Nonstore Retailers	13	1.0%	8	0.1%	28	0.6%	17	0.0%	70	0.6%	34	0.0%
Transportation & Warehousing	19	1.4%	76	0.7%	81	1.7%	1,661	3.5%	188	1.7%	6,456	5.5%
Information	17	1.2%	120	1.2%	67	1.4%	819	1.7%	175	1.5%	1,653	1.4%
Finance & Insurance	81	6.0%	599	5.8%	212	4.5%	1,851	3.9%	478	4.2%	3,583	3.1%
Central Bank/Credit Intermediation & Related Activities	31	2.3%	209	2.0%	78	1.7%	475	1.0%	183	1.6%	1,055	0.9%
Securities, Commodity Contracts & Other Financial	19	1.4%	141	1.4%	54	1.1%	286	0.6%	117	1.0%	471	0.4%
Insurance Carriers & Related Activities; Funds, Trusts &	31	2.3%	250	2.4%	80	1.7%	1,090	2.3%	177	1.6%	2,057	1.8%
Real Estate, Rental & Leasing	79	5.8%	493	4.7%	254	5.4%	1,758	3.7%	699	6.2%	4,309	3.7%
Professional, Scientific & Tech Services	110	8.1%	518	5.0%	388	8.3%	3,123	6.6%	1,000	8.8%	7,370	6.3%
Legal Services	26	1.9%	119	1.1%	97	2.1%	583	1.2%	305	2.7%	1,672	1.4%
Management of Companies & Enterprises	7	0.5%	15	0.1%	22	0.5%	42	0.1%	46	0.4%	97	0.1%
Administrative & Support & Waste Management & Remediation	65	4.8%	164	1.6%	220	4.7%	858	1.8%	546	4.8%	2,821	2.4%
Educational Services	32	2.4%	536	5.2%	87	1.9%	1,992	4.2%	214	1.9%	7,944	6.8%
Health Care & Social Assistance	243	17.9%	3,362	32.3%	500	10.6%	11,335	23.8%	956	8.4%	20,602	17.7%
Arts, Entertainment & Recreation	25	1.8%	130	1.3%	91	1.9%	920	1.9%	283	2.5%	3,171	2.7%
Accommodation & Food Services	83	6.1%	1,231	11.8%	299	6.4%	5,122	10.8%	860	7.6%	14,700	12.6%
Accommodation	4	0.3%	30	0.3%	39	0.8%	534	1.1%	171	1.5%	3,458	3.0%
Food Services & Drinking Places	80	5.9%	1,201	11.6%	260	5.5%	4,588	9.6%	689	6.1%	11,242	9.7%
Other Services (except Public Administration)	161	11.8%	712	6.9%	534	11.4%	2,373	5.0%	1,260	11.1%	6,519	5.6%
Automotive Repair & Maintenance	18	1.3%	95	0.9%	100	2.1%	424	0.9%	222	2.0%	870	0.7%
Public Administration	22	1.6%	327	3.1%	77	1.6%	1,504	3.2%	243	2.1%	7,280	6.3%
Unclassified Establishments	126	9.3%	21	0.2%	445	9.5%	112	0.2%	1,231	10.9%	268	0.2%
Total	1,361	100.0%	10,394	100.0%	4,698	100.0%	47,573	100.0%	11,333	100.0%	116,460	100.0%

Table 45. Historic Downtown Employment Metrics (S Ridgewood Ave)

Data for all businesses in area	5 minutes				10 minutes				20 minutes			
	Businesses		Employees		Businesses		Employees		Businesses		Employees	
by NAICS Codes	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Agriculture, Forestry, Fishing & Hunting	1	0.1%	4	0.0%	6	0.1%	26	0.1%	13	0.1%	42	0.0%
Mining	0	0.0%	0	0.0%	1	0.0%	5	0.0%	4	0.0%	14	0.0%
Utilities	1	0.1%	10	0.1%	2	0.0%	15	0.0%	8	0.1%	151	0.1%
Construction	105	6.4%	715	6.4%	382	8.3%	2,290	6.6%	731	7.1%	4,695	4.4%
Manufacturing	41	2.5%	366	3.3%	157	3.4%	2,662	7.6%	289	2.8%	4,889	4.6%
Wholesale Trade	27	1.6%	146	1.3%	117	2.6%	722	2.1%	227	2.2%	1,775	1.7%
Retail Trade	234	14.2%	1,492	13.3%	705	15.4%	4,703	13.5%	1,623	15.7%	15,150	14.3%
Motor Vehicle & Parts Dealers	21	1.3%	88	0.8%	111	2.4%	440	1.3%	256	2.5%	2,767	2.6%
Furniture & Home Furnishings Stores	30	1.8%	180	1.6%	55	1.2%	284	0.8%	97	0.9%	741	0.7%
Electronics & Appliance Stores	6	0.4%	33	0.3%	17	0.4%	93	0.3%	47	0.5%	607	0.6%
Bldg Material & Garden Equipment & Supplies Dealers	17	1.0%	112	1.0%	69	1.5%	503	1.4%	116	1.1%	1,002	0.9%
Food & Beverage Stores	23	1.4%	549	4.9%	78	1.7%	1,396	4.0%	181	1.8%	2,704	2.6%
Health & Personal Care Stores	24	1.5%	121	1.1%	66	1.4%	331	1.0%	150	1.5%	925	0.9%
Gasoline Stations	3	0.2%	10	0.1%	15	0.3%	82	0.2%	37	0.4%	227	0.2%
Clothing & Clothing Accessories Stores	21	1.3%	83	0.7%	52	1.1%	202	0.6%	193	1.9%	1,139	1.1%
Sport Goods, Hobby, Book, & Music Stores	19	1.2%	58	0.5%	42	0.9%	124	0.4%	107	1.0%	1,110	1.0%
General Merchandise Stores	11	0.7%	84	0.7%	44	1.0%	760	2.2%	93	0.9%	2,383	2.3%
Miscellaneous Store Retailers	49	3.0%	166	1.5%	124	2.7%	459	1.3%	286	2.8%	1,514	1.4%
Nonstore Retailers	9	0.5%	9	0.1%	33	0.7%	28	0.1%	61	0.6%	33	0.0%
Transportation & Warehousing	19	1.2%	84	0.7%	76	1.7%	2,483	7.1%	176	1.7%	6,438	6.1%
Information	25	1.5%	183	1.6%	59	1.3%	387	1.1%	159	1.5%	1,549	1.5%
Finance & Insurance	87	5.3%	751	6.7%	197	4.3%	1,599	4.6%	428	4.2%	3,314	3.1%
Central Bank/Credit Intermediation & Related Activities	30	1.8%	141	1.3%	76	1.7%	403	1.2%	164	1.6%	939	0.9%
Securities, Commodity Contracts & Other Financial	18	1.1%	102	0.9%	44	1.0%	208	0.6%	109	1.1%	450	0.4%
Insurance Carriers & Related Activities; Funds, Trusts &	39	2.4%	508	4.5%	77	1.7%	987	2.8%	155	1.5%	1,926	1.8%
Real Estate, Rental & Leasing	108	6.5%	795	7.1%	295	6.4%	1,973	5.7%	642	6.2%	4,038	3.8%
Professional, Scientific & Tech Services	156	9.5%	807	7.2%	368	8.0%	2,090	6.0%	913	8.9%	6,991	6.6%
Legal Services	43	2.6%	187	1.7%	91	2.0%	504	1.4%	288	2.8%	1,596	1.5%
Management of Companies & Enterprises	6	0.4%	13	0.1%	18	0.4%	37	0.1%	39	0.4%	85	0.1%
Administrative & Support & Waste Management &	77	4.7%	295	2.6%	218	4.8%	855	2.5%	469	4.6%	2,487	2.3%
Educational Services	38	2.3%	369	3.3%	87	1.9%	1,461	4.2%	196	1.9%	7,062	6.7%
Health Care & Social Assistance	152	9.2%	1,885	16.8%	377	8.2%	5,069	14.6%	810	7.9%	17,892	16.9%
Arts, Entertainment & Recreation	42	2.5%	320	2.8%	98	2.1%	688	2.0%	261	2.5%	2,904	2.7%
Accommodation & Food Services	109	6.6%	1,581	14.1%	300	6.5%	4,272	12.3%	803	7.8%	13,514	12.8%
Accommodation	14	0.8%	151	1.3%	71	1.5%	1,201	3.5%	186	1.8%	4,013	3.8%
Food Services & Drinking Places	95	5.8%	1,430	12.7%	229	5.0%	3,070	8.8%	617	6.0%	9,501	9.0%
Other Services (except Public Administration)	205	12.4%	794	7.1%	557	12.1%	2,195	6.3%	1,169	11.3%	6,110	5.8%
Automotive Repair & Maintenance	38	2.3%	162	1.4%	130	2.8%	455	1.3%	215	2.1%	823	0.8%
Public Administration	46	2.8%	596	5.3%	78	1.7%	1,180	3.4%	229	2.2%	6,504	6.1%
Unclassified Establishments	168	10.2%	42	0.4%	486	10.6%	95	0.3%	1,117	10.8%	266	0.3%
Total	1,649	100.0%	11,248	100.0%	4,585	100.0%	34,807	100.0%	10,306	100.0%	105,870	100.0%

Table 46. US A1A Employment Metrics

Data for all businesses in area	5 minutes				10 minutes				20 minutes			
	Businesses		Employees		Businesses		Employees		Businesses		Employees	
by NAICS Codes	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Agriculture, Forestry, Fishing & Hunting	0	0.0%	0	0.0%	1	0.0%	4	0.0%	12	0.1%	41	0.0%
Mining	0	0.0%	0	0.0%	1	0.0%	2	0.0%	4	0.0%	11	0.0%
Utilities	0	0.0%	3	0.1%	1	0.0%	10	0.0%	6	0.1%	63	0.1%
Construction	29	4.5%	102	1.9%	178	6.3%	1,019	4.9%	673	7.0%	4,408	4.5%
Manufacturing	9	1.4%	52	1.0%	66	2.3%	507	2.4%	274	2.9%	4,709	4.8%
Wholesale Trade	6	0.9%	14	0.3%	44	1.6%	272	1.3%	212	2.2%	1,539	1.6%
Retail Trade	80	12.5%	667	12.3%	413	14.6%	2,591	12.3%	1,469	15.3%	12,914	13.2%
Motor Vehicle & Parts Dealers	3	0.5%	13	0.2%	38	1.3%	169	0.8%	223	2.3%	1,933	2.0%
Furniture & Home Furnishings Stores	3	0.5%	49	0.9%	35	1.2%	213	1.0%	87	0.9%	653	0.7%
Electronics & Appliance Stores	0	0.0%	0	0.0%	8	0.3%	36	0.2%	40	0.4%	582	0.6%
Bldg Material & Garden Equipment & Supplies Dealers	6	0.9%	16	0.3%	28	1.0%	156	0.7%	105	1.1%	813	0.8%
Food & Beverage Stores	7	1.1%	288	5.3%	47	1.7%	942	4.5%	172	1.8%	2,458	2.5%
Health & Personal Care Stores	6	0.9%	60	1.1%	39	1.4%	206	1.0%	137	1.4%	849	0.9%
Gasoline Stations	2	0.3%	10	0.2%	8	0.3%	36	0.2%	32	0.3%	205	0.2%
Clothing & Clothing Accessories Stores	7	1.1%	30	0.6%	42	1.5%	186	0.9%	174	1.8%	1,039	1.1%
Sport Goods, Hobby, Book, & Music Stores	7	1.1%	29	0.5%	28	1.0%	98	0.5%	97	1.0%	861	0.9%
General Merchandise Stores	7	1.1%	78	1.4%	21	0.7%	181	0.9%	84	0.9%	2,155	2.2%
Miscellaneous Store Retailers	29	4.5%	92	1.7%	101	3.6%	358	1.7%	262	2.7%	1,333	1.4%
Nonstore Retailers	3	0.5%	0	0.0%	19	0.7%	10	0.0%	57	0.6%	33	0.0%
Transportation & Warehousing	4	0.6%	38	0.7%	36	1.3%	337	1.6%	161	1.7%	6,292	6.4%
Information	8	1.3%	53	1.0%	37	1.3%	234	1.1%	151	1.6%	1,400	1.4%
Finance & Insurance	33	5.2%	137	2.5%	131	4.6%	956	4.6%	393	4.1%	3,163	3.2%
Central Bank/Credit Intermediation & Related Activities	12	1.9%	49	0.9%	47	1.7%	230	1.1%	151	1.6%	870	0.9%
Securities, Commodity Contracts & Other Financial	8	1.3%	16	0.3%	33	1.2%	145	0.7%	101	1.1%	421	0.4%
Insurance Carriers & Related Activities; Funds, Trusts &	13	2.0%	72	1.3%	50	1.8%	581	2.8%	142	1.5%	1,872	1.9%
Real Estate, Rental & Leasing	71	11.1%	873	16.2%	222	7.8%	1,617	7.7%	614	6.4%	3,853	3.9%
Professional, Scientific & Tech Services	67	10.5%	272	5.0%	288	10.2%	1,569	7.5%	860	9.0%	6,552	6.7%
Legal Services	23	3.6%	87	1.6%	109	3.8%	572	2.7%	275	2.9%	1,547	1.6%
Management of Companies & Enterprises	2	0.3%	4	0.1%	10	0.4%	20	0.1%	37	0.4%	83	0.1%
Administrative & Support & Waste Management &	27	4.2%	130	2.4%	125	4.4%	809	3.9%	426	4.4%	2,210	2.3%
Educational Services	14	2.2%	352	6.5%	56	2.0%	813	3.9%	177	1.8%	5,805	5.9%
Health Care & Social Assistance	26	4.1%	172	3.2%	182	6.4%	2,159	10.3%	766	8.0%	17,506	17.9%
Arts, Entertainment & Recreation	18	2.8%	175	3.2%	75	2.6%	743	3.5%	232	2.4%	2,396	2.5%
Accommodation & Food Services	86	13.5%	1,883	34.9%	290	10.2%	4,977	23.7%	776	8.1%	12,868	13.2%
Accommodation	40	6.3%	1,030	19.1%	74	2.6%	2,033	9.7%	197	2.1%	4,077	4.2%
Food Services & Drinking Places	46	7.2%	853	15.8%	217	7.7%	2,945	14.0%	579	6.0%	8,791	9.0%
Other Services (except Public Administration)	56	8.8%	264	4.9%	301	10.6%	1,476	7.0%	1,091	11.4%	5,522	5.6%
Automotive Repair & Maintenance	5	0.8%	26	0.5%	55	1.9%	208	1.0%	201	2.1%	720	0.7%
Public Administration	11	1.7%	205	3.8%	54	1.9%	806	3.8%	220	2.3%	6,160	6.3%
Unclassified Establishments	91	14.3%	8	0.1%	322	11.4%	61	0.3%	1,033	10.8%	241	0.2%
Total	638	100.0%	5,402	100.0%	2,833	100.0%	20,985	100.0%	9,586	100.0%	97,736	100.0%

Strategic Planning Group, Inc.
830-13 North A1A, Suite 402
Ponte Vedra Beach, FL 32082
(800) 213-PLAN
C (904) 631-8623
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rgray@spginc.org

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 7.B
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-97
Strategic Goal:	Transportation & Community Development - Other		
Department :	Finance - Grants		
Subject:	CDBG FY 2023-2024 Annual Plan Approval		
Budget Impact:	There is no budget impact. CDBG funded activities are reimbursable from the Department of Housing and Urban Development (HUD) via Volusia County.		
Summary:	The CDBG Annual Plan for FY 2023-2024 recommended by the NIAB at its meeting of March 16, 2023, includes funding recommendations for the S. Ridgewood Avenue sidewalk and for Hope Place operational support. Once the City's allocation amount was received, staff completed the Annual Plan as recommended by the NIAB and submitted it prior to the deadline of June 5, 2023.		
Recommended Action:	It is recommended that the City Commission retroactively approve the Community Development Block Grant FY 2023-2024 Annual Plan as submitted as outlined above in order to meet the June 5, 2023 deadline.		
Staff Contact:	Loretta Moisio, Grants Coordinator, (386) 676-3315		

Approval:

Kelly McGuire, Finance Director	5/18/2023	
Claire Whitley, Assistant City Manager	5/18/2023	
Joyce Shanahan, City Manager	6/1/2023	

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Loretta Moisio, Grants Coordinator

Date: June 6, 2023

Subject: CDBG FY 2023-2024 Annual Plan Approval

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request for the City Commission to retroactively approve the Community Development Block Grant (CDBG) Fiscal Year 2023-2024 Annual Plan (application) as submitted to Volusia County Community Assistance prior to the June 5, 2023 deadline.

Background

Federal CDBG funds are passed through Volusia County Community Assistance to the City of Ormond Beach and the City is required to submit an Annual Plan to Volusia County for the use of FY 2023-2024 CDBG funds.

On January 10, 2023, the City Commission approved the Subrecipient Agreement with Volusia County for CDBG FY 2022-2023 funding with the approval of Resolution 2023-17 which included funding for the North Ridgewood Avenue sidewalk improvement project ($149,403); and, funding to Halifax Urban Ministries for operating costs for salaries and educational materials for Hope Place ($22,500), for a total allocation of $171,903.

Discussion

On May 5, 2023, staff received notification from Volusia County Community Assistance with regard to the City's FY 2023-2024 allocation and Annual Plan submission guidelines and deadlines. The City's FY 2023-2024 allocation is $178,621, an increase of $6,718 from its FY 2022-2023 allocation. The deadline to submit the Annual Plan was June 5, 2023. In the absence of official notification of the allocation amount, the Neighborhood Improvement Advisory Board (NIAB) held a mandatory public hearing on February 16, 2023, to receive citizen input and to hear requests for CDBG funding based upon the FY 2022-2023 funding allocation amount of $171,903. Following the mandatory public hearing meeting, the NIAB held a meeting on March 16, 2023, to

determine its final recommendations to the City Commission and recommends the projects listed below for the City's CDBG FY 2023-2024 Annual Plan. With receipt of notification from Volusia County Community Assistance, the allocation amount provided on May 5 is being used instead of the FY 2022-2023 allocation. NIAB recommended CDBG FY 2023-2024 Annual Plan:

FY 2023-2024	
Public Improvements	
South Ridgewood Avenue Sidewalk (Granada Blvd. to Central Ave. – East Side) – Remove existing 3.5', 4' & 5' wide non-ADA deteriorated sidewalk and replace with a new 5' wide ADA compliant sidewalk. This project also includes ADA compliant detectable mats and curbing. The bid alternate sections will be: 1) Central Avenue to Mound Avenue 2) Mound Avenue to Fairview Avenue	$ 151,828
Public Services	
Hope Place – Funding to be used to pay for greatly increased utility costs to support the facility. The suggested budget is the maximum allowed based on the total estimated allocation (15% of total annual allocation) for public service activities.	$ 26,793
Total	**$ 178,621**

In 2022, Hope Place was able to serve 107 families with children (140 adults, 233 children) and was able to successfully place 92% into permanent housing in addition to serving 31 unaccompanied youth. Unaccompanied youth are aged 18-24 who have aged out of the foster care system and Hope Place provides a safe dormitory for them to live while they pursue their education. For 2023, Hope Place anticipates that it will serve at least 110 families and 30 unaccompanied youth. Since becoming fully operational in the summer of 2018, Hope Place has served 462 families and 103 unaccompanied youth.

Budget Impact

There is no budget impact. CDBG funded activities are reimbursable from the Department of Housing and Urban Development (HUD) via Volusia County.

Citizen Impact

The activities recommended for the CDBG FY 2023-2024 Annual Plan will benefit citizens located within the City's CDBG priority area primarily, and secondarily those who visit the area. The public service activity will provide benefit to the homeless

population.

Recommendation

It is recommended that the City Commission retroactively approve the Community Development Block Grant FY 2023-2024 Annual Plan as submitted as outlined above in order to meet the June 5, 2023 deadline.

Attachments:

1. 23-97 Community Development Block Grant Annual Plan (P23-0103G)
2. CDBG Recommended Annual Plan for FY 23-24
3. Ormond Beach Allocation Ltr
4. DRAFT NIAB Minutes 3-16-2023
5. CDBG Capital Project Application FY 23-24 S. Ridgewood Sidewalk
6. CDBG Public Service Application FY 23-24 Hope Place
7. Updated_Proposed_and_Old_CDBG_2019

Approvals:

Kelly A. McGuire

Date: May 18, 2023

Kelly McGuire, Finance Director

Date: May 18, 2023

Claire Whitley, Assistant City Manager

Joyce Shanahan

Date: June 01, 2023

Joyce Shanahan, City Manager

RESOLUTION NO. 2023-97

A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PLAN FOR THE 2023-2024 FISCAL YEAR; AFFIRMING AND RATIFYING ALL ACTION TAKEN IN FURTHERANCE THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Community Development Block Grant Funds are passed through the Volusia County Community Assistance to the City of Ormond Beach, and

WHEREAS, the City is required to annually review and update, as appropriate, its Annual Plan, and

WHEREAS, all applicable public hearing requirements have been satisfied, and

WHEREAS, the City's professional staff recommends that the Annual Plan Worksheet for fiscal year 2023-2024, a copy of which is attached hereto and incorporated herein by reference, be approved by the City Commission, and

WHEREAS, the City Commission concurs with that recommendation and finds that approval hereof is in the best interest of the health, safety and welfare of the general public, now therefore,

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

SECTION ONE. The City Commission hereby approves the City's Community Development Block Grant Annual Plan for the 2023-2024 Fiscal Year. The City Commission

hereby approves, affirms, and ratifies all action taken in furtherance of the receipt of said CDBG grant funds.

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

APPROVED AND AUTHENTICATED this 6th day of June, 2023.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
Fiscal Year 2023/2024
Non-Housing Community Development Priorities
Annual Plan

The following activities have been identified as priority needs in this community to be funded by CDBG.

ACTIVITY 1	
Activity:	Public Improvements – S. Ridgewood Avenue Sidewalk (East side)
Location:	S. Ridgewood Avenue, Ormond Beach, Florida 32174
Cost Estimate:	$151,828.00

Brief Description:

This project will remove existing 3.5', 4', 5' wide non-ADA deteriorated sidewalk and replace it with a new 5' wide ADA compliant sidewalk. The project also includes ADA compliant detectable mats and curbing.

The bid alternate sections will be:

1) Central Avenue to Mound Avenue
2) Mound Avenue to Fairview Avenue

ACTIVITY 2	
Activity:	Public Services – Hope Place (Halifax Urban Ministries)
Location:	1340 Wright Street, Daytona Beach, Florida 32117
Cost Estimate:	$26,793.00

Brief Description:

Funding to be used to pay for greatly increased utility costs to support the facility. The suggested budget is the maximum allowed based on the total estimated allocation (15% of total annual allocation) for public service activities.

Volusia County
FLORIDA

May 9, 2023

Ms. Joyce Shanahan, City Manager
City of Ormond Beach
22 S Beach St
Ormond Beach, FL 32174

Re: Community Development Block Grant (CDBG) – Revised Letter
FY 2023/24 Allocation and Applications

Dear Ms. Shanahan,

This is a correction to the letter sent on May 5, 2023 that had incorrect amounts listed. Please disregard that notice and utilize this letter instead.

This is to inform the City of Ormond Beach the County of Volusia's Urban County Community Development Block Grant (CDBG) allocation for FY 2023/24 is $1,695,278. Volusia County receives CDBG funds directly from the U.S. Department of Housing and Urban Development (HUD) as a qualified urban county entitlement community through a formula grant. The formula used by HUD to determine funds for the County of Volusia is identified as Formula A. Formula A takes into account three factors of an area; population, poverty, and overcrowding. Each determining factor is weighted: poverty is given a weight of 50 percent while population and overcrowding are weighed at 25 percent.

The same formula used by HUD has been applied to the FY 2023/24 Volusia County award as a method to calculate allocation distributions to the nine participating cities as well as the unincorporated areas of Volusia County. American Community Survey (ACS) five-year estimates data from the U.S. Census Bureau was used for the calculations. A table showing the HUD Formula A calculation for your city is attached to this correspondence as well as a table showing the comparison between the prior year allocation and the FY 2023/24 allocation for your city.

After reserving 20% of the allocation for program administration, the total amount to be allocated among participating cities and unincorporated areas is $1,356,223. Based upon the allocation calculations the City of Ormond Beach will receive a FY 2023/24 allocation of **$178,621.**

A CDBG application and instruction guide was emailed to the City of Ormond Beach's point of contact on **May 5, 2023**. Completed applications must be submitted to Community Assistance by 4:00 p.m. on **June 5, 2023**. Recognizing the short turnaround time, Community Assistance will accept completed applications that have not yet been approved by your city's commission. Cities will however be responsible for receiving approval prior to the County's submission of the Annual Action Plan to HUD in early August.

Community Assistance staff will be available to provide technical assistance to all participating cities having difficulty in preparing their plans. Participating cities are given several choices of the types of activities that they may apply for and use CDBG funding to complete. All activities must be eligible and meet a national objective. Public services are eligible activities; however, HUD

sets a public service cap of 15% of all CDBG expenditures. The **maximum amount that the City of Ormond Beach may allocate for public service activities is $24,710.** This amount should be $26,793 which is 15% of $178,621.

Citizen participation when creating the plan and determining projects is a grant regulation. Each city is required to have a public hearing during the development of the plan to allow for citizen participation and comment. Copies of sign-in sheets and minutes will be submitted with your application. Scheduled approval of the plan at City Commission meeting will not serve to meet the public participation requirements. When advertising for public hearings, consideration must be made to ensure that no groups of people are excluded. Making an effort to include low- and moderate- income residents is an important part of the participation process.

If you have any questions please contact Corry Brown, Operations Manager at (386) 736-5955 ext. 12970 or cabrown@volusia.org.

Sincerely,

Brittany Louis, Manager
Housing and Grants Administration

cc: Loretta Moisio, Grants Coordinator

Attachments

Formula Data

City of Ormond Beach HUD Formula A – Weighted Share Determination 2017 - 2021 ACS 5-Year Estimates	
Formula Category	**Data**
Population (.25 Weight)	
# of Persons	42,707
% Share	14.49%
Weighted Share	3.62%
People in Poverty (.50 Weight)	
# of Persons in Poverty	3,793
% Share	11.32%
Weighted Share	5.66%
Overcrowded Housing Units (.25 Weight)	
# of Overcrowded Units	260
% Share	15.55%
Weighted Share	3.89%
Total Weighted Share of $1,356,223	**13.17%**
Rounded/Adjusted Share of Funds	**$178,621**
% of Total CDBG Allocation	**10.5364%**

FY 2023/24 Adjusted CDBG Allocation

Area	2022/23 Adjusted Allocations		2023/2024 Direct Formula Allocation		Proposed 2023/2024 Adjusted Allocation		Difference from 22/23 allocation to 23/24 proposed allocation	
	Amount	Percent of Total Allocation	Amount	Percent of Total Allocation	Amount	Percent of Total Allocation	Dollar Difference FY 2022 vs. 2023	Percent Difference FY 2022 vs. 2023
Ormond Beach	$171,903	10.51%	$178,621	10.54%	$178,621	10.54%	$6,718	.03%
Total	**$1,635,531**	**100%**	**$1,695,278**	**100%**	**$1,695,278**	**100%**	$59,747	

ORMOND BEACH
NEIGHBORHOOD IMPROVEMENT ADVISORY BOARD
REGULAR MEETING

March 16, 2023 **6:00 P.M.**
Commission Conference Room
22 South Beach Street
Ormond Beach, FL

CALL TO ORDER – ROLL CALL

Members present were: Josh Pringle, David Glasser, and Matthew Shapiro. Excused was: Frank Ganz. Absent was: Margaret Sharifi

Mr. Pringle stated a quorum was met and there were no members from the community in attendance.

Staff present were: Grants Coordinator Loretta Moisio and Recording Secretary Ida Hop.

APPROVAL OF MINUTES – February 16, 2023

Mr. Glasser moved, seconded by Mr. Shapiro to approve the minutes of the February 16, 2023 meeting. The motion passed unanimously.

AUDIENCE REMARKS

None

DISCUSSION ON THE CDBG ANNUAL PLAN FUNDING - FY 2023-2024

Mr. Pringle stated the Board will use the anticipated allocation of $171,903, based on last year's allocation to make funding recommendations for FY 2023-2024. He stated that the maximum allowable for public service projects is 15% of the allocation, or $25,785 and the remainder could be used for capital projects which would be $146,118. He reminded the Board that only one organization, Hope Place (HUM) represented by Mr. Buck James, had requested funding at the mandatory public hearing held in February.

Mr. Shapiro moved, seconded by Mr. Glasser, to recommend $25,785 within the FY 2023-2024 CDBG funding allocation to Hope Place as a public service activity. The motion passed unanimously.

DRAFT

Mr. Pringle reviewed capital projects that were discussed at the mandatory public hearing meeting held in February.

Mr. Shapiro stated the South Ridgewood Avenue Sidewalk Improvements project would benefit the most people especially being near an elementary school whereas some of the other projects were very nice, but were more luxury than necessity.

Mr. Glasser moved, seconded by Mr. Shapiro, to recommend the allocation of $146,118 within CDBG FY 2023-2024 funding for the South Ridgewood Avenue Sidewalk Improvements. The motion passed unanimously.

Discussion among the Board members continued that these two projects would be in the best interest of the City.

Ms. Moisio mentioned that the County has not yet provided information on the Community Development Block Grant (CDBG) for FY 2023-2024, and once received, she will pass it along to the Board.

NEXT MEETING DATES

Meetings will be held at 6:00 p.m.

April 20, 2023

May 18, 2023

ADJOURNMENT

The meeting adjourned at 6:16 p.m.

DRAFT

Respectfully Submitted:

_____
Ida Hop, Recording Secretary

Attest:

_____
Josh Pringle, Chairman

County of Volusia

FY 2023/24

Community Development Block Grant (CDBG) Program

Capital Improvement Project Application

City of Ormond Beach

Applicant City or Department/Division

CDBG - South Ridgewood Ave. Sidewalk Construction - East Side Only

Project Name

A. Application Checklist

FY 2023/24 CDBG Capital Project - Jurisdiction Funding Application Checklist

*Applicant **MUST** place this initialed and signed checklist on top of all submitted proposals*

Initials of CDBG Primary Contact or Representative	Necessary Application Document/Information
JM	Applicant Information
JM	Project description/Location & Implementation Responsibility
JM	Plan of Action
JM	Budget
JM	Procurement Description
JM	Applicable Procurement Policy (attach only the pages referenced)
JM	**Signed and Completed** Certification of Construction Need (Required for existing structures or facilities)
JM	Signed and Completed Conflict of Interest Statement
JM	Attached Maps and/or Photos
	Other (If applicable) _____

Note: When filing out this application please refer to the FY 2023/24 CDBG Funding Application Instructions and Guidance

B. Applicant Information

Name of Applicant (City, Department/Division): City of Ormond Beach

CDBG Primary Contact Name and Title:
(should be the same for all proposals): Loretta Moisio, Grants Coordinator

Email Address: Loretta.Moisio@ormondbeach.org Phone Number: 386-676-3315

Project Manager Name and Title:
(Implementation): Cara Culliver, Principal Landscape Architect

Email Address: Cara.Culliver@ormondbeach.org Phone Number: 386-676-3288

Proposed Project Title: CDBG-South Ridgewood Ave. Sidewalk Construction-East Side Only

Total Amount Requested: $151,828 Total Estimated Project Cost: $151,828

Additional Funds Available to Leverage, if applicable: $0.00

Source of Additional Funds, if applicable: NA

Physical Location of Proposed Project: South Ridgewood Ave. from Granada Blvd. to Central Ave. with two bid alternates

Certifying Representative
▪ Person authorized to sign contract, if project is selected ▪ City Manager or Authorized City Official ▪ Please sign in **BLUE INK**
To the best of my knowledge and belief, data in this proposal are true and correct and the **governing body of the applicant has duly authorized the document.**

Signature: Joyce Shanahan 5/10/2023

Name: *Joyce Shanahan* **Date Signed**

Title: **City Manager**

C. Project Description

Type of Project:

- ☐ Acquisition of Real Property
- ☐ Clearance/Demolition
- ☐ Public Facility Improvements (General)
- ☐ Senior Centers
- ☐ Neighborhood Facilities
- ☐ Parks, Recreational Facilities
- ☐ Flood/Drainage Improvements
- ☐ Code Enforcement
- ☐ Water/Sewer Improvements
- ☐ Non-Residential Historic Preservation
- ☒ Street/Sidewalk Improvements
- ☐ ADA Accessibility

Exact location/project address:

South Ridgewood Ave. from Granada Blvd. to Central Ave. on the east side of the street, phase 1 (See discussion regarding alternates in summary.)

If applicable please indicate the following:

Address Start: **Granada Blvd.** Address End: **Central Ave.** Linear Feet: **1215**

Summary of project:

This project will remove existing 3.5', 4', 5' wide non-ADA deteriorated sidewalk and replace it with a new 5' wide ADA compliant sidewalk. The project also includes ADA compliant detectable mats and curbing. The bid alternate sections will be: 1) Central Ave. to Mound Ave.; and, 2) Mound Ave. to Fairview Ave. This entire project is located within the City's current CDBG Priority Area.

Project Need and Justification:

(Include demand and location of similar facilities)

This roadway connects residents and visitors to W. Granada Blvd. in the City's downtown area which is comprised of local businesses. Additionally, this sidewalk is used on a daily basis by elementary and middle school students who walk, or ride bikes, to Ormond Beach Elementary School and Ormond Beach Middle School. The sidewalks need to be safe and compliant for the users as South Ridgewood Avenue is a heavily used roadway by both motorists and pedestrians.

Anticipated accomplishments and/or outcomes:

It is anticipated that residents who live on this street, and neighboring streets, along with visitors to the area, will use the sidewalk on a daily basis.

Describe the designated service area and beneficiaries:

(Provide a detailed description and a map that clearly shows the project site and area that will benefit, include photos if applicable)

South Ridgewood Avenue from W. Granada Blvd. to Division Avenue is included within the City's CDBG Priority Area and those residents will be the primary users of the sidewalk.

D. National Objective

Activity will meet a national objective by: *(choose one of the two options)*

☒ **Area Benefit**
(choose one of the two options)
☒ Census tract block group data
or
☐ Income survey conducted by city and approved by county and HUD

☐ **Limited Clientele Benefit**
(choose one of the two options)
☐ Will be income verified
or
☐ Presumed low-income by HUD

Area Benefit: *(if applicable)*

Census Tract	Block Group	Total Population	Low/Mod Population	% Low/Mod Population
080600	2	1885	1015	53.85
	Total			

Limited Clientele Benefit: *(if applicable)*

Qualifying group

Number of persons served

Similar Projects:
(Describe any past similar projects carried out, and the outcomes)
In previous years, CDBG eligible and completed projects have included sidewalks for Halifax Drive (2020, 2011); Ramsey Terrace (2017); Flormond Avenue (2018); and, South Washington Street (2023). We are currently in the process of reviewing bids to recommend a bid award for the North Ridgewood Avenue Sidewalk Project included in CDBG FY 22-23.

Feasibility of Maintaining Project:
(Explain future maintenance as a result of the project)

The sidewalk will be maintained by the City of Ormond Beach.

Citizen Participation:
(Explain what input citizens had in identifying the need, identifying the project, or approving the project)

The project was brought before the Neighborhood Improvement Advisory Board at tis February 16, 2023, mandatory public hearing and was again discussed at its meeting of Marh 16, 2023, at which time the Board recommended that it be included in the CDBG Annual Plan for FY 2023-2024.

E. Project Timeframe

Implementation Responsibility:

☒Subrecipient (City or Department Applying for funds) ☐City or Department Employees ☒Contractor	☐County of Volusia *(If applicant is a city and the proposed project is being implemented by the County of Volusia please provide documentation showing the communication and planning done between the subrecipient and the county department)*

Comments about implementation responsibility (if needed):

Plan of Action:

Plan of Action below will become part of the Subrecipient Agreement if project is approved *(Clearly explain who created the POA provided below (i.e. purchasing analyst, public works director...), what factors were considered, what is unique to this project timeline, and note any potential concerns)*

Cara Culliver, Principal Landscape Architect, prepared the Plan of Action and serves as the project manager for the City's CDBG capital projects.

CDBG FY 2023/24 Plan of Action		
Milestones	**Planned Date**	**Notes (not required)**
Authorization to Proceed Received	**10/1/23**	**Remaining dates will adjust if ATP is not received by this date**
Technical Design & Procurement Documents Complete	**12/4/23**	
Complete Solicitation Package Submitted to Volusia County	**12/11/23**	
Solicitation Package Approved by Volusia County (Allow one week)	**1/1/24**	
Solicitation Advertised	**2/4/24**	
Pre-Solicitation Meeting	**2/22/24**	
Solicitation Opening	**3/5/24**	
Contract Award	**4/23/24**	
Pre-Construction Meeting	**6/3/24**	
Issue a Notice to Proceed	**6/10/24**	
Project Start Date	**6/10/24**	
Project Completed	**10/8/24**	
All Reimbursement Requests Submitted to Volusia County	**12/2/24**	

F. Project Budget

(Applicants must either fill out the following budget, or attach an additional budget)

Budget Categories	Project Cost Estimate	Sources of Funds		
		CDBG Funds	Applicant Funds	Other:
		AMOUNT	AMOUNT	AMOUNT
Materials Costs	48,228	48,228		
Labor Costs	96,600	96,600		
Engineering Services	0			
Other: Permits/Bonds	5,000			
Other: Concrete Density Testing	2,000			
Other: _____				
SOURCE TOTAL (Column total)		151,828		
TOTAL PROJECT COST (the total project costs, all funding sources)	151,828			

**Please note, due to grant-based accounting method used by HUD, funds cannot be transferred between fiscal years. As a result, remaining program year balances that are less than $1,000 will revert to countywide funds.*

Description of Budget:
(Explain the budget above. Include the resources that will be used for the project prior to reimbursement, any potential funding concerns, completeness of budget given, and estimates used. Backup documentation for the budget amounts should be available upon request. If project is to be implemented by the county, attach correspondence with relevant County of Volusia department stating the budget reasoning.)
The budget was developed by the Engineering Division based on other recent similar projects.

Leveraged Funds:
(Clearly explain what funds, if any, are being used to match CDBG funds for the project)
No matching funds are being proposed. City staff will prepare the bid package and handle all aspects of the bidding process in coordination with Community Assistance. If sealed bids are over the proposed budget, staff will recommend the City fund the difference to construct this sidewalk.

Outstanding Balance:
(Explain any remaining CDBG balances from prior year capital projects)
Currently, the City of Ormond Beach has CDBG funds remaining in FY 20-21 in the amount of $4,115.05 which are excess funds from the completed Central Park (Fleming) Playground project; $33,542.40 in FY 21-22 which are excess funds from the completed South Washington Street Sidewalk project. In CDBG FY 22-23 there is $149,403 allocated to the

North Ridgewood Sidewalk project. This project has been bid and should begin within the next couple of months.

G. § 570.611 Conflict of Interest

Please read and sign at the bottom of the next page, signifying that you have read and agree to adhere to the following policy. Also, please disclose any potential conflicts including any boards or committees currently serving on, any private companies owned by you or members of your Board of Directors, and any other potential conflicts.

(a) ***Applicability.*** (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) ***Conflicts prohibited.*** The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) ***Persons covered.*** The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) ***Exceptions.*** Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
(ii) Whether an opportunity was provided for open competitive bidding or negotiation;
(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
(vii) Any other relevant considerations.

Name	**Conflicts/Potential**

Joyce Shanahan	Loretta Moisio
City Manager or Department Director (or authorized official)	**CDBG Liaison**
Joyce Shanahan	Loretta Moisio
Signature	**Signature**
5/10/2023	5/10/2023
Date	**Date**

H. Procurement

Eligible procurement:
Purchases must be handled fairly and in a manner that encourages full and open competition; documentation must be maintained that demonstrates this. Additionally, subrecipients or subgrantees are required to abide by the most strict of the following when purchasing services, supplies, materials, or equipment:

- The municipality or agency purchasing and procurement policy
- All applicable federal procurement rules, most specifically those contained in 24 CFR 85.36
- A Volusia County CDBG entitlement program threshold of $50,000 for small purchases, which will be outlined in the FY 2023/24 Subrecipient Agreement. Purchases above this threshold must be awarded through a formal competitive bid or proposal process, even if the limit established in the subrecipient's or subgrantee's procurement policy allows a higher threshold for a formal competitive bid. In the event that the municipality or agency procurement policy requires a formal bid for purchases less than $50,000, the municipality or agency shall follow their policy.

Please note: Approval of the application including the process outlined below does not eliminate the requirement to approve all steps of the project procurement and implementation with Community Assistance prior to moving forward, this is mandatory to ensure that projects remain compliant and eligible for CDBG reimbursement.

What method of procurement will be used for this project:
Include the name of the procurement method, a brief summary of the steps that will be taken, and a reference to the procurement policy of the municipality or agency implementing the project. Attach the page of the policy that applies to the reference to this submission.

The City will use a formal bidding process.

Procurement Reasoning:
(Clearly explain why the method of procurement noted above is the best choice for this project)

The City's procurement policy requires purchases over $25,000 to use a formal bidding process.

Procurement Management:
(Explain who will be responsible for implementing the procurement method above, including their position.

Cara Culliver, Principal Landscape Architect, will be responsible for procurement. Cara serves as project manager for a variety of City capital projects.

I. Certification of Construction Need

The purpose of this form is to differentiate between the two categories of public facility or infrastructure projects shown below:

- Maintenance of a public facility or infrastructure, and
- Necessary rehabilitation of a public facility or infrastructure.

The jurisdiction that is implementing the proposed capital project must designate an employee to confirm which category, from the two listed above, of which the project best fits. The employee should have the knowledge and experience to make an informed determination and explanation regarding the proposed project, the facility, the past use, and the current condition.

Jurisdictions should exercise reasonable judgment in choosing an employee to certify the construction need of a project. It is not the intent of the entitlement community, County of Volusia, to have the jurisdiction incur any additional costs or to hire outside experts. Due to the vast differences in the organization of different jurisdictions, specific employee positions cannot be defined. A certification completed by the CDBG contact(s) for the jurisdiction would not be appropriate. Please discuss potential certifications with Volusia County if you have any questions or concerns.

Name and Title of Certifying Employee: Alex Schumann, City Engineer

Email Address: Alex.Schumann@ormondbeach.org Phone Number: 386-676-3302

Proposed Project Title: CDBG - South Ridgwood Ave. Sidewalk Construction - East Side Only

Project should be classified as:

☐ Maintenance ☐ Deferred Maintenance ☐ Rehabilitation ☒ New Construction

Reason for determination given: (Attach additional pages or documentation as needed)

Alex Schumann		
Certifying Employee Printed Name	**Certifying Employee Signature**	**Date** 5/9/2023

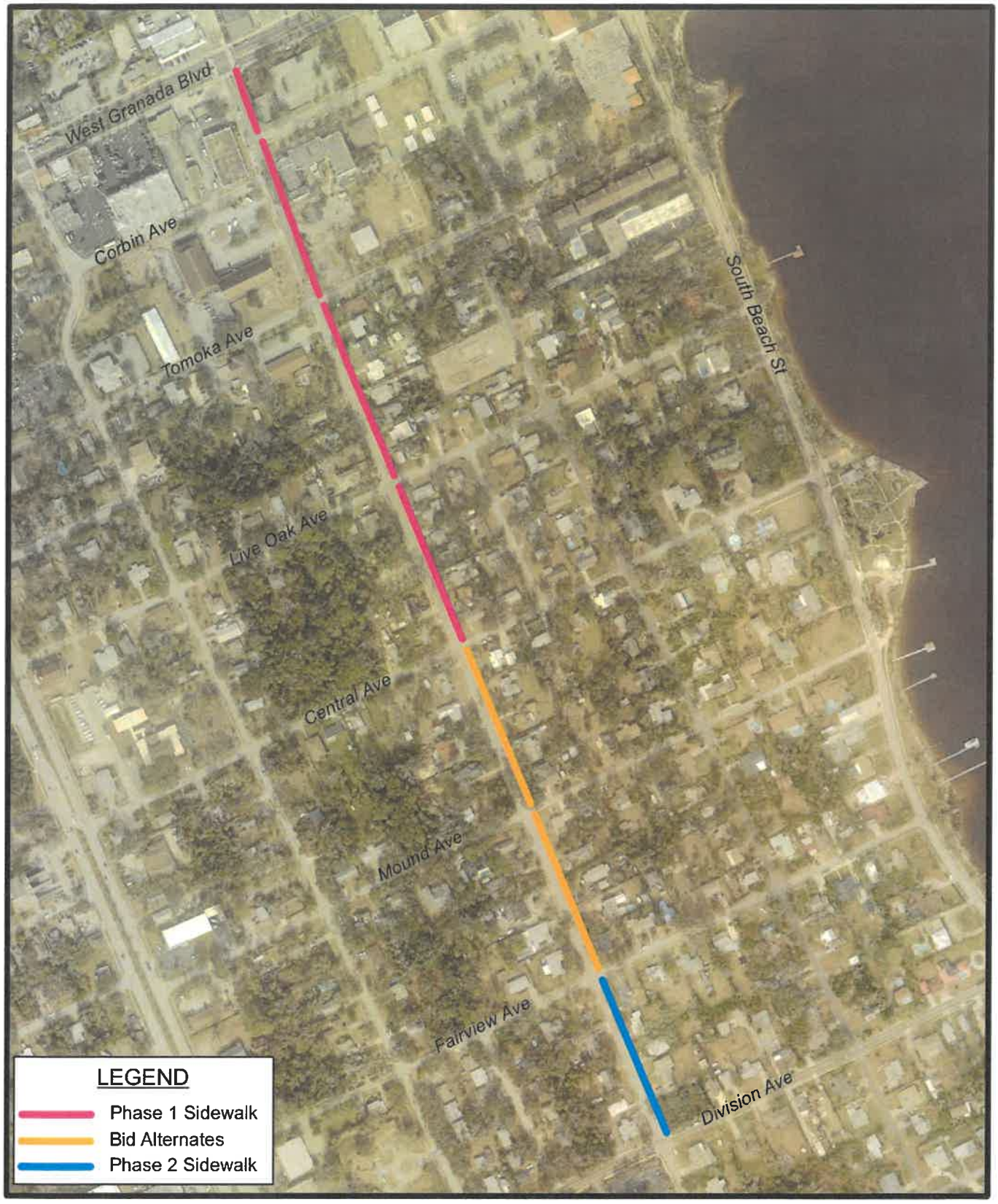
City of Ormond Beach Florida — How We Do Business

A Guide for Contractors and Suppliers rev. October 2022	
Introduction	The Purchasing Office should be your first point of contact with the City. Our role is to bring together users and suppliers to ensure that the City receives the best value for the services, materials, supplies and equipment needed to effectively and efficiently operate the City. We are here to help you understand how best to do business with the City of Ormond Beach. As can be expected, there are rules to follow and we will do our best to inform you of these rules, or as we call them, the City's Code of Ordinances. Should you ever have a question or concern we encourage you to contact the Purchasing Coordinator directly at (386) 676-3223. We hope you will find this information helpful. One of the unique things about working with the City is that we are local government; therefore, we are accountable to various elected officials, auditors and most importantly, taxpayers. Consequently, everything we do is considered "public information" and may be subject to public inspection. As a result, we believe the best way to protect the interest of the citizens we serve is to deal ethically, fairly and objectively with all vendors, contractors and suppliers.
Vendor List and Internet-Based Bidding System	The City of Ormond Beach utilizes the services of DemandStar.com to maintain our vendor database and issue all requests for bids and RFP's. Vendors wishing to be placed on the City of Ormond Beach's vendor list and receive automatic notification of bids and RFP's are encouraged to register with DemandStar.com. For more detailed information, please refer to the page titled "Internet Based Bidding," or visit the DemandStar.com website at www.demandstar.com. You may also contact them by phone at (206) 940-0305.
Purchasing Threshholds	The Purchasing Office has the responsibility of conducting City business in a professional manner. Each department has funds allocated to it; however, from a purchasing perspective, there is only one kind of money, the public's money. The City's operating funds comes from local taxpayers, State and Federal governments, various fees, grants, special activities, etc. Therefore, all purchases no matter how large or small must be made in accordance with the City's established Code of Ordinances. The City's Code of Ordinances dictates what method of procurement that must be used for each type of purchase: Purchases from $2,500 - $24,999 — requires 3 Written Quotes Purchases over $25,000 — requires Formal Bid or Request for Proposal It is against the City's Purchasing Ordinance to split a purchase into two or more orders to avoid the $2,500 limit and related requirement for three verbal quotes. Local vendors are provided with a list of City employees who are authorized to make purchases under $2,500 without a purchase order. The list is updated regularly.

Competitive Solicitations	In general, price competition is the best way to make money go further. That is why we advocate competition "wherever practicable" in an effort to promote fairness and better pricing. ***Written Quotes*** are required when the purchase is over $2,500 but less than $24,999. Again, the using department will generally contact the suppliers for quotes and prepare a purchase order for approval by the appropriate authorities. Copies of the written quotes will be attached to the purchase order. ***Formal Solicitation*** is required when the purchase is anticipated to exceed $25,000. There are two basic types of formal solicitations: 1. Invitation to Bid (ITB) 2. Request for Proposal (RFP) Both the ITB and RFP require advertisement in the local newspaper and may also be advertised in other area newspapers and professional trade journals. The intent with these solicitations is to generate as much involvement as possible with qualified suppliers. There are some significant differences between the ITB and RFP. The primary difference is award criteria. Generally, the ITB is awarded to the lowest responsive and responsible bidder. In other words, the bidder who submits a bid that meets all of the requirements and specifications of the ITB at the lowest overall cost. On the other hand, the RFP is typically awarded to the responsive and responsible respondent receiving the highest overall ranking, as decided by a selection committee. During the RFP evaluation process, the top ranked respondents may be asked to give a formal presentation to the committee. Additionally, the price and other terms of agreement may be negotiated with the firm receiving the highest overall ranking by the committee.
Brand Name and Substitute Items	The City is always seeking the best value for the money. Occasionally, a brand name is used in specifications to establish a standard grade or quality and will generally be followed by the words "or equal.'. The City will consider any substitute item(s) that meet or exceed all the requirements of the specifications. It is the supplier's responsibility to provide all the information on any substitute item(s) they use in their bid. The City reserves the right to review and either accept or reject any substitute item(s).
Questions on Specifications	Questions pertaining to an ITB or RFP should be directed to the Purchasing Coordinator at (386) 676-3223, or to the City's Project Manager, if so listed. The City will frequently hold a public "prebid" or "preproposal" meeting to review the specifications and answer any questions prior to the ITB or RFP opening date. When appropriate, a site visit may be conducted following the "prebid' or "preproposal" meeting. We strongly encourage all prospective bidders or respondents to attend these meetings. When revisions or clarifications to the ITB or RFP are necessary, the City will issue an addendum. An addendum is a written document that modifies the ITB or RFP and becomes part of the ITB or RFP documents. Sometimes it is necessary to issue

	more than one addendum. Each bidder on the list of bidders (or plan holders list) will receive a copy of each addendum. All addenda need to be acknowledged on the appropriate page of the ITB or RFP document when submitting a bid or proposal.
Insurance Requirements	The City of Ormond Beach requires anyone who is performing any work on City owned property to provided the following forms of insurance: General Liability Automobile Liability Workers Compensation The amount of the coverage for each of these forms of insurance depends on the total dollar value of the contract. Please read the ITB or RFP specifications and check with your insurance agent to make sure that you comply with all of the City's insurance requirements before submitting your quote, bid or proposal.
Submitting Your Bid	Be sure to read the entire bid package and complete all the required documents. Check the figures to make sure that the unit prices and the extended amounts agree. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail. Likewise, if there is a discrepancy between the amount shown in numbers and the amount shown in written words, the written words will prevail. Be sure to SIGN YOUR BID OR PROPOSAL BEFORE YOU SUBMIT IT. ITB and RFP opening times are strictly adhered to. Any bids or proposals submitted after the time specified in the ITB or RFP, or in an addendum, will NOT BE ACCEPTED and will be returned to the bidder unopened. Faxed or other electronically submitted bids or proposals are NOT ACCEPTABLE. All bids or proposals need to be delivered to the City as specified in the bid or proposal specifications.
Mistake in Bidding	If you realize that you have made a mistake in your bid or proposal prior to the bid opening date and time, you may take your bid back and correct it and resubmit it before the bid opening date and time, or you may submit a sealed statement clarifying the error before the bid opening date and time. Bids and proposals CAN NOT be corrected or withdrawn after the bid opening date and time.
What is "Piggybacking?"	In short, "piggybacking" refers to using competitive bids obtained by other governmental entities. The City may utilize a competitive bid solicited by any other municipal, county, state, federal governmental agency, any combination of such agencies or any other competitive bid deemed to be in the best interest of the City. By piggybacking other bids the City can avoid the time consuming process of soliciting bids for the same commodity or service. We also purchase directly off the State Term contract, which, as the name implies, are bids solicited and awarded by the State of Florida, Department of Management Services. The State of Florida also offers a State Negotiated Agreement Price Schedule (SNAPS agreement), which permits, but does not obligate, us to purchase supplies and services without soliciting bids or quotes. Please advise us of any Term contracts or SNAPS agreement you have been awarded by the State of Florida, or of contracts that have been awarded to you by other governmental entities.
Award	Once quotes, bids, or proposals are received, the department requesting the purchase will be involved in evaluating the results. For purchases under $25,000 the

	City Manager or her designee will approve the purchase. For purchases valued at $25,000 or more the City Manager will make a recommendation to the City Commission who, in turn, will vote on the award at a scheduled City Commission Meeting. Once an award is made, a purchase order or a written contract is prepared with all the supporting documentation (i.e. insurance certificates, payment and performance bonds) attached. The appropriate parties then sign the purchase order or written contract document, and the order is placed.
Payment	Payments are made from approved invoices. To avoid delays, submit a complete invoice that includes: the purchase order number, if applicable, a description of the item(s) or service, who received the item(s) or service, and the quantity, unit price, delivery charges and total price, along with any discount terms that may apply. The City will make payments in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII. The City usually makes payments within 30 days after receipt of an approved invoice.
Submit Invoices To:	City of Ormond Beach Accounts Payable, Finance Department P.O. Box 277 Ormond Beach, FL 32175-0277



SOUTH RIDGEWOOD AVE
EAST SIDE SIDEWALK
IMPROVEMENTS

Prepared By: The City of Ormond Beach
G.I.S. Department - May 10, 2023

N
W E
S

County of Volusia

FY 2023/24 Community Development Block Grant (CDBG) Program

Public Service Activity Application

City of Ormond Beach

Applicant City/Town

Hope Place Operational Assistance

Project Name

A. Application Checklist

FY 2023/24 CDBG Public Service - Jurisdiction Funding Application Checklist

*Applicant **MUST** place this checklist on top of submitted proposal arranged in the order below. **(INCLUDE ONE (1) ORIGINAL)***

Initials of CDBG Primary Contact or Representative	Necessary Application Document/Information
[signature]	Applicant Information
[signature]	Project description/Location
[signature]	Project Timeframe
[signature]	Budget
[signature]	Other (If applicable) Location Map

B. Applicant Information

Name of Applicant (City, Town, Department): City of Ormond Beach

CDBG Primary Contact Name and Title:
(should be the same for all proposals) Loretta Moisio, Grants Coordinator

Email Address: Loretta.Moisio@ormondbeach.org Phone Number: 386-676-3315

Project Manager Name and Title:
(Implementation) Loretta Moisio, Grants Coordinator

Email Address: Loretta.Moisio@ormondbeach.org Phone Number: 386-676-3315

Proposed Project Title: Hope Place Operational Assistance

Total Amount Requested: $26,793.00 Total Estimated Project Cost: $26,793.00

Additional Funds Available to Leverage, if applicable: $0.00

Source of Additional Funds, if applicable: NA

Physical Location of Proposed Project: 1340 Wright St., Daytona Beach, FL 32117

Certifying Representative
▪ Person authorized to sign contract, if project is selected ▪ City Manager or Authorized City Official ▪ Please sign in **BLUE INK**
To the best of my knowledge and belief, data in this proposal are true and correct and the **governing body of the applicant has duly authorized the document.**

Signature: Joyce Shanahan 5/10/2023

Name: *Joyce Shanahan* **Date Signed**

Title: **City Manager**

C. Project Description

Please attach additional pages if needed.

Type of Project:

- ☐ Public Service (General)
- ☐ Youth Service
- ☒ Homeless Operating Costs
- ☐ Other _____
- ☐ Senior Service
- ☐ Handicapped Services
- ☐ Employment Training

Exact location/project address:

1340 Wright St., Daytona Beach, Florida 32117

Summary of project:

Hope Place, created and sustained through a public/private collaboration, is a safe refuge for homeless students and families with children and serves as a model for other communities. It offers a safe living environment, three meals a day, case management, mental health counseling, budgeting, life skills, housing counseling and parenting classes to help each guest return to, or achieve, self-sufficiency within 90 days. Each year utility costs continue to rise significantly overall.

Community Impact:

(Describe the need or justification. Include demand and location of similar services)

While Hope Place is not located within the City of Ormond Beach, it benefits Ormond Beach homeless children and families in need. One of five homeless individuals in Volusia County is a child and 27% of Volusia's children live in poverty. Currently, there are 295 homeless children attending Volusia County Schools in Ormond Beach which represents a nearly 100% increase since 2019.

Anticipated accomplishments and/or outcomes:

The goal of Hope Place is to help those in need return to living an independent life. For families with children, homelessness is not a matter of choice. In most instances, it is caused by a financial or medical event causing the loss of a home or residence. Supporting the work of Hope Place pays immediate dividents. As the country has moved past the COVID-19 pandemic, many programs in place to assist during that time have ended, but the impact to children and families in need continues. Halifax Urban Ministries remains poised to address these needs and help families regain independence and anticipates serving at least 110 families and 30 unaccompanied youth in 2023.

D. National Objective

Activity will meet a national objective by: *(choose one of the two options)*

☐ **Area Benefit**
(Offered to all residents of a LMI area)
*Uses census tract data to demonstrate more than 50.35% of beneficiaries are LMI

☒ **Limited Clientele Benefit**
(Offered to a group in the community)

Area Benefit: *(if applicable)*

Census Tract	Block Group	Total Population	Low/Mod Population	% Low/Mod Population
Total				

Limited Clientele Benefit: *(if applicable, choose one of the two options)*

☒ Presumed low-income by HUD

Qualifying group

Number of persons served

☐ Beneficiaries will be income verified (choose an verification method below)

- ☐ Application from beneficiary with third- party income verification performed by staff
- ☐ Evidence of assistance under "as restrictive" program
- ☐ Prior year's IRS transcripts (4506-T)

Describe the beneficiaries:
(Provide a detailed description and a map that clearly shows the project site and area that will benefit, include photos if applicable)

This program will assist families with children who have been displaced as well as unaccompanied youth. In Volusia County, there are approximately 5,500 homeless students, an increase of 3,500 since 2019; nearly 300 are unaccompanied youth, increase of 100 since 2019, who are on their own and continue to attend school without a parent/guardian or a stable home. It is also estimated that there is an additional 600 preschool homeless children and approximately 100 unaccompanied youth attending Daytona State College.

Similar Activities:
(Describe any past similar projects carried out, and the outcomes)

The City of Ormond Beach has a long standing relationship with Halifax Urban Ministries and all activites have been completed timely and as intended.

Citizen Participation:
(Explain what input citizens had in identifying the need, identifying the project, or approving the project)
The Neighborhood Improvement Advisory Board (NIAB) has been a longtime advocate of homeless programs to benefit citizens. Over the past decade, the NIAB has consistently recommended homeless assistance funding to the City Commission for its approval. Homelessness is a common topic of discussion at NIAB meetings.

Proposed activity is a: *(choose one of the two options)*

☐ **New service being provided**

☒ **Improved service being provided**
(with a quantifiable increase)

New service being provided:
(If applicable, clearly explain the new service being provided and why)

Improved service being provided:
(If applicable, clearly explain the new service being provided and why)
In 2022, Hope Place was able to serve 107 families with children (140 adults, 233 children) and was able to successfully place 92% into permanent housing in addition to serving 31 unaccompanied youth. Unaccompanied youth are aged 18-24 who have aged out of the foster care system and Hope Place provides a safe dormitory for them to live while they pursue their education. For 2023, Hope Place anticipates that it will serve at least 110 families and 30 unaccompanied youth. Since becoming fully operational in the summer of 2018, Hope Place has served 462 families and 103 unaccompanied youth.

E. Project Timeframe

Proposed Timeframe

(Please refer to application instructions and guidance for a sample. At no time will proposed dates for public services extend beyond September 30, 2024.)

Date	Action	Responsible Entity
10/1/2023	Authorization to Proceed Issued	Volusia County
10/1/2023-1/31/2024	Execute Agreement with Halifax Urban Ministries	City of Ormond Beach
10/1/2023-9/30/2024	Services provided, reimbursements and status reports submitted.	City of Ormond Beach
9/30/2024	Activity complete, funding depleted, final reimbusement and reports submitted.	City of Ormond Beach

F. Project Budget

(Applicants must either fill out the following budget, or attach an additional budget)

Budget Categories	Project Cost Estimate	Sources of Funds		
		CDBG Funds	Applicant Funds	Other:
		AMOUNT	AMOUNT	AMOUNT
Staff Costs				
Operating Costs	26,793	26,793		
Other: _____				
Other: _____				
Other: _____				
SOURCE TOTAL	26,793	26,793		
TOTAL PROJECT COST*	26,793			

Additional Budget Descriptions

(Examples of breakdown budgets are shown in the application guidance on page 10. The purpose of the additional charts is to demonstrate exactly how the proposed funds will be spent and illustrate the plan for the activity.)

Supplement to Staff Costs				
	Description	Per Unit Charge	Quantity	Total
Salary Costs				
Benefit Costs				
Other: _____				
Other: _____				
			Total	

Supplement to Operating Costs				
	Description	Per Unit Charge	Quantity	Total
Utility Costs	SEE Budget Description*			26,793
Rent Costs				
Other: _____				
Other: _____				
			Total	

**Please note, public service funds allocated in FY 2023/24 will be for a 12 month term ending on 9/30/2024. Subrecipient agreements for public service activities will not be extended and*

remaining balances will not rollover to the next year. Balances may be transferred to a capital project within the same program year if available. Due to grant-based accounting methods used by HUD funds cannot be transferred between fiscal years. As a result, remaining program year balances that are less than $1,000 will revert to countywide funds.

Description of Budget:
(Completely explain the budget charts shown or attached. Include the resources that will be used for the project prior to reimbursement, any potential funding concerns, completeness of budget given, and estimates used. Backup documentation for the budget amounts should be available upon request.)

Once funding is approved, and the City has an agreement with Halifax Urban Ministries, Hope Place will submit monthly reports for the utility expenses (below).

*UTILITY COSTS INCLUDE: Electric, propane gas, water, phone, internet, and garbage pickup.

Leveraged Funds:
(Clearly explain what funds, if any, are being used to match CDBG funds for the project)

Hope Place funds will also be used in addition to CDBG funding for utility costs as needed.

Outstanding Balance:
(Explain any remaining CDBG balances from prior year public service activities)

Currently, for FY 22-23, $22,500 remains for the housing counseling program and parenting classes. Staff has received a request for reimbursement and is currently reviewing it prior to payment. This activity is expected to be complete by 9/30/2023 with all funding used.

G. § 570.611 Conflict of Interest

Please read and sign at the bottom of the next page, signifying that you have read and agree to adhere to the following policy. Also, please disclose any potential conflicts including any boards or committees currently serving on, any private companies owned by you or members of your Board of Directors, and any other potential conflicts.

(a) ***Applicability.*** (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) ***Conflicts prohibited.*** The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) ***Persons covered.*** The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) ***Exceptions.*** Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
(ii) Whether an opportunity was provided for open competitive bidding or negotiation;
(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
(vii) Any other relevant considerations.

Name	**Conflicts/Potential**

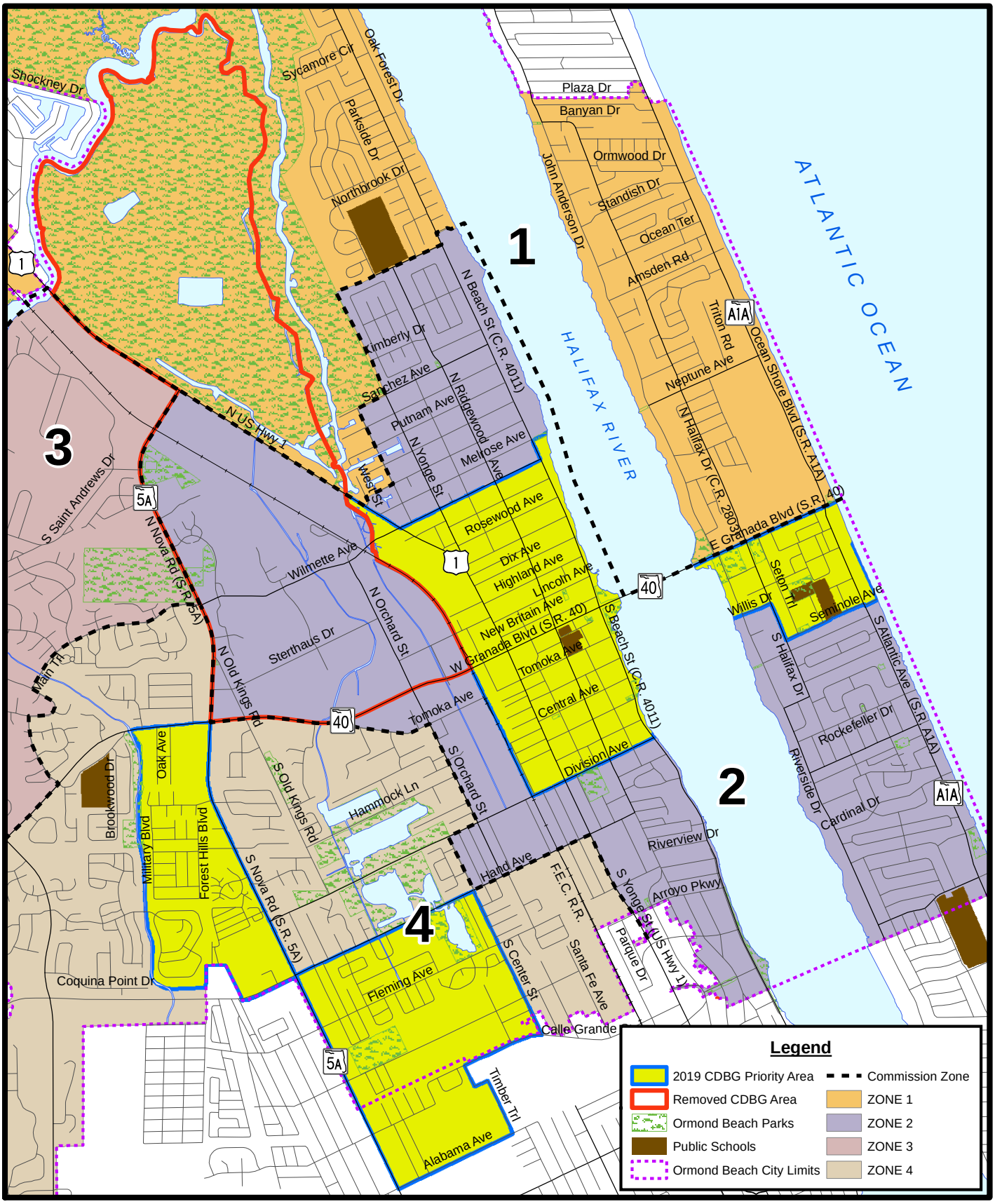
Joyce Shanahan	Loretta Moisio
City Manager (or authorized official)	**CDBG Liaison**
Joyce Shanahan	5/10/2023
Signature	**Date**
Loretta Moisio	5/10/2023
Signature	**Date**



AERIAL MAP
1340 WRIGHT ST
(HOPE PLACE)

Prepared By: The City of Ormond Beach
G.I.S. Department - June 7, 2021

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N.T.S.

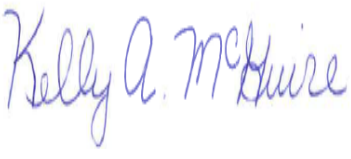


CDBG PRIORITY AREA MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - January 10, 2023

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 7.C
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-98
Strategic Goal:	Water Quality & the Environment - Continue septic to sewer conversion starting within the city limits to decrease effluent to the Halifax River		
Department :	Public Works - Engineering		
Subject:	State of FL DEP - Ormond Beach Septic to Sewer Grant Agreement		
Budget Impact:	The attached grant agreement will provide for up to one third of the anticipated cost for the installation of gravity sewer service on Oak Ave, Magnolia Ave, and Bonita Pl, with a maximum of $532,000. This project was included in the FY 2022-2023 budget with a total cost of $1,600,000. The matching funds will be provided from Fund 435-Wastewater Impact Fees.		
Summary:	This is a request to execute a grant agreement with the FDEP to provide the City with $532,000 for use in the design and construction of a sanitary sewer system to allow for conversion of 76 properties from septic tanks to City Sewer. this project proposes the construction of a sanitary sewer collection system including gravity sewers and pressurized forcemain transmission lines on Magnolia Avenue and Oak Avenue south of Granada Blvd, and Bonita Place North of Granada. This project benefits the water quality of Misner's Branch, a tributary of the Tomoka River, by eliminating the flow of effluent water containing nitrogen and phosphorous.		
Recommended Action:	It is recommended that the City Commission authorize the City Manager to execute the Grant Agreement with the FDEP for the Ormond Beach Septic Tank Conversion Project.		
Staff Contact:	Shawn Finley, Public Works Director, (386) 676-3292		

Approval:

Kelly McGuire, Finance Director	5/12/2023	
Claire Whitley, Assistant City Manager	5/15/2023	

Joyce Shanahan, City Manager	6/1/2023	

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: June 6, 2023

Subject: State of FL DEP - Ormond Beach Septic to Sewer Grant Agreement

Commission Goal: Water Quality & the Environment - Continue septic to sewer conversion starting within the city limits to decrease effluent to the Halifax River

Introduction

This is a request for the City Commission to authorize the City Manager to execute a Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) to provide the City with $532,000 for use in the design and construction of a sanitary sewer system to allow for the conversion of 76 properties from septic tanks to City Sewer.

Background

Included in the 2015 Utility Master Plan as one of the areas of residential sewer retrofit areas, this project proposes the construction of a sanitary sewer collection system including gravity sewers and pressurized forcemain transmission lines to convert 76 residences from septic tanks to City of Ormond Beach sewer on Magnolia Avenue and Oak Avenue south of Granada Boulevard, and Bonita Place North of Granada.

Discussion

For the State of Florida's 2022 Legislative session, City staff prepared requests for funding for a number of high priority projects. One of these projects proposed installing new gravity sewer mains on Oak Ave, Magnolia Ave, and Bonita Place. This request was recommended for funding through the State Legislature and included in the State of Florida's Fiscal Year (FY) 2022-2023 budget for funding through the FDEP. The grant will provide for up to 33% of the project cost including the design and construction of these improvements, up to $532,000.

Budget Impact

The attached grant agreement will provide for up to one third of the anticipated cost for the installation of gravity sewer service on Oak Ave, Magnolia Ave, and Bonita Pl, with a maximum of $532,000. This project was included in the FY 2022-2023 budget with a total cost of $1,600,000. The matching funds will be provided from Fund 435-Wastewater Impact Fees.

Citizen Impact

This project benefits the water quality of Misner's Branch, a tributary of the Tomoka River, by eliminating the flow of effluent water containing nitrogen and phosphorous and improving the water quality of the entire community.

Recommendation

It is recommended that the City Commission authorize the City Manager to execute the Grant Agreement with the FDEP for the Ormond Beach Septic Tank Conversion Project.

Attachments:

1. 23-98 Septic to Sewer DEP Grant (P23-0104G)
2. Ormond Beach Septic Tank Conversion

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: May 12, 2023

Claire Whitley, Assistant City Manager — Date: May 15, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: June 01, 2023

RESOLUTION NO. 2023-98

A RESOLUTION AUTHORIZING THE EXECUTION OF A STANDARD GRANT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR FUNDING ASSISTANCE REGARDING THE SEPTIC TO SEWER CONVERSION PROJECT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to enter into a Standard Grant Agreement with the Florida Department of Environmental Protection ("FDEP") regarding funding assistance for the septic to sewer conversion project for 76 properties in the City ("the Project"), and

WHEREAS, the total cost of the Project is $1,600,000.00, and

WHEREAS, the FDEP will provide grant funds in the amount of $532,000.00, representing thirty-three percent (33%) of the project cost, and

WHEREAS, the City Manager has certified that funds in the amount of $1,068,000.00, representing the remaining sixty-seven (67%) of the total Project cost, will be made available through a bond issue, now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Standard Grant Agreement between the City of Ormond Beach and FDEP for funding assistance regarding the septic to sewer conversion project for 76 properties in the City.

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

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

APPROVED AND AUTHENTICATED this 6th day of June, 2023.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Ormond Beach Septic Tank Conversion**

Agreement Number: **LPA0352**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Ormond Beach** Entity Type: **Local Government**

Grantee Address: **P.O. Box 277, Ormond Beach, FL 32175** FEID: **59-6000398** (Grantee)

3. Agreement Begin Date: **Upon Execution**

Date of Expiration: **February 28, 2026**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long (29.2785, -81.0861)**

Project Description: **The Grantee will design and construct a sanitary sewer system consisting of approximately 4,000 linear feet of gravity sanitary sewer & approximately 14 manholes to allow for conversion of 76 properties from septic tanks to City of Ormond Beach sewer.**

5. Total Amount of Funding: **$ 532,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**LP, GAA LI 1665A, FY 22-23, GR**	$ **532,000.00**
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **532,000.00**

6. Department's Grant Manager

Name: **Katie Verdesca** or successor

Address: **Florida Dept. of Environmental Protection, 3900 Commonwealth Blvd., Tallahassee, FL 32399-3000**

Phone: **850-245-3198**

Email: **Katie.Verdesca@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Loretta Moisio** or successor

Address: **City of Ormond Beach, P.O. Box 277, Ormond Beach, FL 32175**

Phone: **386-676-3315**

Email: **Loretta.Moisio@OrmondBeach.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Ormond Beach **GRANTEE**

By _____

(*Authorized Signature)* Date Signed

Joyce Shanahan, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

_____
Katie Verdesca, DEP Grant Manager

_____
Kathleen Downey, DEP QC Reviewer

City of Ormond Beach Additional Signatures:

_____ _____
Bill Partington, Mayor Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0352

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Ormond Beach Septic Tank Conversion. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.
None

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Ormond Beach Septic Tank Conversion

PROJECT LOCATION: The Project will be located in the City of Ormond Beach within Volusia County; Lat/Long (29.2785, -81.0861).

PROJECT BACKGROUND: The City of Ormond Beach's (Grantee) 2015 Utility Master Plan identified the residential area located on Magnolia Drive and Oak Drive, south of Granada Blvd. for a sewer retrofit. The Project proposes the construction of a sanitary sewer collection system, removal of septic tanks and the connection of approximately 76 residences from septic to sewer. The water quality benefitof this project is the elimination of the flow of effluent to the Tomoka and Halifax River.

PROJECT DESCRIPTION: The Grantee will construct approximately 4,000 linear feet of gravity sanitary sewer lines, a pressurized forcemain, transmission lines and 14 manholes to allow for the extension of the municipal sewer for the connection of septic to sewer.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #1: Design and Permitting

Deliverables: The Grantee will complete the design of a sanitary sewer collection system including gravity sewer lines and a pressurized forcemain, transmission lines and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement or match documentation at the conclusion of the task.

Task #2: Construction

Deliverables: The Grantee will construct a sanitary sewer collection system including gravity sewer lines, a pressurized forcemain, transmission lines, and approximately 14 manholes, in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement or match documentation at the conclusion of the task.

Task #3: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement or match documentation at the conclusion of the task.

Task #4: Connection to Central Sewer

Deliverables: The Grantee will properly abandon the septic systems and connect approximately 76 single family residences to a central sanitary sewer system for wastewater treatment by the City of Ormond Beach.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and types of the properties connected; and 3) proof of septic abandonment and connection for each property, as evidenced by copies of invoices for the abandonments and connections by a licensed plumber, utility contractor, or building contractor.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement or match documentation at the conclusion of the task.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$30,000	07/01/2022	08/31/2025
2	Construction	Contractual Services	$427,000	07/01/2022	08/31/2025
3	Project Management	Contractual Services	$25,000	07/01/2022	08/31/2025
4	Connection to Central Sewer	Contractual Services	$50,000	07/01/2022	08/31/2025
		Total:	$532,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects	$532,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$532,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0352
Project Title:	Ormond Beach Septic Tank Conversion
Grantee Name:	City of Ormond Beach
Grantee's Grant Manager:	Loretta Moisio
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Design and Permitting

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 2: Construction

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 3: Project Management

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 4: Connection to Central Sewer

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Completion Status for Tasks:
Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager ***(Original Ink or Digital Timestamp)***	Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 7.D
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-99
Strategic Goal:	Water Quality & the Environment - Other		
Department :	Public Works - Utilities Management		
Subject:	Bid Award - Pretreatment Effluent Pumps to Service West Ormond Service Area		
Budget Impact:	Typically, the City purchases approximately 130 PEP pumps annually. The annual cost to purchase these pumps will be approximately $43,550. Sufficient funding for the PEP purchase is available in the Water & Wastewater Renewal & Replacement Fund.		
Summary:	This is a request to award an initial two (2) year contract with the low bidder, Alpha General Services, LLC, for the purchase of PEP pumps at $335 per unit.		
Recommended Action:	Staff recommends award of the PEP Purchase Project to the low bidder, Alpha General Services, LLC. for an initial term of two (2) years for a firm bid price of $335 per pump assembly. Upon completion of the initial two (2) year contract term, the contract may be automatically renewed for three (3) additional one-year periods.		
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305		

Approval:

Kelly McGuire, Finance Director	5/9/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	5/16/2023	
Joyce Shanahan, City Manager	6/1/2023	Joyce Shanahan

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Bob Preis, Utilities Manager

Date: June 6, 2023

Subject: Bid Award - Pretreatment Effluent Pumps to Service West Ormond Service Area

Commission Goal: Water Quality & the Environment - Other

Introduction

This is a request to award an initial two (2) year contract for the purchase of Pretreatment Effluent Pump (PEP) to the low bidder, Alpha General Services, LLC. of Sebring, Florida, for the unit price of $335 per pump. After the initial term, the contract may be automatically renewed for three (3) additional one-year periods.

Background

The PEP Replacement Project is described in the City's Five Year Capital Improvement Plan and is contained in the Water & Wastewater Renewal & Replacement Budget. The wastewater system in portions of West Ormond (Hunter's Ridge/ Breakaway Trails/ Tymber Crossings/Saddler's Run) utilizes a low pressure pump housed within the PEP tank system for pumping liquid wastewater to a force main collection system after solids settling and biodegradation processes occur in the tank. Approximately 1,600 residential home sites are served by these systems within the described area. Historically, approximately 130 pumps are replaced annually with scheduled and unscheduled tank rehabilitative activities.

Discussion

The City received and opened bids (Bid # 2023-21) for this project on March 31, 2023. Two (2) bids were received, ranging from $335 to $775 per unit as shown on the attached bid tabulation. The apparent low bidder is Alpha General Services, LLC. The company was founded in 1973 and is a major supplier of septic tank, pumping systems and accessories. The City currently purchases PEP tanks from Alpha General Services, LLC. and is pleased with the parts and availability from this vendor.

Budget Impact

Typically, the City purchases approximately 130 PEP pumps annually. The annual cost to purchase these pumps will be approximately $43,550. Sufficient funding for the PEP purchase is available in the Water & Wastewater Renewal & Replacement Fund.

Citizen Impact

These pumps are necessary to provide appropriate reliability standards in the City's low pressure sewer system service area. Advertisement and award of competitively bid contracts is appropriate and efficient for obtaining qualified and specialized vendor products and/or services required to meet defined level of service standards.

Recommendation

Staff recommends award of the PEP Purchase Project to the low bidder, Alpha General Services, LLC. for an initial term of two (2) years for a firm bid price of $335 per pump assembly. Upon completion of the initial two (2) year contract term, the contract may be automatically renewed for three (3) additional one-year periods.

Attachments:

1. 23-99 PEP purch Alpha General (P23-0089G)
2. Alpha General agreement
3. Bid 2023-21 Bid Tabulation

Approvals:

Kelly A. McGuire

Date: May 09, 2023

Kelly McGuire, Finance Director

Date: May 16, 2023

Claire Whitley, Assistant City Manager

Joyce Shanahan

Date: June 01, 2023

Joyce Shanahan, City Manager

RESOLUTION NO. 2023-99

A RESOLUTION ACCEPTING A BID FROM ALPHA GENERAL SERVICES, LLC FOR THE PURCHASE OF PRETREATMENT EFFLUENT PUMPS ON AN AS-NEEDED BASIS, UNDER BID NO. 2023-21; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2023-21) regarding the purchase of pretreatment effluent pumps on an as-needed basis ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by Alpha General Services, LLC with a bid of $335.00/pump is the lowest responsible and responsive bid (a copy of said bid being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds, not to exceed $70,000.00 in any fiscal year, have been appropriated to the credit of the Water & Wastewater Renewal & Replacement Fund for the Project and have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

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

SECTION ONE. The bid submitted by Alpha General Services, LLC to provide pretreatment effluent pumps on an as-needed basis at a cost of $335.00/pump is hereby accepted.

SECTION TWO. All other bids relative to the aforedescribed Project shall be deemed rejected upon the execution of a contract with Alpha General Services, LLC.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Alpha General, LLC for purchase of the pumps at the said price, and to pay the cost thereof from the Water & Wastewater Renewal & Replacement Fund. Said contract is subject to the restrictions that funds appropriated for FY23/24 shall not exceed $70,000.00 and that funding for subsequent years shall be approved by the City Commission.

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

APPROVED AND AUTHENTICATED this 6th day of June, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Alpha General Services, LLC** ("Contractor"), a Florida corporation, 1578 Alpha Road E, Sebring, FL 33870, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Bid ("Pretreatment Effluent Pump Purchases", ITB #2023-21) attached hereto as Exhibit "A" is incorporated herein by reference and is a material part of this Agreement. The Contractor shall provide the equipment at the prices set forth therein.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of two (2) years. This Agreement shall be automatically renewed for three (3) additional one-year periods unless either party provides at least ninety (90) days prior written notice of its intent not to renew.

3. **Consideration.** Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. Final payment will be made only after delivery of the equipment and completion of the City's final acceptance inspection. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall deliver the equipment described on Exhibit "A" .

5. **Termination of Agreement**.
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

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

Alpha General Services, LLC
Brian Radonski, General Manager
1578 Alpha Road E
Sebring, FL 33870

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

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

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

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

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

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

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials,

both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

17. **Warranty**. All contracted parts shall be supplied with manufacturer's standard warranty. All repairs and service shall be supplied with a standard ninety (90) day warranty for materials and workmanship.

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

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

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

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

requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

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

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

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

(b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

(c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

24. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

25. **Effective Date**. This Agreement shall become effective upon the date last signed by the parties hereto.

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

DATED this _____ day of _____, 2023.

Witnesses:

CITY OF ORMOND BEACH

_____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

_____

By: _____
JOYCE SHANAHAN
City Manager

Print Name: _____

DATED this _____ day of _____, 2023.

Witnesses:

ALPHA GENERAL SERVICES, LLC

_____

By: _____

Print Name: _____

Print Name: _____

Title: _____

_____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

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

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Pretreatment Effluent Pump (PEP) Purchase

Bid Number: 2023-21

Bid Opening Date & Time: 3/31/2023 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: Alpha General Services, LLC

Bidder's Mailing Address: PO Box 3331

City, State, Zip Code: Sebring, FL 33871-3331

F.E.I.N or SS Number: 59-1821626

Phone Number: 863-382-1544

Email: sherri@alphageneral.com

If returning as "No Bid", please state the reason(s):

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond

Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

AUTHORIZED SIGNATURE

Brian Radonski
NAME

General Manager
TITLE

3-29-2023
DATE

GENERAL CONDITIONS

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

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

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

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

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

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

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

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

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

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

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

EQUIPMENT: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

COST ADJUSTMENTS: No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1-June 30 period. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

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

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are <u>not</u> assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase.

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

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or

on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

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

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding $2,500.00.

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

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

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

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

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

CITY CLERK

22 SOUTH BEACH STREET

ORMOND BEACH, FLORIDA 32174

(386)677-0311

CITYCLERK@ORMONDBEACH.ORG

or online at

https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

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

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach

Pretreatment Effluent Pump (PEP) Purchase

Bid 2023-21

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 101
Ormond Beach, Florida
32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

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

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: Alpha General Services, LLC

VENDOR/CONTRACTOR LICENSE NUMBER: 59-1821626

ADDRESS: 1578 Alpha Road E

Sebring, FL 33870

PHONE NO.: 863-382-1544 EMAIL: sherri@alphageneral.com

SUBMITTER'S NAME: Brian Radonski

(Typed or Printed in Ink)

TITLE: General Manager

AUTHORIZED SIGNATURE: I, Brian Radonski hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

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

City of Ormond Beach

Pretreatment Effluent Pump (PEP) Purchase

Bid 2023-21

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 101
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) year beginning October 1, 2023 and ending September 30, 2024** and will be automatically renewed for three additional **one (1) year** periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to supply and deliver approximately 130 septic tank effluent pumps on an annual basis to the public works facility located at 501 North Orchard Street. The minimum quantity delivered at one time shall be 20 pumps. Delivery will be accepted when and as needed.

SPECIFICATIONS FOR SEPTIC TANK EFFLUENT PUMPS

PUMP PERFORMANCE REQUIREMENTS

Pumps shall be capable of delivering at or near 20 GPM at 50 TDH, 30 GPM at 40 Feet TDH with a shut off head of 60 TDH. The pump and control assembly shall weigh no more than 60 pounds. The pump(s) shall be designed to pump waste water or effluent containing a minimum 0.75 inch diameter solids without damage during operation The pump(s) shall be designed so that the shaft power shall not exceed the motor rated output throughout the entire operating range of the pump performance curve. The pumps shall be manufactured by a company regularly engaged in the manufacture and assembly of similar units for a minimum of 5 years. Pumps shall be supplied with a (pump on / pump off) water tight level control float. A fused disconnect switch or circuit breaker is all that shall be required above the sump.

Pumps shall be Champion CPEH5A or equivalent.

MATERIALS OF CONSTRUCTION

The upper volute, seal plates and motor housing shall be constructed of high quality ASTM A-48 class 20-30 cast iron or 304 stainless steel. Cast iron pump (s) shall be painted with a water based air dry enamel of 2.0 mil minimum thickness. All exposed hardware shall be 300 stainless steel. Discharge connection shall be a standard 2" inch NPT in the vertical position. Impellers shall be of the vaned enclosed or vortex design made of plastic or equivalent material.

MECHANICAL SEAL

The unit shall utilize a minimum single Type 21 or equal mechanical shaft seal which will operate in an oil atmosphere. The materials of construction shall be carbon for the rotating face and ceramic for the stationary face, 300 series stainless steel hardware, and all elastomer parts to be of Buna-N.

MOTOR

The pump motor shall be 115V, 60 Hz. 3450 RPM , single phase maximum 0.50 Hp and shall be minimum NEMA L rated for submersible operation. Motor(s) shall be rated at full load amps, shall have a 1.15 service factor and shall be rated for 20 starts per hour. Motor(s) shall be oil filled, copper wound, minimum class B insulated with built in over amperage protection. Motor shaft shall be stainless steel and shall be supported by two permanently lubricated or oil bath type, high temperature ball bearings, with a B-10 life rating at best efficiency point of 60,000 hours.

POWER CABLE AND CABLE ENTRANCE

The pump power cable shall be at 20 feet in length and suitable for submersible pump applications. The cable entrance shall incorporate strain relief and shall be sealed to eliminate water incursion into the motor.

DRY RUN CAPABILITY

The pump must be capable of running dry in air for extended periods without damage.

SUBMITTAL REQUIREMENTS

The following documentation is required to be submitted with the bid:

a. Pump catalog data
b. Pump performance curve
c. Typical installation drawing
d. Liquid level float control system

BID SCHEDULE

Description	Unit price
Furnish Pretreatment Effluent Pumps, FOB	$335.00

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

Item	Supplier
Pumps	Champion Pump Company

BIDS:

All bids submitted shall be a delivered price. Bids shall be F.O.B. the City of Ormond Beach Public Works Department, 501 North Orchard Street, Ormond Beach, Florida. Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Exhibit A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Ormond Beach

Pretreatment Effluent Pump (PEP) Purchase

BID 2023-21

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Alpha General Services, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Brian Radonski
NAME

General Manager
TITLE

3-29-2023
DATE

City of Ormond Beach

Pretreatment Effluent Pump (PEP) Purchase

BID 2023-21

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Alpha General Services, LLC

COMPANY NAME

Brian Radonski

AUTHORIZED SIGNATURE

Brian Radonski

NAME (PRINT OR TYPE)

General Manager

TITLE

03-29-2023

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

Alpha General Services, LLC

COMPANY NAME

Brian Radonski

AUTHORIZED SIGNATURE

Brian Radonski

NAME (PRINT OR TYPE)

03-29-2023

DATE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:

- (1) A physical business and location address;
- (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
- (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
- (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
- (5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
c. Payment of business tax and real property tax due to the City of Ormond Beach is current
d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an <u>eligible</u> local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ **Date:** _____

EXHIBIT "A"

A. Payment and Performance Bonds

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

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

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

      i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

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

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

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

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

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

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

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

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

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

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

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

$100,000 Each Accident Bodily Injury by Accident

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

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

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

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

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

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

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

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

Limits (not less than)

$1 Million Each Occurrence

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

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

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

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

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

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

E. Policies of Insurance

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

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

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

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

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

Champion Pump CPE

4/10 - 1/2HP EFFLUENT

Every pump tested in water to ensure pump meets peformance curve.

FEATURES/BENEFITS

PERFORMANCE
Heads up to 65' TDH
Flows up to 86 GPM

MOTOR
High efficient, 115v or 230v, oil filled, permanent split capacitor motor with upper and lower ball bearings and thermal overload protection
- Constant bearing lubrication
- Maximum motor cooling
- Runs cooler and lasts longer
- Internal overload protection
- Quiet operation
- Fasteners and shaft made from rugged, corrosion resistant stainless steel

SEAL DESIGN
Type 21 inboard seal design with secondary exclusion seal
- Rotating components of seal are in the motor housing, being lubricated by the motor oil preventing foreign matter from wrapping around the seal components
- Seal will last longer if the pump runs dry
- Secondary exclusion seal keeps debris from entering the seal cavity

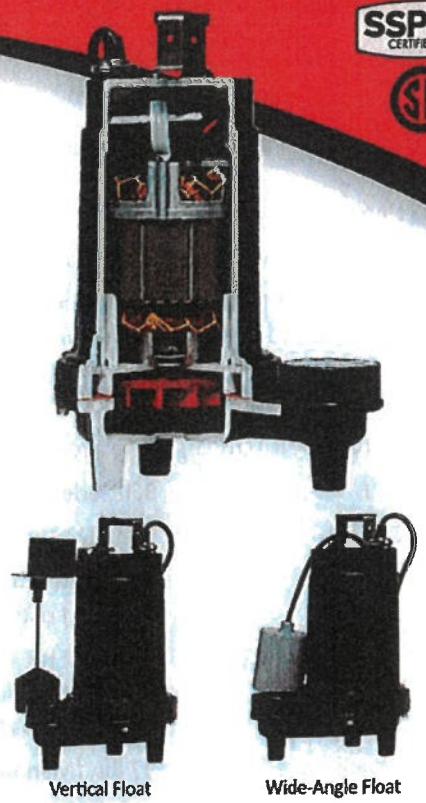
IMPELLER DESIGN
Non-clog style, cast-iron vortex impeller (CPEH Thermoplastic Vortex)
- Designed to help reduce clogging by foreign material

POWER CORD
Sealed entry quick disconnect power cords
- Prevents water from entering the motor housing through a cut cord
- Easy to replace in the field
- Available in lengths up to 100'

SWITCH
Piggy-back switch design
- Defective switches can be diagnosed over the phone
- Pump can be operated manually or supplied with other piggy-back switches
- Switch can be replaced without having to replace the pump

APPLICATIONS

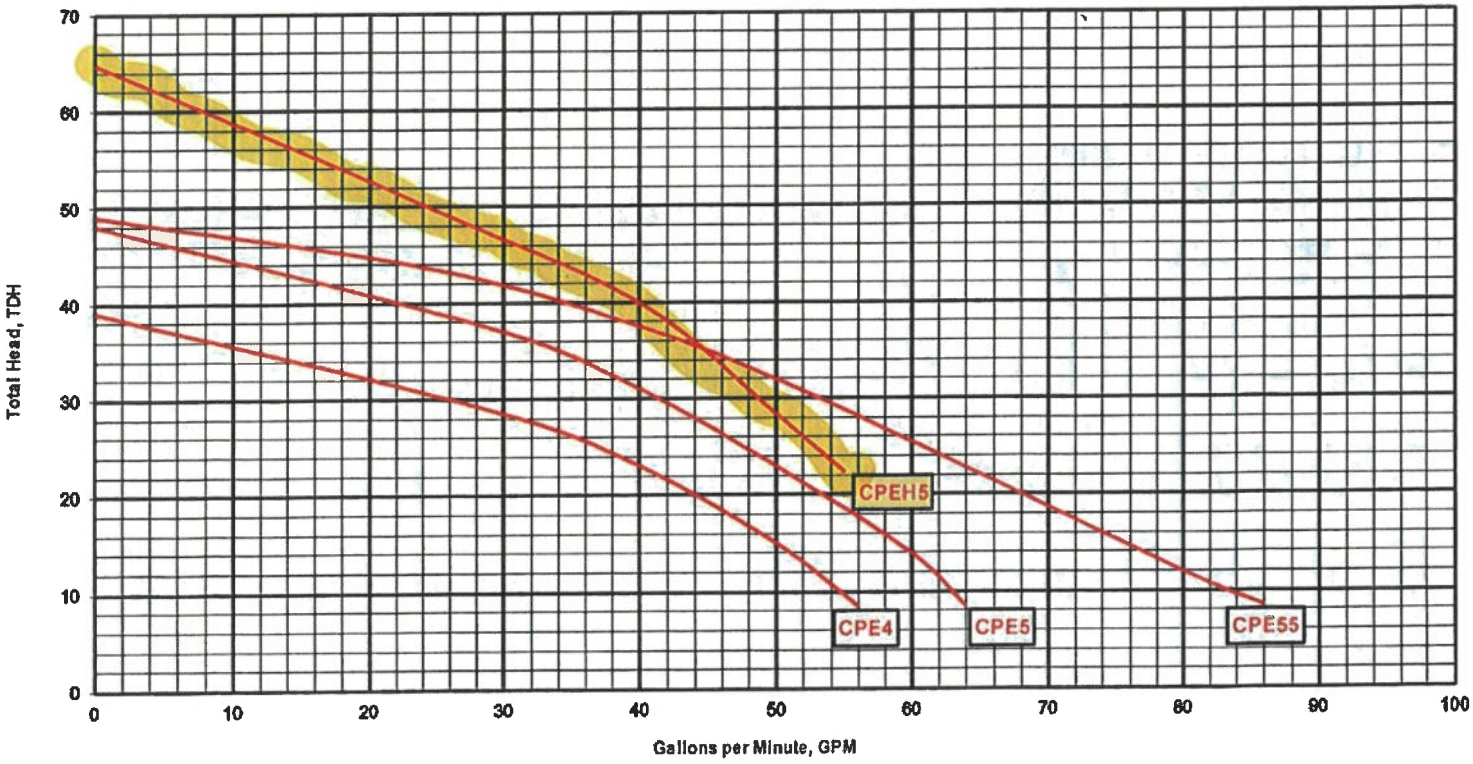
Dewatering, septic systems, residential and commercial developments, elevator pits and STEP systems



Vertical Float | Wide-Angle Float

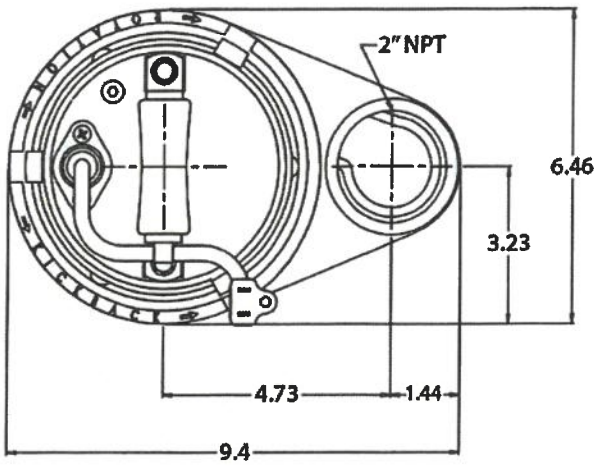
4/10-1/2 HP submersible pumps that handle up to 3/4" solids with 2" discharge

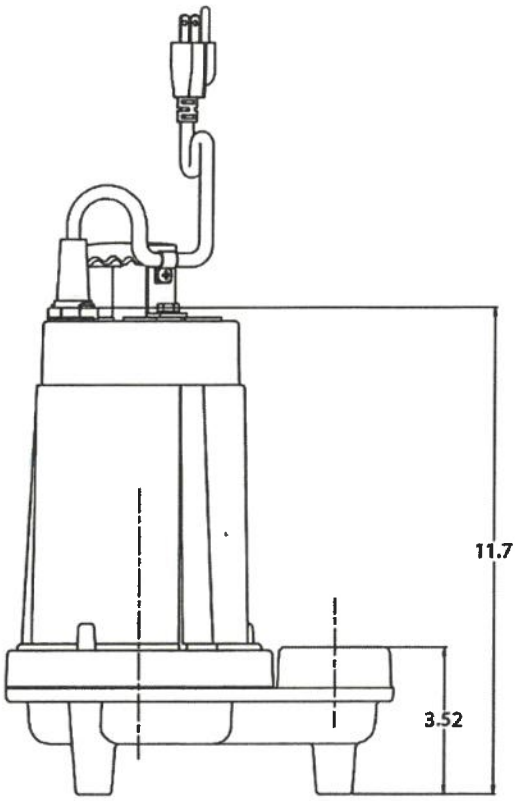
PERFORMANCE CURVE



TECHNICAL DATA

DISCHARGE	2" NPT. vertical standard
LIQUID TEMPERATURE	140 Degrees F. (Intermittent)
MOTOR HOUSING	Cast Iron
VOLUTE	Cast Iron
SEAL PLATE	Cast Iron
IMPELLER	Cast Iron / Vortex (CPEH thermoplastic vortex)
SOLIDS HANDLING	3/4"
SHAFT	Stainless Steel
SHAFT SEAL (SINGLE SEAL)	Inboard mechanical with secondary exclusion V-Seal, carbon rotating face, ceramic stationary face, Buna-N elastomer, 300 series stainless steel hardware
BEARINGS (UPPER & LOWER)	Single row, ball, oil lubricated
HARDWARE	300 Series stainless steel
O-RINGS	Buna-N
CORD	20' Length standard. Up to 100' available. (UL/CUL) Listed 16 AWG, Type SJTW
MOTOR (SINGLE PHASE)	4/10-1/2 HP 3450 RPM, 60 Hz, NEMA L Includes Overload Protection in the motor, oil filled, class B permanent split capacitor
WEIGHT	37 lbs. (Manual)





MODEL(S) INFORMATION

MODEL	HP	VOLTS	PHASE	AMPS	CORD LENGTH	SWITCH
CPE4-12 / CPE5-12 / CPE55-12 / CPEH5-12	4/10 - 1/2	115	1	6.6 / 8.5 /10.5 / 11.5	20'	Manual
CPE4-13 / CPE5-13 / CPE55-13 / CPEH5-13	4/10 - 1/2	115	1	6.6 / 8.5 /10.5 / 11.5	30'	Manual
CPE4-15 / CPE5-15 / CPE55-15 / CPEH5-15	4/10 - 1/2	115	1	6.6 / 8.5 /10.5 / 11.5	50'	Manual
CPE4A-12 / CPE5A-12 / CPE55A-12 / CPEH5A-12	4/10 - 1/2	115	1	6.6 / 8.5 /10.5 / 11.5	20'	Wide-Angle Float
CPE4A-13 / CPE5A-13 / CPE55A-13 / CPEH5A-13	4/10 - 1/2	115	1	6.6 / 8.5 /10.5 / 11.5	30'	Wide-Angle Float
CPE4V-12 / CPE5V-12 / CPE55V-12 / CPEH5V-12	4/10 - 1/2	115	1	6.6 / 8.5 /10.5 / 11.5	20'	Vertical Float
CPE4V-13 / CPE5V-13 / CPE55V-13 / CPEH5V-13	4/10 - 1/2	115	1	6.6 / 8.5 /10.5 / 11.5	30'	Vertical Float
CPE4-22 / CPE5-22 / CPE55-22 / CPEH5-22	4/10 - 1/2	230	1	3.3 / 4.3 / 5.75 / 5.75	20'	Manual
CPE4A-22 / CPE5A-22 / CPE55A-22 / CPEH5A-22	4/10 - 1/2	230	1	3.3 / 4.3 / 5.75 / 5.75	20'	Wide-Angle Float
CPE4V-22 / CPE5V-22 / CPE55V-22 / CPEH5V-22	4/10 - 1/2	230	1	3.3 / 4.3 / 5.75 / 5.75	20'	Vertical Float

Champion Pump

Installation and Operation Manual

Model: CPEH5

Submersible Sump/Effluent

Thank you for purchasing this **CHAMPION PUMP!** The CPEH series pumps are heavy duty cast iron sump/effluent pumps. We back these **Champion** products with **Champion** service and a **Champion** attitude. Please read, save, and follow these instructions to ensure **Champion** performance.

BEFORE OPERATION - Important Product and Safety Information - **WARNINGS** - Personal Injury and/or property damage could result if not adhered to.

- Risk of Electric Shock - Fatal electric shock could occur. Always disconnect the power source before attempting to install, service, relocate or check the pump. Never touch pump, pump motor, water, or discharge piping when pump is connected to electrical power. Never enter a wet or flooded area, basement, basin, etc. that is in contact with the pump or electrical circuit before power supply has been disconnected.
- Pump has not been investigated for use in swimming pool areas or any area that might reasonably expect aquatic, animal, or human entrance. Precautions should be taken to prevent such entrance during use.
- Connect only to a properly grounded, grounding type receptacle. Use of a ground fault circuit interrupter (GFCI) is required for maximum safety.
- All wiring must be performed by qualified electrician in accordance with all local and national electric code.
- When power source or supply is turned off (in open position) a lock and tag out should be used to prevent accidental power application or activation.
- Do not use extension cord or cut off grounding pin. Should be installed on separate 15 AMP circuit breaker.
- Use only with a properly sized (input AMPS, volts, HP) motor controller.
- Do not use to pump flammable/explosive liquids such as gasoline, fuel oil, kerosene, and /or chemicals, salt water, etc.
- Do not use pump in an explosive atmosphere or classified as hazardous per NEC, ANSI/NFPA 70.
- Make sure pump is on hard level bottom in sump, do not set directly on earth, gravel, or other debris. This could cause excessive wear or possible jamming and flooding.
- Make sure pump is secure in basin and piping is firmly supported so that pump cannot move, not allowing liquid level switch to interfere with basin all or other obstacle preventing proper operation. Flooding or overheating could occur if not prevented.

CHAMPION PUMP COMPANY
1102 Myers Pkwy. Ashland, Oh 44805
Phone: 419-281-4500
Fax: 419-616-1100

All basins or sumps must have covers and installed to meet health and plumbing codes with proper sealing and venting. Before opening or entering sump safety precautions per OSHA requirements should be strictly adhered.

General Information

These pump models are offered without a liquid level motor control switch (manual models) or with attached switches. The manual versions need a liquid level switch for proper operation in the basin. **Champion** pump liquid level vertical switch 28-0007-0010 (10'), 28-0007-0020 (20') or float switch 13-0001-1001 (10'), 13-0002-1001 (20') is recommended. These control switches easily mount to the discharge piping and are adjustable for different basin and liquid levels. Pump plug is plugged into back of piggyback receptacle on switch cord.

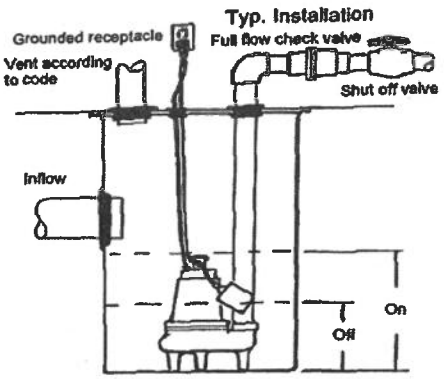
Models with attached vertical or float factory preset liquid level switches are:

Pump	Min. basin dia.	On level	Off level
CPE5HV	12"	7 5/8"	3 ½ "
CPE5HA	14"	15 ½"	8 ½"

CPEH series -- Max. solid size -- .75 inch,
NOTE: All pump discharge sizes - 2 NPT

Sump/Effluent Installation

1. Provide proper sump basin size. A larger size is recommended as it allows more reserve, and reduced switching.
2. Make sure level control switch has full motion without possible interference or hang up.
3. Make sure pump is on solid, clean, debris free base.
4. Schedule 40 PVC pipe is recommended, check local code. Hand tighten piping into pump. Install a union or other means of separating discharge line for easy pump removal.
5. A full flow check valve is recommended just above or in place of the union to prevent water backflow. Connect additional piping as needed to direct discharge to desired location. Keep piping as short as possible with minimum number of turns. Secure piping.
6. A ball or gate valve is recommended after the check valve to prevent backflow when removal is necessary.
7. In effluent and sewage applications, check with health and plumbing codes for proper basin size, sealing, and venting requirements.
8. In sewage applications, pumps should not be installed where sludge can build up
9. An audible high water alarm, such as CP Model 1035944 should be installed for additional protection.
10. Check pump system for proper operation once installed and power connected by filling basin with water.



Maintenance and Troubleshooting

Symptom	Possible Cause(s)	Corrective Action
Pump will not start or run	1. Blown fuse, trip breaker	1. If blown, replace with proper sized fuse or reset breaker.
	2. Low line voltage	2. If voltage is under 108 volts, check wiring size.
	3. Defective motor	3. Replace pump
	4. Defective float switch	4. Replace float switch
	5. Impeller bound	5. If impeller will not turn, remove housing and remove blockage
	6. Float obstructed, low water	6. Make sure float moves freely up and down, check level
Pump starts and stops too often	1. Backflow of water from piping	1. Install or replace check valve
	2. Faulty float switch	2. Replace float switch
Pump will not shut off or thermal protector turns off	1. Defective float switch	1. Replace float switch
	2. Obstacle in piping, valve shut	2. Remove pump and clean pump and piping, open valve
	3. Float obstructed	3. Make sure float move freely up and down
	4. Low line voltage	4. If voltage is under 108 volts, check wiring size
	5. Too many appliances on circuit	5. Install pump on dedicated circuit. **IMPORTANT:** Do not use extension cord to power pump
Pump operates but delivers little or no water	1. Plugged impeller	1. Clean out impeller
	2. Check valve installed backwards, or faulty	2. Reverse position of check valve, or replace
	3. Pump air locked	3. Drill 1/8" hole in discharge between pump and check valve

BID OPENING TABULATION

Pretreatment Effluent Pump (PEP) Purchase

Bid Number: 2023-21
Date & Time: March 31, 2023 at 2:00pm

Contractor	Unit Price
Alpha General Services LLC	$335.00
Custom Pump and Controls	$775.00

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Tabulated by: Rob Hart
Purchasing Coordinator

Opened by: Christopher Byle
Assistant Finance Director

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 7.E
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-100
Strategic Goal:	Public Safety - Other		
Department :	Public Works - Engineering		
Subject:	Bid Award - CDBG North Ridgewood Avenue East Side Sidewalk Improvements		
Budget Impact:	Funding for this project was included in the FY 2022-2023 budget of Fund 301-Capital Improvement Fund. The project will be funded with CDBG funds and the City intends to include the one bid alternate.		
Summary:	This is a request for the City Commission to award a bid to install Community Development Block Grant (CDBG) North Ridgewood Avenue East Side Sidewalk Improvements.		
Recommended Action:	Staff is recommending awarding the bid to Sanderson Concrete Construction in the amount of $118,224 for the construction of CDBG North Ridgewood Avenue East Side Sidewalk Improvements to be approved.		
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302		

Approval:

Kelly McGuire, Finance Director	5/15/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	5/16/2023	
Joyce Shanahan, City Manager	6/1/2023	Joyce Shanahan

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Alex Schumann, City Engineer

Date: June 6, 2023

Subject: Bid Award - CDBG North Ridgewood Avenue East Side Sidewalk Improvements

Commission Goal: Public Safety - Other

Introduction

This is a request for the City Commission to award a bid to install Community Development Block Grant (CDBG) North Ridgewood Avenue East Side Sidewalk Improvements.

Background

On January 10, 2023, with the approval of Resolution 2023-17, the City Commission approved the Subrecipient Agreement with Volusia County for CDBG Fiscal Year (FY) 2022-2023 funding which included the North Ridgewood Avenue Sidewalk Improvements as a Department of Housing and Urban Development (HUD) approved eligible activity.

Discussion

The North Ridgewood Avenue East Side Sidewalk Improvements work consists of removing an existing 4’ (foot) non-American Disabilities Act (ADA) compliant deteriorated concrete sidewalk and replacing it with a new 5’ foot concrete sidewalk in strict accordance with ADA requirements on the east side of North Ridgewood Avenue from Hernandez Avenue to the south side of New Britain Avenue. This project was advertised on March 26, 2023. On April 25, 2023, six bids were received ranging in cost between $102,624 and $180,000. The low bidder was Sanderson Concrete Construction, who submitted a base bid of $102,624 and, including one (1) bid alternate for $15,600 for a total bid of $118,224. With the bid alternate included, the project scope will be from Wilmette Avenue to New Britain Avenue.

Budget Impact

Funding for this project was included in the FY 2022-2023 budget of Fund 301-Capital Improvement Fund. The project will be funded with CDBG funds and the City intends to include the one bid alternate.

Citizen Impact

The construction of this new sidewalk will provide safer walking paths for the general public. Residents will be notified prior to the project starting to minimize construction impacts.

Recommendation

Staff is recommending awarding the bid to Sanderson Concrete Construction in the amount of $118,224 for the construction of CDBG North Ridgewood Avenue East Side Sidewalk Improvements to be approved.

Attachments:

1. 23-100 N Ridgewood Sidewalk Impr-Sanderson (P23-0097G)
2. Sanderson Concrete Bid Complete
3. Project Map North Ridgewood Sidewalks
4. BID 2023-12 tabulation

Approvals:

Kelly A. McGuire

Date: May 15, 2023

Kelly McGuire, Finance Director

Date: May 16, 2023

Claire Whitley, Assistant City Manager

Joyce Shanahan

Date: June 01, 2023

Joyce Shanahan, City Manager

RESOLUTION NO. 2023-100

A RESOLUTION ACCEPTING THE BID OF SANDERSON CONCRETE CONSTRUCTION, INC. REGARDING THE NORTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS PROJECT, UNDER BID NO. 2023-12; REJECTING ALL OTHER BIDS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2023-12) for construction services regarding the North Ridgewood Ave. east side sidewalk improvements project ("Project") in accordance with Section 2-300, *Code of Ordinances,* and

WHEREAS, the appropriate City staff members have reviewed the six (6) bids received and have determined that the bid submitted by Sanderson Concrete Construction, Inc. with a base bid of $102,624.00, plus bid alternate #1 at $15,600.00, for a total bid in the amount of $118,224.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the General Capital Improvement Fund (301) for the Project and have not been appropriated for any other purpose, and

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

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

SECTION ONE. The bid submitted by Sanderson Concrete Construction, Inc. to provide construction services for the Project at a cost not to exceed $118,224.00 is hereby accepted.

SECTION TWO. All other bids to provide services for the Project are hereby rejected upon the execution of a contract with Sanderson Concrete Construction, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract between the City and Sanderson Concrete Construction, Inc. for the performance of the Project at the said price, and to pay the cost therefor from the General Capital Improvement Fund.

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

APPROVED AND AUTHENTICATED this 6th day of June, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Sanderson
Concrete Construction

Proposal For:

City of Ormond Beach

CDBG-North Ridgewood Ave. East Sidewalk Improvements

SECTION 00300
BID

CONTRACTORS NAME Sanderson Concrete Construction LICENSE NO. 15091503

PROJECT IDENTIFICATION: **CDBG – NORTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. **2023-12**

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date	Number

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

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

5. BIDDER will complete the Work for the following price(s):

BID SCHEDULE

Item No.	Description	Unit	Total Estimated Price
1.	Demolition from Hernandez to New Britain Avenue for Existing 4' Sidewalk, Driveway Aprons, Asphalt, concrete pavers & curbing *Approximately 7,490 SF, 646 SF & 122 LF Curbing* Includes Removal and Disposal	LS	$26,839.00
2.	Install from Hernandez to New Britain Avenue 5' ADA Compliant Sidewalk at 4" depth *Approximately 8,162 SF* Includes – Layout, Excavation, Compacted Base, 4" - 3,000 PSI Concrete Complete Restoration (including Bahia sod)	LS	$55,400.00
3.	Install from Hernandez to New Britain Avenue Right of Way Driveway Aprons at 6" depth *Approximately 1,873 SF* Includes – Layout, Excavation, Compacted Base, 6" - 3,000 PSI Concrete Complete Restoration (including Bahia sod)	LS	$7,500.00
4.	Install from Hernandez Avenue to New Britain Avenue for ADA Compliant Curbing Modifications *Approximately 172 LF* Includes – Layout, Excavation, Compacted Base, 4" - 3,000 PSI Concrete Complete Restoration (including Bahia sod)	LS	$7,685.00

5. Install Eleven (11) ADA Detectable Warning Mats (FDOT Approved) from Hernandez Avenue to New Britain	LS		$5,200.00

TOTAL BASE BID $102,624.00

One Hundred and Two Thousand Six Hundred and Four Dollars (Figures)

(Words)

*** Bidder is responsible to verify all takeoffs as this is a lump sum bid. Bid in accordance with the plans, scope and specifications.**

BID ALTERNATE 1:

1. Demolition from Wilmette to Hernandez Avenue for Existing 5' Sidewalk & Curb Modifications (See Detail B) *Approximately 200 SF for Sidewalk & 50 LF for curbing * Includes Removal and Disposal	LS		$2,800.00
2. Demolition from Wilmette to Hernandez Avenue for Existing 5' Sidewalk Cracked Panels *Approximately 377 SF* Includes Removal and Disposal	LS		$2,100.00
3. Install Wilmette to Hernandez Avenue for 5' ADA Sidewalk at 4" depth & Curb Modifications (See Detail B) *Approximately 200 SF for Sidewalk & 50 LF for curbing * Includes – Layout, Excavation, Compacted Base, 4" - 3,000 PSI Concrete Complete Restoration (including Bahia sod)	LS		$3,700.00
4. Install Wilmette to Hernandez Avenue for 5' Sidewalk Cracked Panel Replacement *Approximately 377 SF* Includes – Layout, Excavation, Compacted Base, 4" - 3,000 PSI Concrete Complete Restoration (including Bahia sod)	LS		$4,700.00
5. Install Five (5) ADA Detectable Warning Mats (FDOT Approved) from Wilmette to Hernandez Avenue	LS		$2,300.00

TOTAL BID ALTERNATE 1 $15,600.00

Fifteen Thousand and Six Hundred Dollars (Figures)

(Words)

*** Bidder is responsible to verify all takeoffs as this is a lump sum bid. Bid in accordance with the plans, scope and specifications.**

TOTAL FOR BASE BID: $ 102,624.00

TOTAL BID ALTERNATE 1: $ 15,600.00

GRAND TOTAL FOR BASE BID & BID ALTERNATE 1: $ 118,224.00

Scope of Work

The work consists of removing an existing 4' foot non-ADA deteriorated concrete sidewalk and replacing it with a new 5' foot ADA compliant concrete sidewalk, 4" – 3,000 PSI concrete for sidewalks & & 6" – 3,000 PSI concrete for driveway aprons, including ADA compliant detectable mats and curbing in strict accordance with the American Disabilities Act (ADA) requirements on the east side of North Ridgewood Avenue from Hernandez Avenue to the south side of New Britain Avenue per the approved plans, specifications and Invitation to Bid. A bid alternate #1 section from Wilmette Avenue to Hernandez Avenue will be a part of the bidding process. The sidewalk in this section is in good shape and is 5' wide but it lacks ADA compliant detectable mats and curbing. This bid alternate #1 would include the modification of the sidewalk/curbing and adding detectable mats. If sufficient funding is available, this section will be included. All excavated material must be removed from the project sites. The City will also be responsible to contract with a material testing company but the contractor responsibility to coordinate with them to do the testing. Contractor is responsible to layout/ stake all proposed improvements for City approval **prior** to construction. **Note: Proposed cross-slopes can't exceed 2%, and running slopes must be less than 5%. All new concrete will be flush with; or feathered into existing grade as to not create tripping hazards.**

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within **90** calendar days after the date when the Contract Time commences to run, and completed within **120** calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete

on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Three Hundred Dollars ($300.00)** for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

   (a) Required Bid Security in the form of

   (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or

   (2) a Bid Bond in the amount of 5 percent of the total bid.

   (b) Equipment, Material, and Subcontractors List

   (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).

   (d) Drug Free Workplace Certificate

   (e) Conflict, Non-Conflict of Interest, Litigation Statement

   (f) Verification of Employment Status Using E-Verify System

   (g) **CDBG Requirements and Supplemental Conditions**

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: 2440 Timberview Dr. New Smyrna Beach, FL 32168
Street Address: 2440 Timberview Dr.
City, State, Zip Code: New Smyrna Beach, FL 32168
Email: bsanderson@cfl.rr.com
Telephone No.: 386-527-3923 Fax No.: 386-409-8118

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on April 20, 20 23

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

_____ (SEAL)
(Individual's Name - Typed or Printed)

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Corporation

By Sanderson Concrete Construction, Inc.
(Corporation Name)

Florida
(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

Bonnie J. Sanderson
(Name of Person Authorized to Sign - Typed or Printed)

President
(Title)

(Corporate Seal)

Attest _____

Business address: 2440 Timberview Dr. New Smyrna Beach, FL 32168

Phone No.: 386-527-3923

Fax No.: 386-409-8118

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

Item	Supplier
Form Boards	White Cap
Limerock Base (as needed)	Not Needed
3,000 PSI Concrete	Titan Florida
ADA Mats (FDOT Approved)	Rolhard South
Bahia Sod	Sula Sod

The City of Ormond Beach reserves the right to require any bidder to submit such evidence of qualifications as it may deem necessary and may consider evidence available concerning the financial and other qualifications and abilities of a Contractor. Failure to provide all required information may result in the proposal being **rejected** as nonresponsive. The minimum qualifications for this project are as follows:

1. The contractor must have a minimum five (5) years experience installing projects of a similar scope in nature with verifiable references in the following areas:

Contractor References

Municipal Projects

Project Name / City and State	Contact Information
1. Remove and Replace Sidewalks-ADA Compliance City of Daytona Beach, Florida	Michelle Martin 386-671-8632
2. Amelia Ave Sidewalks-County of Volusia	Terry Christensen 386-736-2700
3. Stone Street ADA Sidewalk Improvements City of Deland, Florida	Whitney Zittle 386-626-7196

Concrete Sidewalks and/or Parking

Project Name / City and State	Contact Information
1. Timber Trace Sidewalk Replacement City of New Smyrna Beach, FL	Tammy Dickerson 386-424-2205
2. Riverside Drive Sidewalk Replacement City of Edgewater, Fl	Brittanee Lohr 386-424-2400 X4004
3. Votran Parking Garage Orange City, FL	Terry Christensen 386-736-2700

Projects Exceeding $75K as Prime Contractor

Project Name / City and State	Contact Information
1. Fremont St From Niles to Ridgwood City of Daytona Beach, FL	Jim Nelson 386-671-8613
2. Misc Right of Way ADA Improvements City of Deland	Whitney Zittle 386-626-7196
3. Term Contract-Concrete Sidewalks and Aprons County of Volusia	Terry Christensen 386-736-2700

Subcontractors:

Work Classification: N/A-We self-perform all work

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

TRENCH SAFETY STANDARDS

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheeting/Shoring	_____	S.F.	_____	_____

N/A

Bonnie J. Sanderson 04/20/2023
Name (signature) Date

Bonnie J. Sanderson
Name (typed or printed)

President
Title

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

Name (signature) Date

Bonnie J. Sanderson
Name (typed or printed)

President
Title

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[✓] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[✓] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Sanderson Concrete Construction, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Bonnie J. Sanderson
NAME (PRINT OR TYPE)

President
TITLE

04-20-2023
DATE

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Sanderson Concrete Construction, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Bonnie J. Sanderson
NAME (PRINT OR TYPE)

President
TITLE

04-20-2023
DATE

END OF BID

00300-16

County of Volusia Community Assistance Division - Contract and Subcontract - Minority and Women Business Reporting Form

Project Name: Sanderson Concrete Construction, Inc.

Amount of Contract or Subcontract 7a.	Type of Trade Code (See below) 7b.	Contractor or Subcontractor Business Racial/Ethnic (See below) 7c.	Woman Owned Business (Yes or No) 7d.	Prime Contractor Identification Number (IRS/FEIN) 7e.	Subcontractor Identification Number (IRS/FEIN) 7f.	Contractor/Subcontractor Business Name and Address 7g.				
						Business Name	Street	City	State	Zip
$118,224.00	3	1	YES	27-3274070		Sanderson Concrete	2440 Timber View	New Smyrna Beach	FL	32168

Name/Title: Bennie T Sanderson, President Signature: Date: 04/20/2023

7b: Type of Trade Codes: CPD

1 = New Construction
2 = Education/Training
3 = Other

7c: Racial/ Ethnic Codes

1= White Americans
2= Black Americans
3= Native Americans
4= Hispanic American
5= Asian/Pacific American

Volusia County
FLORIDA

County of Volusia
Community Assistance
110 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Business Concern Certification

This document must be completed and returned from the primary bidder with their bid submission. Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.
This document may be required from all sub-contractors prior to project award as well.

Project Name: CDBG-North Ridgewood Ave East Side Sidewalk Improvements
Agency Name: Sanderson Concrete Construction, Inc.
Contact person: Bonnie Sanderson Title: President
Address of business: 2440 Timberview Dr New Smyrna Beach, FL 32168
Telephone number: 386-527-3923 Fax number: 386-409-8118
E-mail address: bsanderson@cfl.rr.com
Federal Employer Identification Number/SSN: 27-3274070

1. Type of business:
(Check one) ☒ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: *(Check one)* ☒ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation*:

☐ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

- ☐ 51% or more of the business is owned and controlled by low- or very low-income persons

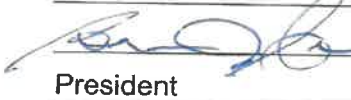
  2021 AMI → Maximum annual gross income for very low-income individual: $ 22,900
  Maximum annual gross income for low-income individual: $ 36,650

- ☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

- ☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

**To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: Bonnie J. Sanderson
Signature: 
Date: 04-20-2023
Title: President

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Volusia County
FLORIDA

County of Volusia
Community Assistance
110 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Project Workforce

Project Name: CDBG-North Ridgewood Ave East Side Sidewalk Improvements

Agency Name: Sanderson Concrete Construction, Inc.

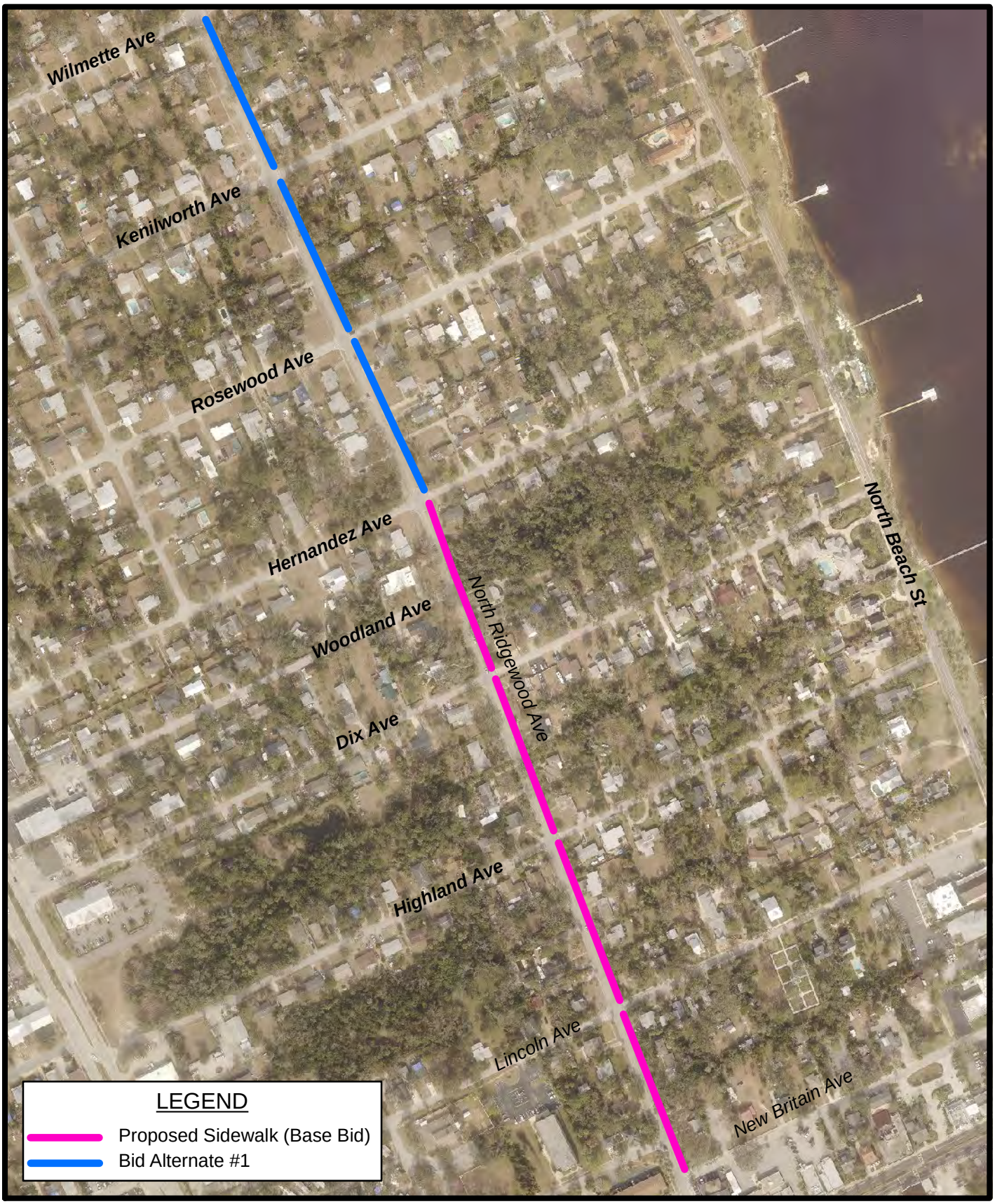
This document must be completed by the Prime Contractor and all Sub-Contractors. It must be returned to, and approved by, Community Assistance at least 1 week prior to the pre-construction meeting.

The following is a list of employees may perform physical on-site work on this project. All areas should be completed and the Wage Classification **must** include the title(s) from the project wage decision that is/are best suited to the actions the worker will perform on-site for the project.

If a worker is eligible under a Section 3 Worker or Section 3 Targeted Worker status, please have the Section 3 Certification Form completed and return with this Section 3 Project Workforce form.

Employee Name	ID #	Hire Date	Wage Classification	Phone Number	Residential Address	Claiming Section 3 status?
Kaleb Dahl	3883	12-22-2022	Laborer Mason:Tender Cement/Concrete	386-847-1251	1316 Whispering Pines Cir New Smyrna Beach, FL 32168	NO
Robert Root	7563	09-01-2010	Cement Mason/Concrete Finisher	386-689-4708	2916 Willow Oak Dr Edgewater, FL 32141	NO
Skip Wright	9468	02-11-2019	Cement Mason/Concrete Finisher	386-290-6255	226 N. Nova Rd Ormond Beach, FL 32174	NO
James Blacketer	7816	11-11-2021	Cement Mason/Concrete Finisher	386-341-2904	615 Amy Lee Circle Port Orange, FL 32127	NO
Jordan Gane	1043	05-17-2022	Laborer Mason:Tender Cement/Concrete	386-675-5742	2623 Nordman Ave New Smyrna Beach, FL 32168	NO

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.



NORTH RIDGEWOOD AVE
EAST SIDE SIDEWALK
IMPROVEMENTS

Prepared By: The City of Ormond Beach
G.I.S. Department - January 10, 2023

N
W E
S

BID OPENING TABULATION

Project: CDBG – North Ridgewood Ave East Side Sidewalk Improvements

Bid Number: 2023-12

Date & Time: April 25, 2023 2:00PM

Contractor	Addendum 1	Bid Bond	Base Bid	Alternate #1	Grand Total
Algat Enterprises Inc	x	y	$127,300.00	$12,000.00	$139,300.00
Paul Culver	x	y	$137,840.00	$13,160.00	$151,000.00
Garcia Civil	x	y	$112,280.19	$17,962.61	$130,242.80
Estep Construction	x	y	$123,000.00	$15,500.00	$138,500.00
Built-Rite Construction	x	y	$180,000.00	$48,000.00	$228,000.00
Sanderson Concrete Construction	x	y	$102,624.00	$15,600.00	$118,224.00
0	0	0	$0.00	$0.00	$0.00
0	0	0	$0.00	$0.00	$0.00
0	0	0	$0.00	$0.00	$0.00
0	0	0	$0.00	$0.00	$0.00
0	0	0	$0.00	$0.00	$0.00
0	0	0	$0.00	$0.00	$0.00
0	0	0	$0.00	$0.00	$0.00
0	0	0	$0.00	$0.00	$0.00
0	0	0	$0.00	$0.00	$0.00
0	0	0	$0.00	$0.00	$0.00
0	0	0	$0.00	$0.00	$0.00

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Tabulated by: Robert Hart
Purchasing Coordinator

Opened by: Loretta Moisio
Grants Coordinator

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 7.F
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-101
Strategic Goal:	Water Quality & the Environment - Other		
Department :	Public Works - Utilities Management		
Subject:	Work Authorization - WTP Filters 5 & 6 and Maintenance Facility Design		
Budget Impact:	These design services are included in the budget within Fund 409 - Water and Wastewater Renewal and Replacement Fund in the amount of $382,965. These funds were included in the Fiscal Year 2022-2023 budget.		
Summary:	This item is a request to award a work authorization to Parker Mynchenberg & Associates, Inc., for design services related to the construction of new Filters 5 & 6 and a new maintenance facility at the Water Treatment Plant (WTP). The project will improve filtration and reduce maintenance requirements, resulting in higher quality water and enhanced reliability.		
Recommended Action:	Staff recommends award of the work authorization for engineering services to Parker Mynchenberg & Associates, Inc. for the not-to-exceed amount of $382,965.		
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305		

Approval:

Kelly McGuire, Finance Director	5/11/2023	
Claire Whitley, Assistant City Manager	5/17/2023	
Joyce Shanahan, City Manager	6/1/2023	

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Bob Preis, Utilities Manager

Date: June 6, 2023

Subject: Work Authorization - WTP Filters 5 & 6 and Maintenance Facility Design

Commission Goal: Water Quality & the Environment - Other

Introduction

This item is a request to award a work authorization to Parker Mynchenberg & Associates, Inc., for design services related to the construction of new Filters 5 & 6 and a new maintenance facility at the Water Treatment Plant (WTP).

Background

The lime softening portion of the treatment process at the WTP currently utilizes six (6) filter units in order to provide high quality drinking water to the City's customers. Filters 1 - 4 were constructed in 2006 as part of a large WTP upgrade project, but the existing Filters 5 & 6 were left unchanged and the original WTP operations building was decommissioned as opposed to demolished. Due to the overall advancements in filtration technology, the older steel basin style Filter units, which were installed in 1984 (Filters 5 & 6), are generally considered less efficient and more difficult to maintain, while also producing a lower quality product. City staff desires to replace the older two (2) filter units with newer concrete basin filter units, similar to the existing Filters 1 - 4. Making this change to utilize updated technology will improve filtration efficiency, improve maintenance constraints, and improve overall reliability at the WTP.

Additionally, the proposed services will include the design of a new maintenance facility, up to 2,800 square feet (SF) in size at the WTP to replace the existing decommissioned operations building, which is believed to have been constructed in 1957. The proposed maintenance facility will be a metal building with built-out interior to include offices, storage space, and bathrooms, etc.

In order to construct the new filter units and new maintenance facility, the existing steel basin filters and the existing decommissioned operations building will both need to be demolished as there is not sufficient room available on the WTP site for the proposed structures. Design efforts for this project include, but are not limited to, the following: Verifying existing pipe layouts in the WTP by a licensed surveyor, identifying existing

soil conditions on site by a licensed geotechnical engineer, evaluating the original WTP operations building with regard to asbestos due to the building's age, identifying a cost effective demolition plan that minimizes disturbances to the surrounding area, performing filter media validation testing, installing new pumps and piping to connect the proposed filter units to the existing WTP process, upgrading the existing electrical and instrumentation system at the WTP to accommodate the new equipment, submitting a permit application to the applicable regulatory agencies including the Volusia County Health Department, and overall architectural, structural, and electrical design of the proposed maintenance facility based upon staff's needs to handle emergency response duties.

Discussion

Staff developed a scope of work and negotiated a proposal from Parker Mynchenberg & Associates, Inc. for the design of this project. Parker Mynchenberg & Associates pre-qualified through the RFP process when the City selected professional service providers for its continuing contracts, as provided by Fla. Stat. Sec 287.055 (2) (g). Parker Mynchenberg's experience with the WTP process and experience with designing commercial facilities allows them to provide a well-suited economical design proposal for the needed improvements at the WTP.

Staff negotiated a professional services fee of $382,965 to include design, permitting, bidding services, and construction oversite throughout the duration of the project. Current construction costs are estimated to be $3,800,000. Design, permitting, bidding services, and construction phase services are typically between 12% and 15% of the total construction costs. This proposal, at roughly 10% of the construction cost, is consistent with expected costs and should provide a good value for the City.

Budget Impact

These design services are included in the budget within Fund 409 - Water and Wastewater Renewal and Replacement Fund in the amount of $382,965. These funds were included in the Fiscal Year 2022-2023 budget.

Citizen Impact

Filtration of raw water is a critical element in the production of drinking water at the WTP. Additionally, providing maintenance staff with a modernized facility will enhance staff's ability to meet the needs and expectations of the City's water customers.

Recommendation

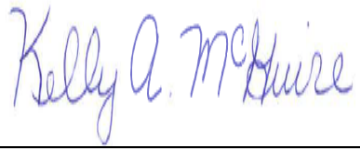
Staff recommends award of the work authorization for engineering services to Parker Mynchenberg & Associates, Inc. for the not-to-exceed amount of $382,965.

Attachments:

1. 23-101 WTP Filters & Maint Facility - Parker M (P23-0072G)

2. Work Authorization

Approvals:



Kelly McGuire, Finance Director — Date: May 11, 2023



Claire Whitley, Assistant City Manager — Date: May 17, 2023



Joyce Shanahan, City Manager — Date: June 01, 2023

RESOLUTION NO. 2023-101

A RESOLUTION ACCEPTING A PROPOSAL FROM PARKER MYNCHENBERG & ASSOCIATES, INC. TO PROVIDE DESIGN SERVICES REGARDING THE CONSTRUCTION OF NEW FILTERS 5 AND 6 AND A NEW MAINTENANCE FACILITY AT THE WATER TREATMENT PLANT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Parker Mynchenberg & Associates, Inc., an engineering firm under continuing contract with the City, to provide design services regarding the construction of new filters 5 and 6 and a new maintenance facility at the water treatment plant ("the Project") in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Parker Mynchenberg & Associates, Inc. to provide design services for the aforedescribed project at a cost not to exceed $382,965.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the Water and Wastewater Renewal and Replacement Fund (409) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal submitted by Parker Mynchenberg & Associates, Inc. to provide design services regarding the construction of new filters 5 and 6 and a new maintenance facility at the water treatment plant at a cost not to exceed $382,965.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and Parker Mynchenberg & Associates, Inc. to provide design services for the Project at the said price, and to pay the cost therefor from the Water and Wastewater Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 6th day of June, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and Parker Mynchenberg and Associates, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: WTP Filters 5 & 6 and Maintenance Facility - Design

Project Description: Professional engineering services for the design of new filters 5 and 6, and construction of a new maintenance facility at the Water Treatment Plant. The scope of work will include a preliminary design report, design, bidding services, and construction oversight for the duration of the construction project, as detailed in the attached proposal and fee schedule.

Estimated Project Construction Cost: $3,800,000

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Preliminary Design Report	Fixed Fee	$10,975.00
Design	Fixed Fee	$139,470.00
Bidding Services	Fixed Fee	$6,560.00
Construction Administration	Fixed Fee	$41,410.00
Subconsultants	Actual Cost	$181,550.00
Reimbursable Expenses	Actual Cost	$3,000.00
Total Fee Authorized:	**Not To Exceed**	**$382,965.00**

Funding Source: Water/Wastewater Renewal & Replacement Fund (409)

Estimated Time for Completion: 11 Months for Design From Authorization to Proceed

CITY OF ORMOND BEACH

By: _____
Bill Partington
Mayor

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

PARKER MYNCHENBERG & ASSOCIATES

By: _____
Parker Mynchenberg, P.E., R.L.A.
President

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

April 19, 2023

Mr. Mike Stephenson, P.E.
Utilities Engineer
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Via email: mike.stephenson@ormondbeach.org

Re: CITY OF ORMOND BEACH
WTP Filters 5 & 6 Replacement and Maintenance Building
Professional Engineering Services Proposal

Dear Mr. Stephenson:

We are pleased to offer the Professional Engineering Services for replacement of Filters 5 & 6 and up to a 2,800 SF maintenance building at the WTP. The lime softening portion of the WTP currently has Filters 1-4 that were constructed in 2006 and two (2) older Filters 5 & 6 in round steel basins. The City desires to replace Filter 5 & 6 with two (2) new filters, similar to Filters 1-4, in concrete structures to improve reliability of the WTP.

The project will include demolition of Filters 5 & 6 and the original WTP operations building which includes Filters that were decommissioned in 2006. This area will allow for construction of a new maintenance building up to 2,800 SF. The proposed maintenance building will be a metal building with built-out interior to include offices, storage space, and bathrooms.

The new Filters 5 & 6 will include a concrete basin similar to Filters 1-4. The associated pipe gallery will include electrically actuated valves and an air compressor for the air scour. Backwash water is provided by the existing elevated storage tank and the existing clear well and transfer pumps will be evaluated for use with the new Filters 5 & 6. The electrical and instrumentation scope will include demolition of the old operations building and Filters 5 & 6. The proposed work includes a new control panel for Filters 1-4, the new Filters 5 & 6, and new maintenance building.

A preliminary design report (PDR) will be prepared to gather site data and evaluate conceptual design options for the filters and maintenance building. The scope of the PDR phase is detailed further below.

This Professional Services Proposal includes design, permitting, bidding, and construction phase services.

The Scope of Work is as follows:

PART A – PRELIMINARY DESIGN REPORT

1. Order site survey for project area
2. Environmental consultant to evaluate old operations building and lab to make recommendations on building demolition
3. Prepare conceptual demo plans for filter structures and old operations building
4. Evaluate filter sizing and need for new clear well and pumping
5. Coordinate filter media testing by filter manufacturer and make recommendation in PDR
6. Prepare conceptual site plans and review with the city
7. Prepare cost estimates for alternatives presented
8. Make recommendation for project scope
9. Renderings of proposed maintenance building

PART B – DESIGN PHASE

1. Coordinate with Owner
2. Coordinate with the following Consultants:
    a. Architect
    b. Structural Engineer
    c. Electrical Engineer
    d. Surveyor
    e. Geotechnical Engineer
    f. Environmental Consultant
3. Prepare construction plans and specifications
4. City of Ormond Beach
    a. Prepare for and attend Pre-Application Meeting with City
    b. Prepare Application Paperwork, Submit, and Obtain Site Plan Approval
    c. Respond to Comments from City
    d. Attend Meeting(s) with Staff (as required)
5. Submit plans and specifications to the City for review at 30%, 60% and 90% completion
6. Incorporate City review comments into the bid documents
7. Apply for VCDOH operation permit modification
8. Clear well tank and transfer pumps design and permitting
9. Aluminum screen enclosures over filters design and permitting

PART C – BIDDING ASSISTANCE

1. Prepare bid documents to City standards
2. Attend pre-bid meeting
3. Provide responses to bidder questions
4. Prepare addenda
5. Review and check bids and prepare a bid tabulation
6. Prepare an award recommendation letter

PART D – CONTRACT ADMINISTRATION AND PROJECT CERTIFICATION

1. Contract Administration
    a. Attend Pre-Construction Meeting
    b. Review Shop Drawings
    c. Attend Progress Meetings
    d. Pay Request Review and Approval
    e. RFIs
    f. Field Orders
    g. Change Orders
2. Project Close-out
    a. Review As-builts
    b. Perform Final Inspection
    c. Attend onsite walkthrough with City Staff and Contractor
    d. Create Engineering Punchlist
    e. Re-inspect Site for Completeness

PART E – SUBCONSULTANTS

1. Subconsultant allowance for Architect, Structural Engineer, Electrical Engineer, Environmental Consultant, Survey, and Geotechnical Engineer. Subconsultant cost will be billed at actual cost. Subconsultant proposals are attached for reference

PART F – MISCELLANEOUS

1. Expenses (including reproducibles, postage, etc.)

Not included in the above Scope of Work are as follows:

1. Permit application and fees (to be borne by the Owner).
2. Boundary, topographic, jurisdictional wetland, and tree survey (by a registered land surveyor).
3. Preparation of Easement Sketch and Legal Descriptions (if required).
4. Wetland Jurisdictional determination/flagging (including but not limited to vegetation mapping, on-site endangered or protected species inventory and environmental permitting associated with site plan approval, stormwater and dredge and fill permitting (mitigation plan) (if required) (PMA to provide environmental ACOE consultant, dredge and fill exhibit only). Obtaining the Army Corp of Engineer's Permit for wetlands impacts is the sole responsibility of the environmental consultant. PMA will assist with exhibits etc. However, the wetland jurisdiction impacts, mitigation plan, and obtaining the permit are NOT included in PMA's scope of work.
5. Preparation of Architectural Building Plans and Elevations. (to be prepared by Project Architect).
6. Preparation of Signage Plans (to be provided by architect or sign company).
7. Geotechnical Soil Testing (to be performed by a Geotechnical Engineer) (if required).
8. Cultural Assessment Survey and Report in response to the Division of Historical Resources (if required).
9. Preparation and assistance associated with LEED design certification.
10. Title Opinion.
11. Traffic Studies (to be prepared by Traffic Engineer) (if required).
12. Preparation of Environmental Reports (if required by the County/SJRWMD).
13. Comprehensive Plan, Rezoning Amendments and Future Land Use Modification (if required).
14. Preparation of Structural Permit Applications.
15. Preparation of Colored Renderings.
16. Preparation of a Lighting Plan including Photometric Plan and Lift Station Electrical Service and Electrical Design. (to be prepared by an Electrical Engineer).
17. Gopher Tortoise Survey or Permitting Relocation.
18. Preparation of an Endangered and Threatened Species Report.
19. Onsite Construction supervision.
20. Electrical Service or Distribution Design (by Electrical Engineer).
21. Attendance at Public Hearings, including Neighborhood Meetings, Planning Board, Redevelopment Board and City Commission Meetings unless specially included in the Scope of Work.
22. Coordination of Telephone, Gas, Cable, and Power (PMA to provide plans only to private utilities).
23. Traffic Fair Share Agreement.
24. Sanitary Pump Station Design and Permitting (if required)
25. As-Built of civil, landscaping and irrigation improvements (to be prepared by a registered land surveyor or sub-contractor as part of their contract).
26. Required bacteriological testing in conjunction with water main clearance (if required).
27. FDEP NPDES Notice of Intent (NOI) Permit (To be applied and obtained by the Contractor through the FDEP. PMA will assist but obtaining the NOI is NOT included in PMA's Scope of Work)

I anticipate the Professional Engineering Fee associated with the above Scope of Work not to exceed the following:

PART A – PRELIMINARY DESIGN REPORT:	**$**	**10,975.00**
PART B – DESIGN PHASE:	**$**	**139,470.00**
PART C – BIDDING ASSISTANCE:	**$**	**6,560.00**
PART D – CONTRACT ADMINISTRATION:	**$**	**41,410.00**
PART E – SUBCONSULTANTS:	**$**	**181,550.00**
PART F – MISCELLANEOUS:	**$**	**3,000.00**
TOTAL:	**$**	**382,965.00**

THREE HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED SIXTY-FIVE DOLLARS AND 00/100

Please note that miscellaneous expenses such as reproducibles, postage, etc. are estimated and included in the above Scope of Work. Billing will be monthly, based on the ***Fee Matrix*** included with this proposal.

Thank you for considering Parker Mynchenberg & Associates, Inc. for your Professional Engineering needs.

Yours truly,



Parker Mynchenberg, P.E., R.L.A.

HOURLY RATE SCHEDULE

Principal Engineer	$300.00/hour
Senior Project Engineer	$250.00/hour
Landscape Architect	$250.00/hour
Project Engineer	$175.00/hour
Senior CAD Technician	$150.00/hour
CAD Technician	$130.00/hour
Administrative	$ 55.00/hour

STANDARD RATE FOR MISCELLANEOUS EXPENSES

PRINTS

24”x36”	$2.00/ea.
30”x42”	$3.00/ea.
36”x48”	$4.00/ea.
42”x60”	$6.00/ea.

REPRODUCIBLES

Mylar	$20.00/ea.

COPIES

8.5”x11”	$0.25/ea.
8.5”x14”	$0.35/ea.
11”x17”	$0.40/ea.
Color	$1.50/ea.

OTHER

Mileage	$0.75/mile
Postage	Current Rate
Phone Calls	As Billed

FEE MATRIX

		$ 250	$ 175	$ 150	$ 55			
Task	Description	Senior Project Engineer (PE)	Engineer Intern (EI)	Senior CAD Technician	Clerical	Man Hours	Cost	Total
PART A - PRELIMINARY DESIGN REPORT								
1)	Coordinate Survey	1	-	2	1	4.0	$605.00	
2)	Coordinate Environmental Consultant	1	-	-	1	2.0	$305.00	
3)	Conceptual Demo Plans	2	4	8	1	15.0	$2,455.00	
4)	Filter Sizing and Clearwell	4	2	-	1	7.0	$1,405.00	
5)	Coordinate Filter Media Testing	2	-	-	1	3.0	$555.00	
6)	Conceptual Site Plans	2	4	8	1	15.0	$2,455.00	
7)	Prepare Cost Estimates	2	2	-	2	6.0	$960.00	
8)	Recommendations	2	1	-	1	4.0	$730.00	
9)	Renderings	1	-	8	1	10.0	$1,505.00	**$10,975.00**
PART B – DESIGN PHASE								
1)	Coordinate with Owner	8	16	-	16	40.0	$5,680.00	
2)	Coordinate with Consultants							
	Architect	8	8	4	2	22.0	$4,110.00	
	Structural Engineer	8	4	8	2	22.0	$4,010.00	
	Electrical Engineer	16	8	16	4	44.0	$8,020.00	
	Survey	2	2	4	2	10.0	$1,560.00	
	Geotechnical Engineer	2	-	-	1	3.0	$555.00	
	Environmental Consultant	2	-	-	1	3.0	$555.00	
3)	Prepare Construction Plans and Specifications							
	60% Plans and Specifications	40	40	100	24	204.0	$33,320.00	
	90% Plans and Specifications	24	32	80	16	152.0	$24,480.00	
	100% Plans and Specifications	24	24	40	16	104.0	$17,080.00	
4)	City of Ormond Beach Site Plan	6	8	12	6	32.0	$5,030.00	
5)	Submit Plans for Review	4	2	-	4	10.0	$1,570.00	
6)	Incorporate Review Comments	4	8	24	4	40.0	$6,220.00	
7)	VCDOH Permit Modification	4	8	8	8	28.0	$4,040.00	
8)	Clearwell Tank and Transfer Pumps	24	16	32	4	76.0	$13,820.00	
9)	Filter Enclosures	12	8	32	4	56.0	$9,420.00	**$139,470.00**
PART C - BIDDING ASSISTANCE								
1)	Prepare bid documents to City Standards	2	4	4	4	14.0	$2,020.00	
2)	Attend Pre-Bid Meeting	2	-	-	1	3.0	$555.00	
3)	Provide Responses to Bidder Questions	4	4	4	2	14.0	$2,410.00	
4)	Prepare Addenda	2	-	2	2	6.0	$910.00	
5)	Review Bids and Preapre Bid Tabulation	1	-	-	2	3.0	$360.00	
6)	Prepare an Award Recommendation Letter	1	-	-	1	2.0	$305.00	**$6,560.00**
PART D – CONTRACT ADMINISTRATION								
1)	Attend Preconstruction Meeting	4	2	-	2	8.0	$1,460.00	
2)	Shop drawing review	8	16	8	4	36.0	$6,220.00	
3)	Attend Monthly on-site meetings	28	20	-	12	60.0	$11,160.00	
4)	Pay Request Review	16	-	-	16	32.0	$4,880.00	
4)	As-built review and certification	2	4	16	4	26.0	$3,820.00	
5)	Substantial and final walk-thru/punch list	4	-	-	2	6.0	$1,110.00	
6)	RFI's	8	8	8	4	28.0	$4,820.00	
7)	Field Change Orders	8	4	8	4	24.0	$4,120.00	
8)	Change Orders	4	8	8	4	24.0	$3,820.00	**$41,410.00**
PART E - SUBCONSULTANTS								
1)	Architect Allowance	-	-	-	-	0.0	$46,150.00	
2)	Structural Engineer Allowance	-	-	-	-	0.0	$37,200.00	
3)	Electrical Engineer Allowance	-	-	-	-	0.0	$82,300.00	
4)	Survey Allowance	-	-	-	-	0.0	$6,000.00	
5)	Geotechnical Engineer Allowance	-	-	-	-	0.0	$7,500.00	
6)	Environmental Consultant Allowance	-	-	-	-	0.0	$2,400.00	**$181,550.00**
PART F - MISCELLANEOUS								
1)	Expenses (including reproducibles, mileage, postage, etc.)	-	-	-	-	0.0	$3,000.00	**$3,000.00**
		299	267	444	188	1,198		
		$74,750.00	$46,725.00	$66,600.00	$10,340.00		$382,965.00	**$382,965.00**
							$382,965.00	

HALL & OGLE ARCHITECTS, INC.
AA-C000925

208 Magnolia Avenue
Daytona Beach, Florida 32114

PH: (386)255 -6163
FAX: (386)257-5650

April 17, 2023 (revised)

Kevin Lee – P.E.
Parker Mynchenberg and Associates
1729 Ridgewood Ave.
Holly Hill, Fl. 32117

Re: Architectural / Engineering Fee Proposal for New Pre-Engineered Metal Building for City of Ormond – Water Treatment Plant Facility

Kevin:

Hall & Ogle is pleased to provide you with this fee proposal for A/E services for the above referenced project.

Scope of Work:

- New 2,800 +/- sf building at treatment plant
- Provide new offices / storage require ancillary spaces
- Review / develop program with owner
- Review / set construction budget

Deliverables:

Schematic Documents:

- Building layout - Floor Plan
- Site Plan
- Building Elevations / Sections
- Opinion of Probable Cost

Construction Documents:

Civil Site Plan (By Others):

- Utility Plan
- Grading / Paving Plan
- Landscape / Irrigation Plan
- Misc. Site Details
- Prepare / Submit / Obtain all local / state permits for project.

Architectural Plans:

- Architectural Site Plan
- Existing Plan / Demolition Plan / Project Scope
- Life Safety Plan / Notes
- Floor Plan / Dimension Plan
- Roof Plan / Details / Reflected Ceiling Plan (Roof Equipment)
- Millwork Plans
- Door / Window Schedule / Details
- Finish Schedule / Notes
- Building Sections
- Wall Sections / Details
- Project Specifications (Basic)

Mechanical Plans:

- New A/c Plan / Details
- A/c Details
- Mechanical Notes / Specifications
- Provide FBC Energy Code Compliance documentation (if required)

Electrical / Systems Plans:

- Power Plan - New
- Lighting Plan - New
- Misc. Electrical Details
- Electrical Notes / Specifications
- Systems Layout / Details

Plumbing Plans (New Sinks):

- Sewer / Water Plans
- Fixture Schedule / Notes
- Misc. Details
- Plumbing Notes / Specifications

Bidding / Contractor Selection:

- Answer RFIs
- Attend pre-bid meeting(s)
- Review bids / recommend contractor
- Answer code review comments

Construction Administration:

- Attend pre-bid / pre construction meetings (4) meetings total.
- Respond to contractor's request for information (RFIs) during construction. Issue Field Orders as needed.
- Review architectural submittals.
- Attend required job meetings (8) visits provided, including Substantial and Final Completion Inspections.
- Do Substantial Completion inspection with punchlist.
- Do Final Acceptance Inspection with punchlist.
- Assist with reviewing close-out documents. Project as-builts provided as additional services.

Additional Services:

Additional services when required by owner or contractor shall be provided per Hall & Ogle's Continuing Contract hourly rates.

Architect -	$145/ hr
CAD Technician: -	$75/ hr
Clerical -	$51.75/ hr

Additional Services are defined in AIA Document B101-2007 Ed. Abbreviated Standard Form of Agreement Between Owner and Architect - Article 3 - Additional Services.
Additional Services also include the following:

- Additional project meetings / site visits above what is called for above.
- Document reproduction above what is required for project coordination and required submittals.
- Project 'As-Builts' beyond architectural items of project.
- Cost Estimating services.

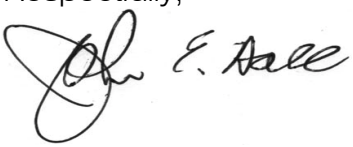
- Non-conventional expenses including unanticipated travel / reproduction costs or changes in scope of work past what is defined in this proposal.

Fee for Architectural / Engineering Services: Revised

Schematic Documents:	
Architectural	$5,150
Engineering	$1,950
Construction Documents:	
Architectural	$20,050
Engineering	$7,500
Construction Administration Services:	
Architectural	$8,650
Engineering	$2,850
Geo Tech / Survey	
Total:	$46,150 (revised)

Thank you for this opportunity to provide you with this proposal. If you have any questions, please feel free to call anytime to discuss your concerns. If this proposal is acceptable, provide Letter of Acceptance / Notice to Proceed, and sign below / return.

Respectfully,



John E. Hall, Principal/President

Hall & Ogle Architects, Inc.

4/7/23

PROPOSAL FOR A NEW MAINTENANCE FACILITY AND FILTER REPLACEMENT AT ORMOND BEACH WTP

PROFESSIONAL SERVICES AGREEMENT

Noble Structural Group., Inc. is pleased to present this proposal to its Client, Parker Mynchenberg & Associates, for structural engineering services related to the following at Ormond Beach Water Treatment Plant:

- An approximately 2,800 SF pre-engineered metal building (PEMB) used for offices and maintenance. For the purposes of this proposal, we have assumed:
  - Minimal architectural features
  - Minimal specialized slab work such as grated trenches, vaults and equipment pads
  - Any mezzanines and stairs will be included in the PEMB scope
- A two-cell cast in place concrete filter structure with adjacent pipe gallery to replace existing Filters 5 and 6
- Provide recommended geotechnical boring locations for the above
- Demolition drawings and/or specifications for existing buildings and filters scheduled for removal. It is our understanding that the City requests that any demolition be performed with minimum impact to remaining existing structures.
- A new, approximately 30' x 15' x 10' deep cast in place concrete clearwell structure below the proposed new Filters 5 and 6.
- Covered structural aluminum screen enclosures over the new filters.

SCOPE OF SERVICES

Design Phase

Maintenance Facility

- Based on the project geotechnical report and PEMB column reactions, design foundations and slabs

Filter Structure and Pipe Gallery

- Provide structural design of foundations, walls, flumes, base slabs and related pipe connections and penetrations

Clearwell and Aluminum Screen Enclosure

- Provide structural design of foundations, underground walls, flumes, pipe connections and penetrations
- Provide structural design of screened walls and roof structures, including any required bracing for all new and filters
- Provide connections of above screen structures to filter structures

General Scope at All Structures

- Perform a pre-design site visit to gather design data and assess existing conditions
- Provide structural drawings at deliverables milestones provided by Client
- Provide signed and sealed drawings for Permit and Construction
- Respond to review comments, if required

Construction Phase

- Provide Construction Administration services including review of submittals, responses to requests for information and up to (1) on-site inspection upon substantial completion of each structure.

EXCLUDED SERVICES

NSG's services do not include:

- Services other than structural engineering
- Construction cost estimating

COMPENSATION

Our fee for the Scope of Services herein is as follows:

NEW MAINTENANCE BUILDING AND FILTERS

• Design Phase	$15,000
• Construction Phase	$ 3,000

CLEARWELL STRUCTURE

• Design Phase	$9,000
• Construction Phase	$1,800

FILTER SCREEN ENCLOSURES

• Design Phase	$7,000
• Construction Phase	$1,400

Additionally requested services will be billed at the hourly rates noted below:

Project Engineer, PE	$180/Hour
Engineer Intern	$105/Hour
CAD Designer	$ 90/Hour
Administrative	$ 60/Hour

LIMITATIONS OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages on an individual claim to a sum not exceeding the Consultant's fee on the individual project. This limitation shall apply regardless of the cause of the action or legal theory pled or asserted.

CHANGED CONDITIONS

If, during the terms of this Agreement, circumstances or conditions that were originally contemplated by or known to the Consultant are revealed, to the extent that they effect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

BILLING AND PAYMENT TERMS

PAYMENT DUE. Design phase invoices will be sent to the Client following deliverable milestones based on percentage completion. Construction phase invoices will be sent at 50% and 100% Construction Phase milestones based on the amounts noted herein. Payment for invoices will be due within (30) days of Client receipt.

INTEREST. If payment in full is not received by the consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

COLLECTION COSTS. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rate for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

SATISFACTION WITH SERVICES. Payment of any invoice by the Client to the Consultant shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

SUSPENSION OF SERVICES
The Consultant Reserves the right to withhold or suspend services if payment for services rendered is not received in accordance with the terms of this agreement. The Client is not relieved of any outstanding debt during periods of suspended or withheld services by the Consultant.

EXECUTION
Signing below is indication of acceptance of the terms of this Agreement. This proposal is valid until 6/30/23. NSG will begin services upon signed contract or a Purchase Order reflecting the Scope and compensation stated herein.

Authorized Officer **Date**
Parker Mynchenberg & Associates

April 10, 2023

Mr. Kevin Lee, P.E.
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117

Re: Ormond WTP Filters
Ormond, FL

Dear Mr. Lee:

We are pleased to submit our proposal for electrical and instrumentation design services for the above project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project and provides the agreed upon lump sum fee proposal. Your signature on this agreement will serve as your letter of intent and official notice to proceed with the referenced work. Our scope of work will include the following:

Task 1 - Design Services:

1. Conceptual design and cost estimate during the PDR phase.

2. Electrical and instrumentation design associated with the proposed improvements at the Ormond WTP. The system improvements will include:

   a. A new control panel for Filters 1 thru 6. Work to include electrical and I and C for the following:
      - Actuated valves.
      - Air compressor.
      - Air scour controls (blowers electrical design not included)
      - Control panels. 3 required. Each panel will control 3 filters.
      - Master Control Panel for the filter system.

3. Lighting inside aluminum screen enclosures over existing Filters 1-4 and proposed Filters 5&6. These would be aluminum roofs with screen walls and screen doors and would need lighting suspended from the ceiling.

4. HMI system upgrades to include new filter and pump station system.

5. Clearwell, including 3 transfer/backwash pumps, actuated valves and controls.

10620 GRIFFIN ROAD, SUITE 202, COOPER CITY, FLORIDA 33328
TEL: 954-448-7930 ● FAX: 954-713-9959 ● WEB: www.baileyengineering.com

6. **Work not included**: New electrical main service, new generator or new main controls for plant processes not specifically defined herein.

7. BEC will attend meetings to answer questions relating to our design; see attached man-hour projection.

8. Deliverables:
   a. 60% Drawings and specifications with 60% cost estimate
   b. 90% Drawings and specifications with 90% cost estimate
   c. 100% Drawings and Specifications with 100% cost estimate

9. BEC shall submit up to three (3) complete set of 11" x 17" drawings and up to three (3) complete set of 24" x 36" drawings for bidding submittal. BEC shall submit one (1) electronic copy in AutoCAD Version 2019 and pdf format. All additional reproduction shall be completed by others.

10. BEC shall submit one (1) electronic copy in Word for the project specifications. All additional reproduction shall be completed by others.

Task 2 - Construction Services:

1. Shop Drawing Review - Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) is in accordance with the Contract Documents.

2. Issue Clarifications - Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.

3. Site Visits - Make site visits to the site at periods appropriate to the various stages of construction to observe, as an experienced and qualified professional,

the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made during these inspections. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Drawings, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Drawings. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

Our scope of work shall be as outlined above and as indicated on the attached estimate of work effort. Services not specifically outlined above are excluded. Our fee for this work shall be billed monthly and shall be payable as follows:

Task 1 - Design Services	$ 47,100.00
Task 2 - Construction Services	$ 35,200.00
Total Project:	**$ 82,300.00**

Very truly yours,

Stephen E. Bailey, P.E.

ACCEPTED_____DATE_____

PMA-23-001DGrev1.doc

G&S Good Environmental, Inc.
Consultants In: Phase I & II Environmental Site Assessments • Soil & Groundwater Testing
Tank Closure • Asbestos Surveys • Indoor Air Quality • Contamination Assessments

Parker Mynchenberg & Associates, Inc. April 7, 2023
1729 Ridgewood Avenue
Holly Hill, Florida 32117

Attention: Mr. Kevin Lee, P.E.

Reference: **PROPOSAL FOR ASBESTOS EVALUATION (DEMOLITION)**
Water Treatment Plant
Old Filter Building / Lab Building
Ormond Beach, Florida
G&S Proposal No. 2022GS-3717

Dear Mr. Kevin Lee, P.E.:

G&S Good Environmental, Inc. (G&S) is pleased to submit our proposal to conduct an asbestos survey of the referenced site in Ormond Beach, Florida. The purpose of this investigation is to identify the location and condition of suspect Asbestos Containing Building Materials (ACBMs) present in structure. It is our understanding that the structure will be demolished.

SCOPE OF WORK

Our asbestos evaluation will include: 1) a review of available building documents to identify potential locations of Suspect Asbestos Containing Building Materials (SACBMs) which will be disturbed; 2) a visual inspection of the building by a certified facility survey asbestos inspector to identify SACBMs; 3) collection of three samples of each homogeneous SACBM; 4) analysis of collected samples by a NVLAP accredited laboratory using polarized light microscopy; 5) a written report that documents work performed and the results of our asbestos evaluation.

SCHEDULE

We understand the time sensitive nature of this investigation. G&S will submit our completed survey report to your office within 10-12 business days of authorization.

PROPOSAL

We propose to conduct this limited asbestos survey in accordance with our General Conditions for a cost of ***$2,387.00***. If acceptable, please execute the attached proposal

acceptance sheet and return the signed original to us.

G&S Good Environmental, Inc., appreciates this opportunity to offer our services, and we look forward to the assignment. Should you have questions regarding this proposal, please contact me at your earliest convenience.

Respectfully submitted,

G&S Good Environmental, Inc.



Bill W. Good, P.G.
EPA Asbestos Inspector

Attachments

G&S Good Environmental, Inc.

PROJECT NAME:	**Asbestos Evaluation**		
PROJECT LOCATION:	WTP, Old Filter Building / Lab, Ormond Beach, Florida		
CLIENT NAME:	Parker Mynchenberg & Associates, Inc.	**Date:**	April 7, 2023
CLIENT ADDRESS:	1729 Ridgewood Avenue Holly Hill, Florida 32117	**Phone No.:** **Email:**	

I. **Scope of Services and Understanding of Project (See attached proposal or as indicated below).**

As Shown in G&S Proposal No. 2022GS-3717 (attached)

II. **Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:**

A. **G&S** General Conditions.

B. **G&S** Proposal Dated: April 7, 2023

C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.

D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. **Authority to proceed and for payment. (To be completed by Client.)**

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT:			**G&S Good Environmental, Inc.**
BY (Signature):		Date	April 7, 2023
TYPED NAME:		TYPED NAME:	Bill W. Good, P.G.
TITLE:		TITLE:	President
DATE:		BY (signature)	Bill W. Good

RETURN EXECUTED COPIES TO
bill@goodenviro.com
TELEPHONE: 386-679-7133

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 7.G
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-102
Strategic Goal:	Water Quality & the Environment - Other		
Department :	Public Works		
Subject:	Cost Change - Repairs of Pond Fountains		
Budget Impact:	Adequate funds required for the additional amount of $3,460 are allocated in the budget and funded out of the Stormwater Operating Fund (107).		
Summary:	This item provides notification to the City Commission that the purchase order for pond fountain maintenance and pond fountain repair will exceed the City's purchasing threshold of $25,000. Staff is requesting additional funds of $3,460 be added to the existing purchase order of $24,260 to cover unforeseen additional repairs required this fiscal year.		
Recommended Action:	Staff recommends the City Commission approve the increase in encumbrance for the fountain maintenance repair line item on PO 20230175 for Edenfield Corporation.		
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325		

Approval:

Kelly McGuire, Finance Director	5/9/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	5/16/2023	
Joyce Shanahan, City Manager	6/1/2023	Joyce Shanahan

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Kevin Gray, Deputy Public Works Director

Date: June 6, 2023

Subject: Cost Change - Repairs of Pond Fountains

Commission Goal: Water Quality & the Environment - Other

Introduction

This item provides notification to the City Commission that Edenfield Corporation purchase order 20230175 for pond fountain maintenance and pond fountain repair will exceed the City's purchasing threshold of $25,000.

Background

Yearly, the City of Ormond Beach solicits quotes for the cleaning and maintenance of ten pond fountains for the duration of the fiscal year. In October 2022, City staff requested quotes for Fiscal Year (FY) 2022-2023. Edenfield Corporation submitted the lowest quote at $355 per month. Purchase Order (PO) 20230175 was entered with a line item of $4,260 for the fountain maintenance ($355 per month). In addition, a $20,000 line item was added as a repair allowance for unforeseen replacement parts and pumps as needed. The total amount encumbered for PO 20230175 was $24,260. This amount has typically been sufficient to ensure minimal disruption of operation of the fountains.

Discussion

In November 2022, two fountain repair invoices were received by Edenfield Corporation, one for $430 and one for $10,300. These were applied against the fountain repair allowance line item, leaving $9,270 remaining for repairs. In March 2023, staff received another fountain repair invoice in the amount of $11,230. This was in excess of the amount available to pay for repairs. Increasing the amount encumbered in the fountain repair allowance of the purchase order so staff can pay the invoice will cause the total purchase order to exceed the City's purchasing threshold of $25,000. Staff intends to add $3,460 to the fountain repair allowance line item of PO 20230175, of which $1,960 is to pay the balance needed for the current outstanding invoice of $11,230; and $1,500 will be used in the event additional repairs are needed

this FY. This will increase the encumbered amount of PO 20230175 to $27,720.

Budget Impact

Adequate funds required for the additional amount of $3,460 are allocated in the budget and funded out of the Stormwater Operating Fund (107).

Citizen Impact

Maintenance of the pond fountains is crucial to the overall health of the ponds. Not only are the fountains aesthetically pleasing, the fountains also aerate the water in the ponds. This helps prevent the growth of algae and spreads oxygen to marine life.

Recommendation

Staff recommends the City Commission approve the increase in encumbrance for the fountain maintenance repair line item on PO 20230175 for Edenfield Corporation.

Attachments:

1. 23-102 Fountain Repairs - Edenfield (P23-0090)
2. 20230175 - rev
3. 20230175
4. Invoice Nov 2 2022
5. Invoice Nov 16 2022
6. Invoice Mar 20 2023

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: May 09, 2023

Claire Whitley, Assistant City Manager — Date: May 16, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: June 01, 2023

RESOLUTION NO. 2023-102

A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR POND FOUNTAIN MAINTENANCE AND REPAIRS FROM EDENFIELD CORPORATION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in October 2022, the City solicited quotes for services to perform pond fountain maintenance and repairs in accordance with Section 2-300, *Code of Ordinances*, and accepted the quote of Edenfield Corporation and issued a Purchase Order for $24,260.00 for said services, and

WHEREAS, to date, expenditures for the services total $27,720.00 (copies of a Purchase Order and invoices are attached hereto and incorporated herein by reference), and

WHEREAS, in accordance with Sec.2-300(f) *Code of Ordinances,* because the cumulative total for the procurement from one vendor exceeds the City Manager's threshold, City Commission approval is required, and

WHEREAS, the City Manager has certified that the money for the payment of the services is appropriated in the Stormwater Operating Fund (107), now therefore,

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

SECTION ONE. The City Commission hereby ratifies and affirms the purchase of pond fountain repair and maintenance services from Edenfield Corporation in the amount of $27,720.00 and the expenditure from the Stormwater Operating Fund.

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

APPROVED AND AUTHENTICATED this 6th day of June, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Purchase Order

Fiscal Year 2023 Page: 1 of: 1

BILL TO
City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20230175

Delivery must be made within doors of specified destination.

VENDOR
EDENFIELD CORPORATION
1702 N WOODLAND BLVD
#116, PMB 148
DELAND, FL 32720
Email: WES@EDENFIELDCORP.COM

SHIP TO
Stormwater
501 North Orchard Street
Ormond Beach, FL 32174

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
386-631-2088		2300215	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
11/15/2022	575			TRANSPORTATION

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	ddr/ Fountain maint & repair The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Stormwater Pond Fountain Maintenance for ten pond fountains within the City of Ormond Beach. Commodity Code: 93662 Pumps and Pump Accessories Maintenance and Repair	1.0	EACH	$4,260.00	$4,260.00
2	**MODIFIED:** Misc fountain repairs as required Commodity Code: 93662 Pumps and Pump Accessories Maintenance and Repair	1.0	EACH	$23,460.00	$23,460.00

VENDOR COPY

Total Ext. Price	$27,720.00
PO Total	**$27,720.00**

TERMS AND CONDITIONS PLEASE READ CAREFULLY

GENERAL CONDITIONS

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of $2,500.00 or more require a purchase order number. **Invoices must show the purchase order number.** The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods are to be shipped F.O.B. Destination. **The City will pay no freight or expense charges, except by previous agreement.** The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS, ETC.

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations, as they pertain to this order. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements, as applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address on the purchase order.

Purchase Order

Fiscal Year 2023 Page: 1 of: 1

BILL TO

City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20230175

Delivery must be made within doors of specified destination.

VENDOR

EDENFIELD CORPORATION
1702 N WOODLAND BLVD
#116, PMB 148
DELAND, FL 32720
Email: WES@EDENFIELDCORP.COM

SHIP TO

Stormwater
501 North Orchard Street
Ormond Beach, FL 32174

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
386-631-2088		2300215	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
11/15/2022	575			TRANSPORTATION

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	ddr/ Fountain maint & repair The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
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2	Misc fountain repairs as required Commodity Code: 93662 Pumps and Pump Accessories Maintenance and Repair	1.0	EACH	$20,000.00	$20,000.00

VENDOR COPY

Total Ext. Price	$24,260.00
PO Total	**$24,260.00**

TERMS AND CONDITIONS PLEASE READ CAREFULLY

GENERAL CONDITIONS

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of $500 or more require a purchase order number. **Invoices must show the purchase order number.** The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods are to be shipped F.O.B. Destination. **The City will pay no freight or expense charges, except by previous agreement.** The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS, ETC.

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations, as they pertain to this order. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements, as applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address on the purchase order.

~~23-0027~~

Edenfield Corporation
PMB #362
Pierson, FL 32180 US
(386)631-2088
wes@edenfieldcorp.com

INVOICE

BILL TO
City of Ormond Beach
Ormond Beach, FL

INVOICE # 3805
DATE 11/02/2022
DUE DATE 11/17/2022
TERMS Net 15

ACTIVITY	QTY	RATE	AMOUNT
Fountain Kasco 3 HP , 240 volt, single phase with 200 feet cord	1	7,700.00	7,700.00
Light Kit 3 light kit LED with 200 ft cord	1	1,400.00	1,400.00
Services Labor, shipping,			1,200.00

Thank you for your business! We take credit cards, ACH payments and checks can be sent to PMB #362
Pierson, FL 32180

BALANCE DUE **$10,300.00**

Roof Mark - 2177
11/3/22

~~20230154~~
20230175

Edenfield Corporation
PMB #362
Pierson, FL 32180 US
(386)631-2088
wes@edenfieldcorp.com

INVOICE

BILL TO
City of Ormond Beach
Ormond Beach, FL

INVOICE # 3832
DATE 11/16/2022
DUE DATE 12/01/2022
TERMS Net 15

ACTIVITY	QTY	RATE	AMOUNT
Fountain Repair Ames Park ,Hurricane Damage	1	0.00	0.00T
Services Aerator impeller replacement	3	85.00	255.00
Services Impeller		175.00	175.00

Thank you for your business! We take credit cards, ACH payments and checks can be sent to PMB #362
Pierson, FL 32180

SUBTOTAL	430.00
TAX (6.5%)	0.00
TOTAL	430.00
BALANCE DUE	**$430.00**

2177
11/16/22

2023017S

Edenfield Corporation
PO Box 362
Pierson, FL 32180 US
(386)631-2088
wes@edenfieldcorp.com

INVOICE

BILL TO
City of Ormond Beach
Ormond Beach, FL

INVOICE # 3964
DATE 03/20/2023
DUE DATE 04/04/2023
TERMS Net 15

ACTIVITY	QTY	RATE	AMOUNT
Fountain Install North Nova Offices: South pond	1		0.00
Services 3 HP J series fountain: 240 volt, single phase with 250 ft of cord.		8,300.00	8,300.00
Services LED Light kit, 3 light		1,330.00	1,330.00
Services shipping, labor ,materials		1,600.00	1,600.00
ORDER IS IN			

Thank you for your business! We take credit cards and ACH payments.
Checks can be sent to:
PO Box 362
Pierson, FL 32180

BALANCE DUE **$11,230.00**

Robert Mack 2177
3/29/2023

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 7.H
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-103
Strategic Goal:	Transportation & Community Development - Other		
Department :	Planning & Building		
Subject:	Change Order - Universal Engineering Work Authorization for Building Inspections		
Budget Impact:	The Work Authorization not to exceed $23,600, results in an annual not to exceed total of $48,500 for Universal for the current fiscal year. The amount is budgeted within the Building and Planning Department's budget, Fund 001 - General Fund.		
Summary:	This is a request for approval of a work authorization, not to exceed $23,600, for Universal Engineering Sciences, Inc. ("Universal") to provide additional resources for building inspections.		
Recommended Action:	It is recommended that the City Commission approve the resolution for the Work Authorization, not to exceed $23,600 for Universal Engineering Sciences, Inc.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	5/12/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	5/15/2023	
Joyce Shanahan, City Manager	6/1/2023	Joyce Shanahan

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: June 6, 2023

Subject: Change Order - Universal Engineering Work Authorization for Building Inspections

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request for approval of a work authorization, not to exceed $23,600, for Universal Engineering Sciences, Inc. ("Universal") to provide additional resources for building inspections.

Background

Universal is a continuing contract consultant for the city. The Building Department has executed a Work Authorization for an amount not to exceed $24,900 for Universal. In reviewing the workload and schedules for the remainder of the year, a Work Authorization for an amount not to exceed $23,600 to Universal Engineering Sciences, Inc. is needed. The total not to exceed amount for Universal Engineering Sciences, Inc. would be $48,500 for the fiscal year.

Discussion

The Building Department's budget includes an expenditure category for other contractual services, which includes Universal. Universal provides additional building inspection personnel during heavy inspection days, and while staff inspectors are unavailable due to leave or professional training, Universal also has inspectors with a wide range of building certifications to supplement the city inspectors.

Budget Impact

The Work Authorization not to exceed $23,600, results in an annual not to exceed total of $48,500 for Universal for the current fiscal year. The amount is budgeted within the Building and Planning Department's budget, Fund 001 - General Fund.

Citizen Impact

In order to continue to provide the City's current level of service, next day building inspections, it is necessary to have the ability to provide additional inspection services through Universal. Universal's services have been invaluable in supplementing the City's inspection staff.

Recommendation

It is recommended that the City Commission approve the resolution for the Work Authorization, not to exceed $23,600 for Universal Engineering Sciences, Inc.

Attachments:

1. 23-103 Universal Engineering Work Authorization (P23-0101G)
2. Universal-Bldg Inspector Assistance 22-23 Addtl Work
3. October Work Auth. FY 22/23

Approvals:

Kelly A. McGuire

Date: May 12, 2023

Kelly McGuire, Finance Director

Date: May 15, 2023

Claire Whitley, Assistant City Manager

Joyce Shanahan

Date: June 01, 2023

Joyce Shanahan, City Manager

RESOLUTION NO. 2023-103

A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION BETWEEN THE CITY OF ORMOND BEACH AND UNIVERSAL ENGINEERING SCIENCES, INC. FOR THE PROVISION OF BUILDING INSPECTION SERVICES ON AN AS-NEEDED BASIS; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and Universal Engineering Sciences, Inc. entered into a Continuing Engineering Services Agreement on March 20, 2017 for the purpose of providing building inspection services on an as-needed basis, and

WHEREAS, the City and Universal Engineering Sciences, Inc. entered into a Work Authorization on October 17, 2022 for an amount not to exceed $24,900.00, and

WHEREAS, additional building inspection services are needed for an amount that is reasonably estimated not-to-exceed $23,600.00 through the end of fiscal year 2022-2023, and

WHEREAS, in accordance with Sec.2-300(f) *Code of Ordinances*, because the accumulated cost of building inspection services from Universal Engineering Services through the end of fiscal year 2022-2023 will not exceed $48,500.00 (i.e. $24,900.00 + $23,600.00) and exceeds the City Manager's threshold, City Commission approval is required, and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the credit of the General Fund (001) and have not been appropriated for any other purpose, and

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

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

SECTION ONE. The City Manager is hereby authorized and directed to execute a Work Authorization, a copy being attached hereto, between the City and Universal Engineering Sciences, Inc. for the provision of building inspection services at a cost not-to-exceed $23,600.00, and to pay the cost thereof from the General Fund (001).

SECTION TWO. The City Commission hereby ratifies and affirms the execution of the Work Authorization dated October 17, 2022 in the amount of $24,900.00, including all actions taken in furtherance thereof.

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

APPROVED AND AUTHENTICATED this 6th day of June, 2023.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and Universal Engineering Sciences, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Building Inspection Services – FY 22/23 Additional Work

Project Description: To provide building inspection services, as required by the Building Division, based on the attached Private Provider Rate Sheet and Private Provider Inspector Qualification Statement.

Estimated Project Construction Cost: N/A

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Building Inspection	Actual Cost	$23,600.00
Total Fee Authorized:	**Not To Exceed**	**$23,600.00**

Funding Source: 00152401 503403

Estimated Time for Completion: Through 9/30/23

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Joyce A. Shanahan
City Manager

Date: _____

ACCEPTED:
UNIVERSAL ENGINEERING SCIENCES, INC

By: _____
Brian C. Pohl, P.E.
Branch Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

UNIVERSAL ENGINEERING SCIENCES, INC.
911 Beville Rd, Suite 3
South Daytona, FL 32119
386-756-1105 ~ Fax: 386-760-4067

April 25, 2023

Mr. Tom Griffith
City of Ormond Beach
Chief Building Official
22 South Beach Street
Ormond Beach, Florida 32174

UES Opportunity No. 0415.0423.00003/UES Proposal No. 23D-406

Mr. Tom Griffith, CBO:

We are pleased to provide you with the rate sheet below for Private Provider Services through Universal Engineering Sciences. This proposal is for additional municipal inspections not to exceed $23,600.00.

PRIVATE PROVIDER RATES

CITY OF ORMOND BEACH		
UNIT NAME	**UOM**	**RATE**
Plan Review	Hour	125.00
Inspector – Standard Time	Hour	85.00
Inspector – Commercial Trades	Hour	85.00
Building Official	Hour	150.00

Should you have any questions, please do not hesitate to ask.

UNIVERSAL ENGINEERING SCIENCES



Brian C. Pohl, P.E.
P.E. Number 60216
Branch Manager

UNIVERSAL ENGINEERING SCIENCE, INC.
911 Beville Rd, Suite 3
South Daytona, FL 32119
386-756-1105 ~ Fax: 386-760-4067

Private Provider Inspector Qualification Statement

Project: _____

Private Provider Firm: Universal Engineering Sciences, Inc.

Private Provider Name: Brian C. Pohl, P.E.

Address: 911 Beville Road, Suite 3, South Daytona, FL 32119

Phone: (386) 756-1105 Fax: (386) 760-4067

Names, License/Certificate Numbers, and License description of provider and duly authorized agents who will be providing services for this project:

Name	License #	License Type
Brian C. Pohl	PE 60216	Licensed Professional Engineer
Mike Navarra	BN – 3977 CRC – 057614 SFP – 184 PX – 1865	Standard Inspector (Building) Residential Combination Inspector Certified Residential Contractor Residential Plans Examiner Standard Plans Examiner (Building)
Mark Criswell	BN – 4769 PX - 2448 BU - 1534	Standard Inspector (Building) Residential Combination Inspector Standard Plans Examiner (Building, Mechanical, Electrical & Plumbing) Certified Building Code Administrator
Frank Godawa	BN – 5965 PX - 3238	Standard Building Inspector (Electrical) Commercial & Residential Standard Plans Examiner (Electrical)
Robert Waldrop	BN – 4320	Standard Building Inspector (Building) Commercial & Residential
Robert T. Hofferth	BN-5373	Standard Building Inspector (Building) Commercial & Residential
William A. Ruzycky	BN – 7594	Standard Building Inspector (Building) Commercial & Residential
John Milford Lowe	BN - 8436	Standard Building Inspector (Building) Commercial & Residential
Michael Jon Morgan, Jr.	BN - 8043	Standard Building Inspector (Building) Commercial & Residential
Robert Marvel	BN – 4957	Standard Inspector (Building, Mechanical, Electrical & Plumbing) Commercial & Residential
Eric Reinertsen	BN – 6739 PX –3758	Residential Combination Inspector Standard Building Inspector (Mechanical, Plumbing & Building) Commercial & Residential Standard Plans Examiner

Michael Leo Dove	BN – 6842	Standard Inspector (Building) Residential Combination Inspector
Sam David Thompson	BN – 7462	Standard Inspector (Building) Residential Combination Inspector

As a private inspection service provider for this project, I have read and agree to be bound to the provisions of State Statute 553.791. I further agree and understand that only the above listed personnel may perform inspections on this project and that if for any reason the inspection personnel should change, or if any person listed above should discontinue to qualify as a duly authorized agent, I will notify the Municipality having jurisdiction in writing immediately.

Signature of Private Provider,

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and Universal Engineering Sciences, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Building Inspection Services – FY 22/23

Project Description: To provide building inspection services, as required by the Building Division, based on the attached Private Provider Rate Sheet and Private Provider Inspector Qualification Statement.

Estimated Project Construction Cost: N/A

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Building Inspection	Actual Cost	$24,900.00
Total Fee Authorized:	**Not To Exceed**	**$24,900.00**

Funding Source: 00152401 503403

Estimated Time for Completion: Through 9/30/23

AUTHORIZED:
CITY OF ORMOND BEACH INC

By: _____
Joyce A. Shanahan
City Manager

Date: 10/14/2022

ACCEPTED:
UNIVERSAL ENGINEERING SCIENCES,

By: _____
Brian C. Pohl, P.E.
Branch Manager

Date: 10/17/2022

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

UNIVERSAL ENGINEERING SCIENCE, INC.
911 Beville Rd, Suite 3
South Daytona, FL 32119
386-756-1105 ~ Fax: 386-760-4067

October 05, 2022

Building Division
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Mr. Tom Griffith, CBO:

We are pleased to provide you with the rate sheet below for Private Provider Services through Universal Engineering Sciences:

PRIVATE PROVIDER RATES

CITY OF ORMOND BEACH		
UNIT NAME	**UOM**	**RATE**
Plan Review	Hour	125.00
Inspector – Standard Time	Hour	85.00
Inspector – Commercial Trades	Hour	85.00
Building Official	Hour	150.00

Should you have any questions, please do not hesitate to ask. Thank you!

Respectfully Submitted,
UNIVERSAL ENGINEERING SCIENCES

Brian C. Pohl, P.E.
P.E. Number 60216
Branch Manager

UNIVERSAL ENGINEERING SCIENCE, INC.
911 Beville Rd, Suite 3
South Daytona, FL 32119
386-756-1105 ~ Fax: 386-760-4067

Private Provider Inspector Qualification Statement

Project: _____

Private Provider Firm: Universal Engineering Sciences, Inc.

Private Provider Name: Brian C. Pohl, P.E.

Address: 911 Beville Road, Suite 3, South Daytona, FL 32119

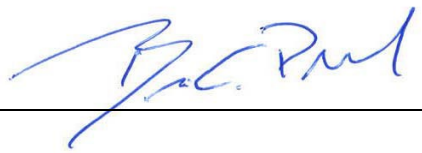
Phone: (386) 756-1105 Fax: (386) 760-4067

Names, License/Certificate Numbers, and License description of provider and duly authorized agents who will be providing services for this project:

Name	License #	License Type
Brian C. Pohl	PE 60216	Licensed Professional Engineer
Mike Navarra	BN – 3977 CRC – 057614 SFP – 184 PX – 1865	Standard Inspector (Building) Residential Combination Inspector Certified Residential Contractor Residential Plans Examiner Standard Plans Examiner (Building)
Mark Criswell	BN – 4769 PX - 2448 BU - 1534	Standard Inspector (Building) Residential Combination Inspector Standard Plans Examiner (Building, Mechanical, Electrical & Plumbing) Certified Building Code Administrator
Frank Godawa	BN – 5965 PX - 3238	Standard Building Inspector (Electrical) Commercial & Residential Standard Plans Examiner (Electrical)
Robert Waldrop	BN – 4320	Standard Building Inspector (Building) Commercial & Residential
Robert T. Hofferth	BN-5373	Standard Building Inspector (Building) Commercial & Residential
William A. Ruzycky	BN – 7594	Standard Building Inspector (Building) Commercial & Residential
John Milford Lowe	BN - 8436	Standard Building Inspector (Building) Commercial & Residential
Michael Jon Morgan, Jr.	BN - 8043	Standard Building Inspector (Building) Commercial & Residential
Robert Marvel	BN – 4957	Standard Inspector (Building, Mechanical, Electrical & Plumbing) Commercial & Residential
Eric Reinertsen	BN – 6739 PX –3758	Residential Combination Inspector Standard Building Inspector (Mechanical, Plumbing & Building) Commercial & Residential Standard Plans Examiner

Michael Leo Dove	BN – 6842	Standard Inspector (Building) Residential Combination Inspector
Sam David Thompson	BN – 7462	Standard Inspector (Building) Residential Combination Inspector

As a private inspection service provider for this project, I have read and agree to be bound to the provisions of State Statute 553.791. I further agree and understand that only the above listed personnel may perform inspections on this project and that if for any reason the inspection personnel should change, or if any person listed above should discontinue to qualify as a duly authorized agent, I will notify the Municipality having jurisdiction in writing immediately.

Signature of Private Provider, 

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 7.I
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-104
Strategic Goal:	Transportation & Community Development - Other		
Department :	Planning & Building		
Subject:	362 Riverside Drive, Sewer Easement Vacation		
Budget Impact:	There is no budget impact associated with the requested vacation of the sewer easement. The property owner is responsible for the costs associated with the relocation of the sewer line.		
Summary:	Request from the property owner of 362 Riverside Drive to vacate an existing sewer easement in the rear yard. The property owner is seeking to (1) vacate the existing sewer easement **(this item)** and (2) dedicate a new sewer easement **(next item).** The owner has submitted a utility plan for the relocation of the sewer line which has been reviewed/approved by the SPRC. Resolutions for the easement vacation/dedication will not be sent for recording until the sewer line has been relocated and inspections approved by the SPRC.		
Recommended Action:	Approval of the vacation of an existing sewer easement in the rear yard of 362 Riverside Dr with the condition that the sewer line relocation occur prior to the recordation of the Resolution and quitclaim deed.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	5/12/2023	
Claire Whitley, Assistant City Manager	5/15/2023	
Joyce Shanahan, City Manager	6/1/2023	

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: June 6, 2023

Subject: 362 Riverside Drive, Sewer Easement Vacation

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request from the property owner of 362 Riverside Drive, James Parsons, to vacate an existing sewer easement in the rear yard. The property owner is seeking to (1) vacate the existing sewer easement **(this agenda item)** and (2) dedicate a new sewer easement **(next agenda item)**. The property owner has submitted a utility plan for the relocation of the sewer line which has been reviewed and approved by the Site Plan Review Committee. The Resolutions for the easement vacation and dedication will not be sent for recording until the sewer line has been relocated and inspections approved by the Site Plan Review Committee.

Background

In 1963, a sewer easement was dedicated at 362 Riverside Drive within the rear yard that bisects the property. The current property owner purchased the property in 2022 and desires to make improvements in the rear yard which conflicts with the existing sewer line. The property owner is seeking to (1) vacate the existing sewer easement **(this agenda item)** and (2) dedicate a new sewer easement **(next agenda item)**. The property owner has submitted a utility plan to the Site Plan Review Committee (SPRC) to relocate the existing sewer line.

Discussion

The purpose of this item is to vacate the existing sewer easement as part of the relocation of the sewer line. The Resolution has been conditioned to require the completion of the utility improvements before the Resolution and quitclaim deed are recorded. The next agenda item is the dedication of the new sewer easement. The SPRC has found the proposed sewer vacation, dedication, and relocation acceptable. A key part of this application is the timing of the vacation and dedication of the sewer easements. The Resolution is drafted to withhold any recordation of the easements

until the relocation work is completed and accepted by the SPRC.

Budget Impact

There is no budget impact associated with the requested vacation of the sewer easement. The property owner is responsible for the costs associated with the relocation of the sewer line.

Citizen Impact

There is no citizen impact anticipated with the easement vacation. The relocated sewer line would allow additional use of the rear yard land area of 362 Riverside Drive.

Recommendation

Approval of the vacation of an existing sewer easement in the rear yard of 362 Riverside Dr with the condition that the sewer line relocation occur prior to the recordation of the Resolution and quitclaim deed.

Attachments:

1. 23-104 362 Riverside Drive, Sewer Easement Release (P23-0099G)
2. 362 Riverside Drive, Quit Claim Deed
3. Exhibit A, Existing Easement
4. 362 Riverside Drive, site aerial
5. C002-UTILITY

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: May 12, 2023

Claire Whitley, Assistant City Manager — Date: May 15, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: June 01, 2023

RESOLUTION NO. 2023-104

A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF JAMES C. PARSONS AND CARRIE QUINN, RELEASING A SEWER EASEMENT LOCATED WITHIN THE REAR YARD AT 362 RIVERSIDE DRIVE; PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on January 8, 1963, a sewer easement was dedicated to the City of Ormond Beach on the property at 362 Riverside Drive which is recorded in Official Records Book 506, Page 386 of the Public Records of Volusia County, Florida; and

WHEREAS, the property owners, James C. Parsons and Carrie Quinn, desire to move the existing sewer line on the property at 362 Riverside Drive, requiring an easement vacation and easement dedication; and

WHEREAS, an application has been submitted to the Site Plan Review Committee (SPRC) providing a utility plan showing the relocation of the sewer line and has been determined acceptable; and

WHEREAS, the sewer easement release and dedication shall be conditioned on the construction of the new sewer line and abandonment of the existing sewer line to be permitted and inspected by the SPRC; and

WHEREAS, the easement vacation shall not be recorded until the SPRC has accepted the construction of the new sewer line; now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute that Quitclaim Deed in favor of James C. Parsons and Carrie Quinn, a copy of which is attached hereto and incorporated herein by reference, for the purpose of releasing the described sewer easement on said property being commonly located at 362 Riverside Drive, Volusia County Parcel ID Number 4223-03-00-0030.

SECTION TWO. The City Clerk is hereby directed to withhold the recordation of a certified copy of this Resolution and the executed Quitclaim Deed in the public records of Volusia County, Florida until the construction of the new sewer line and abandonment of the existing sewer line as determined by the SPRC. The Planning Director on behalf of the SPRC shall provide written correspondence to the City Clerk upon completion and acceptance of the utility improvements to allow the recordation of the Quitclaim Deed.

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

APPROVED AND AUTHENTICATED this 6th day of June, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:
RANDAL A, HAYES, ESQUIRE
Florida Bar No. 0747157
CITY OF ORMOND BEACH
P. O. Box 277
Ormond Beach, FL 32175-0277
386-676-3217
Location: 362 Riverside Drive, Ormond Beach, FL 32176
A Portion of Parcel ID#: 4223-03-00-0030

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this ____ day of _____ 2023, by the **CITY OF ORMOND BEACH**, a Florida municipal corporation, whose post office address is 22 South Beach Street, Ormond Beach, Florida 32174 ("the Grantor"), to **JAMES C. PARSONS AND CARRIE QUINN**, whose post office address is 362 Riverside Drive, Ormond Beach, Florida 32176 ("the Grantees"):

WHEREAS, the Grantees are the owners of certain land by virtue of that Warranty Deed dated April 8, 2022 and recorded at Book 8234, Page 2189 of the Public Records of Volusia County, Florida, said land being legally described within as follows: "That portion of Lot 3 and the Southerly 20 feet of Lot 2, lying Westerly of Riverside Drive, of East Coast Mortgage and Investment Company's Subdivision of Lot 4, Assessor's Lower Ormond Beach, as recorded in Map Book 7, Page 84, Public Records of Volusia County, Florida."

WITNESSETH, that the Grantor, for and in consideration of the sum of $10.00, in hand paid by the Grantees, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantees forever, all of the right, title, interest, claim and demand which the Grantor has in and to the sewer easement along the rear yard on a portion of that real property described and depicted on Exhibit "A" attached hereto and incorporated herein by reference (362 Riverside Drive, Ormond Beach, Volusia County, Florida [Parcel ID #4223-03-00-0030]).

THE PURPOSE OF THIS QUITCLAIM DEED IS TO RELEASE ANY INTEREST WHICH THE CITY OF ORMOND BEACH MAY HAVE IN AND TO THE USE OF THE AFOREDESCRIBED REAL PROPERTY OF THE SEWER EASEMENT WITHIN THE REAR YARD.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantees forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

CITY OF ORMOND BEACH, a Florida municipal corporation

_____ By: _____

Print Name: _____ **BILL PARTINGTON, Mayor**

22 South Beach Street

Ormond Beach, FL 32174

_____ Attest: _____

Print Name: _____ **JOYCE A. SHANAHAN, City Manager**

22 South Beach Street

Ormond Beach, FL 32174

STATE OF FLORIDA)
)ss:
COUNTY OF VOLUSIA)

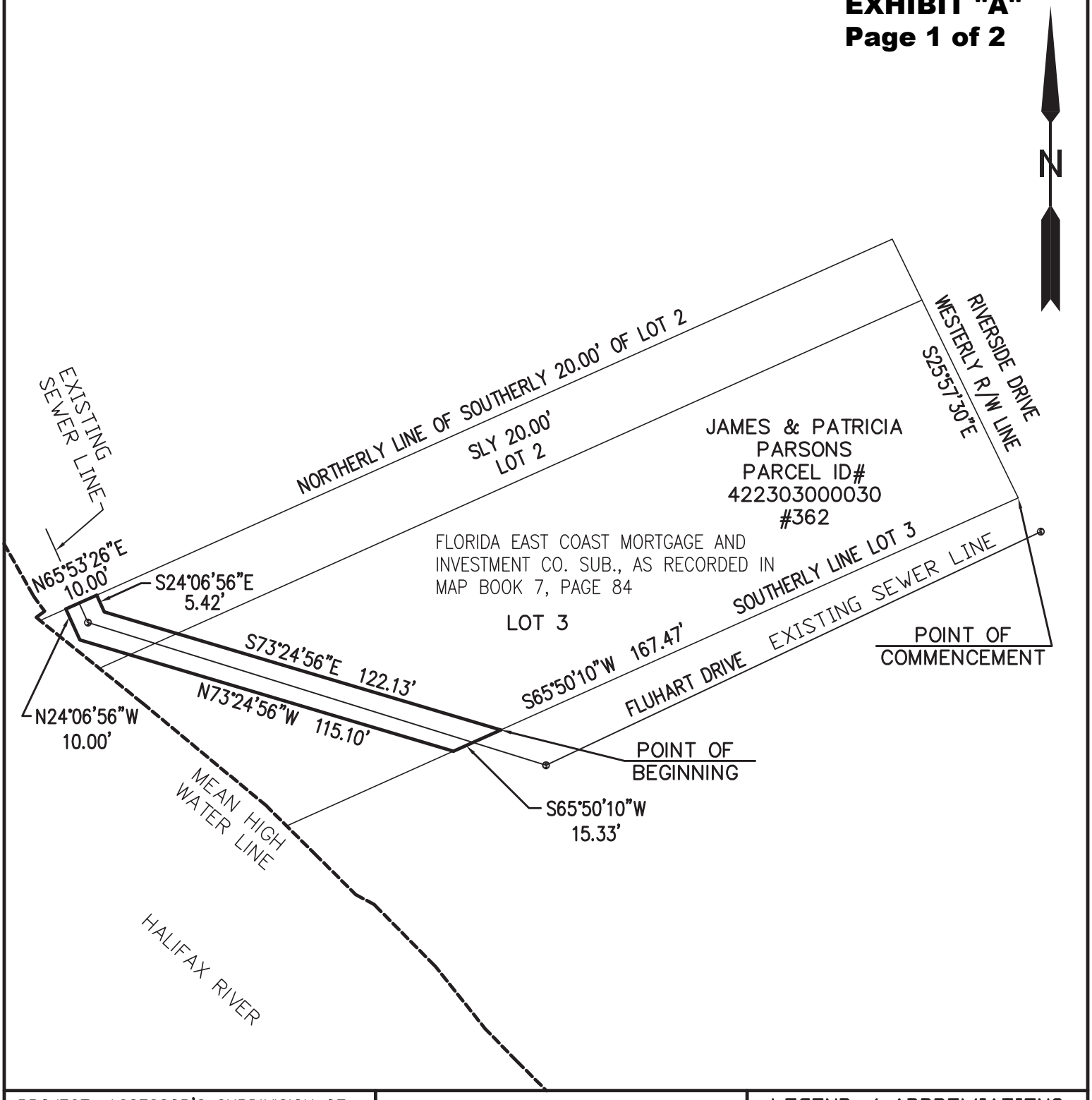
The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by **BILL PARTINGTON** and **JOYCE A. SHANAHAN**, as the Mayor and the City Manager, respectively, of the City of Ormond Beach who are personally known to me.

_____

NOTARY PUBLIC State of Florida-at-large
Official Seal:

SKETCH OF DESCRIPTION

EXHIBIT "A"
Page 1 of 2



PROJECT: ASSESSOR'S SUBDIVISION OF LOWER ORMOND
CLIENT: PATRICIA PARSONS

SCALE: 1"=40'
DATE: 03-6-2023

LEGEND / ABBREVIATIONS	
—	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

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JOB NO. 23-0179 | SHEET 1 OF 2

SKETCH OF DESCRIPTION

EXHIBIT "A"
Page 2 of 2

DESCRIPTION:

A PORTION OF LOT 3 AND THE SOUTHERLY 20' OF LOT 2, FLORIDA EAST COAST MORTGAGE AND INVESTMENT CO. SUB., AS RECORDED IN MAP BOOK 7, PAGE 84, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 3 WITH THE WESTERLY RIGHT OF WAY LINE OF RIVERSIDE DRIVE; THENCE S65°50'10"W ALONG SAID SOUTHERLY LINE, 167.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S65°50'10"W, 15.33 FEET; THENCE N73°24'56"W, 115.10 FEET; THENCE N24°06'56"W, 10.00 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY 20.00 FEET OF SAID LOT 2; THENCE ALONG SAID NORTHERLY LINE N65°53'26"E, 10.00 FEET; THENCE S24°06'56"E, 5.42 FEET; THENCE S73°24'56"E, 122.13 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.

2) BEARING STRUCTURE BASED ON NAD 83 FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE BEARING ON THE WEST LINE OF RIVERSIDE DRIVE, ASSESSOR'S SUBDIVISION OF LOWER ORMOND, BEING S25°57'30"E.

3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 23-0179 FOR PATRICIA PARSONS.

4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.

6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 2.

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:
PATRICIA PARSONS
CITY OF ORMOND BEACH, FLORIDA

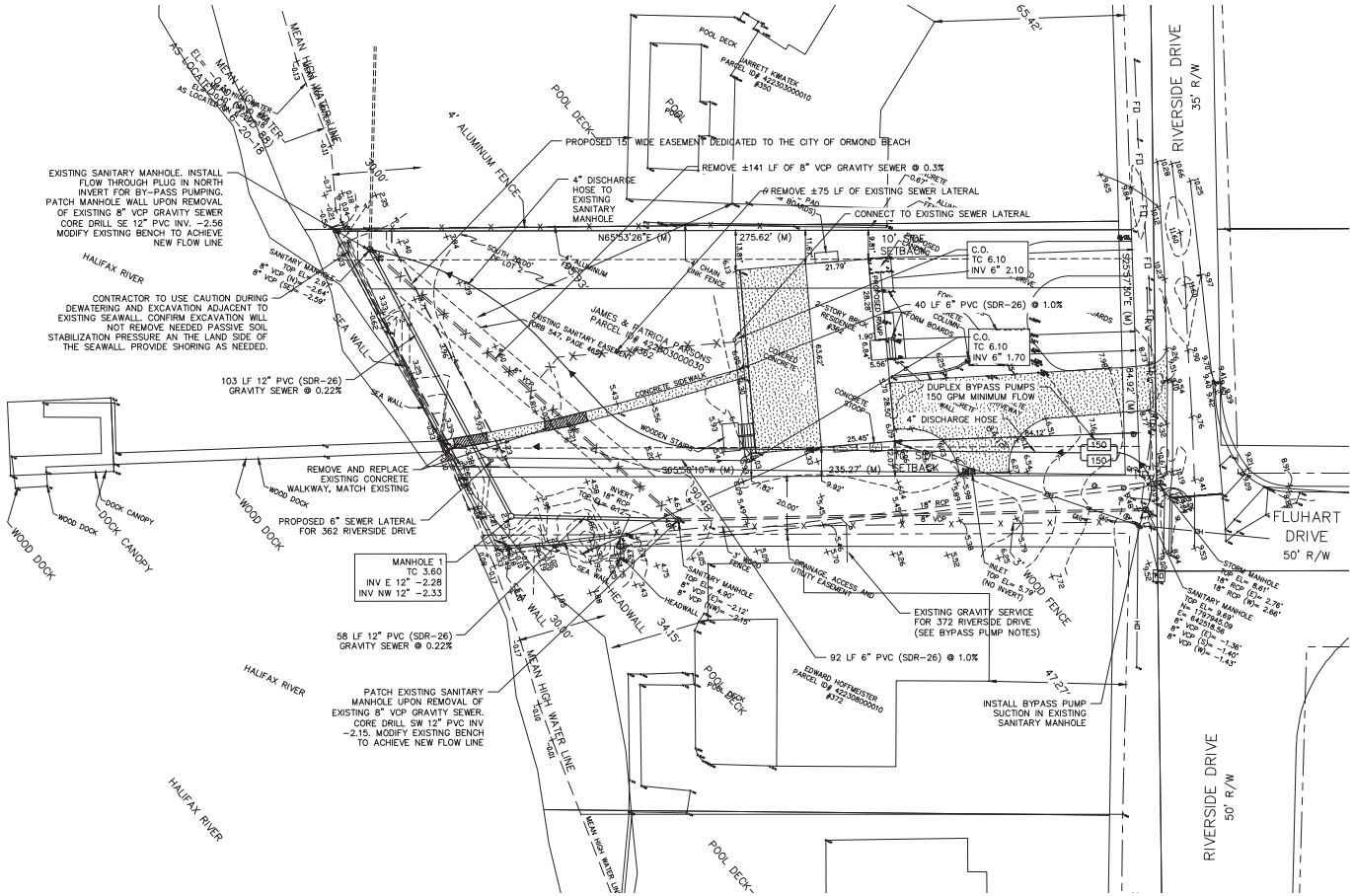
Joseph E Zapert
Digitally signed by Joseph E Zapert
Date: 2023.04.26 10:44:42 -04'00'

J.E. ZAPERT, P.L.S. NO. 4046

PROJECT: ASSESSOR'S SUBDIVISION OF LOWER ORMOND CLIENT: PATRICIA PARSONS	SCALE: 1"=40' DATE: 03-6-2023	JOB NO. 23-0179	SHEET 2 OF 2

362 Riverside Drive





GRAPHIC SCALE

0 10 20 40 60

SCALE: 1" = 20'

BYPASS NOTES:

1. CONTRACTOR TO PROVIDE BYPASS PUMPING DURING CONSTRUCTION. CONTRIBUTING SERVICE AREA INCLUDES GRAVITY COLLECTION OF APPROXIMATELY 35 SINGLE FAMILY HOMES OVER APPROXIMATELY 14.5 ACRES. PEAK FLOWS ARE ESTIMATED TO BE LESS THAN 100 GPM.
2. BYPASS SYSTEM TO INCLUDE TWO (2) PUMPS, EACH CAPABLE OF PUMPING 100 GPM.
3. CONTRACTOR SHALL CONFIRM THAT SEWER FLOW FROM 372 RIVERSIDE DRIVE WILL BE PUMPED BY THE BYPASS PUMPS. CONTRACTOR TO NOTIFY 372 RESIDENCE AND PROVIDE PRIMARY CONTACT PERSON FOR THE BYPASS PUMP SYSTEM. CONTRACTOR SHALL VISUALLY INSPECT CLEANOUT EVERY 24 HOURS TO CONFIRM SEWER SERVICE TO 372 RIVERSIDE IS MAINTAINED DURING BYPASS PERIOD.
4. BYPASS PUMPS SHALL HAVE SOUND ATTENUATION TO BE LESS THAN 55 DBA TO MEET THE CITY OF ORMOND BEACH CODE 14-30.1.
5. BYPASS SHALL HAVE CELLULAR ALARM CALL-OUT TO CONTRACTOR IN THE EVENT OF HIGH LEVEL.

GENERAL CONSTRUCTION NOTES:

1. REGRADE AND SOD ALL DISTURBED AREAS TO MATCH EXISTING
2. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH ALL GOVERNING STANDARDS, SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS.
3. UTILITIES & STRUCTURES AS SHOWN ON PLANS HAVE BEEN LOCATED FROM AVAILABLE RECORDS, BUT IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL UTILITIES AND STRUCTURES TO BE ENCOUNTERED IN THE WORK AND TO AVOID CONFLICT WITH EXISTING FACILITIES.
4. THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING FEATURES.
5. THE CONTRACTOR SHALL CONTACT THE ENGINEER'S OFFICE IMMEDIATELY ON ANY CONFLICTS ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.
6. THE CONTRACTOR SHALL PROVIDE FORTY-EIGHT (48) HOURS NOTICE TO THE VARIOUS UTILITY OWNERS PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL CONDUCT HIS WORK AS TO INSURE LEAST POSSIBLE OBSTRUCTION TO TRAFFIC AND INCONVENIENCE TO THE GENERAL PUBLIC AND THE RESIDENTS IN THE VICINITY OF THE WORK AND TO INSURE THE PROTECTION OF PERSONS AND PROPERTY. NO ROAD TO BE CLOSED TO THE PUBLIC EXCEPT WITH THE APPROVAL OF THE ENGINEER AND THE PROPER GOVERNMENTAL AUTHORITY.
8. THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS WHICH MAY BE DISTURBED BY CONSTRUCTION AND TO ASSURE ACCURATE HORIZONTAL AND VERTICAL CONTROLS DURING CONSTRUCTION.
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND THE CONTRACTOR'S EXPENSE TO PROVIDE THE CONSULTING ENGINEER WITH "AS-BUILT" DRAWINGS OF CONSTRUCTION. DRAWINGS SHALL CONTAIN SPECIFIC LOCATION OF ALL WATER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS, VALVES AND SERVICE.
10. ADEQUATE EXCAVATION, SHEATING, SHORING, DEWATERING AND BRACING SHALL BE PROVIDED AND SHALL CONFORM TO CONSTRUCTION REQUIREMENTS AS SET FORTH BY THE FEDERAL DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE A REVIEW OF THE SITE TO DETERMINE EXISTING CONDITIONS AND ANYTHING NOT SHOWN ON THESE DRAWINGS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND SHALL NOT CONSTITUTE AN EXTRA UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND OTHER FEATURES AFFECTING HIS WORK PRIOR TO CONSTRUCTION.

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-4891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #26545 E.B. #0001553
EDWARD J. HOFFMEISTER P.E. #73501 L.A. #0001910
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

CITY OF ORMOND BEACH
362 RIVERSIDE DRIVE SEWER REPLACEMENT
ORMOND BEACH * FLORIDA

UTILITY PLAN

2
SHEET NO.

DRAWN BY: ADK

DATE: 04/27/2023

JOB NO. 23-08

SCALE: 1"=20'

Parker Mynchenberg, P.E. 32645
Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2023.04.27 16:21:32 -04'00'

SEAL

Z:\City of Ormond Beach\08 362 Riverside Drive Sewer Relocation - 23-08\DWGs\23-08 362 Riverside Dr Sewer Relocation 04.27.23.dwg 4/27/2023 1:49:42 PM, Allen's PC_AutoCAD PDF (Smallest File).pc3

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 7.J
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-105
Strategic Goal:	Transportation & Community Development - Other		
Department :	Planning & Building		
Subject:	362 Riverside Drive, Sewer Easement Dedication		
Budget Impact:	There is no budget impact associated with the requested public utility, access, and maintenance easement deed acceptance. The property owner is responsible for the costs associated with the relocation of the sewer line.		
Summary:	This is a request from the property owner of 362 Riverside Drive to dedicate a public utility, access, and maintenance easement deed, in the rear yard for a sewer line. The easement deed is to allow the relocation of sewer line within the rear yard of the property. The property owner has submitted a utility plan for the relocation of the sewer line which has been reviewed and approved by the SPRC. The Resolutions for the easement vacation and dedication will not be sent for recording until the sewer line has been relocated and inspections approved by the SPRC.		
Recommended Action:	It is recommended that the City Commission approve the public utility, access, and maintenance easement deed in the rear yard of 362 Riverside Drive with the condition that the sewer line relocation occur prior to the recordation of the Resolution and public utility, access, and maintenance easement deed.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	5/12/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	5/15/2023	

Joyce Shanahan, City Manager	6/1/2023	

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: June 6, 2023

Subject: 362 Riverside Drive, Sewer Easement Dedication

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request from the property owner of 362 Riverside Drive, James Parsons, to dedicate a public utility, access, and maintenance easement deed, in the rear yard for a sewer line. The easement deed is to allow the relocation of sewer line within the rear yard of the property. The property owner has submitted a utility plan for the relocation of the sewer line which has been reviewed and approved by the Site Plan Review Committee (SPRC). The Resolutions for the easement vacation and dedication will not be sent for recording until the sewer line has been relocated and inspections approved by the SPRC.

Background

In 1963, a sewer easement was dedicated at 362 Riverside Drive within the rear yard that bisects the property. The current property owner purchased the property in 2022 and desires to make improvements in the rear yard which conflicts with the existing sewer line. The property owner is seeking to (1) vacate the existing sewer easement **(previous agenda item)** and (2) dedicate a new public utility, access, and maintenance easement deed **(this agenda item)**. The property owner has submitted a utility plan to the SPRC to relocate the existing sewer line.

Discussion

The purpose of this item is to dedicate a public utility, access, and maintenance easement deed as part of the relocation of the sewer line. The Resolution has been conditioned to require the completion of the utility improvements before the Resolution and public utility, access, and maintenance easement deed are recorded.

Budget Impact

There is no budget impact associated with the requested public utility, access, and maintenance easement deed acceptance. The property owner is responsible for the costs associated with the relocation of the sewer line.

Citizen Impact

There is no citizen impact anticipated with the proposed public utility, access, and maintenance easement deed. The relocated sewer line would allow additional use of the rear yard land area of 362 Riverside Drive.

Recommendation

It is recommended that the City Commission approve the public utility, access, and maintenance easement deed in the rear yard of 362 Riverside Drive with the condition that the sewer line relocation occur prior to the recordation of the Resolution and public utility, access, and maintenance easement deed.

Attachments:

1. 23-105 362 Riverside Drive - Sewer Dedication (P23-0100G)
2. 362 Riverside Drive Dedication
3. Exhibit A, legal description
4. Exhibit B, Proposed Easement
5. 362 Riverside Drive, site aerial
6. C002-UTILITY

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: May 12, 2023

Claire Whitley, Assistant City Manager — Date: May 15, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: June 01, 2023

RESOLUTION NO. 2023-105

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT FROM JAMES C. PARSONS AND CARRIE QUINN FOR PROPERTY LOCATED AT 362 RIVERSIDE DRIVE, IN CONJUNCTION WITH A SEWER RELOCATION PROJECT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on January 8, 1963, a sewer easement was dedicated on the property at 362 Riverside Drive which is recorded in Official Records Book 506, Page 386 of the Public Records of Volusia County, Florida; and

WHEREAS, the property owners, James C. Parsons and Carrie Quinn, desire to move the existing sewer line on the property at 362 Riverside Drive requiring an easement vacation and easement dedication; and

WHEREAS, an application has been submitted to the Site Plan Review Committee (SPRC) providing a utility plan showing the relocation of the sewer line and has been determined acceptable; and

WHEREAS, the sewer easement release and dedication shall be conditioned on the construction of the new sewer line and abandonment of the existing sewer line to be permitted and inspected by the SPRC; and

WHEREAS, the easement dedication shall not be recorded until the SPRC has accepted the construction of the new sewer line; now therefore,

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

SECTION ONE. The City Commission hereby approves and accepts that Public Utility, Access and Maintenance Easement ("Easement") from James C. Parsons and Carrie Quinn, the property owners, on property located at 362 Riverside Drive, Ormond Beach, Volusia County, Florida (Volusia County Parcel ID # 4223-03-00-0030), in conjunction with the relocation of an existing sewer line on a single-family lot, a copy of the Easement is attached hereto and incorporated herein by reference.

SECTION TWO. A certified copy of this Resolution, and the executed original Public Utility, Access and Maintenance Easement, shall be recorded in the public records of Volusia County, Florida once the sewer relocation has been accepted by the Site Plan Review Committee.

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

APPROVED AND AUTHENTICATED this 6th day of June, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:
RANDAL A. HAYES, ESQUIRE
Florida Bar No. 0747157
173 South Beach Street
Post Office Box 277
Ormond Beach, FL 32175
Location: 362 Riverside Drive
A Portion of Parcel ID#: 4223-03-00-0030

PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **JAMES C PARSONS AND CARRIE QUINN,** husband and wife, whose post office address is 362 Riverside Drive, Ormond Beach, Volusia County, Florida, 32176 ("Grantors"), in consideration of ten dollars ($10.00) and other valuable consideration receipt whereof is hereby acknowledged, does hereby grant and convey unto the **CITY OF ORMOND BEACH**, a Florida municipal corporation, whose mailing address is Post Office Box 277, Ormond Beach, Volusia County, Florida, 32175, and its successors and assigns, ("Grantee"), a perpetual and exclusive easement for public utility, access and maintenance purposes over and upon that real property situated in Ormond Beach, Volusia County, Florida, and being legally described in Exhibit "A" attached hereto and incorporated herein by reference, said easement area being legally described in Exhibit "B" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same unto the said Grantee and its successors and assigns, together with the right to enter upon said lands to maintain the public utilities thereon and thereunder, together with all such fills, cuts, drains, ditches, and other incidents which the said Grantee may deem necessary or convenient in connection therewith.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, said Grantors have hereunto set their hand and seal this _____ day of _____, _____.

Witnesses:

_____ _____

Print Name: _____ **JAMES C. PARSONS**

_____

Print Name: _____

Witnesses:

_____ _____

Print Name: _____ **CARRIE QUINN**

_____

Print Name: _____

STATE OF FLORIDA)
)ss:
COUNTY OF VOLUSIA)

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared **JAMES C PARSONS AND CARRIE QUINN**, who are personally known to me or who did produce _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, _____.

_____

NOTARY PUBLIC State of Florida
Official Seal:

EXHIBIT "A"

LEGAL DESCRIPTION
(from deed recorded April 8, 2022, Book 8234, Page 2189)

That portion of Lot 3 and the Southerly 20 feet of Lot 2, lying Westedy of Riverside Drive, of East Coast Mortgage and Investment Company's Subdivision of Lot 4, Assessor's Lower Ormond Beach, as recorded in Map Book 7, Page 84, Public Records of Volusia County, Florida .

LOCATION MAP



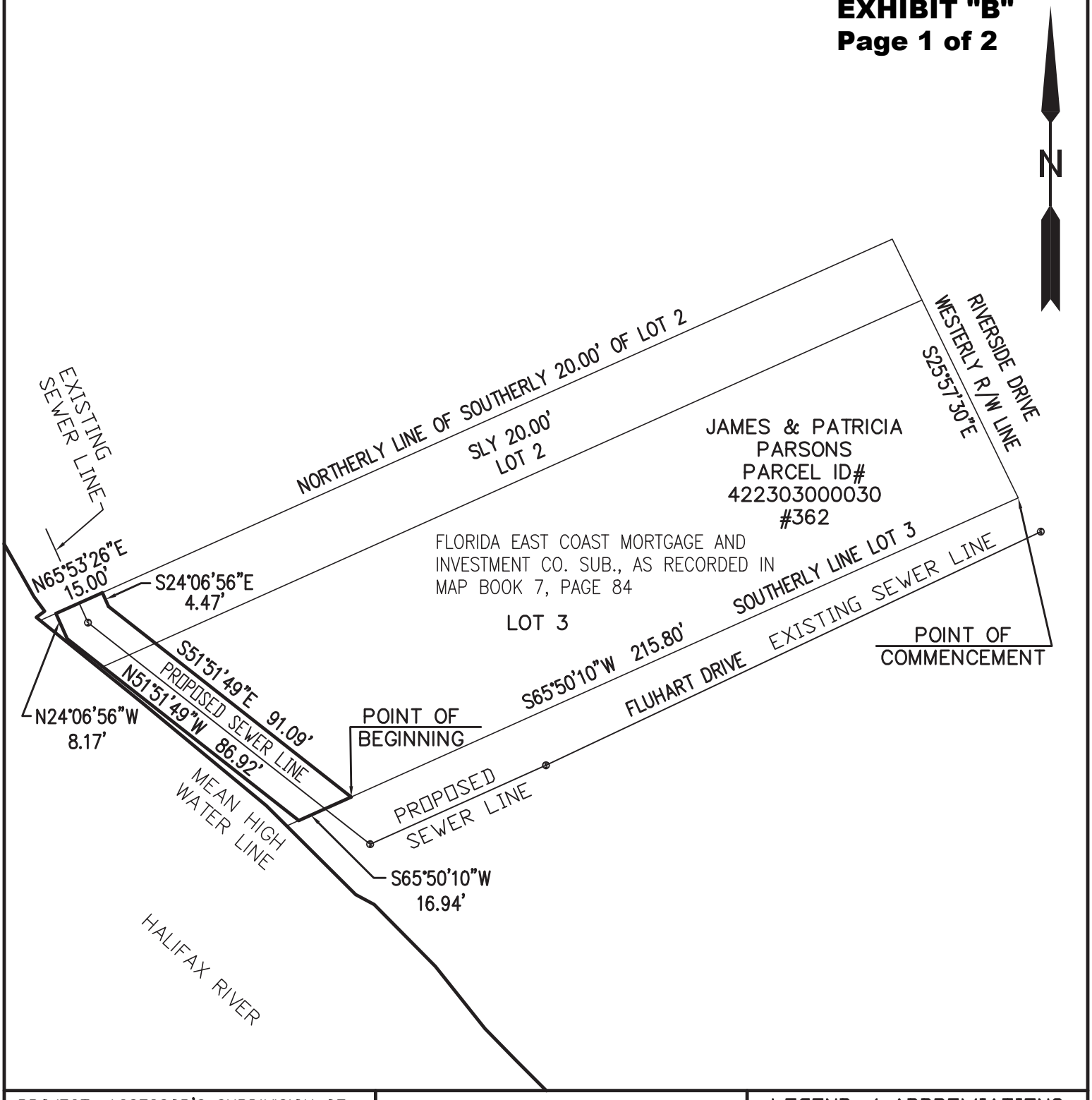
PARCEL ID: 4223-03-00-0030

OWNER: JAMES C. PARSONS AND CARRIE QUINN

ADDRESS: 362 RIVERSIDE DRIVE, ORMOND BEACH, FL 32176

SKETCH OF DESCRIPTION

EXHIBIT "B"
Page 1 of 2



PROJECT: ASSESSOR'S SUBDIVISION OF LOWER ORMOND
CLIENT: PATRICIA PARSONS

SCALE: 1"=40'
DATE: 03-6-2023

LEGEND / ABBREVIATIONS	
—	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

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(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

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JOB NO. 23-0179 | SHEET 1 OF 2

SKETCH OF DESCRIPTION

EXHIBIT "B"
Page 2 of 2

DESCRIPTION:

A PORTION OF LOT 3 AND THE SOUTHERLY 20' OF LOT 2, FLORIDA EAST COAST MORTGAGE AND INVESTMENT CO. SUB., AS RECORDED IN MAP BOOK 7, PAGE 84, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 3 WITH THE WESTERLY RIGHT OF WAY LINE OF RIVERSIDE DRIVE; THENCE S65°50'10"W ALONG SAID SOUTHERLY LINE, 215.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S65°50'10"W, 16.94 FEET; THENCE N51°51'49"W, 86.92 FEET; THENCE N24°06'56"W, 8.17 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY 20.00 FEET OF SAID LOT 2; THENCE ALONG SAID NORTHERLY LINE N65°53'26"E, 15.00 FEET; THENCE S24°06'56"E, 4.47 FEET; THENCE S51°51'49"E, 91.09 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.

2) BEARING STRUCTURE BASED ON NAD 83 FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE BEARING ON THE WEST LINE OF RIVERSIDE DRIVE, ASSESSOR'S SUBDIVISION OF LOWER ORMOND, BEING S25°57'30"E.

3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 23-0179 FOR PATRICIA PARSONS.

4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.

6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 2.

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:
PATRICIA PARSONS
CITY OF ORMOND BEACH, FLORIDA

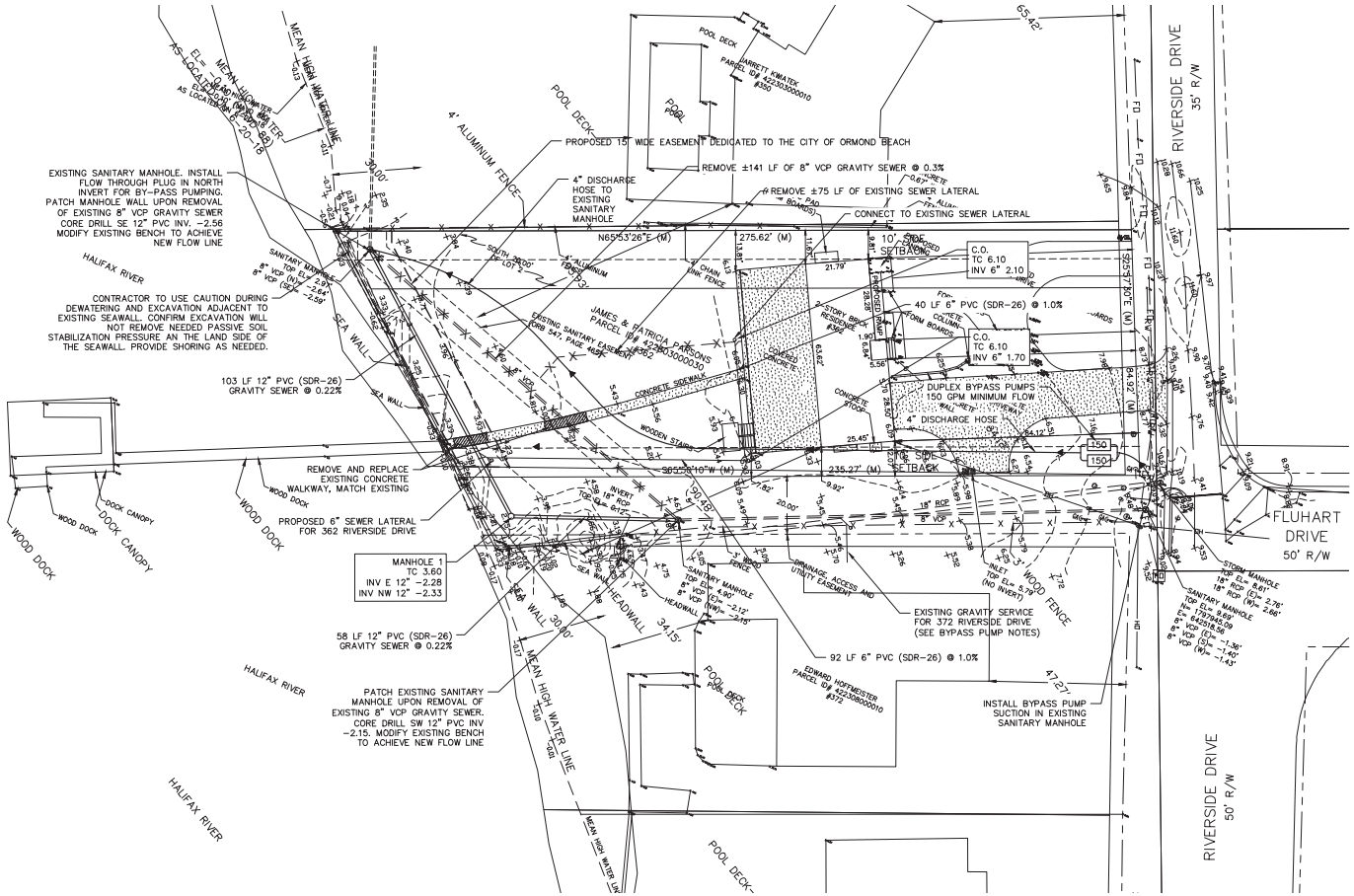
Joseph E Zapert
Digitally signed by Joseph E Zapert
Date: 2023.04.26 10:45:37 -04'00'

J.E. ZAPERT, P.L.S. NO. 4046

PROJECT: ASSESSOR'S SUBDIVISION OF LOWER ORMOND CLIENT: PATRICIA PARSONS	SCALE: 1"=40' DATE: 03-6-2023	JOB NO. 23-0179	SHEET 2 OF 2

362 Riverside Drive





GRAPHIC SCALE

0 10 20 40 60

SCALE: 1" = 20'

BYPASS NOTES:

1. CONTRACTOR TO PROVIDE BYPASS PUMPING DURING CONSTRUCTION. CONTRIBUTING SERVICE AREA INCLUDES GRAVITY COLLECTION OF APPROXIMATELY 35 SINGLE FAMILY HOMES OVER APPROXIMATELY 14.5 ACRES. PEAK FLOWS ARE ESTIMATED TO BE LESS THAN 100 GPM.
2. BYPASS SYSTEM TO INCLUDE TWO (2) PUMPS, EACH CAPABLE OF PUMPING 100 GPM.
3. CONTRACTOR SHALL CONFIRM THAT SEWER FLOW FROM 372 RIVERSIDE DRIVE WILL BE PUMPED BY THE BYPASS PUMPS. CONTRACTOR TO NOTIFY 372 RESIDENCE AND PROVIDE PRIMARY CONTACT PERSON FOR THE BYPASS PUMP SYSTEM. CONTRACTOR SHALL VISUALLY INSPECT CLEANOUT EVERY 24 HOURS TO CONFIRM SEWER SERVICE TO 372 RIVERSIDE IS MAINTAINED DURING BYPASS PERIOD.
4. BYPASS PUMPS SHALL HAVE SOUND ATTENUATION TO BE LESS THAN 55 DBA TO MEET THE CITY OF ORMOND BEACH CODE 14-30.1.
5. BYPASS SHALL HAVE CELLULAR ALARM CALL-OUT TO CONTRACTOR IN THE EVENT OF HIGH LEVEL.

GENERAL CONSTRUCTION NOTES:

1. REGRADE AND SOD ALL DISTURBED AREAS TO MATCH EXISTING
2. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH ALL GOVERNING STANDARDS, SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS.
3. UTILITIES & STRUCTURES AS SHOWN ON PLANS HAVE BEEN LOCATED FROM AVAILABLE RECORDS, BUT IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL UTILITIES AND STRUCTURES TO BE ENCOUNTERED IN THE WORK AND TO AVOID CONFLICT WITH EXISTING FACILITIES.
4. THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING FEATURES.
5. THE CONTRACTOR SHALL CONTACT THE ENGINEER'S OFFICE IMMEDIATELY ON ANY CONFLICTS ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.
6. THE CONTRACTOR SHALL PROVIDE FORTY-EIGHT (48) HOURS NOTICE TO THE VARIOUS UTILITY OWNERS PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL CONDUCT HIS WORK AS TO INSURE LEAST POSSIBLE OBSTRUCTION TO TRAFFIC AND INCONVENIENCE TO THE GENERAL PUBLIC AND THE RESIDENTS IN THE VICINITY OF THE WORK AND TO INSURE THE PROTECTION OF PERSONS AND PROPERTY. NO ROAD TO BE CLOSED TO THE PUBLIC EXCEPT WITH THE APPROVAL OF THE ENGINEER AND THE PROPER GOVERNMENTAL AUTHORITY.
8. THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS WHICH MAY BE DISTURBED BY CONSTRUCTION AND TO ASSURE ACCURATE HORIZONTAL AND VERTICAL CONTROLS DURING CONSTRUCTION.
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND THE CONTRACTOR'S EXPENSE TO PROVIDE THE CONSULTING ENGINEER WITH "AS-BUILT" DRAWINGS OF CONSTRUCTION. DRAWINGS SHALL CONTAIN SPECIFIC LOCATION OF ALL WATER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS, VALVES AND SERVICE.
10. ADEQUATE EXCAVATION, SHEATING, SHORING, DEWATERING AND BRACING SHALL BE PROVIDED AND SHALL CONFORM TO CONSTRUCTION REQUIREMENTS AS SET FORTH BY THE FEDERAL DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE A REVIEW OF THE SITE TO DETERMINE EXISTING CONDITIONS AND ANYTHING NOT SHOWN ON THESE DRAWINGS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND SHALL NOT CONSTITUTE AN EXTRA UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND OTHER FEATURES AFFECTING HIS WORK PRIOR TO CONSTRUCTION.

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-4891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #26545 E.B. #0001553
ERIC J. MYNCHENBERG P.E. #26545 L.A. #0001910
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

CITY OF ORMOND BEACH
362 RIVERSIDE DRIVE SEWER REPLACEMENT
ORMOND BEACH * FLORIDA

UTILITY PLAN

2
SHEET NO.

DRAWN BY: ADK

DATE: 04/27/2023

JOB NO. 23-08

SCALE: 1"=20'

Parker Mynchenberg, P.E. 32645
Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2023.04.27 16:21:32 -04'00'

SEAL

Z:\City of Ormond Beach\08 362 Riverside Drive Sewer Relocation - 23-08\DWGs\23-08 362 Riverside Dr Sewer Relocation 04.27.23.dwg 4/27/2023 1:49:42 PM, Allen's PC_AutoCAD PDF (Smallest File).pc3

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 7.K
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-106
Strategic Goal:	Economic Development - Other		
Department :	Economic Development - Airport		
Subject:	Authorization of Fixed Base Operator Category 2, Ormond Beach Municipal Airport		
Budget Impact:	Approval of this FBO request will have no budgetary impact.		
Summary:	This is a Resolution authorizing Fixed Base Operator (FBO) Category 2 status for Low and Slow Aviation, LLC at the Ormond Beach Municipal Airport. Approval of this request will permit a new, local business to begin small scale, specialized flight training operations at the airport.		
Recommended Action:	Staff recommends approval of the attached resolution authorizing Fixed Base Operator Category 2 status for Low and Slow Aviation, LLC.		
Staff Contact:	Steven Lichliter, Airport Manager, (386) 615-7019		

Approval:

Kelly McGuire, Finance Director	5/15/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	5/17/2023	
Joyce Shanahan, City Manager	6/1/2023	Joyce Shanahan

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Lichliter, Airport Manager

Date: June 6, 2023

Subject: Authorization of Fixed Base Operator Category 2, Ormond Beach Municipal Airport

Commission Goal: Economic Development - Other

Introduction

This is a Resolution authorizing Fixed Base Operator (FBO) Category 2 status for Low and Slow Aviation, LLC at the Ormond Beach Municipal Airport.

Background

Low and Slow Aviation, LLC (LSA) dba CubFlying.com is a Florida Limited Liability Corporation located at 72 Hangar Way in Ormond Beach. LSA leases and occupies office and classroom space within the hangar facilities of an existing FBO at the airport, Ormond Aircraft Brokers (OAB), including an approved bathroom. LSA is applying for FBO Category 2 status as the company intends to function as a specialized, small scale flight training and aircraft rental business, typically serving only one student at a time. Staff interviewed the applicant, Mr. Daryl Hickman and Mr. Steve Searle of OAB, to assess the ability of LSA to meet the financial and technical ability requirements for FBO Category 2, details of the qualifications of the individuals who will be principally engaged in providing Category 2 services are included with the application.

Discussion

Ormond Beach City Code requires the following for Category 2 FBO status:

Sec. 3.3-61. - Category 2: Flight instruction and aircraft rental.
A fixed base operator in this category shall:

1. Have available on a full-time employment basis a minimum of one (1) currently certified instructor pilot;
2. Provide, and at all times maintain, an aircraft currently certified and continuously airworthy, and owned or leased by and under the exclusive control of this fixed

base operator;
3. Lease or provide, under terms acceptable to the city, for this exclusive use a minimum of five hundred (500) square feet of separated classroom and office space;
4. Provide a public telephone and sanitary public restrooms;
5. Ensure that personnel operating rental equipment obtained from the fixed base operator possess appropriate and current approved Federal Aviation Administration pilot and medical certificates. (Ord. No. 93-50, § 2, 11-3-93)

In addition to the items listed above, the City Code further states that a fixed base operator must meet the following minimum standards:

- Execution of a written lease for not less than three (3) years; and
- Technical and financial ability to perform the proposed services before any lease of airport property for such an operation shall be executed.

A copy of the lease agreement between the City and OAB for the hangar parcel is included with the FBO application. A copy of the lease agreement between LSA and OAB is also included.

Corporate records and financial data provided for LSA, coupled with the hangar parcel lease agreement and the statement of technical ability by the applicant support an assessment that the applicant has met the minimum standards and is capable of proceeding with the FBO business plan, as presented.

In accordance with Section 3.3-48 of the Code of Ordinances, the Airport Manager has determined that LSA meets all of the requirements for FBO Category 2 for their intended use of that designation.

Budget Impact

Approval of this FBO request will have no budgetary impact.

Citizen Impact

Approval of this FBO request will permit a new, Ormond Beach based business to begin small scale, specialized flight training operations. This FBO designation request does not address the subject of aircraft noise abatement, because the City has no legal authority to impose restrictions regarding aircraft noise or noise abatement procedures.

Recommendation

Staff recommends approval of the attached resolution authorizing Fixed Base Operator Category 2 status for Low and Slow Aviation, LLC.

Attachments:

1. 23-106 FBO Cat 2 - Low and Slow Aviation, LLC (P23-0096G)

2. LSA FBO2 Application (Exhibit A)
3. 72 Hangar Way_OAB Lease
4. 72 Hangar Way_LSA Lease

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: May 15, 2023

Claire Whitley, Assistant City Manager — Date: May 17, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: June 01, 2023

RESOLUTION NO. 2023-106

A RESOLUTION APPROVING THE APPLICATION OF LOW AND SLOW AVIATION LLC d/b/a/ CUBFLYING.COM, TO PROVIDE SERVICES AS A CATEGORY 2 FIXED BASE OPERATOR AT THE ORMOND BEACH MUNICIPAL AIRPORT; ESTABLISHING CONDITIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Low and Slow Aviation LLC, a Florida limited liability company, d/b/a CubFlying.com, has submitted an application to establish an operation at the Ormond Beach Municipal Airport ("the Airport") as a "fixed base operator" in Category 2, as set forth in Division 2, Article IV, Chapter 3.3, *Code of Ordinances*, and

WHEREAS, the Airport Manager has determined that all requirements have been met and recommends approval of the application, and

WHEREAS, the City Commission concurs with the recommendation of Airport Manager, now therefore,

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

SECTION ONE. The application of Low and Slow Aviation LLC, a Florida limited liability company, d/b/a CubFlying.com, to establish an operation at the Airport as a "fixed base operator" in Category 2 Flight instruction and aircraft rental, a copy of said application is attached hereto as Exhibit "A" and incorporated herein by reference, be and the same is hereby approved.

SECTION TWO. Low and Slow Aviation LLC fully complies with all applicable provisions of Chapter 3.3, *Code of Ordinances*, specifically including section 3.3-61 thereof, as the same presently exists or may after be amended.

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

APPROVED AND AUTHENTICATED this 6th day of June, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

APPLICATION FOR FIXED BASE OPERATOR STATUS AT ORMOND BEACH MUNICIPAL AIRPORT

APPLICANT INFORMATION:

Company Name: Low and Slow Aviation LLC
d.b.a. CubFlying.com

Address: 72 HANGAR WAY

ORMOND BEACH, FL 32174

Telephone No.: (386) 2251857 FAX No.: (___) _____

Name & Title of Principals in Company:
Daryl Hickman, OWNER

FIXED BASE OPERATOR CATEGORY BEING APPLIED FOR:

- ☐ Category 1: Sale of aviation & petroleum products & ramp services
- ☒ Category 2: Flight instruction & aircraft rental
- ☐ Category 3: Air taxi operators and charter
- ☐ Category 4: Aircraft sales
- ☐ Category 5: Aircraft, engine, propeller & accessory maintenance
- ☐ Category 6: Radio & instrument repair service
- ☐ Category 7: Airship Operations
- ☐ Category 8: Specialized Aviation Service Operation

___ Will the applicant have personnel on full-time duty during normal business hours of 8:00 a.m. to 8:00 p.m. seven (7) days per week and also available on thirty (30) minutes call during other hours?

___ Will the applicant utilize a city assigned ramp tie-down area for a minimum of five (5) transient aircraft; tie-down lines shall be provided and personnel and equipment shall be available to efficiently and safely move and park aircraft?

___ Will the applicant provide for equipment to safely remove disabled aircraft from public landing areas as soon as permitted by authorities, with such removal being at the owner's expense (and the applicant shall exercise due care and diligence in the removal)?

Category 2: Flight instruction & aircraft rental

Y Will applicant have available on a full-time basis a minimum of one (1) currently certified instructor pilot?

Y Will applicant provide, and at all times maintain, an aircraft currently certified and continuously airworthy, and owned or leased by and under the exclusive control of the applicant?

Y Will applicant's facility at the airport provide 500 sq. ft. for the exclusive use of a separated classroom and office space?

Y Will applicant's facility at the airport provide a public telephone and sanitary public restroom?

Y Will applicant ensure that personnel operating rental equipment obtained from the applicant possess appropriate and current approved Federal Aviation Administration pilot and medical certificates?

Category 3: Air taxi operators and charter

___ Will applicant have available on a full-time employment basis a minimum of one (1) properly certified pilot with current commercial and instrument ratings and comply with all Federal Aviation Regulations to applicable air taxi operations?

___ Will applicant's facility at airport provide 800 sq. ft. for the exclusive use of a passenger shelter?

I UNITED STATES OF AMERICA XI

DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION

IV NAME
DARYL LEON HICKMAN

V ADDRESS 241 RIVERSIDE DR UNIT 1404
HOLLY HILL FL 32117-4979

VI NATIONALITY USA	SEX	HEIGHT	WEIGHT	HAIR	EYES
IVa D.O.B. 7 JAN 1967	M	75	208	BROWN	BROWN

IX HAS BEEN FOUND PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

II AIRLINE TRANSPORT PILOT
III CERTIFICATE NUMBER 2767707
X DATE OF ISSUE 21 JAN 2022

XIV
VIII ADMINISTRATOR

DARYL LEON HICKMAN 2767707

XII RATINGS
AIRLINE TRANSPORT PILOT
AIRPLANE SINGLE ENGINE LAND & SEA
COMMERCIAL PRIVILEGES
GLIDER LIGHTER-THAN-AIR BALLOON
XIII LIMITATIONS
ENGLISH PROFICIENT
LIMITED TO HOT AIR BALLOONS WITH AIRBORNE HEATER.

VII SIGNATURE OF HOLDER

I UNITED STATES OF AMERICA XI

DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION

IV NAME
DARYL LEON HICKMAN

V ADDRESS 241 RIVERSIDE DR UNIT 1404
HOLLY HILL FL 32117-4979

VI NATIONALITY USA	SEX	HEIGHT	WEIGHT	HAIR	EYES
IVa D.O.B. 7 JAN 1967	M	75	208	BROWN	BROWN

IX HAS BEEN FOUND PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

II FLIGHT INSTRUCTOR
III CERTIFICATE NUMBER 2767707CFI
X DATE OF ISSUE 21 JAN 2022

XIV
VIII ADMINISTRATOR

DARYL LEON HICKMAN 2767707CFI

XII RATINGS
FLIGHT INSTRUCTOR
AIRPLANE SINGLE ENGINE; GLIDER
XIII LIMITATIONS
VALID ONLY WHEN ACCOMPANIED BY PILOT CERTIFICATE NO. 2767707. EXPIRES: 31 OCT 2023.

VII SIGNATURE OF HOLDER

I UNITED STATES OF AMERICA XI

DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION

IV NAME
DARYL LEON HICKMAN

V ADDRESS 241 RIVERSIDE DR UNIT 1404
HOLLY HILL FL 32117-4979

VI NATIONALITY USA	SEX	HEIGHT	WEIGHT	HAIR	EYES
IVa D.O.B. 7 JAN 1967	M	75	208	BROWN	BROWN

IX HAS BEEN FOUND PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

II GROUND INSTRUCTOR
III CERTIFICATE NUMBER 2767707
X DATE OF ISSUE 21 JAN 2022

XIV
VIII ADMINISTRATOR

DARYL LEON HICKMAN 2767707

XII RATINGS
GROUND INSTRUCTOR
ADVANCED INSTRUMENT
XIII LIMITATIONS

VII SIGNATURE OF HOLDER

I UNITED STATES OF AMERICA XI

DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION

IV NAME
DARYL LEON HICKMAN

V ADDRESS 241 RIVERSIDE DR UNIT 1404
HOLLY HILL FL 32117-4979

VI NATIONALITY USA	SEX	HEIGHT	WEIGHT	HAIR	EYES
IVa D.O.B. 7 JAN 1967	M	75	208	BROWN	BROWN

IX HAS BEEN FOUND PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

II REPAIRMAN LIGHT SPORT AIRCRAFT
III CERTIFICATE NUMBER 2767707
X DATE OF ISSUE 21 JAN 2022

XIV
VIII ADMINISTRATOR

DARYL LEON HICKMAN 2767707

XII RATINGS
REPAIRMAN LIGHT SPORT AIRCRAFT
XIII LIMITATIONS
MAINTENANCE
AIRPLANE

VII SIGNATURE OF HOLDER

I UNITED STATES OF AMERICA XI

DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION

IV NAME
DARYL LEON HICKMAN

V ADDRESS 241 RIVERSIDE DR UNIT 1404
HOLLY HILL FL 32117-4979

VI NATIONALITY USA	SEX	HEIGHT	WEIGHT	HAIR	EYES
IVa D.O.B. 7 JAN 1967	M	75	208	BROWN	BROWN

IX HAS BEEN FOUND PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

II REMOTE PILOT
III CERTIFICATE NUMBER 3903125
X DATE OF ISSUE 21 JAN 2022

XIV
VIII ADMINISTRATOR

U A S

DARYL LEON HICKMAN 3903125

XII RATINGS
REMOTE PILOT
SMALL UNMANNED AIRCRAFT SYSTEM
XIII LIMITATIONS

U A S

VII SIGNATURE OF HOLDER

Business Mission

CubFlying.com provides ground and flight instruction to clients seeking tailwheel and advanced training. The entity utilizes a 2015 American Legend Cub that is fully insured to $1,000,000 of liability. Additionally, the applicant has insurance for non-owned aircraft. The aircraft is maintained to FAA standards and receives all required inspections. The business is operated solely by Daryl L. Hickman, FAA-certificated Gold Seal Flight Instructor with Advanced Ground Instructor certificates.

The business works with only one client at a time.

Applicant Background

The applicant is an FAA certificated Gold Seal Flight Instructor with more than 3,200 hours of flight instruction and 4,500 hours of ground instruction given. To date, the applicant has instructed 486 different individuals in airplane and glider operations. The applicant was the 2016 National Instructor of the Year with the Soaring Society of America.

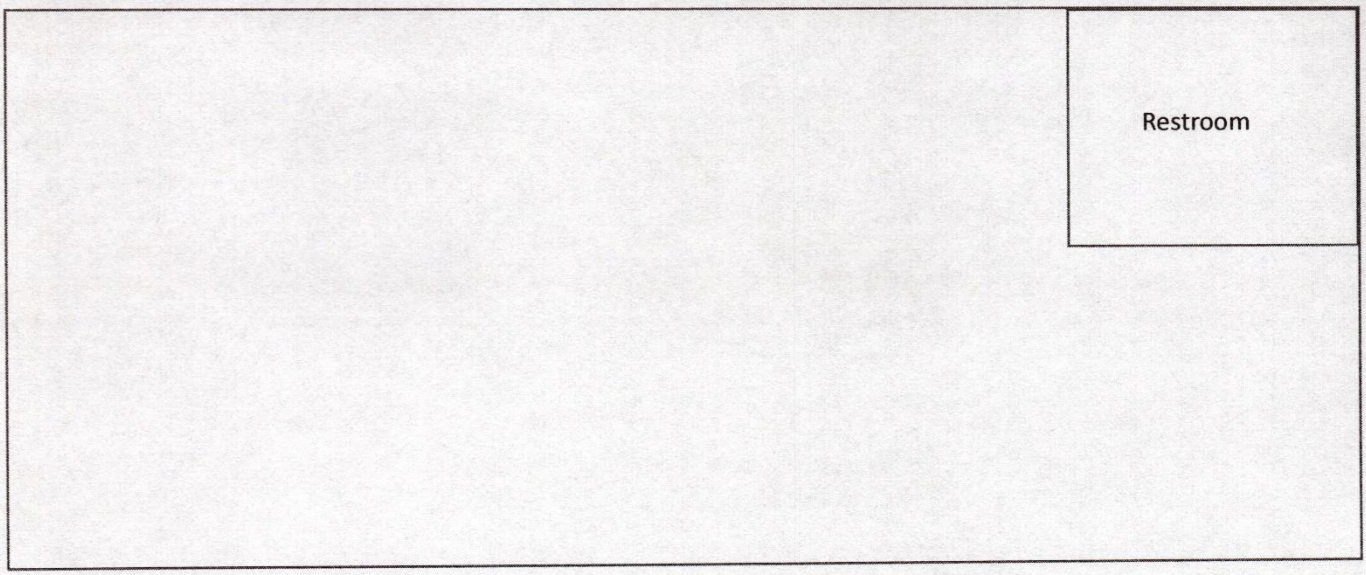
Financial Background

Past 3 Years Gross Income
2020 $25,451.63
2021 $50,724.85
2022 $32,866.92

Project 2 Income
2023 $35,000.00
2024 $35,000.00

Hangar 72

Office/Restroom/Instructional Area (Two Levels)



City of Ormond Beach Commercial Business Tax Receipt Application
22 S. Beach Street Room 104
Ormond Beach, FL 32174
386-676-3233 phone
btonline@ormondbeach.org

( ) **Commercial Location**

(X) New ( ) Transfer name ( ) Transfer owner ( ) Transfer location ( ) Booth/space rental
( ) Other:

Business name as registered with the State (www.sunbiz.org) or State licensed under:
Cub Flying. com (Low and Slow Aviation LLC)
**One exemption to fictitious name registration is use of full legal name, see also Florida Statute 865.09*

Business street address: 72 HANGAR WAY
City: Ormond Beach State: FL Zip: 32174

Business phone number: (386) 225 - 1857 Fax number: ( ) -

Business Federal Employee Identification Number: 83-0941401
**Valid FEIN number or social security number is required by F.S. 205.0535(5)*

Mailing address same as business location: ( ) Yes (X) No
Mailing street address: 323 RIVER VALE LN
City: Ormond Beach State: FL Zip: 32174

Owner name; DARYL HICKMAN
Owner street address: 323 RIVER VALE LN
City: Ormond Beach State: FL Zip: 32174

Owner phone number: (386) 225 - 1857 Cell number: ( ) - SAME

Owner date of birth: 01 / 07 / 1967

Applicant name (if other than owner):
Applicant title: Applicant phone: ( ) -

Contact email: cubcruiser@gmail.com

*Fully describe and list any/all intended uses: FLIGHT INSTRUCTION

*Must be completely described for application to be processed.

Merchant inventory value:_____ # Vendor stickers required:_____
Amusement stickers required:_____ # Landscape/lawn care stickers required:____
Tree pruning stickers required:_____ # Filling station pumps:_____

Days and hours of operation:
Monday 0730-1630 **Tuesday** 0730-1630 **Wednesday** 0730-1630 **Thursday** 0730-1630
Friday 0730-1630 **Saturday** 0730-1630 **Sunday** BY APPT.

Licensed professionals directly employed by business: 1
*If a licensed professional working within the City is not directly employed by a business, the individual employee will need to obtain their own business tax receipt.

***Please attach a copy of your State license (if applicable), also list State license # and issuing agency here:** N/A

Please have a certificate of general liability insurance made out to the City if you provide a service, and attach to this completed application.

Certification

I certify that all the information contained herein is true and correct to the best of my knowledge and belief. If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any business tax receipt/registration issued to me. I acknowledge that the issuance of this business tax receipt is contingent upon complying with the building and fire prevention requirements of the City. Inspections will be performed, and should deficiencies be found that are in conflict with the City code, I understand that the City will not issue the business tax receipt until I (or the owner of the building, if leased) make the required corrections. I understand that should corrections be necessary, I am not permitted to operate this business until those corrections have been made. It is further understood that I must comply with the code of the City of Ormond Beach and failure to correct conditions which are in violation is punished under the code or sufficient cause for revocation of my business tax receipt/registration. I understand that if I engage in a business under a fictitious name, I must comply with the fictitious name statute.

Owner/applicant signature: _____ Date: 4/14/2023

State of _____, County of _____
On this _____ day of _____, _____ before me personally appeared _____ to me known ( ), or has produced identification ( ), as the person who acknowledged the foregoing document.

Notary signature:_____ Notary Seal:

*****Office Use Only*****

Date application received in office:____/____/____ Planning verification attached?: Y N NA, by _____
Date routed to Planning for approval:____/____/____ Planning approval received?: Y N NA, by _____
BFI permit #:_____-_____ BFI inspection approved?: Y N NA
Signage?: Y N NA CO Issued?: Y N NA
All necessary documentation received?: Y N Applicant contacted?: Y N NA, by _____
Items needed:_____
Approval notification made:____/____/____ 30 day follow-up if not picked up:____/____/____
NID notification made:____/____/____ Paperwork scanned and saved:____/____/____

STEPHEN B. SEARLE, JR.
ORMOND AIRCRAFT BROKERS
LEASE

72 Hangar Way

10/26/2007 08:44 AM
Instrument# 2007-241311 # 1
Book: 6145
Page: 3002

FIRST AMENDMENT TO HANGAR LEASE AGREEMENT

BY THIS FIRST AMENDMENT to that certain HANGAR LEASE AGREEMENT dated June 23, 1998, by and between the City of Ormond Beach, Florida, and Stephen B. Searle, Jr. and Diane L. Searle, the undersigned parties do agree as follows:

WITNESSETH:

1. That Article 5, Rental and Other Payments, Paragraph 5.2., Payment of Rentals, Paragraph 5.2.3.2., is hereby amended to hereafter read as follows:

> Beginning on January 1, 2013, in addition to the annual C.P.I. adjustment of the rental payment herein required, the annual rent shall be subject to review and a valuation adjustment every ten years such that the rental payment beginning on January 1, 2013 and every ten years thereafter shall be ten percent (10%) of the appraised value, plus applicable sales tax subject thereto. Such valuation adjustment shall be based upon a reappraisal. The appraisal shall be based on the fair market value of the land, excluding any improvements constructed by the Tenant but including the value of any improvements on the property that the City has constructed and taking into account any restriction on use of the property imposed under the terms of this Lease, or by any governmental authority or agency having jurisdiction over the property and its use. In 2012 the City shall obtain an appraisal at its sole cost and expense for purposes of the initial valuation adjustment and thereafter shall obtain a reappraisal every ten (10) years. The Tenant shall have thirty (30) days from the delivery of the City's appraisal report to notify the City in writing whether it accepts the valuation or desires to obtain its own appraisal at its sole cost and expense. If the Tenant does not advise the City within said thirty (30) day period that it does not accept the appraisal report, said report will be deemed to be accepted by the Tenant and rent will be charged accordingly. If the Tenant obtains its own appraisal and if the two (2) appraisals are within ten percent (10%) of each other, the value will be deemed to be the average of the two (2) appraisals. If the two (2) appraisals are more than ten percent (10%) apart, then the two (2) appraisers will negotiate an acceptable third appraiser, whose appraisal cost will be split equally by the City and the Tenant, who shall value the property at a value which will be no less than the lowest of the two (2) appraisals and no more than the highest appraisal, and which value shall be final and binding on the parties. All appraisals shall be performed by MAI certified appraisers, experienced in the area of airport land appraisals and guided by recognized appraisal standards of the Society of Real Estate Appraisers and standards implemented by the FAA and FDOT relative to airport property.

2. That all remaining provisions of the said Hangar Lease Agreement shall remain in full force and effect.

EXHIBIT TO HANGAR LEASE AGREEMENT

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation under the laws of the State of Florida, hereafter referred to as "the City", and **STEPHEN B. SEARLE, JR.** and **DIANE L. SEARLE**, husband and wife ("the Tenants").

W I T N E S S E T H:

1. The City and the Tenants have entered into that certain written Hangar Lease Agreement dated as of June _____, 1998, (the "Lease") concerning certain real property located in Volusia County, Florida, which property is more particularly described on Exhibit A attached hereto and incorporated herein, whereby, for good and adequate consideration, the City leases to the Tenants and the Tenants take from the City the aforedescribed real property, upon the rents, terms, covenants, and conditions therein contained, which Lease is made a part hereof for all purposes as if fully set forth herein.

2. The term of the Lease shall end on September 30, 2024, and is subject to the Tenants' option to extend the term as therein contained.

3. The City's interest in the property described in Exhibit A attached hereto is not subject to liens for improvements made by the Tenants to or upon the real property affected by the Lease, and such liability is expressly prohibited as contemplated by Section 713.10 of the *Florida Statutes*.

4. This Memorandum of Lease Agreement is not a complete summary of the Lease and the provisions hereof shall not be used in interpreting provisions contained in the Lease. In the event of conflict between this Memorandum of Lease Agreement and the provisions of the Lease, the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease Agreement as of the date indicated below.

WITNESSES:

CITY OF ORMOND BEACH

_____

PRINT: _____

By: _____

DAVE HOOD
Mayor

OBMA5\SEARLE\98MLAE-1\06/16/98 15:10
RESO2\061698\98-104A

_____ Attest: _____

PRINT: _____ **EUGENE MILLER**
As to City of Ormond Beach City Manager

DATED this _____ day of June, 1998

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY that before me on this day, personally appeared **DAVE HOOD** and **EUGENE MILLER**, as the Mayor and the City Manager, respectively for the City, to me known and known to me to be the individuals described in and who executed the foregoing Hangar Lease Agreement and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State above named this _____ day of June, 1998.

_____
NOTARY PUBLIC
My Commission Expires:

WITNESSES:

_____ _____

PRINT: _____ **STEPHEN B. SEARLE, JR.**

_____ _____

PRINT: _____ **DIANE L. SEARLE**
As to Stephen B. Searle, Jr., and
Diane L. Searle

DATED this _____ day of June, 1998

OBMA5\SEARLE\98MLAE-1\06/16/98 15:10
RESO2\061698\98-104A

STATE OF FLORIDA

COUNTY OF VOLUSIA

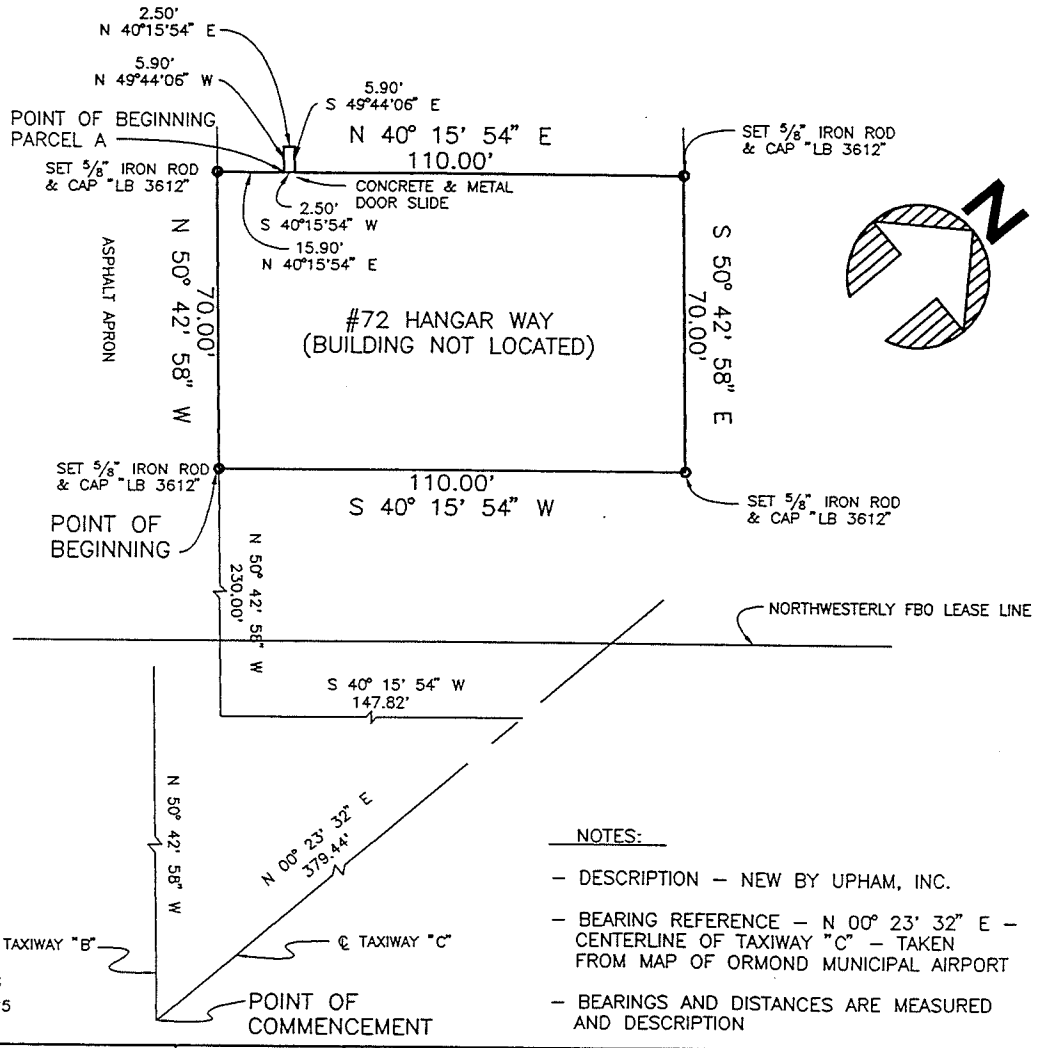
I HEREBY CERTIFY that before me on this day, personally appeared, **STEPHEN B. SEARLE, JR.**, and **DIANE L. SEARLE**, the Tenants herein, to me known and known to me to be the individuals described in and who executed the foregoing Hangar Lease Agreement and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State above named this _____ day of June, 1998.

_____

NOTARY PUBLIC
My Commission Expires:

OBMA5\SEARLE\98MLAE-1\06/16/98 15:10
RESO2\061698\98-104A



REVISED LEGAL DESCRIPTION 6/16/98
REVISED LEGAL DESCRIPTION 12/21/95
REVISED LEGAL DESCRIPTION 10/6/95

NOTES:

- DESCRIPTION – NEW BY UPHAM, INC.
- BEARING REFERENCE – N 00° 23' 32" E – CENTERLINE OF TAXIWAY "C" – TAKEN FROM MAP OF ORMOND MUNICIPAL AIRPORT
- BEARINGS AND DISTANCES ARE MEASURED AND DESCRIPTION

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 7 AND 44, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER-LINES OF TAXIWAY "B" AND "C", SAID TAXIWAY "B" HAVING A BEARING OF N 50° 42' 58" W AND SAID TAXIWAY "C" HAVING A BEARING OF N 00° 23' 32" E AT THE ORMOND BEACH MUNICIPAL AIRPORT; THENCE N 00° 23' 32" E ALONG THE SAID CENTERLINE OF TAXIWAY "C" A DISTANCE OF 379.44 FEET TO THE NORTHWESTERLY EDGE OF AN ASPHALT PAVED APRON; THENCE S 40° 15' 54" W ALONG SAID APRON EDGE A DISTANCE OF 147.82 FEET TO THE NORTHEASTERLY EDGE OF AN ASPHALT PAVED APRON; THENCE N 50° 42' 58" W ALONG SAID APRON EDGE A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 50° 42' 58" W ALONG SAID APRON EDGE A DISTANCE OF 70.00 FEET; THENCE N 40° 15' 54" E A DISTANCE OF 110.00 FEET; THENCE S 50° 42' 58" E A DISTANCE OF 70.00 FEET; THENCE S 40° 15' 54" W A DISTANCE OF 110.00 FEET TO THE NORTHEASTERLY EDGE OF SAID ASPHALT APRON AND THE POINT OF BEGINNING, CONTAINING 0.18 ACRES, MORE OR LESS. TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL A:

PARCEL A

COMMENCE AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, THENCE N 40°15'54" E ALONG THE NORTHERLY LINE THEREOF A DISTANCE OF 15.90 FT. TO THE POINT OF BEGINNING OF PARCEL A; THENCE N 49°44'06" W A DISTANCE OF 5.90 FT.; THENCE N 40°15'54" E A DISTANCE OF 2.50 FT.; THENCE S 49°44'06" E A DISTANCE OF 5.90 FT. TO THE SIAD NORTHERLY LINE OF THE AFOREDESCRIBED PARCEL; THENCE S 40°15'54" W ALONG SAID NORTHERLY LINE A DISTANCE OF 2.50 FT. TO THE POINT OF BEGINNING.

CERTIFIED TO:
CITY OF ORMOND BEACH

WO#
940182
950462

DRAWING FILE NAME:OBAIRPTB
DISC: 272

OFFICE WORK BY : B G J
DATE: 4/25/94

FIELD WORK BY: M C
DATE: 4/26/94

SCALE:
1" = 30'

FLOOD PLANE CERTIFICATION ACCORDING TO THE F.I.R.M./ MAP, COMMUNITY-PANEL NUMBER:
DATED :
THE PROPERTY APPEARS TO BE FLOOD ZONES _____ AND _____, AND THE BASE 100 YEAR FLOOD ELEVATION IS _____ MEAN SEA LEVEL.

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MIMIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 21 HH-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William S Hart

NOT VALID UNLESS SIGNED AND STAMPED WITH EMBOSSED SEAL WILLIAM S HART

TYPE OF SURVEY:
BOUNDARY

PSM NO.
3905

FILE:
0-96-02

Upham, Inc.
Organization of Engineers & Surveyors
265 KENILWORTH AVENUE
POST OFFICE BOX 1105
ORMOND BEACH, FL 32174
(904)672-9515 FAX/673-6554

EXHIBIT A

ASSIGNMENT OF LEASE AND CONSENT TO ASSIGNMENT

This instrument executed this 26th day of April, 1995, by and between BLUE SKY RENTAL, INC., ("Blue Sky"); SUN BANK OF VOLUSIA COUNTY, a Florida Banking corporation ("Sun Bank") and CITY OF ORMOND BEACH, a Florida Municipal corporation ("City").

BACKGROUD FACTS

1. On April 26, 1995, Blue Sky executed and delivered a Promissory Note to Sun Bank in the original principal sum of TWO HUNDRED FORTY THOUSAND DOLLARS 00/100 ($240,000.00) secured by, among other matters, a Mortgage of a leasehold interest owned by Blue Sky arising out of a Lease between Blue Sky and City dated January 4, 1995, and evidenced by that certain Memorandum Of Lease Agreement dated January 4, 1995, filed for record on January 9, 1995 and recorded in Official Records Book 3975 at Page 4318 of the Public Records of Volusia County, Florida (the "Leasehold").

2. The fee title to the real property in respect to the Leasehold is owned by City and pursuant to the terms of the Lease, the City must consent to the Assignment and Mortgage of the Leasehold.

3. The purpose of this instrument is to evidence the Assignment of the Leasehold and consent by the City to the Mortgage and Assignment of the Leasehold.

TERMS OF ASSIGNMENT

FOR VALUABLE CONSIDERATION RECEIVED, the parties to this instrument agree as follows:

4. The facts which are set forth above are true and correct and are incorporated herein by reference.

5. Blue Sky hereby assigns, transfers and sets over unto Sun

Bank, all of the right, title, interest and equity of Blue Sky in and to the Leasehold together with its underlying Lease, as collateral security for repayment of the Promissory Note which is described above and as further evidence by a general Assignment of Rents, Leases and Profits which has been executed and delivered by Blue Sky to Sun Bank.

6. The City hereby consents to the Assignment by Blue Sky of the Leasehold to Sun Bank and agrees to serve the notices which are described in the Lease upon Sun Bank as follows:

Sun Bank of Volusia County
Attention: Lawrence J. McDermott, Vice President
120 South Ridgewood Avenue
Daytona Beach, Florida 32114

7. The Mortgage of the Leasehold interest which is subject of this Agreement is dated April 16, 1995, filed for record on ~~April~~ May 2, 1995 and recorded in Official Records Book 4001 at Page 1755-1758 and the Assignment of Rents Leases and Profits of even date is recorded in Official Records Book 4001 at Page 1759-1761, all in the Public Records of Volusia County, Florida.

8. In witness whereof, the parties to this Agreement have executed this instrument on the dates indicated in the respective acknowledgements.

WITNESSES:

Print Name: MICHAEL LANE

Print Name: DIANE F. HINTON

BLUE SKY RENTAL, INC.

By: _____
John F. Mendes, Jr., President

Print Name: MICHAEL LANE

Print Name: DIANE F. HINTON

SUN BANK OF VOLUSIA COUNTY, a Florida Banking corporation

By: _____
Lawrence J. McDermott, Vice President

(Corporate Seal)

THE CITY OF ORMOND BEACH, a Florida Municipal corporation

Karen Wood
Print Name: KAREN WOOD

By: Dave Hood
Charles D. Hood, Jr., Mayor

Lisa Phelps
Print Name: Lisa Phelps

Attest: Eugene Miller
Eugene Miller, City Manager

(Corporate Seal)

ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned Notary Public, personally appeared, John F. Mendes, Jr., President of Blue Sky Rental Inc., who acknowledged execution of the foregoing for the purposes therein stated this 26TH day of APRIL, 1995. The person herein named is/~~is not~~ personally known to me or produced the following identification: Florida Driver's License Number(s) _____.

Diane F. Hinton
Print Name: DIANE F. HINTON
NOTARY PUBLIC, State of Florida
My Commission Expires:

(Notarial Seal)

DIANE F HINTON
My Commission CC298252
Expires Jul. 25, 1997
Bonded by HAI
800-422-1555

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned Notary Public, personally appeared, Lawrence J. McDermott, Vice President of Sun Bank of Volusia County, a Florida Banking corporation, who acknowledged execution of the foregoing for the purposes therein stated this 26TH day of APRIL, 1995. The person herein named is personally known to me.

Diane F. Hinton
Print Name: DIANE F. HINTON
NOTARY PUBLIC, State of Florida
My Commission Expires:

(Notarial Seal)

DIANE F HINTON
My Commission CC298252
Expires Jul. 25, 1997
Bonded by HAI
800-422-1555

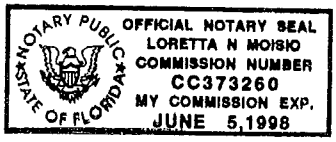
STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned Notary Public, personally appeared, Charles D. Hood, Jr., Mayor of The City of Ormond Beach, a Florida Municipal corporation, who acknowledged execution of the foregoing for the purposes therein stated this 17th day of May, 1995. The person herein named is personally known to me.

Loretta N. Moisio

Print Name: LORETTA N. MOISIO
NOTARY PUBLIC, State of Florida
My Commission Expires:

(Notarial Seal)



THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Random R. Burnett, Esquire
Black, Crotty, Sims, et al.
Post Office Drawer 265669
Daytona Beach, Florida 32126-5669

Instrument# 2007-241311 # 2
Book: 6145
Page: 3003

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

DATED this 16th day of October, 2007.

Witnesses:

Name: Lois Towery

Name: Jo-Anne Anderson

CITY OF ORMOND BEACH

By: **FRED COSTELLO**
Mayor

Attest: **ISAAC D. TURNER**
City Manager

STATE OF FLORIDA }
}
COUNTY OF VOLUSIA }

Sworn to and subscribed before me this 16th day of October, 2007, by **Fred Costello,** Mayor for the City of Ormond Beach, who is (*check one*) ✓ personally known to me or ___ who has presented N/D as identification and by **Isaac D. Turner**, City Manager for the City of Ormond Beach, who is (*check one*) ✓ personally known to me or ___ who has presented N/D as identification.

(SEAL)

Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Veronica Patterson
Commission # DD413444
Expires: MAY 12, 2009
Bonded Thru Atlantic Bonding Co., Inc.

DATED this 3 day of October, 2007.

Witnesses:

Print Name: LARRY R STOUT

Print Name: Mary Ann Stout

By: **DIANE L. SEARLE**

Instrument# 2007-241311 # 3
Book: 6145
Page: 3004
Diane M. Matousek
Volusia County, Clerk of Court

Print Name: Larry Stout

By: _____
STEPHEN B. SEARLE, Jr.

Print Name: Mary Ann Stout

STATE OF FLORIDA }
}
COUNTY OF VOLUSIA }

Sworn to and subscribed before me this 31st day of October, 2007, by **Diane L. Searle,** who is (*check one*) ___ personally known to me or ___ who has presented _____ as identification and by **Stephen B. Searle, Jr.,** who is (*check one*) ___ personally known to me or ___ who has presented _____ as identification.

(S E A L)

Notary Public

LARRY ROBERT STOUT
MY COMMISSION # DD 284205
EXPIRES: May 23, 2008
Bonded Thru Notary Public Underwriters

06/25/1998 09:03
Instrument # 98113800
Book: 4318
Page: 4200

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation under the laws of the State of Florida, hereafter referred to as "the City", and **STEPHEN B. SEARLE, JR.** and **DIANE L. SEARLE**, husband and wife ("the Tenants").

W I T N E S S E T H:

1. The City and the Tenants have entered into that certain written Hangar Lease Agreement dated as of June 23rd, 1998, (the "Lease") concerning certain real property located in Volusia County, Florida, which property is more particularly described on Exhibit A attached hereto and incorporated herein, whereby, for good and adequate consideration, the City leases to the Tenants and the Tenants take from the City the aforedescribed real property, upon the rents, terms, covenants, and conditions therein contained, which Lease is made a part hereof for all purposes as if fully set forth herein.

2. The term of the Lease shall end on September 30, 2024, and is subject to the Tenants' option to extend the term as therein contained.

3. The City's interest in the property described in Exhibit A attached hereto is not subject to liens for improvements made by the Tenants to or upon the real property affected by the Lease, and such liability is expressly prohibited as contemplated by Section 713.10 of the *Florida Statutes*.

4. This Memorandum of Lease Agreement is not a complete summary of the Lease and the provisions hereof shall not be used in interpreting provisions contained in the Lease. In the event of conflict between this Memorandum of Lease Agreement and the provisions of the Lease, the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease Agreement as of the date indicated below.

WITNESSES:

Veronica Patterson

PRINT: Veronica Patterson

CITY OF ORMOND BEACH

By: Dave Hood

DAVE HOOD
Mayor

OBMA5\SEARLE\98MLA-1\06/16/98 14:28
RESO2\061698\98-104A

PRINT: Lois Towey
As to City of Ormond Beach

Attest: Eugene Miller
EUGENE MILLER
City Manager

DATED this 23rd day of June, 1998

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY that before me on this day, personally appeared **DAVE HOOD** and **EUGENE MILLER**, as the Mayor and the City Manager, respectively for the City, to me known and known to me to be the individuals described in and who executed the foregoing Hangar Lease Agreement and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State above named this 23RD day of June, 1998.

Mary C. Peine-LeMay
NOTARY PUBLIC
My Commission Expires:

Mary C. Peine-LeMay
MY COMMISSION # CC717251 EXPIRES
March 1, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

WITNESSES:

Jill E. Spaar
PRINT: Jill E. Spaar

Stephen B. Searle
STEPHEN B. SEARLE, JR.

Veronica Patterson
PRINT: Veronica Patterson
As to Stephen B. Searle, Jr., and
Diane L. Searle

Diane L. Searle
DIANE L. SEARLE

DATED this 17th day of June, 1998

OBMA5\SEARLE\98MLA-1\06/16/98 14:28
RESO2\061698\98-104A

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY that before me on this day, personally appeared, **STEPHEN B. SEARLE, JR.**, and **DIANE L. SEARLE**, the Tenants herein, to me known and known to me to be the individuals described in and who executed the foregoing Hangar Lease Agreement and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State above named this 17th day of June, 1998.

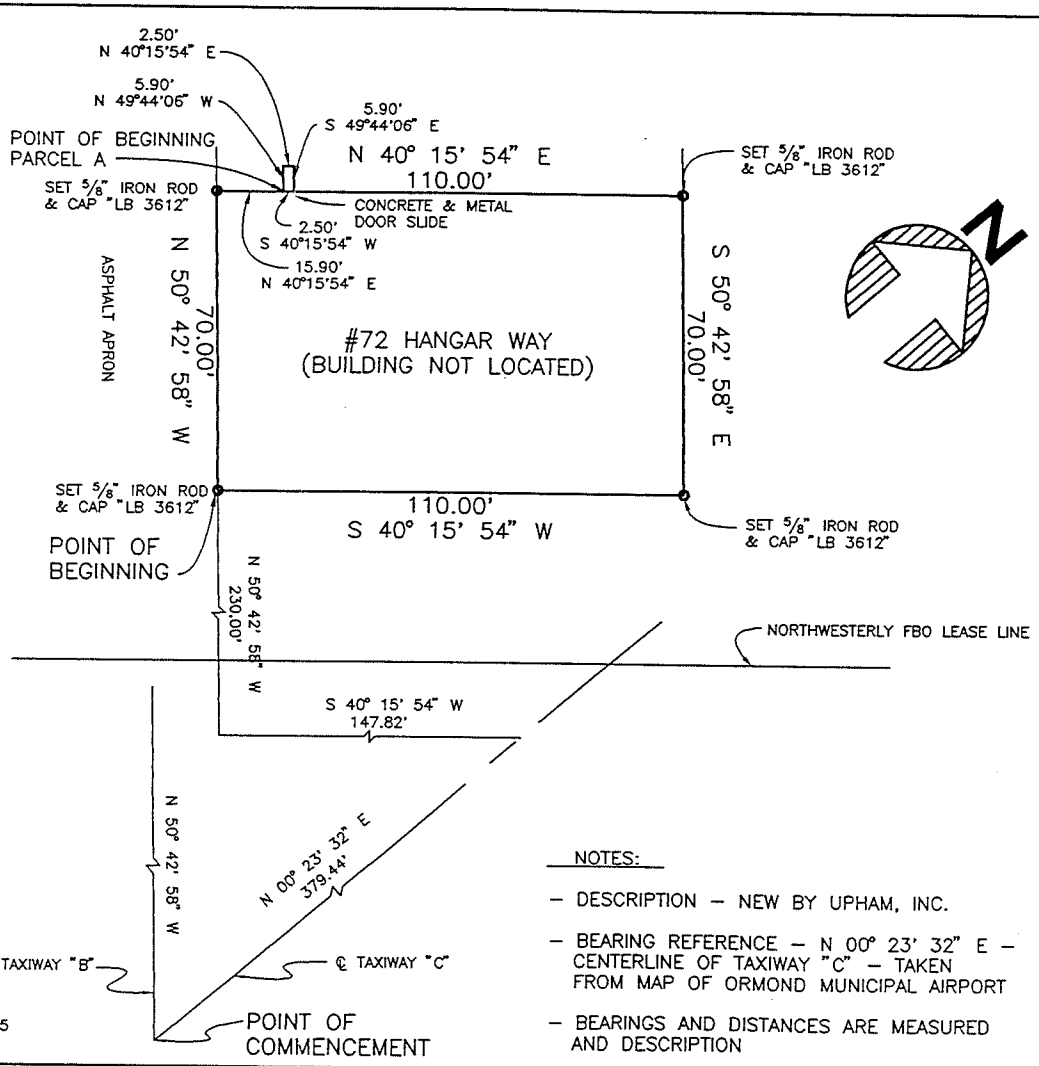
Mary Peine-LeMay

NOTARY PUBLIC
My Commission Expires:

Mary C. Peine-LeMay
MY COMMISSION # CC717251 EXPIRES
March 1, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

OBMA5\SEARLE\98MLA-1\06/16/98 14:28
RESO2\061698\98-104A

Book: 4318
Page: 4203
Diane M. Matousek
Volusia County, Clerk of Court



LEGAL DESCRIPTION:

A PORTION OF SECTIONS 7 AND 44, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER-LINES OF TAXIWAY "B" AND "C", SAID TAXIWAY "B" HAVING A BEARING OF N 50° 42' 58" W AND SAID TAXIWAY "C" HAVING A BEARING OF N 00° 23' 32" E AT THE ORMOND BEACH MUNICIPAL AIRPORT; THENCE N 00° 23' 32" E ALONG THE SAID CENTERLINE OF TAXIWAY "C" A DISTANCE OF 379.44 FEET TO THE NORTHWESTERLY EDGE OF AN ASPHALT PAVED APRON; THENCE S 40° 15' 54" W ALONG SAID APRON EDGE A DISTANCE OF 147.82 FEET TO THE NORTHEASTERLY EDGE OF AN ASPHALT PAVED APRON; THENCE N 50° 42' 58" W ALONG SAID APRON EDGE A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 50° 42' 58" W ALONG SAID APRON EDGE A DISTANCE OF 70.00 FEET; THENCE N 40° 15' 54" E A DISTANCE OF 110.00 FEET; THENCE S 50° 42' 58" E A DISTANCE OF 70.00 FEET; THENCE S 40° 15' 54" W A DISTANCE OF 110.00 FEET TO THE NORTHEASTERLY EDGE OF SAID ASPHALT APRON AND THE POINT OF BEGINNING, CONTAINING 0.18 ACRES, MORE OR LESS. TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL A:

PARCEL A

COMMENCE AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, THENCE N 40°15'54" E ALONG THE NORTHERLY LINE THEREOF A DISTANCE OF 15.90 FT. TO THE POINT OF BEGINNING OF PARCEL A; THENCE N 49°44'06" W A DISTANCE OF 5.90 FT.; THENCE N 40°15'54" E A DISTANCE OF 2.50 FT.; THENCE S 49°44'06" E A DISTANCE OF 5.90 FT. TO THE SIAD NORTHERLY LINE OF THE AFOREDESCRIBED PARCEL; THENCE S 40°15'54" W ALONG SAID NORTHERLY LINE A DISTANCE OF 2.50 FT. TO THE POINT OF BEGINNING.

NOTES:

- DESCRIPTION - NEW BY UPHAM, INC.
- BEARING REFERENCE - N 00° 23' 32" E - CENTERLINE OF TAXIWAY "C" - TAKEN FROM MAP OF ORMOND MUNICIPAL AIRPORT
- BEARINGS AND DISTANCES ARE MEASURED AND DESCRIPTION

REVISED LEGAL DESCRIPTION 6/16/98
REVISED LEGAL DESCRIPTION 12/21/95
REVISED LEGAL DESCRIPTION 10/6/95

CERTIFIED TO:
CITY OF ORMOND BEACH

W.O.# 940182 950462

DRAWING FILE NAME: OBAIRPTB
DISC: 272

OFFICE WORK BY: B G J
DATE: 4/25/94

FIELD WORK BY: M C
DATE: 4/26/94

SCALE: 1" = 30'

FLOOD PLANE CERTIFICATION ACCORDING TO THE F.I.R.M./ MAP, COMMUNITY-PANEL NUMBER:
DATED :
THE PROPERTY APPEARS TO BE FLOOD ZONES _____ AND _____ AND THE BASE 100 YEAR FLOOD ELEVATION IS _____ MEAN SEA LEVEL.

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 21 HH-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William S Hart

NOT VALID UNLESS SIGNED AND STAMPED WITH EMBOSSED SEAL. WILLIAM S HART

TYPE OF SURVEY: BOUNDARY

PSM NO. 3905

FILE: 0-96-02

Upham, Inc.
Organization of Engineers & Surveyors
265 KENILWORTH AVENUE
POST OFFICE BOX 1105
ORMOND BEACH, FL 32174
(904)672-9515 FAX/673-6554

EXHIBIT A

HANGAR LEASE AGREEMENT

ORMOND BEACH MUNICIPAL AIRPORT

THIS HANGAR LEASE AGREEMENT is entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation ("the City"), and **STEPHEN B. SEARLE, JR.** and **DIANE L. SEARLE**, husband and wife ("the Tenants").

W I T N E S S E T H :

WHEREAS, the City is the owner and operator of the Ormond Beach Municipal Airport ("the Airport"), and

WHEREAS, within the boundaries of the Airport are located four (4) "Parcels" available for hangar development and designated as such on the approved Airport Layout Plan for the Airport, and

WHEREAS, the City desires to lease one (1) of the "Parcels" to the Tenants for use and development as a corporate aircraft hangar, now therefore,

THE PARTIES HERETO HEREBY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1

Leased Premises

The City hereby leases to the Tenants that certain parcel of real property situated at the Airport, and being more particularly described and depicted on Exhibit A hereto ("the Property").

ARTICLE 2

Term

2.1. Basic Term. The Basic Term of this Hangar Lease Agreement shall commence on the Effective Date provided in Article 7.8 hereof, and shall end on September 30, 2024.

2.2. Renewal Terms. Subject to not being in default under the terms of this Hangar Lease Agreement, the Tenants is hereby granted an exclusive, first option to renew this Hangar Lease Agreement for two (2) Renewal Terms of thirty (30) consecutive years each. The exercise of the option for one or both of the Renewal Terms must be made by notifying the City Manager of the City, in writing, of the Tenants' intent to renew, which notice must be received by the City Manager at least ninety (90) days prior to the expiration of either the Basic Term or the initial Renewal Term. All existing terms and provisions including, but not limited to, Rent, shall remain in full force and effect throughout each Renewal Term for which the Tenants exercises its option.

ARTICLE 3

Rights and Obligations of the Tenants

3.1. Rights of the Tenants. The Tenants shall have the following rights, subject to the terms, covenants and conditions of this Hangar Lease Agreement:

3.1.1. Construction of Improvements. The Tenants shall have the right to construct upon the Property those structures and other site improvements as set forth

on those documents comprising the final approved site plan, as approved by the City's Site Plan Review Committee, which final approved site plan is incorporated herein by reference.

3.1.2. Permitted Uses and Structures. The Tenants shall be permitted to use the Property and the aforedescribed improvements to be constructed thereon in a manner strictly consistent with the operations of the Airport. All aircraft fueling and maintenance shall be performed solely at the business premises of a Fixed Base Operator doing business on the Airport, or at a duly-licensed location off of the Airport. Any and all use of the Airport by the Tenants, outside of the Property, shall be in strict compliance with all applicable fee schedules and other regulations, rules or policies duly adopted by the City. The Tenants will make no unlawful use of the Property and will strictly comply with all laws governing the operation of the Airport.

3.1.3. Hours of Operation. The Tenants' hours of operation shall be subject to all applicable laws, but shall otherwise be at the sole discretion of the Tenants.

3.1.4. Quiet Enjoyment. The City represents that it is the owner of the Property, and that the Property is free of all encumbrances other than those set forth in the Quitclaim Deed to the Airport, a copy of which is attached hereto and incorporated herein by reference, and that the Tenants shall have the right of quiet enjoyment and peaceful possession of the Property during the term of the Hangar Lease Agreement.

3.1.5. Encumbering Leasehold Estate. The Tenants shall have the right to mortgage, pledge, secure or otherwise encumber its leasehold interest created by this Hangar Lease Agreement. The holder of a mortgage, pledge, security interest or other

encumbrance upon the Tenants' leasehold interest shall have the same rights and benefits of the Tenants to the extent the Tenants may grant or convey them, provided that the City is first given notice of such mortgage, pledge, security interest or other encumbrance, and the City's governing body consents to, or acknowledges, the same, which consent or acknowledgement will not be unreasonably withheld. No mortgage, pledge, security interest or other encumbrance upon the Tenants' leasehold interest shall extend beyond the term of this Hangar Lease Agreement.

The City agrees that it will, upon approval by its governing body and the reasonable request of the Tenants, execute and deliver its consent or acknowledgement (as may be requested from time to time) to the holder of a mortgage, pledge, security interest or other encumbrance of the Tenants' leasehold interest to accommodate the Tenants in obtaining financing for the development and construction of the structures and improvements contemplated herein, provided that this provision will not be deemed to require the City to join in the obligation and, provided further, that no such consent or acknowledgement will in any manner extend the obligation or liability of the City under the present terms of this Hangar Lease Agreement.

In the event the Tenants mortgages, pledges, secures, or otherwise encumbers its leasehold interest in compliance herewith, then so long as any such mortgage, pledge, security interest, or other encumbrance remains unsatisfied, the following provisions shall apply:

3.1.5.1. The City, upon serving any Notice of Default upon the Tenants, in accordance with the terms of this Hangar Lease Agreement, shall also serve

a copy of such Notice upon the holder of such mortgage, pledge, security interest or other encumbrance, at the last address provided to the City by the holder of such mortgage, pledge, security interest or other encumbrance.

3.1.5.2. In the event the Tenants become in default under the terms of this Hangar Lease Agreement, the holder of any such mortgage, pledge, security interest or other encumbrance shall have the right to remedy such default, or cause the same to be remedied, within any applicable specified time period set forth in this Hangar Lease Agreement, and the City shall accept such performance by or at the instance of such holder as if the same had been remedied or performed by the Tenants.

3.1.5.3. For the purposes of this Article, no event of default shall be deemed to exist, under the terms of this Hangar Lease Agreement, with respect to the performance or work required to be performed, or of acts to be done, or of conditions to be remedied, so long as the Tenants shall have taken good faith steps to perform, do, or remedy the same, within any applicable specified time period set forth in this Hangar Lease Agreement, and the same are completed with due diligence and continuity as provided in this Hangar Lease Agreement.

3.1.6. Rights to Improvements Upon Termination. The Tenants shall have the right to remove any and all nonpermanent structures, equipment, fixtures, and personal property installed or placed by it, at its expense, on the Property, so long as such removal can be accomplished without damage to the remaining property. All permanent improvements on the Property, including buildings and utilities and other appurtenances are the

property of the Tenants, but shall become the property of the City upon the termination of this Hangar Lease Agreement, without further action by the City.

3.1.7. Access to Airport. The Tenants and their officers, agents, employees, contractors, and authorized visitors, shall at all times be granted access to the Airport by way of appropriate taxilanes as shown on the approved Airport Layout Plan, as the same now exists or may hereafter be amended, together sufficient for full utilization of the improvements to be constructed by the Tenants at no additional cost or expense, save and except for the rental payments hereafter set forth. In the event the City moves or alters taxilanes in the future, in a manner which effectively precludes access to the Property from either the Airpark or the Airport, any additional expense or cost necessarily incurred by the Tenants to provide access for full utilization of the improvements to be constructed shall be reimbursed to the Tenants within ninety (90) days after the Tenants submit invoices for the expenses or costs so incurred.

3.1.8. Right to Assign and Sublet. Except as provided herein, the Tenants shall not assign, hypothecate, or otherwise transfer its interest in this Hangar Lease Agreement and the estate created by this Hangar Lease Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

3.1.8.1. In the event of an assignment of this Hangar Lease Agreement by the Tenants, the Property will be used only for the purposes permitted under this Hangar Lease Agreement.

3.1.8.2. For the purposes of this paragraph, the sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of the

Tenants which shall result in changing the control of the Tenants, shall be construed as an assignment of this Hangar Lease Agreement. Control, in provisions of this Hangar Lease Agreement relating to assignment, means 50% or more of the voting power of the Tenants. Neither a transfer of stock that does not result in a change in control of the Tenants, nor a devolution by will or otherwise on death, nor transfer to a member or members of the family of any stockholder, nor transfer to a personal representative on death or incompetence, shall constitute an assignment under this Hangar Lease Agreement.

3.1.8.3. The Tenants shall have the right to sublet all of the Property or any part thereof or the improvements thereon or both to any individual or entity, for purposes related or beneficial to the operation and maintenance of the Property, provided the following provisions are complied with:

3.1.8.3.1. The Tenants shall not let nor sublet all or any part of the Property, or improvements thereon, to any individual or entity without first obtaining the written consent of the City, which consent shall not be unreasonably withheld. Recognizing that it is to the mutual benefit of the City and the Tenants that the Airport acquire and maintain a positive community image, the City shall have the right to withhold such consent with respect to any prospective sublessee whose business operations or practices are deemed by the City to be contrary to the ordinances or policies of the City of Ormond Beach. Should the City consent to the sublease of all or any part of the Property, the Tenants do hereby guarantee payment of the rental payments herein reserved and agrees that no sublease agreement

entered in accordance herewith shall release or relieve the Tenants from its obligations under this Hangar Lease Agreement.

3.1.8.3.2. The length of the term of any sublease shall not exceed the Term of this Hangar Lease Agreement and any extensions thereof. Each sublease shall contain a provision, satisfactory to the City, requiring the sublessee to attorn to the City if the Tenants default under this Hangar Lease Agreement.

3.2. Obligations of the Tenants. The Tenants shall be required to comply with the following obligations, subject to the terms, covenants and conditions of this Hangar Lease Agreement:

3.2.1. Construction and Maintenance of Improvements.

3.2.1.1. The Tenants shall have the obligation to construct upon the Property those structures and other site improvements as set forth on those documents comprising the final approved site plan, as approved by the City's Site Plan Review Committee, which final approved site plan is incorporated herein by reference.

3.2.1.2. Before commencing construction of any of the specified structures or other on-site and off-site improvements, the Tenants shall execute, record in the public records of Volusia County, Florida, and deliver to the City a payment and performance bond with a surety insurer authorized to do business in Florida as a surety. The bond shall be consistent, both in form and content, with the provisions of Section 255.05, *Florida Statutes*, as the same shall exist on the date of execution of this Hangar Lease Agreement.

3.2.1.3. The Tenants will notify the City in writing of the Tenants' intent to commence construction of any or all of the specified structures or other on-site or off-site improvements. Such notice shall be provided at least five (5) business days prior to the commencement of such construction or the delivery of any material. The Notice shall specify the specific location and nature of the proposed structures and/or improvements. The City shall have the right to inspect the Property with respect to any construction work on the Property at any time.

3.2.1.4. The Tenants shall deliver to the City certificates of insurance evidencing coverage for "builders' risk," and coverage for workers' compensation insurance covering all persons employed in relation to any work conducted on the Property and with respect to whom death or bodily injury claims could be assessed against the City, the Property, or both. The Tenants shall maintain and keep in force, and pay all premiums required to maintain and keep in force such insurance at all times during which such work is in progress.

3.2.1.5. The Tenants shall be solely responsible for determining the condition of the soil, subsoil, subsurface, and all other conditions of the Property. The City agrees to make available to the Tenants any and all reports relative thereto which it may have in its possession at the time of execution of this Hangar Lease Agreement.

3.2.1.6. The Tenants may grant to public entities, public service corporations, or other third parties, rights-of-way or easements upon, over, under, and across the Property for purposes of installing and maintaining utilities serving the Property such

as telephone, television, electricity, water, sanitary and storm sewers, and for other purposes which are deemed necessary or desirable by the Tenants for the development, operation, or maintenance of the Property, provided that the City has previously approved the location for such rights-of-way or easements, which approval shall not be unreasonably withheld. The City shall join with the Tenants in granting all such easements.

3.2.1.7. Once construction of the structures and/or improvements commences, the Tenants will, with all due diligence, prosecute such construction to completion. All work shall be performed in a good and workmanlike manner, and shall substantially comply with the final plans and specifications approved by the City. The Tenants shall, from time to time, provide the City with reports describing the progress of construction. Upon substantial completion of the structures and improvements, the Tenants will notify the City in writing of such completion.

3.2.1.8. The Tenants will pay or cause to be paid the total cost and expense of the construction of the structures and improvements, including without limitation all impact fees associated with the development, construction and operation of the Property. The Tenants may apply to the City for a credit against applicable impact fees for off-site work performed by the Tenants on behalf of the City. Any such application will be given due consideration under the terms of all applicable ordinances. Payment of such costs and expenses, or any part thereof, by the Tenants shall not be construed as rent payable hereunder. The Tenants shall not suffer or permit to be enforced against the Airport or the Property, or any part of either, any mechanic's, materialman's, contractor's, or subcontractor's lien arising from

the work. However, the Tenants may in good faith and at its own expense contest the validity of any such asserted lien, claim, or demand, provided it has furnished the bond required by applicable law. The Tenants shall hold harmless and indemnify the City against all liability and loss of any type arising out of any work performed on the Property or elsewhere on the Airport by the Tenants, together with reasonable attorney's fees and all costs and expenses incurred by the City in negotiating, settling, defending, or otherwise protecting against such claims. The City's interest in the Property is not subject to liens resulting or arising in connection with improvements made by the Tenants upon the Property, and such liability is expressly prohibited as contemplated by Section 713.10 of the *Florida Statutes*. The Tenants shall cause a Memorandum of this Hangar Lease Agreement expressly prohibiting such liability to be filed in the public records of Volusia County, Florida, in the form attached hereto and incorporated herein by reference.

3.2.1.9. If the Tenants do not cause to be recorded the bond described under Section 713.23 of the *Florida Statutes*, or otherwise protect the Property and the Airport under any alternative or successor statute, and final judgment is rendered against the Tenants by a court of competent jurisdiction for the foreclosure of a mechanic's, materialman's, contractor's or subcontractor's claim, and if the Tenants fail to stay the execution of the judgment by lawful means or pay the judgment, the City shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent execution of any such judgment or lien or both. The Tenants shall reimburse the City for all sums paid by the City under this section, together with reasonable attorney's fees and costs incurred by the City.

3.2.1.10. During construction of the structures and improvements, the Tenants shall give the City written notice of any material changes in the final plans and specifications approved by the City, prior to incorporating the changes into the construction of such improvements. The City acknowledges that it is common practice in the construction industry to make minor technical changes during the course of construction on substantial projects. Changes that do not materially alter the final plans and specifications previously approved by the City do not constitute a breach of the Tenants' obligations under this Hangar Lease Agreement. Upon completion of the structures and improvements, the Tenants shall furnish the City with "as built" drawings of such structures and improvements showing all changes in the final plans and specifications made during the course of construction.

3.2.1.11. The Tenants shall, throughout the term of this Hangar Lease Agreement and any extensions thereof, at its own cost and expense, keep and maintain the Property, including all structures and improvements of every kind which may be a part thereof, and all appurtenances thereto or hereafter constructed thereon, in sanitary condition and good repair and, unless otherwise provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever. The City shall not be obligated during the term of this Hangar Lease Agreement or any extension thereof, to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the Property or any structures or improvements thereof.

3.2.2. Taxes, Assessments and Other Charges. The Tenants shall pay all taxes, assessments, whether general or special, and governmental charges of any

kind whatsoever, levied against the Property, against the structures or other improvements, or against the leasehold estate, or all or some thereof. The Tenants shall further pay the full cost of all utilities and other charges incurred in the operation, maintenance, use and occupancy of the Property. All payments required by this paragraph shall be promptly made on or before the date due. The Tenants shall have the right, at its expense and in good faith, to contest any such taxes, assessments and other charges in the manner allowed by law. The Tenants shall furnish to the City receipts or other appropriate evidence of payment of all taxes, assessments and other charges payable by the Tenants.

3.2.3. Insurance and Indemnification.

3.2.3.1. Insurance - General. Through out the term of this Hangar Lease Agreement and any extension thereof, at the Tenants' sole cost and expense, the Tenants shall keep or cause to be kept insured all structures located on or appurtenant to the Property and their contents against loss or damage by fire and such other risks as are now or hereinafter included in an extended coverage insurance policy, including vandalism and malicious mischief, in common with respect to similar facilities. The amount of insurance shall be sufficient to prevent either the City or the Tenants from becoming a co-insurer under the provisions of such insurance policies, but in no event shall the amount be less than one hundred (100%) percent of the actual replacement cost of all structures (herein called the "Full Insurable Value"). The City shall not carry any insurance the effect of which would be to reduce the protection or payment to the Tenants under any insurance that this Hangar Lease Agreement obligates the Tenants to carry. The Full Insurable Value of insured structures shall be

determined by agreement. If any dispute as to the Full Insurable Value cannot be resolved by agreement, the City may, but not more often than once every twelve months, request the carrier of the insurance to determine the Full Insurable Value as defined in this provision, and the resulting determination shall be conclusive between the parties for the purpose of this paragraph. The Tenants may include the holder of any mortgage on the leasehold as a loss payee under such insurance.

3.2.3.1.1. Proceeds of Fire and Extended Coverage Insurance. The City shall, at the Tenants' cost and expense, cooperate fully with the Tenants to obtain the largest possible recovery in the event of a casualty, and all policies of fire and extended coverage insurance required by Paragraph 3.2.3.1 shall provide that the proceeds shall be paid to the Tenants to be held in trust for the purpose of repairing or reconstructing damaged or destroyed improvements. Any insurance proceeds remaining after complying with the provisions of this Hangar Lease Agreement relating to maintenance, repair, and reconstruction of improvements shall be the Tenants' sole property.

3.2.3.1.2. Damage or Destruction of Improvements. The Tenants shall promptly notify the City of any fire or other casualty occurring on the Property which causes substantial damage or destruction to improvements located thereon. In the event any structure or other improvement on the Property is damaged or destroyed by such a casualty, the Tenants shall be obligated to restore such structure or other improvement to a condition comparable to that which existed prior to such casualty, at its sole cost and expense. Insurance proceeds resulting from a casualty shall be first

devoted to the repair or reconstruction of any damage caused by such casualty. The damage or destruction of any structure or other improvement located upon the Property shall not release the Tenants from any obligation to the City hereunder, except that rental payments payable under this Hangar Lease Agreement may be reasonably abated during any period that damage, repairs, or reconstruction prevents the Tenants from utilizing the Property or any substantial portion thereof.

3.2.3.1.3. Builder's Risk Coverage. Before commencement of any construction, the Tenants shall procure and shall maintain in force until completion and acceptance of the work, "all risk" builder's risk insurance, including vandalism and malicious mischief, in a form and with a company reasonably acceptable to the City, covering improvements in place and all materials and equipment at the job site furnished under contract, but excluding contractors, subcontractors, and construction manager's tools and equipment and property owned by contractors' or subcontractors' employees.

3.2.3.1.4. Liability Insurance. Throughout the term of this Hangar Lease Agreement and any extension thereof, at the Tenants' sole cost and expense, the Tenants shall keep or cause to be kept in force, for the mutual benefit of the City and the Tenants, comprehensive broad form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the use, occupancy, or condition of the Property, improvements thereon, or adjoining areas, providing protection of at least $1,000,000 for any one accident or occurrence for death or bodily injury

and at least $250,000 per accident or occurrence for property damage. This protection is to specifically include coverage for contractual liability, including obligations outlined in this Hangar Lease Agreement. Throughout the term and extensions thereof, the Tenants shall keep or cause to be kept in force, workers' compensation insurance covering all its employees and with respect to whom death or bodily injury claims could be assessed against the City or the Property. All coverages required hereunder shall be in a form and amount consistent with the City's adopted minimum insurance requirements as the same now exist or may hereafter be amended and, in the event of any conflict between this Hangar Lease Agreement and the said requirements, the said requirements shall prevail.

3.2.3.1.5. Policy Form and Content. All insurance required by the express provisions of this Hangar Lease Agreement shall be carried only in responsible insurance companies licensed to do business in the State of Florida on an admitted basis and any insuring company is required to have a minimum financial rating of (A), Class VIII, in the latest edition of "Best's Key Rating Guide," published by A. M. Best & Co., Inc. All such policies and certificates of insurance shall contain language, to the extent obtainable, to the effect that (1) no cancellation, non-renewal, nor reduction in coverage or other material change in the terms of the policy shall be effective unless the insurer first gives the City 60 days' prior written notice thereof (except for nonpayment of premium, which shall be 15 days), and (2) the policies are primary and not contributing with any insurance that may be carried by the City. The Tenants shall furnish the City with copies of such policies promptly upon receipt of them, or with certificates evidencing such insurance. The Tenants shall promptly

replace any expired or cancelled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90). At the expiration of the lease Term and any extension thereof, provided the City desires to continue in effect the existing insurance coverages and such coverages are assignable, the City shall reimburse the Tenants pro rata for all prepaid premiums on insurance required to be maintained by this Hangar Lease Agreement, and the Tenants shall assign all its right, title, and interest in that insurance to the City. The Tenants may affect for its own account any insurance not required under this Hangar Lease Agreement. The Tenants may provide by blanket insurance covering the Property and any other location or locations any insurance required or permitted under this Hangar Lease Agreement provided it is acceptable to the Tenants' mortgagees and the City. If the Tenants fail or refuse to procure or maintain insurance as required by this Hangar Lease Agreement or fails or refuses to furnish the City with the required proof that the insurance has been procured and is in force and paid for, the City shall have the right, at its election, and on ten (10) days' prior written notice, to procure and maintain such insurance. The premiums paid by the City shall be treated as additional Rent due from the Tenants to be paid with the next succeeding quarterly installment following the date on which such premiums were paid by the City.

3.2.3.2. Indemnification. The Tenants shall indemnify the City and hold the City harmless from and against every claim or demand with respect to bodily injury (including death), property damage, or nuisance caused or alleged to be caused by the Tenants (including the Tenants' officers, employees, agents, representatives, subtenants, and invitees) or otherwise arising out of or connected with the Tenants' use or

occupancy of the Property. The Tenants shall indemnify the City and hold the City harmless from and against any fine, penalty, liability, or cost arising out of the Tenants' violation of any law, ordinance, or governmental regulation applicable to the Tenants' development, use, or occupancy of the Property or the Tenants' activities on, about, or in connection with the Property. The Tenants are not liable to the City for the correction or continuation of any violation of any law, ordinance, or governmental regulation which violation exists on the date hereof and is not created by the Tenants. To the extent allowed by law, the City shall indemnify and hold the Tenants harmless from and against all claims which may be made against the Tenants by reason of any act or omission of the City, its employees, agents, or invitees, except that this indemnification shall not extend to protect the Tenants against the Tenants' own negligence or that of its officers, agents, employees, representatives, subtenants, and invitees.

3.2.4. Construction and Performance Standards. In constructing any structures or other improvements on the Property, or off-site on the Airport, and in its operations on the Property and on the Airport, the Tenants shall strictly comply with all applicable provisions of federal, state, county, and municipal laws, ordinances, regulations, rules, and policies governing the Property and the Airport.

3.2.5. Non-Discrimination. The Tenants agrees and covenants:

3.2.5.1. That no person, on the basis of race, color, gender, national origin, or physical or mental disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of the structures and improvements to be constructed;

3.2.5.2. That in the construction of any structures and improvements on, over or under the Property, and the furnishing of services thereat, no person, on the basis of race, color, gender, national origin, or physical or mental disability, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

3.2.5.3. That it will use the Property in strict compliance with all other requirements imposed by or pursuant to Title 49, *Code of Federal Regulations*, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended; and

3.2.5.4. That it will conduct its programs and operate its facilities in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 *U.S.C.* §794), and of the Americans With Disabilities Act, and will assure that no qualified disabled person shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment; the Tenants further assure that its programs will be conducted and its facilities operated in compliance with the requirements imposed by or pursuant to 49 *C.F.R.*, Part 27.

3.2.6. Maintenance of the Property. The Tenants, at its sole expense, will cause the Property and all structures and other improvements constructed thereto to be maintained in good order and condition, normal wear and tear excepted, and will make all

necessary repairs, replacements and renewals thereof, including the interior and the exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen.

3.2.7. Permits. The Tenants shall be responsible for obtaining all licenses, permits and other authorizations necessary in order to develop and utilize the Property for the use contemplated by this Hangar Lease Agreement.

3.2.8. Alterations. The Tenants shall make no alterations or additions to the structures or improvements on the Property until after any and all necessary plans and specifications therefor have been submitted to and approved by the City. Any such alterations or additions shall become the property of the City upon the termination or cancellation of this Hangar Lease Agreement.

3.2.9. Obstruction of Airspace. The Tenants shall restrict the height of structures, objects of natural growth and other obstructions on the Property to such a height so as to strictly comply with *Federal Aviation Regulations*, Part 77, as the same currently exists or as may hereafter be amended.

3.2.10. Airport Interference. The Tenants expressly agrees for itself, its successors and assigns, to prevent any use of the demised premises which would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an Airport hazard.

ARTICLE 4

Rights and Obligations of the City

4.1. Rights of the City.

4.1.1. Right of Entry and Inspection. The City shall have the right to enter the Property and the structures thereon during normal business hours for the purpose of inspecting the same and for performing any and all acts with reference to the Property which the City is obligated or authorized to do as set forth herein. Unless the City determines there to be an immediate threat to life or property, the City shall give the Tenants no less than twenty-four (24) hours' written notice of its intent to enter and inspect. The notice provided by the City shall state the date and approximate time the entry and inspection is to occur. In the event of an immediate threat to life or property, the City may take such action as is reasonably necessary for the protection of persons and property located on or in the immediate vicinity of the Property.

The City shall have the right and the obligation for its own benefit, for the benefit of the Tenants, or for the benefit of other tenants or persons using the Airport, to maintain existing utility, mechanical, electrical and other systems and services as is necessary and, from time to time, to construct or install new systems on or to the Property. Such action will not unreasonably interfere with the use or occupancy of the demised premises by the Tenants. The City shall restore the Property to the condition existing prior to such action at no expense to the Tenants. In the event new systems or expanded systems on or to the Property diminish the fair

market value of the Tenants' leasehold interest, the Tenants shall be entitled to a pro rata reduction in the rental payments otherwise required hereunder.

4.1.2. Right of Entry - Construction. The City shall have the right to inspect the contemplated structures and improvements during construction in order to ascertain that they are in accordance with the approved plans, with standards approved by the City and in compliance with all applicable requirements of law.

4.2. Obligations of the City.

4.2.1. Ingress and Egress. The City shall provide appropriate ingress and egress between the Airport and the Property by existing taxilanes or any future taxilanes as proposed on the approved Airport Layout Plan, as the same currently exists or may be hereafter amended.

4.2.2. Operation and Maintenance of Airport. So long as it shall remain the owner of the Airport, the City shall, either directly or by independent contract, continue to operate and maintain all facilities on and at the Airport, including but not limited to taxilanes, roadways and all facilities in existence at the time of execution hereof.

ARTICLE 5

Rental and Other Payments

5.1. Initial Rent and Annual Increases. The Tenants shall pay rent at an initial rate of ten (10.0%) percent of the appraised value of the property, which amount is currently, seven hundred fifty-seven dollars ($757.00), plus applicable sales tax subject thereto, in accordance with the terms set forth below. Subject to the limitations set forth below, the rental

rate shall be adjusted annually at up to a maximum of four (4.0%) percent of the then-existing rental amount.

5.2. Payment of Rentals.

5.2.1. During the construction of the structures and other improvements, the Tenants shall pay no rent to the City.

5.2.2. Beginning with the first day of the month immediately following the issuance of a Certificate of Occupancy for the structures and other improvements to be constructed, the Tenants shall pay the rent specified in Paragraph 5.1.

5.2.3.1. The rental payment herein required shall be adjusted annually with reference to the Consumer Price Index ("the C.P.I."). The amount by which the rental payment is adjusted shall equal the product of (1) the rental paid for the twelve (12) months immediately preceding the adjustment date and (ii) the percentage change, if any, in the C.P.I. determined by comparing the C.P.I. for the third month preceding the adjustment date to the C.P.I. for the third month preceding the prior adjustment date. In no event, however, shall the rental payment payable in any succeeding year increase or decrease from the prior year's rental by more than four (4%) percent of the rental payment paid during such preceding year, exclusive of sales tax.

5.2.3.2. In addition to the annual adjustment of the rental payment herein required, the parties shall have the land constituting the Property, less the improvements constructed or installed thereon, including without limitation all structures and roads, reappraised by an M.A.I. appraiser each ten (10) years and the rental payment for the

succeeding year adjusted, if necessary, to be at least ten (10%) percent of said appraised value. Said decennial adjustment of the rental payment herein required for the lease year following each such re-appraisal of the Property shall be calculated based upon the rental payment herein required for such year as adjusted with reference to the C.P.I. in accordance with the preceding Paragraph. If the parties are unable to agree on an M.A.I. appraiser, each party shall select one M.A.I. appraiser, who shall then designate an M.A.I. appraiser to perform the work. The cost of the appraisal shall be shared equally between the parties.

5.2.3.3. The City shall use all rental payments paid hereunder exclusively for improvements to the Ormond Beach Municipal Airport, with auditable records being kept by the City. The City's failure to comply with the foregoing shall in no way whatsoever impair or affect the Tenants' tenancy or rights hereunder.

5.2.3.4. As used in this Article, "C.P.I." shall mean the Consumer Price Index for all urban consumers, U.S. city average, all items (1982 = 100) not seasonally adjusted, published and issued by the Bureau of Labor Statistics of the United States Department of Labor (the "Bureau of Labor Statistics"). If the Index in its present form is discontinued or if the basis on which it is now calculated shall be materially revised, the parties hereby shall make an appropriate conversion to such revised Index on the basis of conversion factors published by the Bureau of Labor Statistics; if such conversion factors are not obtainable, either party hereby may request the Bureau of Labor Statistics to provide an appropriate conversion or adjustment which shall be applicable and binding on the parties hereto; if the Bureau of Labor Statistics shall be unable or unwilling to provide such appropriate conversion or

adjustment, then another index recognized as authoritative shall in good faith be substituted by the mutual agreement of the City and the Tenants.

5.2.4.5. The rental payments required herein may be paid either annually, in advance, or in equal monthly installments. If annual advance payments are elected, the first such payment shall be made as required by Paragraph 5.2.2. and shall be on a pro-rata basis for the period of that month through September 30. Subsequent payments shall be due each October 1 and shall be paid by October 15. If monthly installments are elected, the rental payments required herein shall become due and payable on the first day of the month on which payment is due and shall be paid within fifteen (15) days from the due date throughout the term of this Hangar Lease Agreement, including any renewal. If the Tenants fail to timely tender monthly rental payments, the City shall give the Tenants written notice of default and the Tenants shall have thirty (30) days from the date thereof to remedy such default. Notice shall also be given in writing to any holder of any mortgage, pledge, security interest or other encumbrance upon the Tenants' leasehold interest, which holders have been previously identified to the City. Any rental payment tendered more than thirty (30) days past due shall be paid together with a late penalty in the amount of five (5%) percent of said payment, if said late rental payment is accepted by the City.

5.3. No Other Rental Payments. The Tenants shall have no obligation to make any additional rental payments other than those set forth above.

5.4. Non-Waiver. The payment or acceptance of rentals by the parties hereto for any period after default of any of the terms, covenants and conditions herein contained

to be performed, kept and observed by said parties shall not be deemed as a waiver of any rights on the part of either of them to terminate this Hangar Lease Agreement for any subsequent failure or for the continued failure by the other party so to perform, keep and observe the terms, conditions, or covenants hereof to be performed, kept and observed by it. No waiver by either party of any terms of this Hangar Lease Agreement to be kept, performed and observed by the other party shall be construed to be or act as a waiver of any subsequent default of that party.

5.5. Utility Charges. The Tenants shall arrange and pay for all utility services (including, but not limited to, water, wastewater, stormwater, electricity, gas, telecommunications, and solid waste) used or consumed upon the Property by the Tenants or their sublessees, and shall indemnify the City and hold the City harmless from and against any charge, lien, claim or demand arising out of the use or consumption of such utilities by the Tenants or their sublessees.

5.6. Impact Fees. The Tenants shall be responsible for the payment of all applicable City and County impact fees at the time of issuance of a building permit, subject to any credits against such fees for off-site improvements constructed by the Tenants and allowable in accordance with this Hangar Lease Agreement and the relevant impact fee ordinances of the City and County.

ARTICLE 6

Default and Termination

6.1. Default.

6.1.1. Tenants' Default. Each of the following events shall be a default by the Tenants and a breach of this Hangar Lease Agreement:

6.1.1.1. Failure to Perform Lease Covenants. Abandonment or surrender of the Property or of the leasehold estate, or failure or refusal to pay when due any installment of Rent or any other sum required by this Hangar Lease Agreement to be paid by the Tenants, or to perform as required by any other covenant or condition of this Hangar Lease Agreement;

6.1.1.2. Attachment or Other Levy. The subjection of any right or interest of the Tenants to attachment, execution, or other levy, or seizure under legal process, if not released within thirty (30) days;

6.1.1.3. Appointment of Receiver. The appointment of a receiver to take possession of the Property or the structures and/or improvements thereon or of the Tenants' interest in the leasehold estate or of the Tenants' operation of the Property for any reason, including but not limited to, assignment for the benefit of creditors or voluntary or involuntary bankruptcy proceedings, but not including receivership pursuant to any mortgage encumbering the leasehold estate permitted by provisions of this Hangar Lease Agreement or instituted by the City, the event of default being not the appointment of a receiver at the City's instance but the event justifying the receivership, if any;

6.1.1.4. Bankruptcy. The assignment by the Tenants for the benefit of creditors or the filing of a voluntary or involuntary petition by or against the Tenants under any law for the purpose of adjudicating the Tenants as bankrupt; or for extending time for payment, adjustment, or satisfaction of the Tenants' liability; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within thirty (30) days after the assignment, filing, or other initial event.

6.1.1.5. Default in Mortgage Payment. Default or delinquency in the payment of any loan secured by a mortgage permitted by this Hangar Lease Agreement to be placed by the Tenants against the leasehold estate created hereunder; and

6.1.1.6. Other Acts. Any other act or omission designated as an event of default under this Hangar Lease Agreement.

6.1.2. Notice and Right to Cure. Notwithstanding any contrary provisions in this Hangar Lease Agreement, it is agreed that as a precondition for pursuing any remedy for an alleged default by the Tenants, the City shall give notice of default to the Tenants and to the holder of any mortgage, or instrument in the nature thereof, encumbering the leasehold estate. Each notice of default shall specify in detail the alleged event of default and the required remedy.

6.1.2.1. Mortgagee's Right to Cure Default. Upon the occurrence of any default hereunder the Tenants, and after expiration of any applicable grace

period provided hereunder for the Tenants to cure such default, the holder of any mortgage or other instrument in the nature thereof encumbering the leasehold estate created hereunder ("the Leasehold Mortgagee"), shall have the right, at its election, but not the obligation, to (i) cure or remedy any such default within an additional grace period equal to the period allowed the Tenants to cure such default; and/or (ii) to exercise its rights under the applicable mortgage instrument to obtain possession of the Property (including by seeking the appointment of a receiver) by instituting, prosecuting, and completing foreclosure proceedings to acquire the Tenants' interest under this Hangar Lease Agreement. Neither the Leasehold Mortgagee's right to cure any such default by the Tenants or the exercise of such right shall constitute an assumption by the Leasehold Mortgagee of the Tenants' obligations to construct structures and other improvements, provided, however, that the Leasehold Mortgagee, upon taking possession of the Property or initiating foreclosure proceedings, shall perform and comply with all other covenants and conditions of this Hangar Lease Agreement requiring the payment of Rent or other sums by the Tenants. Notwithstanding the provisions of Paragraph 6.1.1.5 hereof, in the event of a default under any mortgage or other instrument in the nature thereof encumbering the leasehold estate, the holder of such mortgage or other instrument may succeed to the rights of the Tenants under this Hangar Lease Agreement, either through the prosecution of foreclosure proceedings or the acceptance of foreclosure proceedings or the acceptance of an assignment of this Hangar Lease Agreement from the Tenants in lieu of such foreclosure, at such holder's option.

6.1.2.2. The Tenants' Right to Cure Defaults. If the alleged default is nonpayment of rent, taxes, or other sums to be paid by the Tenants as provided

in this Hangar Lease Agreement, the Tenants shall have thirty (30) days after notice is given to cure the default. For the cure of any other default, the Tenants shall promptly and diligently after notice commence curing the default and shall have sixty (60) days after notice is given to complete such cure plus any additional period that is reasonably required to cure such nonmonetary default.

6.1.2.3. The City's Right to Cure the Tenants' Default. After expiration of any applicable time for curing a particular default or before the expiration of that time in the event of emergency, the City may, at the City's election, make any payment required of the Tenants under this Hangar Lease Agreement or any mortgage encumbering the leasehold estate, or perform or comply with any covenant or condition imposed on the Tenants under this Hangar Lease Agreement or any such mortgage, and the amount so paid, plus the reasonable cost of any such performance or compliance, plus interest on such sum at the annual rate of one (1%) percent above the prevailing rate for commercial loans in effect at the Barnett Bank, Volusia County, Florida, on the day the City elects to make such payment, plus applicable sales tax, shall be deemed to be additional Rent payable by the Tenants with the next succeeding rental installment. No such act shall constitute a waiver of default or any remedy for default or render the City liable for any loss or damage resulting from any such act.

6.1.3. Rights of Subtenants. Any subtenant's possession or use of the Property or any part thereof, shall not be disturbed by the City or by any Leasehold Mortgagee so long as the subtenant is not in default under his sublease and such sublease was

previously approved by the City, and the subtenant attorns to the City and such mortgagee according to their respective interests.

6.1.4. City's Remedies. If any default by the Tenants shall continue uncured, following notice of such default as required by this Hangar Lease Agreement, for the period applicable to such default under the applicable provisions of this Hangar Lease Agreement, the City has the following remedies, in addition to all other remedies and rights provided by law or equity to which the City may resort cumulatively or in the alternative:

6.1.4.1. Termination. The City at its election may terminate this Hangar Lease Agreement by giving the Tenants notice of termination. On giving such notice, all of the Tenants' rights in the Property and all improvements thereon shall terminate. Promptly after notice of termination, the Tenants shall surrender and vacate the Property and all structures and other improvements thereon in favor of the City. The City shall re-enter and take possession of the Property, and all structures and other improvements. No subtenant qualifying under the non-disturbance provision of this Hangar Lease Agreement shall be ejected.

6.1.4.2. Recovery of Rent and Damages. Termination shall not relieve the Tenants from the payment of any sums due to the City or from any claim for damages previously accrued or then accruing against the Tenants. The Tenants may offset against any such sums due to the City or against any such claim for damages the difference between the fair market value of the land underlying the leasehold estate with the structures and other improvements and unburdened by this Hangar Lease Agreement and the fair

market value of such land without the structures and other improvements and unburdened by this Hangar Lease Agreement.

6.1.5. City's Default. The City shall not be considered to be in default under this Hangar Lease Agreement unless (1) the Tenants have given notice specifying the default and (2) the City has failed to cure the default, if curable, or to institute and diligently pursue reasonably corrective or ameliorative acts for noncurable defaults within sixty (60) days after receipt of the Tenants' notice of default. The Tenants shall have the right of termination for the City's default hereunder only after obtaining the consent of all Leasehold Mortgagees. The Tenants shall be entitled to damages consisting of the total cost of all structures and other improvements constructed by the Tenants upon the Property.

6.1.6. Unavoidable Delay or Default. Any prevention, delay, nonperformance, or stoppage in the construction of the structures or other improvements due to any of the following causes shall excuse nonperformance hereunder for a period equal to any such prevention, delay, nonperformance, or stoppage, except and excluding obligations imposed by this Hangar Lease Agreement for the payment of rent, taxes, insurance, or obligations to pay monies that are treated as rent. The causes referred to above are: strikes, lockouts, labor disputes, failure of power, acts of public enemies of the State, or of the United States, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, governmental restrictions, regulations or controls, casualties not contemplated by the insurance provisions of this Hangar Lease Agreement, or other causes beyond the reasonable control of the party obligated to perform.

6.2. Termination.

6.2.1. Surrender of Property. At the expiration or earlier termination of the Term, unless otherwise extended as provided in this Hangar Lease Agreement, the Tenants shall surrender to the City the possession of the Property and all structures and other improvements thereon. The Tenants shall not be required to surrender any personal property owned directly by it, except property affixed to the Property, or any structures or other improvements thereon. The Tenants shall surrender the Property in good condition except as provided to the contrary in provisions of this Hangar Lease Agreement. Subject to the rights of any sublessee, all property that the Tenants is required to surrender shall become the City's property upon termination of this Hangar Lease Agreement free from any liens or encumbrances. All property that the Tenants is not required to surrender but that it does abandon shall, at the City's election, become the City's property at termination. If the Tenants fail to surrender the Property at the expiration or sooner termination of this Hangar Lease Agreement, the Tenants shall defend and indemnify the City from all liability and expense resulting from the delay or failure to surrender.

6.2.2. Indemnification. Upon termination of this Hangar Lease Agreement for whatever reason, to the extent allowed by law, the City shall indemnify the Tenants and hold the Tenants harmless from any claim, loss, damage, or expense arising out of the operation or occupation of the Property after the date of termination.

6.2.3. Holding Over. This Hangar Lease Agreement shall terminate without further notice upon expiration of the term unless the term is extended in

accordance herewith. Holding over by the Tenants after such termination shall not constitute a renewal or extension or give the Tenants any rights to the Property except as otherwise expressly provided in this Hangar Lease Agreement.

ARTICLE 7

Miscellaneous Provisions

7.1. Eminent Domain.

7.1.1. That Tenants acknowledge and agree that their relationship with the City under this Hangar Lease Agreement is one of landlord and tenant and no other relationship, either expressed or implied, shall be deemed to apply to the parties under this Hangar Lease Agreement. Termination of this Hangar Lease Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle the Tenants to compensation for any interest suffered or lost to (i) any residual interest in the Hangar Lease Agreement, or (ii) any other facts or circumstances arising out of or in connection with this Hangar Lease Agreement.

7.1.2. In the event that part of the Property shall be taken or condemned pursuant to applicable law such that:

1. that part so taken includes any structure (or any part thereof) located upon the Property; or

2. the part so taken eliminates or significantly affects access to or by the public or users of the Airport; or

3. the entire Property is taken, then in any of those events, the Tenants shall have the option to terminate this Hangar Lease Agreement by written notice, return receipt requested, to the City as herein provided within thirty (30) days from the date of the taking.

In the event of a taking where the Tenants elect not to terminate or where the Tenants do not have a right of termination, the rental payments shall be reduced pro rata in accordance with the percentage of the Property taken as of the date thereof.

In any event, both parties shall have the right to pursue a condemnation award and shall cooperate with each other to do so with the Tenants being entitled to any award for loss of business, moving expenses and the taking of the structures or other improvements on the Property and the City being entitled to all other amounts including, but not limited to, all amounts awarded for remainderman land value.

7.2. Right of Flight Reserved. The City reserves unto itself, its successors and assigns, to the use and the benefit of the public, the right of flight over or the passage of aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for landing, take off, or operation of the Airport.

7.3. Effluent Irrigation. If, at any time after the Effective Date, the City is ready, willing and able to provide sewage effluent (reclaimed water) to the Property of a quality suitable for landscape irrigation in compliance with all applicable regulations, the City, upon approval by the Tenants, which approval shall not be unreasonably withheld, shall be allowed

access to the Property in order to enable the City to use the Property to provide an irrigation system through the use of such sewage effluent. To the extent possible, utilizing present irrigation technology, the Tenants shall use its best efforts to design the Property's landscape irrigation system so that it is capable of accepting and distributing such sewage effluent.

7.4. Attorney's Fees. In the event it is necessary to employ legal counsel to enforce or construe the provisions hereof, the party prevailing shall be entitled to collect and receive from the opposing party all costs and other expenses including a reasonable attorney's fee, whether litigation is instituted or not, including all costs and reasonable attorney's fees incurred on appeal of any lower court decision.

7.5. Application of Governing Law. This Hangar Lease Agreement shall inure to the benefit of, and is binding on, the heirs, executors, administrators, successors, and assigns of the City and the Tenants. This Hangar Lease Agreement shall be construed under the laws of the State of Florida, and any applicable laws of the United States of America.

7.6. Notices. All notices must be in writing. Notice is considered given either when delivered in person to the recipient or the date shown on the return receipt after deposit in United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, addressed as follows, or to any other address that the recipient may request in writing:

TO CITY: City of Ormond Beach
Attn.: City Manager
P. O. Box 277
Ormond Beach, FL 32175-0277

TO TENANTS: Stephen B. Searle, Jr. and Diane L. Searle
3949 Tano Drive
Ormond Beach, FL 32174

7.7. Prior Agreements. The Tenants acknowledge that they have reviewed this Hangar Lease Agreement, is familiar with its terms and have had adequate opportunity to review this Hangar Lease Agreement with legal counsel of the Tenants' choosing. The Tenants have entered into this Hangar Lease Agreement freely and voluntarily. This Hangar Lease Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties are merged in this Hangar Lease Agreement, which along, fully and completely express the agreement between the Tenants and the City with respect to the subject matter hereof. No modification, waiver or amendment of this Hangar Lease Agreement or any of its conditions or provisions shall be binding upon the City or the Tenants unless in writing and signed by both such parties.

7.8. Effective Date. This Hangar Lease Agreement shall become effective upon the date executed by both parties hereto.

7.9. Approval. This Hangar Lease Agreement is subject to approval by the Federal Aviation Administration.

7.10. Brokerage Commission. The Tenants represent and warrant to the City that it has not caused any broker, agent, finder, or other party to be entitled to a fee or commission by reason of this Hangar Lease Agreement.

7.11. Governmental Restriction. This Hangar Lease Agreement shall be subordinate to the provisions of any governmental restrictions or records now in effect and shall be subordinate to the provisions of any existing or future agreement entered into between the City and the United States for the improvements or operations and maintenance of the Airport, and execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, provided, however, that the Tenants shall retain any remedy provided by Florida law and the terms of this Hangar Lease Agreement in the event of damage to the Tenants.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective authorized officers and their official seals affixed hereto on the date and year as indicated below.

Signed, sealed and delivered in presence of:

CITY OF ORMOND BEACH

Veronica Patterson
PRINT: Veronica Patterson

By: Dave Hood
DAVE HOOD
Mayor

Lois Towey
PRINT: Lois Towey

Attest: Eugene D Miller
EUGENE MILLER
City Manager

DATED this 23rd day of June, 1998

OBMA5\SEARLE\98HLA-1\06/11/98 12:59
RESO2\061698\98-104A

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY that before me on this day, personally appeared **DAVE HOOD** and **EUGENE MILLER**, as the Mayor and the City Manager, respectively for the City, to me known and known to me to be the individuals described in and who executed the foregoing Hangar Lease Agreement and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State above named this 23rd day of June, 1998.

Mary C Peine-LeMay
NOTARY PUBLIC

My Commission Expires:

Mary C. Peine-LeMay
MY COMMISSION # CC717251 EXPIRES
March 1, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

Signed, sealed and delivered in presence of:

Jill E. Spaar
PRINT: Jill E. Spaar

S B. Searle
STEPHEN B. SEARLE, JR.

Veronica Patterson
PRINT: Veronica Patterson

Diane L. Searle
DIANE L. SEARLE

DATED this 17th day of June, 1998

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY that before me on this day, personally appeared, **STEPHEN B. SEARLE, JR.**, and **DIANE L. SEARLE**, the Tenants herein, to me known and known to me to be the individuals described in and who executed the foregoing Hangar Lease

Agreement and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State above named this 17th day of June, 1998.

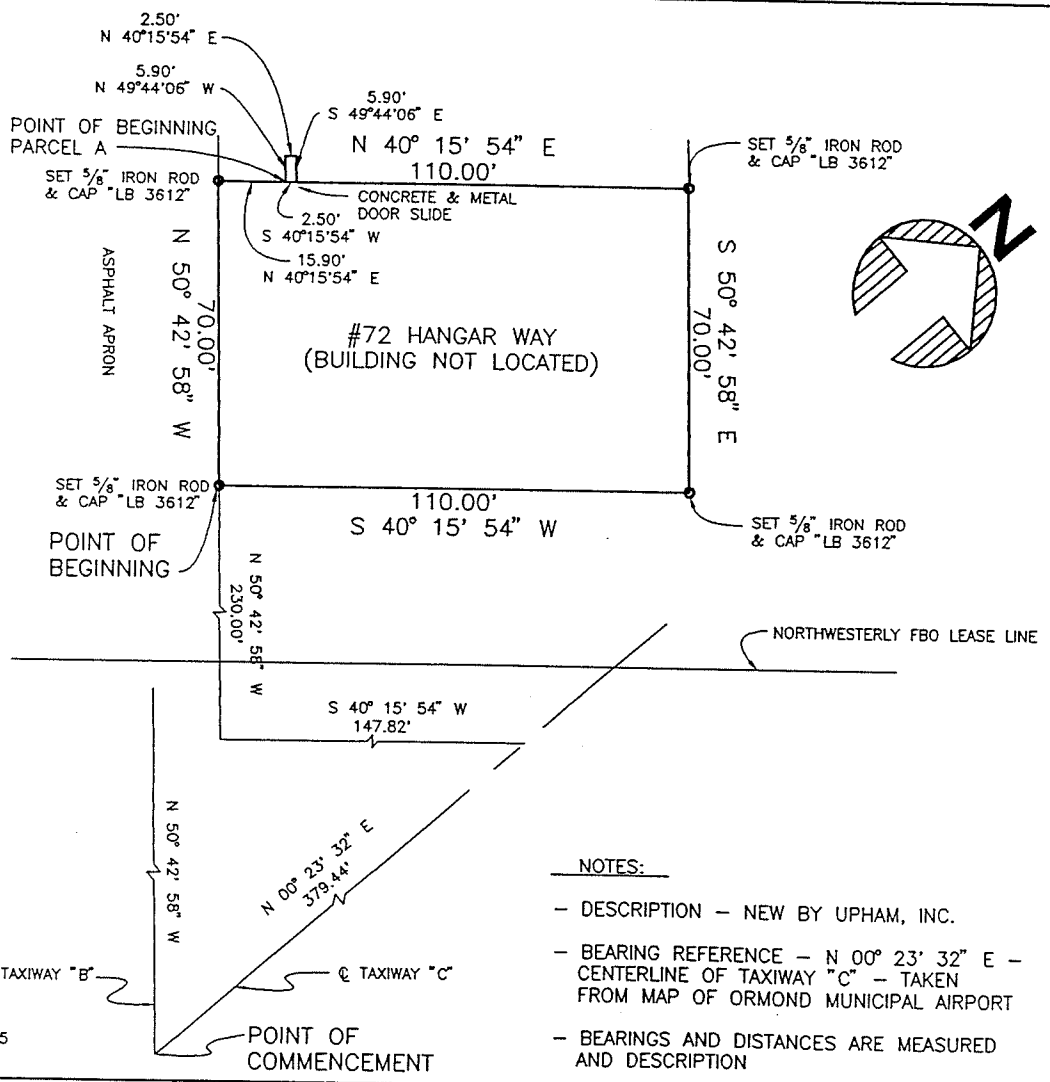
Mary C. Peine-LeMay
NOTARY PUBLIC

My Commission Expires:



Mary C. Peine-LeMay
MY COMMISSION # CC717251 EXPIRES
March 1, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

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RESO2\061698\98-104A



LEGAL DESCRIPTION:

A PORTION OF SECTIONS 7 AND 44, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER-LINES OF TAXIWAY "B" AND "C", SAID TAXIWAY "B" HAVING A BEARING OF N 50° 42' 58" W AND SAID TAXIWAY "C" HAVING A BEARING OF N 00° 23' 32" E AT THE ORMOND BEACH MUNICIPAL AIRPORT; THENCE N 00° 23' 32" E ALONG THE SAID CENTERLINE OF TAXIWAY "C" A DISTANCE OF 379.44 FEET TO THE NORTHWESTERLY EDGE OF AN ASPHALT PAVED APRON; THENCE S 40° 15' 54" W ALONG SAID APRON EDGE A DISTANCE OF 147.82 FEET TO THE NORTHEASTERLY EDGE OF AN ASPHALT PAVED APRON; THENCE N 50° 42' 58" W ALONG SAID APRON EDGE A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 50° 42' 58" W ALONG SAID APRON EDGE A DISTANCE OF 70.00 FEET; THENCE N 40° 15' 54" E A DISTANCE OF 110.00 FEET; THENCE S 50° 42' 58" E A DISTANCE OF 70.00 FEET; THENCE S 40° 15' 54" W A DISTANCE OF 110.00 FEET TO THE NORTHEASTERLY EDGE OF SAID ASPHALT APRON AND THE POINT OF BEGINNING, CONTAINING 0.18 ACRES, MORE OR LESS. TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL A:

PARCEL A

COMMENCE AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, THENCE N 40°15'54" E ALONG THE NORTHERLY LINE THEREOF A DISTANCE OF 15.90 FT. TO THE POINT OF BEGINNING OF PARCEL A; THENCE N 49°44'06" W A DISTANCE OF 5.90 FT.; THENCE N 40°15'54" E A DISTANCE OF 2.50 FT.; THENCE S 49°44'06" E A DISTANCE OF 5.90 FT. TO THE SIAD NORTHERLY LINE OF THE AFOREDESCRIBED PARCEL; THENCE S 40°15'54" W ALONG SAID NORTHERLY LINE A DISTANCE OF 2.50 FT. TO THE POINT OF BEGINNING.

NOTES:

- DESCRIPTION – NEW BY UPHAM, INC.
- BEARING REFERENCE – N 00° 23' 32" E – CENTERLINE OF TAXIWAY "C" – TAKEN FROM MAP OF ORMOND MUNICIPAL AIRPORT
- BEARINGS AND DISTANCES ARE MEASURED AND DESCRIPTION

REVISED LEGAL DESCRIPTION 6/16/98
REVISED LEGAL DESCRIPTION 12/21/95
REVISED LEGAL DESCRIPTION 10/6/95

CERTIFIED TO:
CITY OF ORMOND BEACH

W.O.#
940182
950462

DRAWING FILE NAME: OBAIRPTB
DISC: 272

OFFICE WORK BY: B G J
DATE: 4/25/94

FIELD WORK BY: M C
DATE: 4/26/94

SCALE: 1" = 30'

FLOOD PLAIN CERTIFICATION ACCORDING TO THE F.I.R.M./ MAP, COMMUNITY-PANEL NUMBER:
DATED :
THE PROPERTY APPEARS TO BE FLOOD ZONES ____ AND ____ AND THE BASE 100 YEAR FLOOD ELEVATION IS ____ MEAN SEA LEVEL.

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MIMIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 21 HH-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William S Hart

NOT VALID UNLESS SIGNED AND STAMPED WITH EMBOSSED SEAL WILLIAM S HART

TYPE OF SURVEY:
BOUNDARY

PSM NO.
3905

FILE:
0-96-02

Upham, Inc.
Organization of Engineers & Surveyors
265 KENILWORTH AVENUE
POST OFFICE BOX 1105
ORMOND BEACH, FL 32174
(904)672-9515 FAX/673-6554

EXHIBIT A

OFFICE LEASE

Landlord and Tenant agree to lease the Office in the Premises at the rent and for the term stated:

PREMISES:	72 Hangar Classroom - 512 sq. ft. (combined)	**OFFICE NO.:**	1 and 2
LANDLORD:	Ormond Aircraft Brokers LLC	**TENANT:**	Low and Slow Aviation LLC d.b.a. CubFlying.com
Date of Lease:	5/1/2023 DCH	Annual Rent: $	1,200.00
Lease Term:	~~Yearly~~ Three Years	Monthly Rent: $	100.00
Commencement Date:	5/1/2023	Security Deposit: $	100.00 DCH
Possession Date:	5/1/2023	Termination Date:	~~4/30/2024~~ 4/30/2026

1. Use and Occupancy

Tenant shall only occupy and use the office no. referenced above (the "Office") for Ground Instruction.

2. Inability to Give Possession

The failure of Landlord to give Tenant possession of the Office on the Commencement Date shall not create liability for Landlord. In the event that possession of the Office is not delivered on the Commencement Date due to the holdover of a tenant, or, if a newly constructed building, a final or temporary certificate of occupancy has not been obtained, or for any other reason which is not due to Landlord's acts or negligence, the validity of this Lease shall not be affected. Monthly Rent hereunder shall begin on the date that possession of the Office is delivered to Tenant and shall be prorated for that portion of the month in which possession is delivered. The Termination Date shall in no event be extended if delivery of possession is delayed. If, with Landlord's permission and consent, Tenant is to occupy the Office or another office space prior to the Commencement Date, Tenant's occupancy is subject to all the terms, conditions and provisions of this Lease except for the payment of Rent and Additional Rent. The intent of this Paragraph is to constitute "...an express provision to the contrary..." contained in New York Real Property Law Section 223-a.

3. Rent

A. Tenant shall pay Monthly Rent in full on the first day of each month of the Lease. Monthly Rent shall be paid in advance with no notice being required from Landlord. Tenant shall not deduct any sums from the Monthly Rent unless Landlord consents thereto in writing.

Upon signing this Lease, Tenant shall pay Landlord the first Monthly Rent due and the Security Deposit. The entire amount of rent due for the Lease Term is due upon signing this Lease; however, Landlord consents to the Tenant paying same in monthly installments provided there exists no defaults by Tenant under the terms of this Lease.

B. Additional Rent may include, but is not limited paid by Tenant to Landlord pursuant to this Lease and/or expenses stated hereinafter. Additional Rent is due and payable with the Monthly Rent for the next month after Tenant receives notice form Landlord that Additional Rent is due and payable.

4. Condition of Unit

Tenant acknowledges that Tenant is accepting the Office in its **"as is"** condition. Tenant further acknowledges that Tenant has thoroughly inspected the Office and has found the Office to be in good order.

5. Security

Tenant has deposited with the Landlord the Security Deposit to insure Tenant's compliance with all of the terms, provisions and conditions of this Lease. If Tenant is in default under any of the terms, conditions and provisions of this Lease, Landlord may apply the Security Deposit, in whole or in part, to any sums Tenant owes Landlord, (including Rent and Additional Rent), that Landlord expended or may have to expend due to Tenant's default, including but not limited to damages or insufficiency of rent in re-renting the Office. Within ten (10) days of the Termination Date, provided Tenant has vacated the Office and is not in default under any of the terms, conditions and provisions of this Lease and the physical condition of the Office is acceptable to Landlord upon surrender, the Security Deposit will be returned to Tenant at an address Tenant provides to Landlord.

6. Services

Provided Tenant is not in default of any of the terms, conditions and provisions of this Lease, Landlord shall provide: (a) elevator services on business days from 8 a.m. to 6 p.m., and at all other times, provide one (1) elevator on call; (b) water for ordinary bathroom purposes, however, if Tenant uses water for any other purpose or in high quantities (which decision is in Landlord's sole judgment), a water meter may be installed by Landlord at Tenant's cost and expense, the maintenance and repair of which shall be exclusively that of Tenant, and all charges for water consumption as shown by said meter shall be promptly paid by Tenant; (c) heat to the Office, on business days, as required by law; (d) if Landlord provides air conditioning, such air conditioning will be provided, on business days from 8 a.m. to 6 p.m., from May 15th to September 30th of each year and if Tenant requires air conditioning for other days and for other hours, Landlord will provide Tenant with same at Tenant's sole cost at the rates as per the rider attached (the "Services"). Tenant shall pay for Tenant's use of electricity in the Office directly with the utility company. Landlord reserves the right to interrupt the providing of the Services and other utilities, when Landlord deems it necessary for repairs, alterations, replacements or improvements to such Services or other utilities, the decision for such interruption and the length of such interruption shall be solely Landlord's.

7. Alterations

make no alterations to the Office. With Landlord's written consent, Tenant, at Tenant's sole cost and expense, may make alterations, installations and improvements (the "Alterations") to the Office provided they are non-structural in nature, which do not effect the Services, utilities or other operations or services of the Premises and which are done by contractors and sub-contractors approved by Landlord in every instance. Before making Alterations, Tenant shall obtain all permits, approvals, certificates required by any and all municipal authorities or other agencies having jurisdiction of the Premises and the Alterations and upon receiving same, Tenant shall deliver duplicate or certified copies to Landlord of each and every one. Tenant shall carry and cause to be carried by each contractor and sub-contractor, workmen's compensation, general liability, personal and property damage insurance, in such amounts as Landlord

requires, naming Landlord as insured and Tenant shall deliver evidence of such insurance to Landlord prior to Tenant's commencing the Alterations. Should a mechanic's lien be filed against the Office and/or Premises, for work done or claimed to have been done or materials supplied for Tenant or to the Office, Tenant shall pay or cause to be paid or file a bond in the amount stated in the mechanic's lien within thirty (30) days of said filing at Tenant's sole cost and expense. Any installation of materials, fixtures and the like shall become the property of Landlord upon such installation and shall remain in the Office upon Tenant's surrender of same. However, Landlord may relinquish such right of ownership to the installations by giving Tenant thirty (30) days written notice prior to the Termination Date of such relinquishment of ownership, in which event, they shall become Tenant's and must be removed upon the Termination Date. Nothing herein is meant to give Landlord any ownership rights in and to Tenant's trade fixtures, office furniture and equipment which can be easily moved. Upon the Termination Date and surrender of possession of the Office, Tenant shall remove all personal property and installations to which Landlord's ownership interest has been relinquished and Tenant shall immediately restore and repair the Office to that condition existing on the Commencement Date. Any and all property of Tenant remaining in the Office after the Termination Date shall be deemed abandoned by Tenant and Landlord may either retain such abandoned property or may remove such abandoned property at Tenant's expense

8. Maintenance and Repairs

Tenant shall maintain the Office in good condition. Tenant shall be responsible for any and all damage to the Office or any other part of the Premises resulting from Tenant's willful acts or negligence or the willful acts or negligence of Tenant's agents, employees, invitees or licensees or which may arise from any work done by of for Tenant or by Tenant's business operations. Tenant shall also be responsible for any damage to the Premises caused by Tenant's moving or removal of furniture, fixtures and/or equipment. Tenant shall only use contractor and/or sub-contractors for these repairs which have been approved by Landlord in every instance. In the event that Tenant fails or refuses to make said repairs , Landlord may do so at Tenant's expense which shall be Additional Rent. Landlord shall maintain in proper order and repair the exterior of the Premises as well as the common areas and the utilities servicing the Premises. Tenant shall give immediate notice to Landlord of any defect or interruption of service or condition. The responsibility of Tenant to pay Rent and Additional Rent shall not be reduced or abated by reason of injury to business or annoyance to employees of Tenant caused by repairs, alterations or improvements to the Premises or the Office. Likewise there shall be no liability on the part of the Landlord for such injury or annoyance as aforesaid. Should Landlord be in default under this Paragraph or any other Paragraph of this lease, Tenant's only remedy is to sue Landlord for breach of this Lease.

9. Window Cleaning

Tenant will not clean or caused to be cleaned any window in the Office from outside of the Office in violation of any of the provisions of the Labor Law or any law, provision or rule of any authority having jurisdiction thereof.

10. Damage, Fire or Other Casualty

In the case of fire damage or other damage to the Office not caused by Tenant, its agents, servants, employees, invitees and/or licensees, Tenant shall give Landlord immediate notice of same. (a) If the Office is partially damaged by fire or other casualty, Landlord shall repair the damage and the Rent and Additional Rent shall be apportioned from the day of the damage in relation to the portion of the Office that has been rendered unusable to the day that the Office has been repaired and is fully usable. (b) If the Office is totally damaged and rendered wholly unusable by fire or other casualty, Landlord has the right to either repair the damages or terminate the lease. (I) In the event that Landlord elects to repair the damages, Rent and Additional Rent shall be abated for the period of time from the date of occurrence of the damage to the date that Landlord notifies Tenant that the Office can be re-occupied; (ii) In the event that Landlord elects to terminate this Lease, Landlord may do so upon giving Tenant notice of his intent to do so within the sooner of ninety (90) days of the occurrence of the damages or thirty (30) days from the date that the insurance claim is adjusted which notice shall set forth a date on which the Lease shall expire, which date shall not be more than sixty (60) days from the date of such notice and upon which date this Lease shall terminate and all obligations owed by Landlord and Tenant to each other shall cease and all obligations due shall be paid from one to the other. Should this Lease not be terminated, Landlord shall make all repairs in an expeditious manner subject to delays beyond the control of Landlord. Tenant shall cooperate fully with Landlord after such damage is incurred in all of Landlord's reasonable requests to remove undamaged items in the Office. Before making claim against the other for damages as a result of fire or other casualty, each party shall look first to their respective insurance carrier. To the extent permitted by law and by the respective insurance policies, Landlord and Tenant hereby release and waive rights of discovery with respect to the above against the other or any one claiming through them. If this condition can only be obtained by paying an additional premium, then the one benefiting from such waiver shall pay the additional premium upon ten (10) days written notice and the one obtaining such insurance coverage is free from any other obligation with respect to waiver of subrogation. Tenant acknowledges that Landlord shall not be obligated to carry any insurance for the benefit of Tenant with respect to Tenant's personal property, equipment, inventory or the like and agrees that Landlord is not obligated to repair any damage to them. The provisions of New York Real Property Law Section 227 are waived by both parties and the provisions of this Paragraph shall be controlling.

11. Loss, Damage, Indemnity

Landlord shall not be liable for any loss, damage or expense to any person or property of Tenant or to property of others given to employees of the Premises. Landlord shall also not be liable for any theft of or by other tenants or otherwise, nor for injury or damage to persons or property resulting from any cause whatsoever, unless due to the willful acts of Landlord, it agents, servants and/or employees. Landlord shall not be liable for damages caused by construction in or about the Premises. Landlord shall not be liable for any damages if the windows are permanently or temporarily closed, darkened, covered and Tenant shall not be entitled to any abatement or reduction in rent and Additional Rent as a result thereby nor shall same be grounds for Tenant's claim of eviction nor shall Tenant be released from any of the terms, conditions and provisions of this Lease. Tenant shall indemnify and hold Landlord harmless from all claims, liabilities, costs and expenses, including attorneys' fees, paid or incurred by Landlord as a result of any default by Tenant of the terms, conditions and provisions of this Lease for which Landlord is not covered or paid by insurance. In the event that an action or proceeding is brought against Landlord, Tenant, upon written notice from Landlord, will, at Tenant's sole cost and expense, retain counsel approved by Landlord to defend such action or proceeding.

12. Electricity

Tenant warrants that its use of electrical current will, at all times, not exceed the current capacity of the electrical service into the Premises, or the risers or wiring installation. Tenant will not use or cause to be used equipment which will overload the existing service and installations or interfere with other tenants' electrical service. Any change in the character or nature of electrical service to the Premise s and/or to the Office shall not impose liability on the Landlord for any loss or damage sustained by Tenant as a result thereof.

13. Occupancy

Tenant shall not, at any time, use or occupy the Office in violation of or contrary to the permitted uses contained in the Certificate of Occupancy for the Premises and/or the Office. Tenant has fully inspected

the Office and is accepting the Office in its "as is" condition subject to any work to be performed by either party to this Lease on the Rider annexed hereto and designated Rider N/A. Tenant has performed "due diligence" with respect to the Premises and accepts the Office subject to any and all violations, whether same are of record or not. Landlord makes no representations as to the condition of the Office except as specifically set forth herein and on the Rider to this Paragraph, if any.

14. Landlord's Alterations and Management

Landlord has the right to change the arrangement and/or location of entrances, hallways, passageways, doorways, doors, elevators, stairs or any other part of the Premises used by the general public, including toilets, and to change the name and/or number of the Premises. In the event that Landlord so changes as aforesaid, the same shall not constitute an eviction nor imposes any liability on Landlord for such election. Rent and Additional Rent shall not be diminished or abated in such event as a result of any inconvenience, annoyance or injury to Tenant's business and Landlord shall have o liability therefore. Landlord may impose rules for the access to the Premises by Tenant's social or business guests as Landlord deems proper and necessary for the security of the Premises and Tenant shall not have any claim against Landlord for any damages resulting therefrom.

15. Condemnation

If the whole or any part of the Premises and/or Office is taken by condemnation or otherwise by any governmental authority for public or quasi-public use, this Lease shall be terminated as of the date that title is vested pursuant to said proceeding and Tenant shall not have nay claim for the value of the remaining portion of this Lease and Tenant assigns to Landlord Tenant's interest in any award. Nothing contained herein shall prevent Tenant from making an independent claim to the authority for allowable expenses.

17. Legal Requirements, Insurance, Floor Capacity

Tenant shall, at its sole cost and expense, at all times under this Lease or prior to the Commencement Date if Tenant is in possession of the Office as provided herein, comply promptly with all laws, regulations and orders of all municipalities and their agencies having jurisdiction over the Premises and Office including, but not limited to fire and or insurance offices which shall impose any violation or notice of violation or affirmative obligation upon Landlord and or the Premises, whether or not concerning Tenant's use of the Office or the Premises. Tenant shall not be required to make any structural alterations and/or repairs unless Tenant, as a result of Tenant's unauthorized uses and/or operations of business, violated such laws, regulations and/or rules. Tenant may appeal or object to such violations, fines etc. provided Tenant has, in Landlord's sole judgment, secured Landlord with respect to same by either deposit of sufficient monies or by a surety bond in an amount and by a company satisfactory to Landlord, for all damages, penalties, expenses and interest, including reasonable attorneys' fees provided same does not subject Landlord to criminal liability or create a default under any lease and/or mortgage of Landlord's and does not result in a condemnation or eviction, in whole or in part. Such appeal or objection by Tenant must be undertaken in an expeditious manner and at no cost to Landlord. Tenant shall do or cause to be done any act contrary to all laws, rules and regulations or which would violate any provision of Landlord's policies of insurance or which would subject Landlord to liability to any person or entity for personal and/or property damages. Tenant shall not keep any substance in the Office which is in violation of any law, rule and/or regulation which would result in a cancellation of Landlord's policies of insurance. Tenant shall not use the Office in such a manner that the premiums for Landlord's policies of insurance would be increased over that rate in effect at the time the Tenant obtains possession of the Office. Any cost, expense, fine, damages and/or penalties incurred by Landlord as a result of Tenant's violation of any provision in this Paragraph shall be borne by Tenant and shall be paid by Tenant as Additional Rent. In any action or proceeding, the schedule of premiums issued by Landlord's insurance carrier shall be conclusive evidence of the rate therefore. Tenant shall place a load on the floor of the Office contrary to the maximum floor area load permitted by law and the certificate of occupancy. The placement of heavy machines, mechanical equipment and/or office equipment shall be approved by Landlord and shall be placed in such manner, in Landlord's sole judgment, by Tenant to avoid and prevent vibrations, noise and annoyance to other tenants.

17. No Mortgage or Assignment

Tenant shall not assign, mortgage and/or encumber this Lease or sublet the Office or allow the Office to be used by anyone other than Tenant without the prior written consent of Landlord. The transfer of the majority interest in Tenant shall be deemed an assignment for purposes of this Paragraph. Should this Lease be assigned or the Office sublet or used by anyone other than Tenant without Landlord's written consent, Landlord may collect rent from the persons or entity so occupying and using the Office should Tenant default in the payment of Rent and Additional Rent but such collection by Landlord shall not be deemed a waiver of the provisions of this Paragraph or a consent to such assignment, sublet or use or a release of Tenant's obligations under this Lease. Any consent given by Landlord to Tenant under this Paragraph in one instance shall not act to be a consent or waiver of Landlord's rights in another.

18. No Other Space

Tenant is afforded no other rights to use any space in the Premises other than the Office.

19. Tenant's Defaults

A. If there is a default by Tenant under the terms of this Lease, other than the obligation to pay Rent and Additional Rent, or Tenant vacates the Office prior to the Termination Date, or if an execution has been issued against the property of Tenant or Tenant whereby the Office is used and/or occupied by someone other than Tenant, or if this Lease be rejected in a Bankruptcy proceeding, or should Tenant not take possession of the Office with thirty (30) days from the Possession Date, the Landlord, upon fifteen (15) days prior written notice to Tenant which sets forth Tenant's default(s) and should Tenant fail to completely cure said specified default(s) within said fifteen (15) days, or if the default(s), by its nature cannot be cured within said fifteen (15) days or should Tenant fail to undertake with diligent effort to cure the default(s) within said fifteen (15) days, then , in such event, Landlord may serve upon Tenant, a written five (5) day notice canceling this Lease and Tenant, at the end of said five (5) days shall vacate and surrender the Office and Tenant shall continue to remain liable as set forth under this Lease.

B. If Tenant shall be in default in the payment of Rent and/or Additional Rent, or if the notice given pursuant to "A" hereinabove has expired or if Tenant is in default in payment of any other matter for which Tenant is liable to pay, then Landlord, without notice, **(the giving of notice is hereby expressly waived by Tenant),** may re-enter the Office, by force or otherwise, and dispossess Tenant or other occupant, by any lawful manner, and remove their possessions and retake the Office. Tenant expressly waives the right to receive notice of such re-entry by Landlord and agrees that Landlord shall not be responsible for any damage sustained to the property of Tenant or other occupant. If their be an extension or renewal of this Lease and Tenant shall default under any term, condition and/or provision of this Lease, Landlord may cancel such renewal or extension upon three(3) days prior written notice to Tenant.

20. Bankruptcy

A. This Lease may be cancelled upon Landlord's prior ten (10) day written notice to Tenant if there be commenced a case, whether voluntary or involuntary, by or against Tenant or any other person or entity occupying the Office, in a bankruptcy court in any State, or if Tenant or any other person or entity occupying the Office, should make an assignment for the benefit of creditors under any law. Upon such event, Tenant or any other occupant

shall not be entitled to possession of the Office and shall immediately vacate the Office and surrender same to Landlord.

B. It is expressly agreed that in the event of a termination of this Lease pursuant to "A" above, notwithstanding any other provision contained in this Lease, Landlord shall be entitled to receive from Tenant, as and for liquidated damages, the higher of (1) the maximum amount permitted by law or (2) an amount equal to the difference between the Rent from the date of termination as set forth pursuant to "A" above to the Termination Date and the fair and reasonable market rent for the same period of time. In computing such amount, the same shall be discounted at the rate of three (3%) percent. If the Office shall be re-rented during that period of time, the rent paid under the re-rental agreement shall be conclusive proof of the reasonable market rent.

21. Remedies

In the event of any default, re-entry by Landlord, termination and/or eviction by summary proceedings or otherwise (a) Rent and Additional Rent up to the date of such re-entry and/or eviction or termination shall be due, (b) Landlord may re-rent the Office, in whole or in part, for a term equal to or in excess of the Termination Date, and Landlord may be free to grant such concessions or charge rent in excess of the Rent as the Landlord sees fit, and/or (c) Tenant shall be obligated to Landlord for liquated damages ("Liquidated Damages") for such default, termination and/or eviction in an amount equal to the difference between the Rent and the rent to be charged up to the Termination Date and any charges incurred by Landlord including, but not limited to reasonable attorneys' fees, litigation costs and expenses, brokers' fees, advertising fees, maintenance charges in keeping the Office in good condition and charges incurred in getting the Office in a condition for such re-renting. Landlord's failure to re-rent the Office shall not affect or release Tenant form said liquidated damages. The Liquidated Damages shall be paid in monthly installment when Rent is due prorated over the remaining term of this Lease. Landlord may, in getting the Office in condition for such re-renting, make such alterations, repairs and/or decorations in the Office as in Landlord's sole judgment are necessary and such undertakings by Landlord shall not release Tenant from liability under the terms, conditions and provisions of this Lease. Landlord shall in no way be liable to Tenant for failing to re-let the Office or to collect rent from the new tenant. The rights afforded Landlord under this Paragraph are not exclusive and Landlord may avail itself of any and all remedies available to it under law. Tenant expressly waives any right of redemption Tenant may now have or will have should Tenant be evicted from the Office or dispossessed therefrom.

22. Fees and Expenses

Should Tenant default under any of the terms, conditions and/or provisions of this Lease, Landlord may, after giving notice if required and upon the expiration of any grace period set forth in this Lease, immediately and without prior notice to Tenant perform or cause to be performed Tenant's obligations. If in connection with the aforesaid, Landlord incurs any cost and/or expense or becomes obligated to pay money as a result thereof, including but not limited to legal fees, reasonable attorneys' fees, litigation expenses, Tenant shall pay to Landlord such monies, with interest. The foregoing cost, expense or payment of money by Landlord shall be Additional Rent and shall be paid by Tenant within fifteen (15) days from the date Landlord bills Tenant. Should these billed amounts come subsequent to the Termination Date, Landlord may institute proceedings against Tenant for the recovery of same.

23. Access

Landlord or Landlord's agents, servants and/or employees may enter the Office for emergency purposes at any time and at any other reasonable time in order to make inspections and/or make repairs, alterations or additions as Landlord deems proper and/or necessary to the Office and/or the Premises. Tenant grants Landlord the right to use the Office to replace and/or maintain the HVAC services and facilities. For this purpose, Landlord may bring into the Office all necessary materials and supplies and same shall not be deemed to give Tenant any right to claim an actual or constructive eviction or any right to an abatement of Rent and Additional Rent or to a claim for damages as a result of loss of or interruption of Tenant's business. During the term of this Lease, Landlord shall have the right to enter the Office, at reasonable times and upon reasonable notice, for the purpose of exhibiting same to prospective purchasers and mortgagees. Landlord shall also have the right, within the six months prior to the Termination Date, to enter the Office for the purpose of exhibiting same to prospective tenants. Should Tenant not be present to allow access to the Office, Landlord may enter the Office by using a master key or by force providing Landlord exercises reasonable care to insure Tenant's property and such entry shall not subject Landlord or its agents liable for any damages as result thereof and the obligations of Tenant under the terms, conditions and/or provisions of this Lease shall not be affected thereby. Should Tenant entirely vacate the Office within thirty (30) days of the Termination Date, Landlord may enter the Office and make such alterations, repairs, additions or changes without affecting Tenant's obligations under this Lease, including, but not limited to Tenant's obligation to pay Rent and Additional Rent or creating liability for Landlord to Tenant.

24. Waiver

The failure by Landlord to seek redress or any remedy for Tenant's default under any of the terms, conditions and/or provisions of this Lease or of any rule imposed and declared by Landlord shall not constitute a waiver by Landlord for any future defaults or violations. Landlord's receipt of Rent and Additional Rent at a time when Landlord has knowledge or should have knowledge of any default or violation shall not be deemed a waiver thereof. Only a written waiver signed by Landlord shall be effective and binding upon Landlord. Any Rent and/or Additional Rent received by Landlord which is less than the amount due shall be deemed to be "on account" and any notation or statement on Tenant's check shall be deemed payment in full or accord and satisfaction and Landlord may accept such payment without prejudice to Landlord's right to pursue such available remedy for the balance of same or for any other remedy afforded Landlord under the terms, provisions and/or conditions of this Lease. Only a surrender of the Office in writing signed by Landlord shall be effective and binding upon Landlord and/or Tenant and such surrender must be made to Landlord or Landlord's authorized agent. An acceptance of a surrender of the Office and keys to same by persons other than Landlord or its authorized agent shall be effective as a termination of this Lease.

25. Landlord's Inability To Perform

Tenant's obligation to pay Rent and Additional Rent and/or to comply with any of the terms, provisions and/or conditions of this Lease as well as the Lease itself shall not be affected, impaired, amended or excused due to Landlord's inability to perform any of its obligations contained in this Lease, or to supply any if delayed in supplying any service or item or is unable to make, or is delayed in the making of any repair, alterations, additions, or is unable to supply or is delayed in supplying any equipment, services, fixtures or any other material to be supplied hereunder, provided that Landlord is unable to do so because of labor problems, strife or strike or any other cause whatsoever including, but not limited to war or other emergency.

26. Excavations

In the event that there be an authorized excavation conducted upon lands adjacent to the Premises, Tenant shall allow the parties conducting same entry into the Office for the purpose of performing necessary work as such party deems necessary to shore up and/or preserve the wall of the Premises from damage including but not limited to supporting the existing exterior walls and foundations. Tenant further agrees to waive any right Tenant may have to make a claim for damages caused thereby or indemnity therefore from that party or Landlord or for an abatement of Rent and/or Additional Rent.

27. No Representations by Landlord

Landlord and/or Landlord's agents, servants and/or employees have not made any representations nor promises of any kind to Tenant as to the physical condition of the Premises and/or Office or as to the financial condition and health or as to the operation of the Premises except as specifically set forth in this Lease and Tenant does not acquire any rights, easements or licenses except as specifically set forth in this Lease. Tenant has accepted the Office in its **"as is"** condition after having thoroughly inspecting same and without relying on any representations made by Landlord, its agents, servants and/or employees. Tenant's occupation of the Office is conclusive proof that the Office and Premises are in good and satisfactory condition at the date Tenant first occupies the Office.

28. Non-merger

All prior agreements, understandings and representations are merged in this Lease which fully expresses the parties' agreement and this Lease may only be amended or modified or terminated, other than on the Termination Date, by written agreement signed by Tenant and Landlord.

29. Non-Disturbance

As long as Tenant pays Rent and Additional Rent and complies fully with all of the terms, provisions and conditions of this Lease on Tenant's part to be performed, Tenant may peacefully occupy the Office subject too any mortgage, ground lease or underlying lease.

30. Waiver

Tenant and Landlord hereby waive trial by jury in any action, proceeding or litigation brought by one against the other or in which either party is brought in by a third party, except for personal injury or property damage actions, in which any of the terms, provisions and/or conditions of this Lease or any statutory remedy is involved or the use and/or occupancy of the Office is at issue. Tenant and Landlord agree that in any action seeking possession of the Office, Tenant will not impose any counterclaim or set-off against Landlord of any kind or nature except if mandated by statute.

31. Notices

Any notice, statement or communication which Landlord is to give to Tenant, shall be deemed to be sufficiently given if it is in writing and delivered personally to Tenant or sent by certified mail or overnight courier addressed to Tenant at the Office or other business address of Tenant or at the residence of Tenant or left at any one of the addresses and the time of giving such notice, statement or communication shall be deemed given at the time same are left with or mailed or delivered to the overnight courier. Any notice to be given by Tenant to Landlord must be given by certified mail or overnight courier at Landlord's address above.

32. Rules

Tenant, its agents, servants and/or employees, licensees, business guests or visitors shall comply strictly and faithfully with the Rules that Landlord may adopt, at any time, notice of which shall be given to Tenant. Landlord may choose the manner in which said notice is given. In the event that Tenant disputes the reasonableness of any Rule, Tenant and Landlord agree to submit such dispute to the American Arbitration Association, New York, New York for binding arbitration provided Tenant gives written notice to Landlord within twenty (20) days of receipt of notice of adoption of the Rule or Rules. Notwithstanding the provisions of this Paragraph, Landlord is not under any obligation to enforce the Rules with respect to any other tenant in the Premises or to enforce any term, condition or provision of any other lease. Landlord is not liable to Tenant for any damages caused by another tenant violating the Rules or any term, provision or condition of that tenant's lease.

33. Definitions

Wherever and whenever used in this Lease, the following definitions shall be ascribed to these words:

a) "Business Day" shall mean the days of the week except Saturday and Sunday and except legal holidays observed by either Staten of Federal Governments and those set forth in any union contract which applies to the Premises

b) "Office" or "Offices" shall not mean Premises but shall mean premises other than those utilized for the sale of goods and merchandise or for the display of same, or a restaurant, shop, machine shop, manufacturing plant or other retail establishment.

c) "Landlord" shall mean the owner of the Premises or a lessee thereof, or a mortgagee in possession and should there be a sale or lease of the entire Premises, Landlord is released form all obligations and liabilities under this Lease and it will be conclusively presumed that the purchaser or lessor will perform the obligations and liabilities of Landlord herein.

d) "Re-enter" and "Re-entry" are not to be strictly taken in their legal definitions.

34. Estoppel Certificate

Upon fifteen (15) prior written notice to Tenant, Tenant shall execute and deliver to Landlord or to any other entity that Landlord directs, a certificate, in recordable form, stating that the Lease, as it exists on the date of the certification, is in full force and effect, that it has not be amended, modified or terminated, the date to which Rent and Additional Rent has been paid and setting forth specifically if any defaults exist on the part of Landlord.

35. Subordination

The Lease is subject and subordinate to all existing and future mortgages or ground leases or underlying leases which affects the Premises and to all renewals, modifications or replacements thereof without the necessity of any notice or written instruments and Tenant shall, at Landlord request, execute a document to this effect.

36. Surrender of Office

Upon the Termination Date or other termination of this Lease, Tenant shall vacate and surrender the Office in broom clean condition and in good condition, reasonable wear and tear excepted and free from Tenant's property. All damages which were caused by or on behalf of Tenant shall be repaired by Tenant at Tenant's sole cost and expense prior to the surrender of the Office. This Paragraph survives the Termination Date or the date of other termination of this Lease. Should the Termination Date be a Sunday or legal holiday, the Termination Date shall be the immediate previous day.

37. Parties Bound

This Lease is binding upon Landlord and Tenant and their respective assignees and/or successors in interest. Should Tenant obtain a judgment against Landlord, Tenant shall look only to Landlord's interest in the Premises for the collection of same.

38. Paragraph Headings

Paragraph headings are for reference only.

39. Effectiveness

This Lease shall become effective as of the date when Landlord delivers a fully executed copy hereof to Tenant or Tenant's attorney.

40. Riders

Additional terms are contained in the riders annexed hereto and designated Rider N/A.

This Lease has been entered into as of the Date of Lease.

LANDLORD Ormond Aircraft Brokers LLC	**TENANT** Low and Slow Aviation LLC
1 MAY 2023	4/25/2023

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 7.L
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-107
Strategic Goal:	Transportation & Community Development - Other		
Department :	Planning & Building		
Subject:	Change Order - Tyler EnerGov, Conversion of Project Dox		
Budget Impact:	Funding for this one-time fee of $30,000 was not specifically included in the adopted budget but can be derived from the General Fund contingency account.		
Summary:	This is a request for the City Commission to approve a change order with Tyler Technologies Incorporated ("Tyler"), the city's enterprise resource system provider, who is providing the software implementation and hosting services of the building permitting, licensing, inspection, site plan review, and code enforcement modules. The change order is for a price not to exceed $30,000 to convert the existing permitting data within the existing Project Dox review software into the Tyler system.		
Recommended Action:	It is recommended that the City Commission approve the attached change order with Tyler Technologies Incorporated to convert the Project Dox permitting data into the Tyler permitting system at a cost not to exceed $30,000.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	5/26/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	5/30/2023	
Joyce Shanahan, City Manager	6/1/2023	Joyce Shanahan

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: June 6, 2023

Subject: Change Order - Tyler EnerGov, Conversion of Project Dox

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request for the City Commission to approve a change order with Tyler Technologies Incorporated ("Tyler"), the city's enterprise resource system (ERS) provider, who is providing the software implementation and hosting services of the building permitting, licensing, inspection, site plan review, and code enforcement modules. The change order is for a price not to exceed $30,000 to convert the existing permitting data within the existing Project Dox review software into the Tyler system.

Background

An ERS is a computer operating system that connects and supports a wide range of city functions including accounting, budgeting, utility billing, payroll, human resource management, building inspections and permitting, licensing, site plan review, code enforcement liens, public works work order tracking, accounts payable, and cash receipting.

In 2014, the city solicited proposals, through Request for Proposals (RFP) No. 2014-11, for an ERS to replace the Sungard HTE system that was implemented in the 1980's and is no longer compatible with current technology and programs. Tyler was selected as the vendor for the new ERS through Resolution No. 2016-67, and staff executed a contract with Tyler for the implementation (configuration of software), hosting (storage of data), and ongoing service maintenance (future software updates and maintenance) of the system. To date, Tyler has successfully implemented the accounting, budgeting, utility billing, payroll, human resource modules, and parks and recreation modules.

On April 6, 2021, the City Commission authorized Resolution 2021-70 that authorized the implementation of building permitting, licensing, inspection, site plan review, and code enforcement. These functions are currently using Naviline and Project Dox as the software permitting systems. Resolution 2021-70 approved an amendment to the contract that included:

- Conversion and training fee update of $117,414 to bring the overall cost to $496,550.
- Hosting fee of $29,960 (one-time) and $11,632 for fiscal years 2021-2026-27.

Discussion

The Tyler conversion kicked off in February of 2022 and Building, Planning, and Code enforcement staff have been working with Tyler to construct the permitting and code enforcement systems. The anticipated "Go Live" date of the Tyler permitting system is October 2023. In the implementation of the Tyler permitting system, the current permit review software of Project Dox was not included in the 2021 amendment. The purpose of this item is a change order authorization to convert the data within Project Dox into the Tyler permitting system. The fee provided by Tyler is a not to exceed cost of $30,000. It is necessary to convert the Project Dox information (building plans, permitting documents, and site plans) into the Tyler permitting system. The other alternative would be to maintain the contract with Project Dox that has a current annual fee of $84,000.

Budget Impact

Funding for this one-time fee of $30,000 was not specifically included in the adopted budget but can be derived from the General Fund contingency account.

Citizen Impact

There is no direct citizen impact of the requested change order. The Tyler permitting system will provide an update from the existing Naviline system and provide a fully electronic permitting system that has been partially implemented with Project Dox.

Recommendation

It is recommended that the City Commission approve the attached change order with Tyler Technologies Incorporated to convert the Project Dox permitting data into the Tyler permitting system at a cost not to exceed $30,000.

Attachments:

1. 23-107 Enterprise Resource System-Tyler - Change Order (P23-0102G)
2. Tyler, EnerGov Amendment for ProjectDox conversion
3. Attachment to Change Order - Ormond Beach FL Amendment 042221

Approvals:

Kelly A. McGuire

Date: May 26, 2023

Kelly McGuire, Finance Director



Claire Whitley, Assistant City Manager

Date: May 30, 2023



Joyce Shanahan, City Manager

Date: June 01, 2023

RESOLUTION NO. 2023-107

A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO THE EXISTING AGREEMENT WITH TYLER TECHNOLOGIES INC., REGARDING AN ENTERPRISE RESOURCE SYSTEM DOCUMENT MANAGEMENT PROGRAM, INCLUDING IMPLEMENTATION, HOSTING AND MAINTENANCE SERVICES; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and Tyler Technologies, Inc. ("Tyler") are parties to an agreement for an enterprise resource system document management program ("ERP"), including implementation, vendor hosting and maintenance services having an effective date of May 23, 2016 (the "Agreement"), and

WHEREAS, Tyler has completed implementation of the accounting, budgeting, utility billing, payroll, human resource management, and parks and recreation modules, and

WHEREAS, Resolution 2021-70, approved by the City Commission on April 6, 2021, authorized an amendment to the Agreement between the City and Tyler for the implementation of the Tyler enterprise resource system modules for building permitting, inspections, licensing, site plan review, and code enforcement, (the "Amendment"), and

WHEREAS, during the implementation of the Tyler permitting system, it was discovered that the conversion of data from the City's current permit review software, ProjectDox, was not included in the original contract or the Amendment, and

WHEREAS, the City's Professional staff has recommended that the City Commission approve a Change Order to include the conversion of the ProjectDox system (including building plans, permitting documents, and site plans) into the Tyler EnerGov system

(the "Project"), a copy of said Change Order is attached hereto and incorporated herein by reference, and

WHEREAS, the cost to be paid by the City associated with the Tyler Change Order is a one-time fee of $30,000, and

WHEREAS, the City Manager has certified that the money for the payment of services for the Tyler Change Order has been appropriated to the credit of the General Fund contingency account, and is not appropriated for any other purpose, now therefore,

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

SECTION ONE. The City Commission hereby approves the Change Order between the City and Tyler Technologies, Inc. to include the conversion of data from the ProjectDox system into the Tyler EnerGov system.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute the Change Order between the City and Tyler Technologies Inc., and to pay the cost thereof as provided herein from the General Fund contingency account.

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

APPROVED AND AUTHENTICATED this 6th day of June, 2023.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

Ormond Beach (City of) - External Change Order: TY-EG-2023-755

Tyler Technologies

Title: Additional Conversion Source

Contract/PO: 2019-73600

Date: 3/23/2023

Client Project Manager:

Tyler Project Manager: Lenehan, Maureen

PROPOSED CHANGE

Change Description

Addition of a second data source for conversion, Project Dox. Tyler Technologies conversion staff will prepare to convert data from the City's Project Dox Legacy System to the Tyler system, as outlined in section 4.3.4 of the current statement of work. Tyler conversion staff will also work with the City to provide the most efficient data conversion possible, as outlined in section 4.4.2 of the current statement of work. Finally, Tyler conversion staff will execute a final and complete conversion during the Production Cutover stage of the project, as outlined in section 4.6.1 of the current statement of work.

In an amendment between Tyler Technologies and the City of Ormond Beach (attached) dated April 22, 2021, the agreement to interface with Project Dox was removed from the original contract and the City agreed to cease the use of Project Dox with the implementation of Tyler EnerGov. The 2021 amendment did not contain any allowances for the conversion building and site plans within Project Dox into the Tyler EnerGov system and the scope of work would convert Project Dox information into Tyler EnerGov.

IMPACT OF CHANGE

Schedule

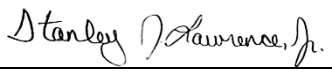
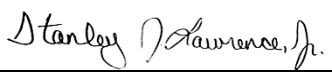
Task	Overall Shift In Weeks
Billable Service Hours: EnerGov Reporting Services & Data Conversion Services	0

Cost					
Tasks:	**Task Category**	**Fixed Fee**	**Billable Hrs.**	**Non-Billable Hrs.**	**Rate**
Billable Service Hours: EnerGov Reporting Services & Data Conversion Services	-		120		$250
	-				$
	-				$
	-				$
	-				$
	-				$
	-				$
	-				$
	-				$
	-				$
	-				$
	-				$
	-				$
	-				$
	-				$

Est. Billable Effort: 120 Est. Non-Billable Effort: 0

Est. Billable Value: $30000 Est. Non-Billable Value: $0 Fixed Fee Value: $0

Change Total: $30000

Acceptance			
Note: No changes may be made to this project without the agreement of the Project Manager(s) and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies Project Manager.			
Approval Date	**Title**	**Approved By**	**Signature**
	Project Manager	**Lenehan, Maureen**	
	PMO Manager	**Olsen, Jamie**	
	Implementation Manager	**Lawrence, Stanley**	
	Data Service Manager	**Johnson, David**	
	Training Manager		Right Click To Add Signature
	Delivery Director	**Lawrence, Stanley**	
	Ormond Beach, FL Mayor	**Bill Partington**	
	Ormond Beach, FL City Manager	**Joyce Shanahan**	

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Ormond Beach with offices at 22 South Beach Street, Ormond Beach, FL 32174 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated May 23, 2016 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. As of the Amendment Effective Date, Exhibit 2, "EnerGov Investment Summary", of the Agreement is hereby replaced with the new EnerGov Investment Summary attached hereto as Exhibit 1.

2. The Interface (Project Dox) Tyler product is hereby removed from the Agreement as of Amendment Effective Date. Upon such date, Client's license for such software is terminated, as are Tyler's obligations to support, maintain, and update such product. Should Client wish to again use such product, Client shall first pay Tyler the then-current license fee(s), as well as fees for any required services, support, or 3rd party products.

3. As of the Amendment Effective Date, Exhibit 10, Sections H ("EnerGov Project Scope) and I ("EnerGov Implementation") are removed from the Agreement and replaced by the new EnerGov Statement of Work attached hereto as Exhibit 2.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: _____

Name: Robert Kennedy Jensen

Title: Director of Contracts

Date: 4/22/21

City of Ormond Beach, FL

By: Bill Partington

Name: Bill Partington

Title: Mayor

Date: April 6, 2021

By: _____

Name: Joyce A. Shanahan

Title: City Manager

Date: April 6, 2021



Exhibit 1
EnerGov Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

tyler technologies

Quoted By:	Garth Magness
Date:	6/23/2020
Quote Expiration:	1/31/2021
Quote Name:	City of Ormond Beach-EnerGov-2020 Shared Services Quote
Quote Number:	2020-112110
Quote Description:	EnerGov SaaS

Sales Quotation For

City of Ormond Beach
22 S Beach St
Ormond Beach, FL 32174-6386
Phone +1 (386) 677-0311

EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
Core Software:			
EnerGov Community Development Suite (30 Users)	$3,715.00	1	$44,581.00
EnerGov Business Management Suite (Site License)	$1,277.00	1	$15,329.00
Tyler GIS (30 users)	$639.00	1	$7,667.00
iG Workforce Mobile Apps (10 Users)	$426.00	1	$5,106.00
EnerGov Citizen Self Service - Community Development & Business Mgmt. (Site License)	$1,704.00	1	$20,445.00
EnerGov Adv. Server Extensions Bundle (Site License)*	$639.00	1	$7,667.00
	TOTAL:		**$100,795.00**

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
EnerGov Project Management	470	$185.00	$86,950.00	$0.00
EnerGov Implementation Consultant	1015	$185.00	$187,775.00	$0.00

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Fundamentals Training	40	$185.00	$7,400.00	$0.00
Reporting Services	120	$250.00	$30,000.00	$0.00
Training & Go Live Support	120	$185.00	$22,200.00	$0.00
Data Conversion Services	160	$250.00	$40,000.00	$0.00
NTE Additional Hours	385	$185.00	$71,225.00	$0.00
Travel Expenses (25 Trips) NTE	25	$2,040.00	$51,000.00	$0.00
TOTAL:			**$496,550.00**	**$0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$0.00	$0.00
Total SaaS	$0.00	$100,795.00
Total Tyler Services	$496,550.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$496,550.00**	**$100,795.00**
Year One Contract Total	**$597,345.00**	
Contract Total	**$597,345.00**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

***EnerGov Adv. Server Extensions Bundle includes: Intelligent Automation Agent, Social IO Extension, EnerGov Open Data Service, EnerGov Decision Engine.**

Methodology Details:

- EnerGov Implementation: Tyler leads and owns the configuration of 30 business transactions, 5 geo-rules, and 5 automation events included in the application. Configuration elements beyond this will be owned by the client.
- Tyler Technologies' EnerGov implementation team will be primarily responsible for the following implementation tasks:
- EnerGov Case Type Setup (and all associated items required to configure)
- Training on how to use EnerGov
- Setup of EnerGov GIS Map
- Setup of EnerGov GIS Live Link
- Setup of CSS GIS Map (as applicable, based on contract)
- Setup of CSS ArcGIS Integration (as applicable, based on contract)
- Setup of CSS Payments (as applicable, based on contract and client having secured an appropriate payment gateway)
- Setup and testing of Tyler-to-Tyler integrations (Munis, Tyler Cashiering, Tyler Content Management, Tyler Incident Management, as applicable based on contract)
- Setup of iG Workforce licenses (as applicable, based on contract)
- EnerGov Automation Events (Intelligent Objects, standard Intelligent Queries). This covers automation tasks like E-mails, Tasks, Geo Rules, etc.
- EnerGov Case Type Setup (and all associated items required to configure)
- EnerGov System Setup Configuration (Holidays, Zones, Hold Types, Hearing Types, etc.)
- EnerGov Report Setup's dynamic custom fields
- EnerGov User/User Role Setup
- EnerGov Workflow/Workflow Template Setup (WF Actions, Steps, Templates, Submittal Types, Item Reviews etc.)
- CSS Experience (CSS Case Types, CSS Geo Rules, CSS Themes, Headers, Menus, Security Settings, etc.)
- The City's EnerGov implementation team will be responsible for the following implementation tasks:
- Work with EnerGov personnel to Assess & Define in-scope transactions, geo-rules, automation events, reports, and integrations
- Provide consumable GIS data to EnerGov
- Complete validation testing of all configured business transactions, geo-rules, and automation events within scope
- Complete validation testing of CSS experience (CSS Case Types, CSS Geo Rules, CSS Themes, Headers, Menus, Security Settings, etc.)
- Complete User Acceptance Testing of all configured business transactions, geo-rules, and automation events within scope
- Complete User Acceptance Testing of CSS experience (CSS Case Types, CSS Geo Rules, CSS Themes, Headers, Menus, Security Settings, etc.)
- Participate in all scheduled EnerGov training
- Assist EnerGov data conversion personnel as necessary



Exhibit 2
EnerGov Statement of Work

As of the Amendment Effective Date, the following EnerGov Statement of Work is added to the Agreement in accord with this Amendment.

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Statement of Work

Tyler Technologies

Prepared for:

City of Ormond Beach, FL

22 South Beach Street, Ormond Beach, FL 32174

Prepared by:

Chuck Newberry
2160 Satellite Blvd., Suite 300, Duluth, GA 30097
Tyler Technologies, Inc.
www.tylertech.com

Revised: 3/1/2019

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer the City of Ormond Beach the opportunity to make the City more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
EnerGov	Community Development
EnerGov	Business Management
EnerGov	IG Workforce Apps
EnerGov	Citizen Self Service – Community Development
EnerGov	Citizen Self Service – Business Management

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The City's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City project manager(s) will be responsible for reporting to the City steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City project manager(s) and the Project and through participation in regular internal meetings, the City steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City steering committee also provides support to the City project manager(s) by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The City steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. As requested by the City, the Tyler project manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.

- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City has the ability to allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.

- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.
- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler project staff.

- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

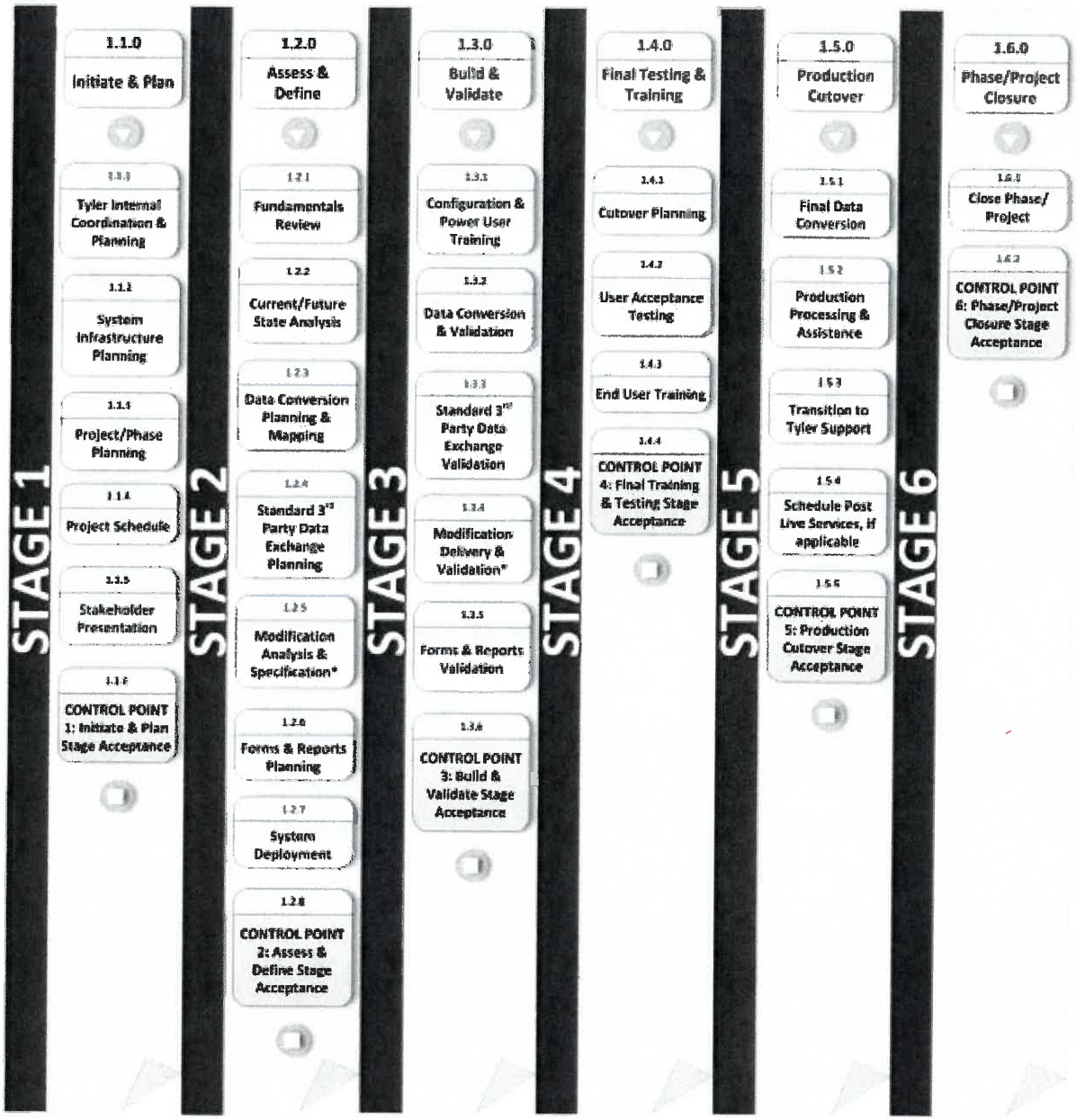
3.5 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- The City testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The City is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "work packages." The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a "Control Point", confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																					
	TYLER									CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler Project Manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City's site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

City stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
    - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
    - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
    - Acceptance criteria: City reviews and acknowledges Implementation Management Plan
- Project Plan/Schedule
    - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
    - Scope: Task list, assignments and due dates
    - Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete
-

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Fundamentals Review																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.3 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.4 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City's Legacy System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

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STAGE 2	Data Conversion Planning & Mapping																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.5 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City's responsibility to ensure the third party program operates or accesses the data correctly.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3rd Party Data Exchange Planning																					
	TYLER									CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.6 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the City will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.7 Forms & Reports Planning

City and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.3.8 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.9 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.9.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
    - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
    - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
    - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
    - Objective: Define data conversion approach and strategy
    - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
    - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
    - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the City's needs
        - Scope: Design solution for Modification
    - Acceptance criteria: City accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements
- Completed Forms options and/or packages
    - Objective: Provide specifications for each City in Scope form, Report and output requirements
    - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
    - Acceptance criteria: Identify Forms choices and receive supporting documentation
- Installation checklist
    - Objective: Installation of purchased Tyler software
    - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
    - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.3.9.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed
- Fundamentals review is complete

- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City's needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Configuration & Power User Training																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																					
	TYLER									CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3rd Party Data Exchange Validation																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted modified program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted modified program(s)			I	I			I					A	R		C			C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report Training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
    - Objective: Convert Legacy System data into Tyler system
    - Scope: Data conversion program complete; deliver converted data for review
    - Acceptance criteria: Initial error log available for review
- Data conversion verification document
    - Objective: Provide instructions to the City to verify converted data for accuracy
    - Scope: Provide self-guided instructions to verify specific data components in Tyler system
    - Acceptance criteria: City accepts data conversion delivery; City completes data issues log
- Installation of Modifications on the City's server(s) *except for hosted Clients
    - Objective: Deliver Modification(s) in Tyler software
    - Scope: Program for Modification is complete and available in Tyler software, Modification testing
    - Acceptance criteria: Delivery of Modification(s) results in objectives described in the City-signed specification.
- Standard Forms & Reports Delivered
    - Objective: Provide Standard Forms & Reports for review
    - Scope: Installation of all Standard Forms & Reports included in the Agreement
    - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3rd party Data Exchange training provided
- Modifications delivered and available for testing in Stage 4
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

City and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																					
	TYLER									CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
    - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
    - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
    - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates
- User Acceptance Test Plan
    - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
    - Scope: Testing steps for Standard business processes.
    - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Modification(s) tested and accepted, if applicable
- Standard 3rd party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

4.6 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager(s) collaborate with City Project Manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
    - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
    - Scope: Final passes of all conversions completed in this Phase
    - Acceptance criteria: Data is available in production environment
- Support transition documents
    - Objective: Define strategy for on-going Tyler support
    - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
    - Acceptance criteria: The City receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler support is completed
- Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The City and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the City Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
    - Objective: Provide comparison of contract Scope and Project budget
    - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
    - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends City steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
    - Validates contract compliance throughout the Project.
    - Ensures Deliverables meet contract requirements.
    - Acts as primary point of contact for all contract and invoicing questions.
    - Prepares and presents contract milestone sign-offs for acceptance by City project manager(s).
    - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning

- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full scale Project Plan.
- Collaborates with City project manager(s) to plan and schedule project timelines to achieve on-time implementation.

- Implementation Management

  - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
  - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
  - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may impact the outcomes of the Project.
  - Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
  - Sets a routine communication plan that will aide all project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the project.

- Team Management

  - Acts as liaison between project team and Tyler manager(s).
  - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and adjusts as necessary.
  - Interfaces closely with Tyler developers to coordinate program Modification activities.
  - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the City following configuration.
- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support.
- Provides product related education.

- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the City on the status and resolution of reported issues.

5.1.7 Tyler Subject Matter Expert

- Possesses both a broad and deep understanding of the functionality within Tyler software products for his/her functional area(s).
- Provides confident recommendations regarding configuration decisions and business process best practices using Tyler's products based on his/her experience and expertise implementing Tyler software products with similar organizations.
- Provides conversion consulting and mapping assistance.
- Follows up on issues identified during sessions.
- Documents activities for on site services.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project schedule.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.
- Performs gap analysis and documents non-contracted Modifications requests.

5.1.8 Tyler Data Conversion Experts

- Validates client data files are in proper format.

- Develops customized conversion programs to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the City with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the City discovers data anomalies and exception conditions.

5.1.9 Tyler Reports/Forms Experts

- Provides specifications for all Forms & Reports in Scope.
- Reviews requirements for Peripherals and Consumables, if applicable.
- Conducts review of City's form mockup sheets.
- Develops final form designs.
- Configures and installs Forms software and approved Forms.

5.1.10 Tyler Trainer

- Provides product related education.
- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.

5.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.

- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - City Policies

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
    - Validates contract compliance throughout the Project.
    - Ensures invoicing and Deliverables meet contract requirements.
    - Acts as primary point of contact for all contract and invoicing questions.
    - Signs off on contract milestone acknowledgment documents.
    - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
    - Review and acknowledge Implementation Management Plan.
    - Defines project tasks and resource requirements for City project team.
    - Collaborates in the development and approval of the initial Project Plan and Project Plan.
    - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management
    - Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
    - Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
    - Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.

- Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
- Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.

- Team Management
  - Acts as liaison between project team and stakeholders.
  - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and takes corrective action, if needed.
  - Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
  - Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City project manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Presentation
  - Implementation Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of City resources

- Attendance at scheduled sessions
- Change Management activities
- Modification specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

5.2.5 City Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.
- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.
- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to City staff during and after implementation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for City third party Data Exchanges.
- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

5.2.9 City Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.10 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

6 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes "Test Cases" to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Tyler Resources Purchased

Tyler's complete EnerGov proposal as set forth in the Investment Summary have been defined within the project as follows:

- Estimated Timeline of 12 months

7.1.1 Business Scope (Transactions and Automation)

- Please refer to the Investment summary for hours and scope of the project

7.1.2 "Business transaction" is defined by:

- Unique workflow or business process steps & actions (including output actions)
- Unique Automation logic (IO logic etc)
- Unique Fee assessment / configuration definition
- Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case transaction design document and configuration event

7.1.3 "Template" transaction is defined by:

- A pre-defined and pre-configured EnerGov best management business process.

7.1.4 "Geo-Rule" is defined by:

- An automation event that is triggered by a condition configured around the source Esri geodatabase. Current geo-rule events are:

• **Alert**	• **Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).**
• **Block**	• **Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)**
• **Block with Override**	• **Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.**
• **Fee Date**	• **Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.**

• **Filed Mapping**	• A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
• **Required Action**	• A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
• **Required Step**	• A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
• **Zone Mapping**	• The zone(s) automatically populate on the "Zones" tab of the record (i.e. plan, permit, code case, etc.).

7.1.5 "Intelligent Object (IO)" is defined by:

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

7.1.6 "Intelligent Automation Agent (IAA)" is defined by:

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

7.1.7 "EnerGov SDK API (Toolkits)" are defined by:

- API's developed by Tyler Technologies for the purpose of extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR's to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any "in-scope" integrations.

8 EnerGov Conversion Summary

8.1 Community Development: Permits

- Permit master basic information
- Permit Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Renewals
- Initialized Workflows
- Attachments
- Contractors
- Projects
- Payment and Fee History

8.2 Business Management

- Business entity (Only for Business Licensing)
- License master basic information
- License Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note Parcel and Addresses
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Contractors
- Business Types & NAICS codes

- Payment and Fee History

8.3 Community Development: Code Cases

- Code Case master basic information
- Code Case Contacts and Properties
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity Active Fees
- Activities and Actions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Violations
    - Fees
    - Payments
    - Notes
- Meetings and Hearings
- Zones
- Requests
- Payment and Fee history

8.4 Community Development: Plans

- Plan master basic information
- Plan Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Initialized Workflows
- Attachments
- Projects
- Payment and Fee history

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 7.M
Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Water Quality & the Environment - Other		
Department :	Public Works - Utilities Management		
Subject:	Intent to Bid - Annual Supply of Chemicals for Water and Wastewater		
Budget Impact:	The bid award will reflect the vendor provided unit pricing for the desired unit of measure for each of the chemicals listed. Funding for annual water and wastewater treatment plant chemical costs is contained in Fund 401-Water and Wastewater Operating Fund and is estimated at $800,000 for Fiscal Year 2023-2024.		
Summary:	This item is of staff's intent to go out to bid on various chemicals required in the water and wastewater treatment process.		
Recommended Action:	This item serves as public notification of the intent to utilize the aforementioned and attached bid documents for advertisement and the eventual award for pertinent chemical provision and delivery. No action is required by the City Commission at this time. Subsequent action will be requested in the future for recommendation of bid award to the lowest most responsive vendor as determined upon review of bids received as a result of this bid advertisement.		
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305		

Approval:

Kelly McGuire, Finance Director	5/18/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	5/22/2023	
Joyce Shanahan, City Manager	6/1/2023	Joyce Shanahan

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Bob Preis, Utilities Manager

Date: June 6, 2023

Subject: Intent to Bid - Annual Supply of Chemicals for Water and Wastewater

Commission Goal: Water Quality & the Environment - Other

Introduction

This is a disposition item notifying the City Commission of staff's intent to utilize the attached documents for purposes of securing bids from interested companies to provide and deliver chemicals for use at the City's Water and Wastewater Treatment Facilities for a two (2) year fixed rate period, with an automatic price increase in the third (3rd) year, based on the Producer Price Index (PPI) for Water Treatment Chemicals.

Background

Each year, the City's Water and Wastewater Utilities Division is required to prepare bid specifications and contract conditions for desired chemicals delivered and utilized at the City's water and wastewater treatment facilities.

Staff has prepared the attached bid documents for advertisement following the City's unique procurement conditions, chemical specifications and insurance provisions for the types and quantities of products necessary for compliant plant operations.

Discussion

Under existing policy, the project manager is required to provide a copy of all in-house prepared bid documents for City Commission review prior to advertisement of the proposed services. Specifications define product criteria, estimated annual quantities for use and pertinent delivery conditions and locations. The bid advertisement is scheduled for June 11, 2023 with a receipt of bids on July 11, 2023. Upon receipt of bids, City staff will conduct an evaluation of the bids to determine the lowest and most responsive vendor. Upon staff determination of the lowest responsive bidder, a recommendation for award will be provided to the City Commission.

Budget Impact

The bid award will reflect the vendor provided unit pricing for the desired unit of measure for each of the chemicals listed. Funding for annual water and wastewater treatment plant chemical costs is contained in Fund 401-Water and Wastewater Operating Fund and is estimated at $800,000 for Fiscal Year 2023-2024.

Citizen Impact

The public advertisement and eventual award of services to the most responsive bidder insures vendors supplying essential products that meet the City's qualifications standards and pricing obtained is competitively based.

Recommendation

This item serves as public notification of the intent to utilize the aforementioned and attached bid documents for advertisement and the eventual award for pertinent chemical provision and delivery. No action is required by the City Commission at this time. Subsequent action will be requested in the future for recommendation of bid award to the lowest most responsive vendor as determined upon review of bids received as a result of this bid advertisement.

Attachments:

1. CHEMICAL BID AGREEMENT
2. BID 2024-01 Water and Wastewater Chemicals with PPI cost adjustment language

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: May 18, 2023

Claire Whitley, Assistant City Manager — Date: May 22, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: June 01, 2023

AGREEMENT

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

1. **Scope of Work.** The Bid ("Water and Wastewater Chemicals", ITB 2024-01) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

   A. **Authorization for Purchases.**
      1. The purchase of chemicals will be on an as-needed basis using Purchase Orders for orders exceeding $2,500.00.

      2. Each Purchase Order shall contain the chemical name, cost per unit, number of units purchased and total cost.

      3. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the amount of chemicals that will be purchased during the life of this Agreement. City reserves the right to contract with other parties for the products contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.

2. **Term.** This Agreement shall be effective on October 1, 2023 and shall have an initial term of two (2) years. This Agreement will be automatically renewed for one (1) additional one-year period unless either party provides at least ninety (90) days prior written notice of its intent not to renew.

3. **Consideration.**
   A. Contractor shall provide the chemicals at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

   B. Cost Adjustments: Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be

documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

4. **Delivery.** Contractor shall deliver the chemicals within the time frame set forth on Exhibit "A".

5. **Termination of Agreement**.

(a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

(b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

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

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

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

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

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

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

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

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

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

be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

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

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

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

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

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

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

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

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

a. Premises, Operations, Products and Completed Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation
d. Explosion, Collapse & Underground Conditions
e. Blanket Contractual Liability
f. Personal Injury Liability
g. Broad Form Property Damage Endorsement, including Completed Operations

h. Independent Contractors
i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
j. Pollution Liability (if applicable)
k. Asbestos Abatement (if applicable)
l. Fire Damage Liability

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

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

Limits (not less than)

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

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

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

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

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

(d) Excess Liability

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

(e) Builder’s Risk

Contractor shall purchase Builder’s Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

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

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

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

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

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

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

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

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

(f) **Policies of Insurance**

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

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

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

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

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

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

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

(a) Keep and maintain public records required by the City to perform the contracted service.
(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR

ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

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

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

(b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

(c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date**. This Agreement shall become effective upon the date last signed by the parties hereto.

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

DATED this _____ day of _____, 2023.

Witnesses:

CITY OF ORMOND BEACH

_____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

_____

By: _____
JOYCE SHANAHAN
City Manager

Print Name: _____

DATED this _____ day of _____, 2023.

Witnesses:

(CONTRACTOR)

_____

By: _____

Print Name: _____

Print Name: _____

Title: _____

_____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

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

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Water and Wastewater Chemicals

Bid Number: 2024-01

Bid Opening Date & Time: 7/12/2023 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: _____

_____

Bidder's Mailing Address: _____

_____

City, State, Zip Code: _____

F.E.I.N or SS Number: _____

Phone Number: _____

Email: _____

If returning as "No Bid", please state the reason(s):_____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond

Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

_____
AUTHORIZED SIGNATURE

_____
NAME

_____
TITLE

_____
DATE

GENERAL CONDITIONS

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

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

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

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

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

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

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

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

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

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

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

EQUIPMENT: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

COST ADJUSTMENTS: Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

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

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are <u>not</u> assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees,

and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

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

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

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

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding $2,500.00.

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

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

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

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

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

CITY CLERK

22 SOUTH BEACH STREET

ORMOND BEACH, FLORIDA 32174

(386)677-0311

CITYCLERK@ORMONDBEACH.ORG

or online at

https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

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

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach

Water and Wastewater Chemicals

BID 2024-01

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME

_____
TITLE

_____
DATE

City of Ormond Beach

Water and Wastewater Chemicals

BID 2024-01

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

_____

COMPANY NAME

_____

AUTHORIZED SIGNATURE

_____

NAME (PRINT OR TYPE)

_____

TITLE

_____

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

_____

COMPANY NAME

_____

AUTHORIZED SIGNATURE

_____

NAME (PRINT OR TYPE)

_____

DATE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
    (1) A physical business and location address;
    (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
    (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
    (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
    (5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
c. Payment of business tax and real property tax due to the City of Ormond Beach is current
d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name:_____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____Fax Number: _____

Owner's Name: _____Signature: _____

Sworn to before me this _____day of _____

Notary Public for the State of _____My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an <u>eligible</u> local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by:_____Date: _____

EXHIBIT "A"

A. Payment and Performance Bonds

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

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

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

i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

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

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

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

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

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

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

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

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

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

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

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

$100,000 Each Accident Bodily Injury by Accident

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

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

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

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

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

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

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

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

Limits (not less than)

$1 Million Each Occurrence

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

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

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

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

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

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

E. Policies of Insurance

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

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

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

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

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

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

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

_____

_____

_____

PHONE NO.: _____ EMAIL: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

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

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) years beginning October 1, 2023 and ending September 30, 2025** and will be automatically renewed for one additional **one (1) year** period unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Suppliers may submit bids for one, more than one, or all of the following chemicals.

Please indicate which chemicals in submittal:

Chemical WTP – Water Treatment Plant WRF – Water Reclamation Facility	Complete Corresponding Page Number(s) along with all preceding pages 1-25 and bid bond if required	Check here
Caustic Soda - WTP	Pages 27-28	
Corrosion Inhibitor - WTP	Pages 29-30	
High Calcium Bulk Quicklime - WTP	Pages 31-32	
Liquid Carbon Dioxide - WTP	Pages 33-34	
Liquid Sodium Hypochlorite – WTP & WRF	Pages 35-37	
Scale Inhibitor - WTP	Pages 38-40	
Solid Anionic Polymer (3333) - WTP	Pages 41-42	
Hydroflorosilicic Acid 23% - WTP	Pages 43-44	
Anhydrous Ammonia - WTP	Pages 45-46	
Sodium Bisulfite - WRF	Pages 47-48	
Polymer (SE-1188) - WRF	Pages 49-50	
Liquid Aluminum Sulfate (ALUM) - WRF	Pages 51-52	
Calcium Hypochlorite	Pages 53-54	

The bidder, hereby declares that they have carefully examined the specifications for the **Water and Wastewater Chemicals** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use.**

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Caustic Soda
Quantity: approximately 3 – 4 drums

General Description of Services

Caustic Soda shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Caustic Soda shall be in liquid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF for the ANSI/NSF - 60 Standard at a maximum use level in drinking water of 200 mg/l. Caustic soda provided shall be in accordance with the following general list of physical properties:

• NaOH content	49.0% minimum
• Specific Gravity	1.51 minimum
• Appearance	Clear and Particle free
• NaCL, wt.%	1.10 maximum
• Fe, ppm	7.0 maximum

Caustic Soda will be delivered as liquid (price per drum)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery quantities shall vary between two (2) to three (3) drums for a total of 110 to 165 gallons. Containers shall be non-ferrous 55 gallon drums. Chemical shall be delivered at the above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Caustic Soda.
The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be

supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Caustic Soda. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CAUSTIC SODA - approx. 3 – 4 drums	**55 gal/drum**	

Corrosion Inhibitor
Quantity: approximately 18 – 23 totes

General Description of Services

Corrosion inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The corrosion inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

• Polyphosphate/Orthophosphate Blend Ratio	30%/70%
• Active Ingredients (Total PO4)	33% minimum
• Appearance	Clear and slightly hazy
• pH	4 to 7
• Specific Gravity	1.31 to 1.44

Corrosion inhibitor will be delivered as liquid (price per tote)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 2 and 4 totes. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a

"CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CORROSION INHIBITOR - approx. 18 - 23 totes	275 Gallon tote	

High Calcium Bulk Quicklime
Quantity: approximately 900 – 1,100 tons

General Description of Services

High calcium bulk quicklime shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The high calcium bulk quicklime shall be in solid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex.

Also to be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the latest edition of AWWA B202-02 regarding quicklime except as amended by the City of Ormond Beach, in the following manner:

The standards shall read 91% available Calcium Oxide instead of 90% available Calcium Oxide.
Section 1.4.1 through 1.4.2 shall be omitted.

High calcium bulk quicklime will be delivered as solid (price per ton)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The quicklime shall be delivered into two 50 ton lime storage bins by truck and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities requested may vary between 20 tons to 26 tons to the above referenced facility. Delivery shall be made within 48 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within two (2) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's

license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

The City of Ormond Beach reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Ormond Beach and the latest edition of A.W.W.A. B202, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,100 tons	**ton**	

Liquid Carbon Dioxide
Quantity: approximately 170,000 – 200,000 pounds

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

• minimum purity:	99.5%
• water:	< 200 ppm
• nonvolatile residues:	< 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Liquid Carbon Dioxide.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	**pound**	

Liquid Sodium Hypochlorite
Quantity: approximately 280,000 gallons – 320,000 gallons

General Description of Services

Sodium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street and the Water Treatment Plant located at 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/NSF the American National Standards Institute/National Sanitation Foundation Standard 60 and AWWA B300-04. In addition, the material must be filtered 2 or more times before shipment.
The Sodium Hypochlorite shall be in liquid form and shall meet the following general list of physical properties:

• Sodium Hypochlorite by weight	≥ 10.85 per cent
• Hypochlorite	≥ 120 g/L
• Iron	< 0.3 mg/L
• Copper	< 0.03 mg/L
• Nickel	< 0.03 mg/L
• Chlorate	< 2,000 mg/L
• Bromate	< 15 mg/L
• Sodium Hydroxide Between	.15% by weight and .45% by weight

Sodium Hypochlorite will be delivered as liquid (price per gallon)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B300-04 standard

Each Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at water or wastewater treatment plants (at least five of each type) in the past three years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents.

Each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for sodium hypochlorite over the past five (5) years.
The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications (“safety incidents”) for sodium hypochlorite it delivers or manufactures for the past five (5) years.

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each Bidder shall submit a 1500 ml “chilled” sample of their product representative of their manufacturing process from Bidder’s manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Contractor’s product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with the bid. Failure to submit a sample or meet the requirements of the specification shall result in disqualification of the bid.

Sampling and testing shall be in accordance with EPA and AWWA B300-04 standards and in accordance with the documents titled: “The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach” and “Suspended Solids Quality Test for Bleach Using Vacuum Filtration”, distributed by Powell Fabrication and Manufacturing, Inc. and available at http://www.powellfab.com. The approved laboratories are listed below. Contactor may use another laboratory, but that laboratory must be certified by the National Environmental Laboratory Accreditation Conference (NELAC) and must be able to meet the following Minimum Detection Limits (MDL): (1) Metals .02 mg/L; (2) Bromate .1 mg/L; (3) Chlorate 20 mg/L; and (4) Chlorine/Excess Caustic 0.1%. Contractor shall provide proof of current NELAC certification and laboratory analysis shall specify the MDL if a non-approved laboratory is used.

Approved Testing Agency

NovaChem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. Delivery will be accepted when and as needed at each location. An emergency delivery is defined as a delivery which is necessary in order to prevent Ormond Beach from running out of sodium hypochlorite in less than 36 hours. Ormond Beach shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall be accompanied by a certified chemical analysis report to show the following:

Date and time of manufacture
Percent by weight sodium hypochlorite
Excess Sodium Hydroxide
Specific Gravity (at a referenced temperature)
Suspended solids test time

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled sodium hypochlorite. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Ormond Beach reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-04 specifications, and the supplemental specifications included with this document. A combination of two failures to comply with these specifications from either rejections of a shipment or from a subsequent complete laboratory analysis may result in termination of the supply contract for the sodium hypochlorite.

Further, Ormond Beach reserves the right to take samples from Bidder's other customers to ensure that the product's sample is in compliance with all the requirements of this specification and such a sample shall be judged representative of the product's quality. In such event, Ormond Beach shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of the specification shall result in disqualification of the bid.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

The liquid hypochlorite shall be delivered into three (3) 2,500-gallon storage tanks at the City's Water Reclamation Facility located at 550 N. Orchard St., Ormond Beach, FL. 32174, and (2) 1,500 gallon storage tanks located at the Water Treatment Plant located at 298 Tomoka Avenue. Quantities requested for delivery can range between 2,000 gallons up to a full tanker truck load.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID SODIUM HYPOCHLORITE - approx. 280,000 – 320,000 gallons	**gallon**	

Scale Inhibitor
Quantity: approximately 12 – 14 totes

General Description of Services

Scale inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Plant contains four (4) Hydranautics ESPA 3 low pressure reverse osmosis skids rated at 1.25 Million Gallons per Day (MGD) per skid. The recovery rate is 85%, feed pump capacity is 1,250 gallons per minute (gpm) and the chemical feed pump is rated at 71 gallons per hour. Scale inhibitor shall be liquid, able to effectively prevent fouling of the membranes using the equipment described in the paragraph above for the reverse osmosis system at the City of Ormond Beach Water Treatment Plant.

Bids will be accepted only for those products approved for use by the membrane manufacturer. A list of approved products is attached to this specification as Exhibit A. The product must be approved for use in potable water in the State of Florida and must be certified by NSF as compliant with NSF ANSI Standard 60.

A qualified technician must be available within 24 hours' notice for troubleshooting should there be any scaling problems with the RO system.

Should scaling occur, the scale inhibitor supplier must have the capability of cleaning one of the scaled membranes off-site to determine the best cleaning chemicals and best cleaning procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning. A free membrane autopsy should be provided once per year should any problems arise while the supplier's scale inhibitor is being used.

Feed (Raw) Water quality at the treatment plant is approximately:

pH	7.0
M Alkalinity	287 mg/L
Total Hardness	301 mg/L as CaCO3
Calcium Hardness	285 mg/L as CaCO3
Turbidity	4.5 NTUs
Chlorides	82 mg/L
Conductivity	742 µS/cm

The product shall also meet the following parameters:

The scale inhibitor provided shall be in accordance with the following general list of physical properties:

• pH	3-5
• S.G	1.1–1.2
• Dosage Rate	≤ 3 mg/L pH
• Color	transparent light yellow

• Must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
• Must control Calcium Carbonate up to an LSI of 2.6
• Must control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride and calcium phosphate scale.
• Must disperse silica and colloidal iron.

Scale Inhibitor will be delivered as liquid (price per tote)
Bidders shall provide documentation that the product is approved for use in potable water in the State of Florida and is certified by NSF as compliant with NSF ANSI Standard 60.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 300 gallon tote bins to the referenced facility provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. The minimum order ranges is one (1) tote. The supplier shall provide 24 hours' notice prior to delivery and will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SCALE INHIBITOR - approx. 12 – 14 totes	**300 gallon tote**	

EXHIBIT A
City of Ormond Beach
ACCEPTABLE SCALE INHIBITORS

Antiscalants and Dispersants Compatible with LEWABRANE RO B400ULPASD Hydranautics Membranes: CPA, ESPA, ESNA, LFC, SWC

Supplier Name Product Name

American Engineering Services AWC A-102 Plus; or
American Water Chemicals AWC A-102 Plus; or
Approved equal

Note: **This is a partial list** of membrane-compatible chemical products that Hydranautics has indicated is acceptable as part of the membrane supplier honoring the warranty on the units. It is the City's understanding that Hydranautics is aware of and has not received any complaints from the field regarding their compatibility. Hydranautics relies on the supplier of the chemical to have performed all membrane compatibility and process efficacy tests, and makes no claim and accepts no responsibility for the effectiveness of these chemicals.

To be considered an approved equal, suppliers must provide data and evidence that the product has worked successfully in similar applications with Hydranautic membranes. Additionally, Hydranautic must indicate their concurrence so as to keep the membrane warranty in effect.

Solid Anionic Polymer
Quantity: approximately 4,000 – 5,500 pounds

General Description of Services

Polymer shall be used as a coagulant aide at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. Polymer shall be solid and equal to Clarifloc A-3333P.
Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity after lime softening. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall e-mail Brad.Bowman@ormondbeach.org.

Polymer will be delivered as solid (price per pound).

The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The polymer shall be delivered to the referenced facility. Delivery shall be accepted by the City of Ormond Beach when, and as, needed. The quantity delivered at one time is one pallet containing 30 fifty pound bags. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SOLID ANIONIC POLYMER - approx. 4,000 - 5,500 pounds	**pound**	

Hydroflorosilicic Acid
Quantity: approximately 15-25 tons

General Description of Services

Hydroflorosilicic Acid (HFS) shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The HSF product shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA Standard B703.

The Hydroflorosilicic Acid provided shall be in accordance with the following general list of physical properties:

- Percent mixture as H_2SiF_6 22%-24%
- Active Ingredients (Fluoride) 18% minimum
- Appearance (Color) water white and <10 units of color
- pH of a 1% solution @ 25degrees C <2.0
- Specific Gravity 1.19 to 1.23
- Arsenic concentration, % 0.001 maximum
- Heavy Metals, expressed % as Pb 0.02 maximum

Hydroflorosilicic Acid will be delivered as liquid (price per ton) and shall be final filtered through no greater than 1 micron filter to support removal of contaminants.

Vendor shall be prepared to provide the owner with a sample of HFS product for delivery prior to offloading to ascertain product clarity. The owner reserves the right to reject the delivery based upon clarity of sample. The owner also reserves the right to test a sample taken from the delivered product for any and all physical properties listed above with a third party laboratory for determination of specification compliance. Deliveries found to be out of compliance with one or more physical properties tested shall be subject to rejection. Vendor shall be responsible for removal and disposal of rejected project and replacement with compliant product within 1 week of notification by owner.

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications and certified to meet AWWA Standard B703.

Regulated metals, Single Product Allowable Concentration (SPAC) shall not exceed those listed in NSF/ANSI 60 – 2004, Table D1 – U.S. Environmental Protection Agency and Health Canada NSF/ANSI 60 drinking water criteria.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder’s shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer’s shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in bulk at the expense of the supplier and shall, upon acceptance by the City of Ormond Beach, be delivered in bulk into two (2) tanks, having capacity of 1,500 gallons per each tank. Maximum delivery volume due to

storage constraints is twelve (12) Tons of Hydroflorosilicic acid. Delivery will be scheduled when and as needed. The supplier shall provide 24 hours notice prior to delivery.

Contractor shall make “normal” deliveries within three (3) days after receipt of order and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of “emergency” deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor’s delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel’s constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver’s license with a Hazardous Material endorsement. Contractor’s drivers shall display its driver’s license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a “CD” with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor’s supply agreement.

Bid Evaluation:

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder’s quality, safety record, reliability, and previous performance in awarding the contract for the product.

A certificate of compliance and certified analysis as to the composition of the product must be provided to the City prior to each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HYDROFLUOSILICIC ACID – approx. 15-25 tons	**ton**	

Anhydrous Ammonia
Quantity: approximately 20,000 – 25,000 pounds

General Description of Services

Anhydrous ammonia shall be supplied for chloramine production at the City of Ormond Beach Water Treatment Plant for potable water disinfection, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in gaseous form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex. Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

- Ammonia (NH3) content: 99.99% minimum
- Oil: 2 parts per million (ppm) maximum

Anhydrous Ammonia will be delivered as gas (price per pound)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,000 to 4,000 pounds per delivery to an existing on-site bulk storage facility consisting of one (1) 1,000 gallon storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.
Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking anhydrous ammonia.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
ANHYDROUS AMMONIA - approx. 20,000 - 25,000 pounds	**pound**	

Sodium Bisulfite
Quantity: Approximately 15,000 – 28,000 gallons

General Description of Services

Sodium bisulfite is used for the purpose of dechlorination at the City of Ormond Beach Wastewater Treatment Plant, 550 North Orchard Street, Ormond Beach, FL 32174. The sodium bisulfite shall be in liquid form and shall meet the following minimum chemical specifications:

- Sodium Bisulfite Solution: 38% to 42% Solution strength
- Sulfur dioxide equivalent: 23.4% to 24.8%
- Specific Gravity: 1.31 to 1.36 @ room temperature of 60 F
- pH: 4.0 to 4.8
- Fe content shall not exceed 3 parts per million (ppm) and heavy metals shall not exceed 5 ppm

Sodium Bisulfite Solution will be delivered as liquid (price per gallon).

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,500 gallons per delivery or less to an existing on-site bulk storage facility consisting of two (2) 2,500 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Sodium Bisulfite
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper

performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled aluminum sulfate. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SODIUM BISULFITE - approx. 15,000 – 28,000 gallons	**gallon**	

Polymer (Biosolids Dewatering)
Quantity: Approximately 42 - 48 Totes

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened tote bins and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm
- Maximum Polymer dosage: 30 pounds/ dry ton

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Al Waitt, Wastewater Plant Chief Operator, via e-mail at Al.Waitt@ormondbeach.org

Polymer Solution will be delivered as liquid in non-ferrous 275 gallon tote bins (price per tote)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements
Delivery shall be in non-ferrous 275 gallon tote bins to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The minimum delivery requirement is two totes. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.
Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
  - Net weight
  - Name of manufacturer
  - Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled aluminum sulfate. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
POLYMER (Biosolids Dewatering) - approx. 42-48 totes	**275 gallon tote**	

Liquid Aluminum Sulfate
Quantity: approximately 40,000 – 50,000 gallons per year

General Description of Services

Liquid Aluminum Sulfate (Alum) is used as a phosphorous removal aid at the City of Ormond Beach Wastewater Treatment Plant (WWTP), 550 North Orchard Street, Ormond Beach, FL 32174. The Alum shall be in liquid form containing water-soluble aluminum and shall meet the following minimum chemical specifications:

- Baume: 35.0 – 37.0
- % Free Al2O3: 0.01% – 0.20%
- % Total Al2O3: 8.2% – 8.4%
- % Total Fe2O3: 0.3% MAX
- Insolubles: 0.02% MAX

Alum Solution will be delivered as liquid (price per gallon)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 3,300 gallons per delivery to an existing on-site bulk storage facility consisting of two (2) 3,000 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Aluminum Sulfate
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The

Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled aluminum sulfate. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID ALLUMINUM SULFATE - approx. 40,000 – 50,000 gallons	**gallon**	

Calcium Hypochlorite
Quantity: approximately 7 – 8 pallets

General Description of Services

Calcium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the latest, approved edition of one or more of the following the standards for the ANSI/NSF. The Calcium Hypochlorite shall be in solid form and shall meet the following general list of physical properties:

• Ca(OCl)2 content	65.0% minimum
• Specific Gravity	(H2O=1) 0.98@680F minimum
• Appearance	Solid White Granule

Calcium Hypochlorite will be delivered as solid (price per pallet)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in pallets. Each pallet shall have 10 non-ferrous buckets with each bucket containing 100 pounds of chemical. Buckets shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities shall vary between one (1) and two (2) pallets delivered to the above referenced facility. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CALCIUM HYPOCHLORITE – approx. 7-8 pallets	**100 pound pallet**	

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ (*hereinafter called Principal*) and

_____

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____

_____Dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2024 - 01

in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20_____.

_____
(Principal)

By: _____

ATTEST: _____
(Surety)

_____ By: _____
(SEAL)

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 7.N
Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Quality of Life - Complete Doug Thomas Way		
Department :	Public Works - Engineering		
Subject:	Intent to Bid - Doug Thomas Way Extension		
Budget Impact:	This project was included in the Fiscal Year (FY) 2021-2022 budget of Fund 308-Transportation Fund. A budget amendment will be needed to reallocate the funding to the current fiscal year.		
Summary:	This disposition item provides public notice of the City's intent to issue an invitation to bid for the Doug Thomas Way Extension project, bid number 2023-22. The project will complete the Doug Thomas Way loop road around the Ormond Beach Sports Complex, improving access to and convenience in navigating the park.		
Recommended Action:	The City intends to publicly advertise this project for competitive bidding, unless otherwise directed by the City Commission.		
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302		

Approval:

Kelly McGuire, Finance Director	5/11/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	5/17/2023	
Joyce Shanahan, City Manager	6/1/2023	Joyce Shanahan

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Alex Schumann, City Engineer

Date: June 6, 2023

Subject: Intent to Bid - Doug Thomas Way Extension

Commission Goal: Quality of Life - Complete Doug Thomas Way

Introduction

This disposition item provides public notice of the City's intent to issue an invitation to bid for the Doug Thomas Way Extension project, bid number 2023-22.

Background

It has been a priority of this and past commissions to improve access and convenience in the Ormond Beach Sport Complex (OBSC). This project proposes to extend Doug Thomas Way, to complete the loop road around the OBSC. This looped road will allow bikers, walkers and joggers to exercise within the confines of the park, and allow visitors of the park access to all amenities within the park without leaving the park.

Discussion

The proposed design for the Doug Thomas Way Extension consists of extending the existing road approximately 2,150 ft to the East and South and making the connection near the Hull Road front gate. This project will provide for an access road of approximately 350 LF to the existing City maintenance building. The project was designed by Upham, Inc. and costs are estimated at $792,000.

Budget Impact

This project was included in the Fiscal Year (FY) 2021-2022 budget of Fund 308-Transportation Fund. A budget amendment will be needed to reallocate the funding to the current fiscal year.

Citizen Impact

This project will greatly improve the interconnectivity and usability of the park. The

disruptions to the OBSC during construction will be minimal.

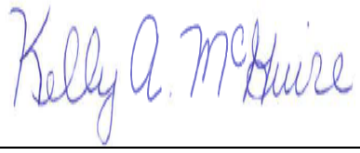
Recommendation

The City intends to publicly advertise this project for competitive bidding, unless otherwise directed by the City Commission.

Attachments:

1. Doug Thomas Way Project Manual
2. Doug Thomas Way Extension Plans

Approvals:



Kelly McGuire, Finance Director — Date: May 11, 2023



Claire Whitley, Assistant City Manager — Date: May 17, 2023



Joyce Shanahan, City Manager — Date: June 01, 2023

DOUG THOMAS WAY EXTENSION

Bid No. 2023-22

City of Ormond Beach

Project Manual

PREPARED BY:

UPHAM, INC.
265 Kenilworth Avenue
Ormond Beach, FL 32174

SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **Doug Thomas Way Extension, Bid No. 2023-22** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **July 17, 2023 at 2:00 pm**, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of: **There are two separate project locations within the City of Ormond Beach Sports Complex located off of Hull Road. Construction of approximately 2,156 lineal feet of a two-lane 24-foot roadway with drainage swale retention and culvert crossing with associated earthwork clearing and grading and grassing of the disturbed and retention areas. Construction of approximately 350 lineal feet of a two-lane 20-foot drive to the City Maintenance Building with associated earthwork clearing and grading and grassing of the disturbed and retention areas**. The work is shown on the Drawings and specified in the Project Manual. The project Drawings, Specifications and related Bidding documents are available on-line at **www.demandstar.com**, or by calling DemandStar at (206) 940-0305. If you have difficulty obtaining these documents, please contact the City's purchasing office at (386) 676-3223.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on **June 14, 2023 at 10:00 am**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **July 10, 2023 at 5:00pm**.

END OF SECTION

SECTION 00100
INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

The City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

The ENGINEER for this project is:

Upham, Inc.
Roger W. Strcula, PE, CPESC
265 Kenilworth Avenue, Ormond Beach, FL 32174
Voice: 386.762.9515

00102. Copies of Bidding Documents

2.1 The City uses the services of DemandStar (www.demandstar.com) to advertise/distribute its bids and RFP's via the internet.

2.2 Complete sets of the Bidding Documents may be obtained from the issuing office designated in the Advertisement for Bids.

2.3 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.4 OWNER and ENGINEER in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3297
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

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

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

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of

the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. Minority Policies

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

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract

Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid unless it has been prefiled with the ENGINEER. In this latter case, the bid shall state that the information has been prefiled. Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to

reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss. If the OWNER after due investigation has reasonable objection to any proposed material or equipment item, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract may not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any material or equipment manufacturer so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER. This acceptance of a material or equipment manufacturer does not relieve the CONTRACTOR from the responsibility of submitting shop drawings in accordance with Section 01300 before incorporating said material and/or equipment into the Work.

00114. Material and Equipment Substitutions

Excluding items called for in the bidders Equipment and Subcontractors List in the Bid, Section 00300, whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equivalent" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Section 01630 - Substitutions and Product Options.

00115. Bid Form

15.1 Bids shall be submitted on standard forms which are furnished in this Project Manual.

15.2 Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

15.3 The estimate of the various quantities of work applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment will be made on the basis of the actual completed quantities of each item.

15.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

15.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

15.6 Bids by a Joint Venture must be executed by all individuals, Partners, or Corporations interested in the Joint Venture in the same manner that bids by these separate entities are required to be executed.

15.7 All names must be typed or printed below the signature.

15.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

15.9 The address to which communications regarding the Bid are to be directed must be shown.

15.10 Only one bid from any individual, firm, partnership or corporation under the same or different names, will be considered. Should it appear to the OWNER that any Bidder is interested in more than one bid, all bids in which such Bidder is interested will be rejected.

00116. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

City of Ormond Beach
Purchasing Coordinator
22 South Beach Street, Room 102
Ormond Beach, FL 32174

00117. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

00118. Opening of Bids

Bids will be opened publicly and read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

00119. Bids to Remain Open

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

00120. Award of Contract

20.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

20.2 In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.

20.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items or material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

20.4 Irregular bids may be rejected. Irregular bids are defined as those containing serious omissions, unauthorized alternative bids, incomplete bids or unbalanced bids. Failure to provide all of the information required to accompany the bid will be considered to be a serious omission.

20.5 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid.

20.6 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

20.7 If the contract is to be awarded it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the Project. The low bid will be based on the total cost of the Base Bid and, when applicable, any Additive or Deductive Alternates that are to be included in the Contract, as decided by the OWNER.

20.8 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within the number of days after the day of the Bid opening specified in the Advertisement for Bids to remain open.

00121. Performance and Other Bonds

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to OWNER it shall be accompanied by the required Contract Security.

00122. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five (5) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days thereafter CONTRACTOR shall sign all and deliver at least five (5) counterparts of the Agreement to OWNER with other Contract Documents attached. Within ten (10) days thereafter OWNER will deliver fully signed counterparts to CONTRACTOR.

00123. Special Requirements

23.1 Financing. Funds will be available for payment of estimate draws as they become due.

23.2 Prohibited Interests. No official of the OWNER who is authorized in such capacity, and on behalf of the OWNER to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

23.3 Performance of Work by CONTRACTOR:

Contract Assignment. The successful Bidder (or Bidders) will be required to perform the work as a prime contractor.

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the OWNER.

END OF INSTRUCTION TO BIDDERS

SECTION 00300
BID

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION: **DOUG THOMAS WAY EXTENSION**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2023-22

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

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

5. BIDDER will complete the Work for the following price(s):

BID SCHEDULE
Doug Thomas Way Extension

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Price
100.	General Conditions	1	LS	$_____	$_____
101.	Mobilization/Demobilzation	1	LS	$_____	$_____
102.	Survey and Layout	1	LS	$_____	$_____
103.	Certified As-Built Drawings	1	LS	$_____	$_____
104.	Maintenance of Traffic	1	LS	$_____	$_____
105.	Construction Entrance	2	EA	$_____	$_____
106.	Staked Sediment Fence	4,300	LF	$_____	$_____
107.	Erosion Control (Each End of Culvert)	2	EA	$_____	$_____
108.	Turbidity Barriers	1	LS	$_____	$_____
109.	Clearing and Grubbing	3.95	AC	$_____	$_____
110.	Pavement Removal	60	SF	$_____	$_____

BID SCHEDULE (Continued)
Doug Thomas Way Extension

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Price
111.	Import Fill	4,120	CY	$_____	$_____
112.	Earthwork and Grading	3.95	AC	$_____	$_____
113.	38" x 60" ERCP	48	LF	$_____	$_____
114.	38"x60" Concrete Endwall	2	EA	$_____	$_____
115.	W-Beam Guardrail with Timber Posts / Rounded End	112	LF	$_____	$_____
116.	1.5" Asphaltic Pavement Surface Course (SP-9.5)	5,820	SY	$_____	$_____
117.	6" Limerock Base or Crushed Concrete	5,820	SY	$_____	$_____
118.	12" Stabilized Subgrade (Incl 18" Depth at Shoulder)	8,300	SY	$_____	$_____
119.	Signage and Pavement Markings	1	LS	$_____	$_____
120.	Bahia Sod	13,400	SY	$_____	$_____
121.	Erosion Control Blanket	400	SF	$_____	$_____

SUBTOTAL BID $_____
(Figures)

_____
(Words)

BID SCHEDULE
Service Road Extension

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Price
100.	General Conditions	1	LS	$_____	$_____
101.	Mobilization/Demobilzation	1	LS	$_____	$_____
102.	Survey and Layout	1	LS	$_____	$_____
103.	Certified As-Built Drawings	1	LS	$_____	$_____
104.	Maintenance of Traffic	1	LS	$_____	$_____
105.	Construction Entrance	1	EA	$_____	$_____
106.	Staked Sediment Fence	580	LF	$_____	$_____
107.	Clearing and Grubbing	0.44	AC	$_____	$_____
108.	14” x 23” ERCP	42	LF	$_____	$_____
109.	14x23” MES	2	EA	$_____	$_____
110.	Import Fill	260	CY	$_____	$_____
111.	Earthwork and Grading	0.44	AC	$_____	$_____
112.	2” Asphaltic Pavement Surface Course (SP-12.5)	820	SY	$_____	$_____
113.	6” Limerock Base or Crushed Concrete	820	SY	$_____	$_____
114.	12” Stabilized Subgrade	900	SY	$_____	$_____
115.	Signage and Pavement Markings	1	LS	$_____	$_____
116.	Bahia Sod	1,800	SY	$_____	$_____

SUBTOTAL BID $_____
(Figures)

_____
(Words)

BID SCHEDULE (Continued)
Service Road Extension

Bid Alternate (Separate Cost Not to be Included in Base Bid)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Price
112.	Deduct 2" SP-12.5 Pavement	160	SY	$_____	$_____
112.	Deduct 6" Base Course	160	SY	$_____	$_____
117.	Add 8" 4,000 PSI Concrete	160	SY	$_____	$_____

SUBTOTAL DEDUCT OR ADD $_____
(Figures)

_____
(Words)

TOTAL BID BOTH ROADWAYS (EXCLUDING ALTERNATE) $_____
(Figures)

_____
(Words)

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within **120** calendar days after the date when the Contract Time commences to run, and completed within **150** calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Five Hundred** Dollars (**$500.00**) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

   (a) Required Bid Security in the form of

   (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or

   (2) a Bid Bond in the amount of 5 percent of the total bid.

   (b) Equipment, Material, and Subcontractors List

   (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).

   (d) Drug Free Workplace Certificate

   (e) Conflict, Non-Conflict of Interest, Litigation Statement

   (f) Local Vendor Preference

   (g) Verification of Employment Status Using E-Verify System

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: _____

Street Address: _____

City, State, Zip Code: _____

Email: _____

Telephone No.: _____ Fax No.: _____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20 ___.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

_____ (SEAL)
(Individual's Name - Typed or Printed)

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Corporation

By _____
(Corporation Name)

_____
(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

_____
(Name of Person Authorized to Sign - Typed or Printed)

_____
(Title)

(Corporate Seal)

Attest _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

Item	Supplier

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

TRENCH SAFETY STANDARDS

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheeting/Shoring	_____	S.F.	_____	_____

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
   (1) A physical business and location address;
   (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
   (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
   (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
   (5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
c. Payment of business tax and real property tax due to the City of Ormond Beach is current
d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

To be approved as a local bidder and receive bid preference on an <u>eligible</u> local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

END OF BID

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____
(*hereinafter called Principal*) and

_____
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____
_____Dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **Doug Thomas Way Extension (Bid No. 2023-22)** in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20_____.

_____
(Principal)

By: _____

ATTEST:

_____
(Surety)

_____ By: _____
(SEAL)

END OF SECTION
00410 - 1

18SECTION 00500
FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

_____

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 2023.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

There are two separate project locations within the City of Ormond Beach Sports Complex located off of Hull Road. Construction of approximately 2,156 lineal feet of a two-lane 24-foot roadway with drainage swale retention and culvert crossing with associated earthwork clearing and grading and grassing of the disturbed and retention areas. Construction of approximately 350 lineal feet of a two-lane 20-foot drive to the City Maintenance Building with associated earthwork clearing and grading and grassing of the disturbed and retention areas.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

DOUG THOMAS WAY EXTENSION
and **BID NUMBER 2023-22**

Article 2. ENGINEER

The Project has been designed by Upham, Inc. of 265 Kenilworth Avenue, Ormond Beach, FL 32174 who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **120** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within **150** calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **two hundred fifty** Dollars **($ 250.00)** for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the unit price of the TOTAL BID of **$**_____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the **15th** day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety-Five percent (95%) of the Work completed.

Ninety-Five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (pages 1 to 5 , inclusive).

7.2 Exhibits to this Agreement (pages ___ to ___ , inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 35 , inclusive).

7.6 Supplementary Conditions (pages 1 to 7 , inclusive).

7.7 Specifications bearing the title:

DOUG THOMAS WAY EXTENSION

and consisting of **3** divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of **18** sheets numbered **CV-1** through **C-3.2** inclusive and bearing the following general title:

DOUG THOMAS WAY EXTENSION

7.9 Addenda numbers ___ to ____ , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 18 , inclusive) marked exhibit _____ (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____ , inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR, and to ENGINEER as applicable. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2023

OWNER City of Ormond Beach

By _____

Bill Partington
Mayor

[CITY SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

CONTRACTOR _____

By _____

_____
(Title)

[SEAL]

Attest _____

_____
(Title)

Address for giving notices:

_____

_____

_____

License No. _____

Registered Agent for service process:

_____
(Name)

_____
(Title)

END OF AGREEMENT

SECTION 00610
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a(n) _____ , hereinafter called Principal, and
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated _____ day of _____, 20____, for the construction of:

DOUG THOMAS WAY EXTENSION
Bid No. 2023-22

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

(SEAL)

_____
(Witness to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness to Surety

_____
Attorney-In-Fact

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

SECTION 00615
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a(n) _____ , hereinafter called Principal, and
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated _____ day of _____, 20____, for the construction of:

DOUG THOMAS WAY EXTENSION
Bid No. 2023-22

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

(SEAL)

_____
(Witness to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness to Surety

_____
(Address)

_____

_____
Attorney-In-Fact

_____
(Address)

_____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

_____

Attorney for Owner

This the _____ day of _____, 2023.

END OF SECTION

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda -Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid -The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER – Upham, Inc. of 265 Kenilworth Avenue, Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.

1.26. OWNER - The City of Ormond Beach, Florida.

1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.

1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.

1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings,

Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work.

CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as “Additionally Insured” under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other

perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof

and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

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

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or

2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable" , "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price of the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be

ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an

extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct

and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis

of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfiled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfiled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;

15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;

15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;

15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;

15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severely liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which

may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder,

shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

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

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

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

Waiver of Right to Jury Trial:

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

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

Geotechnical Evaluation Doug Thomas way Extension by Universal Engineering Sciences, Inc. Report No. 139666 dated February 3, 2022

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

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

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

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

i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

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

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

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

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

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

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

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

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

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

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

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees

against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

(f) Professional Liability, Malpractice and/or Errors and Omissions (N/A for construction contracts)

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized

representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

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

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

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

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

E. Policies of Insurance

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

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

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

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

END OF SECTION

LIEN WAIVER

The undersigned does hereby certify that through _____, 2023, the undersigned has performed labor and/or furnished materials for the construction of the _____ located at _____ owned by _____, at a price of $_____, and in consideration of the payment to the undersigned of such sum, the receipt of which is hereby acknowledged, the undersigned does hereby release and waive all liens and claims to liens which the undersigned may have as a result of the performance of such labor and/or the furnishing of such materials, and that the undersigned has paid in full for all materials purchased by the undersigned in connection with such project and for all labor furnished by the undersigned in connection with such project. The undersigned further certifies that the last date on which the undersigned furnished such labor and/or materials was _____, 2023.

_____ CONTRACTOR

By _____ DATE: _____

TITLE:_____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ _____, the _____ of _____, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2023.

_____
Notary Public in and for
said County and State

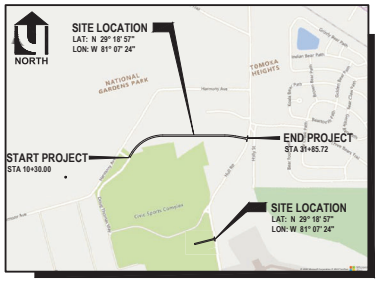
CITY OF ORMOND BEACH

DEPARTMENT OF PUBLIC WORKS
PLANS OF PROPOSED IMPROVEMENTS

DOUG THOMAS WAY EXTENSION

BID NUMBER 2023 - 22

SUBMITTED MAY 27, 2022
REVISED NOVEMBER 1, 2022
OUT TO BID MAY 21, 2023



LOCATION MAP
SCALE: 1" = 1000'



FLOOD MAP ZONE
NOT TO SCALE

CITY OFFICIALS

BILL PARTINGTON, MAYOR

COMMISSIONERS

LORI TOLLAND, ZONE 1 — **SUSAN PERSIS, ZONE 3**
TRAVIS SARGENT, ZONE 2 — **HAROLD BRILEY, ZONE 4**

JOYCE SHANAHAN, CITY MANAGER

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
CV-1	COVER SHEET
CV-2	TYPICAL SECTION, NOTES AND SUMMARY OF QUANTITIES
C-1.0	EROSION CONTROL PLAN
C-1.1	SWPPP DETAILS AND NOTES
C-1.2	SWPP PLAN
C-2.0	OVERALL ROADWAY AND DRAINAGE PLAN
C-2.1 TO C-2.5	PLAN AND PROFILE SHEETS
C-2.6 TO C-2.8	CROSS SECTIONS
C-2.9	PAVEMENT MARKING & SIGNAGE PLAN
C-3.0 TO C3.2	CITY OF ORMOND BEACH STANDARD DETAILS & NOTES

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA

GOVERNING SPECIFICATIONS CITY OF ORMOND BEACH, STANDARD CONSTRUCTION AND UTILITY DETAILS AND THE PROJECT MANUAL IN REFERENCE TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, SPECIFICATIONS, AND SUPPLEMENTS THERETO IF NOTED IN THE SPECIAL PROVISIONS FOR THIS PROJECT.

PROJECT STATEMENT OF INTENT:
CONSTRUCTION OF APPROXIMATELY 2,156 LF OF COLLECTOR ROADWAY FROM EXISTING ROADWAY EXTENSION CONNECTION ON "DOUG THOMAS WAY" NORTH AND EASTWARD FOR CONNECTION TO EXISTING "HULL ROAD" AND APPROXIMATELY 350 LF OF DRIVE TO THE EXISTING MAINTENANCE BUILDING. IMPROVEMENTS WILL CONSISTS OF CONSTRUCTION OF THE ROADWAY AND ROADSIDE CONVEYANCE SWALES TO TREAT AND ATTENUATE RUNOFF FROM THE NEW ROADWAY.

MANDATORY PRECONSTRUCTION MEETING NOTE:
NO CONSTRUCTION ON THE PROPOSED PORTIONS OF THIS PROJECT MAY COMMENCE UNTIL A MANDATORY PRECONSTRUCTION MEETING IS HELD WITH THE CITY.

FLORIDA DEPARTMENT OF HISTORICAL RESOURCES

1. IF PREHISTORIC OR HISTORIC ARTIFACTS, SUCH AS POTTERY OR CERAMICS, PROJECTILE POINTS, DUGOUT CANOES, METAL IMPLEMENTS, HISTORIC BUILDING MATERIALS, OR ANY OTHER PHYSICAL REMAINS THAT COULD BE ASSOCIATED WITH NATIVE AMERICAN, EARLY EUROPEAN, OR AMERICAN SETTLEMENT ARE ENCOUNTERED AT ANY TIME WITHIN THE PROJECT SITE AREA, THE PERMITTED PROJECT SHALL CEASE ALL ACTIVITIES INVOLVING SUBSURFACE DISTURBANCE IN THE IMMEDIATE VICINITY OF THE DISCOVERY. THE APPLICANT SHALL CONTACT THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES COMPLIANCE REVIEW SECTION AT (850) 245-6333. PROJECT ACTIVITIES SHALL NOT RESUME WITHOUT VERBAL AND/OR WRITTEN AUTHORIZATION.
2. IN THE EVENT THAT UNMARKED HUMAN REMAINS ARE ENCOUNTERED DURING PERMITTING ACTIVITIES, ALL WORK SHALL STOP IMMEDIATELY AND THE PROPERTY AUTHORITIES NOTIFIED IN ACCORDANCE WITH SECTION 872.05, FLORIDA STATUTES.

NOTE:
THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS OR PROJECT MANUAL.

IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE BID DATE. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.

JURISDICTIONAL AGENCY:	PERMIT No.
ST. JOHN RIVER WATER MANAGEMENT DISTRICT	186289-1
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	421564-001

REVISIONS

DATE	DESCRIPTION
11/01/22	REVISED PER SJRWMD
	& FDEP COMMENTS

JOSEPH W. STRICKLA, LICENSE NO. 52784, STATE OF FLORIDA, PROFESSIONAL ENGINEER, NOT VALID WITHOUT A SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROGER W. STRICKLA, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

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LB # 0003612 LC # 0000357

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COVER SHEET
DOUG THOMAS WAY EXTENSION
CITY OF ORMOND BEACH
ORMOND BEACH, FLORIDA 32174

PROJECT No:	210509
DATE:	APRIL 23, 2023
DESIGN BY:	RWS
DRAWN BY:	KEH
CHECKED BY:	RWS
SCALE:	AS SHOWN

SHEET NUMBER:
CV-1

GENERAL NOTES:

1. EXISTING TOPOGRAPHY WAS PERFORMED BY UPHAM AND IS BELIEVED TO BE ACCURATE,
2. ALL STORM SEWER LINES AND INLETS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF CONSTRUCTION
3. ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY OF ORMOND BEACH DEPARTMENT OF PUBLIC WORKS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR RAISING ALL EXISTING SANITARY MANHOLES AND STORM INLETS TO ELEVATION OF PROPOSED PAVEMENT.
5. ALL UTILITY WORK SHALL ADHERE TO THE CITY OF ORMOND BEACH "STANDARD CONSTRUCTION DETAILS".
6. CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT EXISTING TREES SHOWN TO REMAIN. SOME TREES ARE SHOWN TO BE REMOVED. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE AND USE HIS DISCRETION TO DETERMINE THE EXTENT OF REMOVING TREES. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION. TREES TO REMAIN SHALL BE BARRICADED WITH ORANGE FENCING (VISI-BARRIER OR EQUAL).
7. CONTRACTOR SHALL ALLOW ONE LANE OF TRAFFIC DURING CONSTRUCTION. ALL OPEN EXCAVATIONS SHALL BE BARRICADED AND "CONSTRUCTION" SIGNAGE POSTED ON EITHER END OF THE ROAD PRIOR TO STARTING
8. CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY PERFORMED BY A REGISTERED SURVEYOR. SURVEY SHALL INDICATE AS-BUILT OF IMPROVEMENTS AS SPECIFIED IN THE PROJECT MANUAL SECTION 01500.
9. ALL CONCRETE DEBRIS ENCOUNTERED IN UTILITY INSTALLATIONS SHALL BE SUFFICIENTLY REMOVED AROUND PIPE BEDDING. CLEAN GRANULAR BACKFILL SHALL BE PLACED AND COMPACTED AS SPECIFIED.
10. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER AT THE PRECONSTRUCTION MEETING THE MEETING THE PROPOSED SCHEDULE OF CONSTRUCTION AND HIS PROPOSED CONSTRUCTION PROCEDURES. THE SCHEDULE SHALL INCLUDE THE SEQUENCE OF CONSTRUCTION OF ALL WORK.
11. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INSTRUCTING THE CONTRACTOR IN THE METHODS OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE METHOD TO CONSTRUCT THE IMPROVEMENTS AS SHOWN ON THE PLANS.
12. AT ALL TIMES, THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT UNDERGROUND UTILITIES, STRUCTURES AND OTHER ASSOCIATED FACILITIES FROM DAMAGE DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEASURES OF PROTECTION. ANY DAMAGED FACILITIES SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE CITY OR ENGINEER AT THE CONTRACTORS EXPENSE.
13. THERE SHALL BE NO DEVIATIONS FROM THESE DRAWINGS UNLESS APPROVED IN WRITING BY THE ENGINEER AND THE CITY OF ORMOND BEACH.
14. ALL EROSION CONTROL DEVICES (SEDIMENT C) SHALL BE PLACED PRIOR TO STARTING ANY WORK. ALL DEVICES SHALL REMAIN IN PLACE UNTIL ALL WORK IS COMPLETE. REFER TO INDIVIDUAL DRAWINGS FOR SPECIFIC LOCATIONS AND TYPES OF DEVICES.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR PERIODIC INSPECTION AND REMOVAL OF DEBRIS AND SILT BEHIND EROSION CONTROL DEVICES.

GENERAL DRAINAGE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES OR PIPES.
2. ALL "ROUND" STORM PIPE SHALL BE CONSTRUCTED OF REINFORCED CONCRETE CLASS III WITH BUTYL MASTIC SEALANT WITH CERTIFIED WATERTIGHT JOINTS BY THE MANUFACTURER WHERE SPECIFICALLY INDICATED ON THE DRAWING. RCP JOINTS SHALL BE WRAPPED WHERE APPLICABLE PER FDOT SPECIFICATIONS.
3. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL MATERIAL AND STRUCTURES TO THE ENGINEER (UPHAM, INC.) FOR APPROVAL PRIOR TO THE PRECONSTRUCTION MEETING. THE CONTRACTOR SHALL BE RESPONSIBLE AT ITS OWN RISK AND COST IF PRECAST STRUCTURES OR MATERIALS ARE ORDERED OR DELIVERED TO THE SITE PRIOR TO THE ENGINEER'S APPROVAL AND FOUND NOT TO BE ACCEPTABLE.
4. ALL DRAINAGE STRUCTURES SHALL BE PRECAST PER FDOT SPECIFICATIONS.
5. ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY PER FDOT STANDARD SPECIFICATIONS AND MANUFACTURER'S SPECIFICATIONS RESPECTIVELY.
6. ALL DRAINAGE STRUCTURES AND PIPES SHALL BE CLEANED OF SAND AT THE LAST STAGE OF CONSTRUCTION PRIOR TO THE FINAL INSPECTION.

PAVEMENT MARKING & SIGNAGE NOTES:

1. ALL MARKINGS SHALL COMPLY WITH F.D.O.T. STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION INDEX No. 711-001.
2. PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF FINE SAND AND DEBRIS PRIOR TO APPLICATIONS.
3. ALL SITE PAVEMENT MARKINGS SHALL BE PAINTED COLOR AS INDICTED. PAINT SHALL BE SHERWIN WILLIAMS LOW-VOC ACRYLIC PRO PARK PAINT, APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS. ALL LINE PAVEMENT MARKINGS SHALL BE 6" MINIMUM WIDTH.
4. LOCATION OF SIGNS SHOWN HEREON ARE APPROXIMATE ONLY AND SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEX NO. 700-101 AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS". FOR ADDITIONAL DETAILS SEE INDEX NO. 700-010, 700-101 AND 711-001.
5. ALL TRAFFIC CONTROL SIGNALS OR DEVICES MUST COMPLY WITH THE FLORIDA STATE STATUTES REGARDING THE INSTALLATION. ALL TRAFFIC CONTROL SIGNALS OR DEVICES MUST CONFORM TO THE MANUAL AND SPECIFICATIONS PUBLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, TO INCLUDE BUT NOT LIMITED TO SIGNS SIZE AND HEIGHT.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM .08 GA ALUMINUM BLANKS.
7. SPEED LIMIT SIGNS SHALL BE INSTALLED WHERE INDICATED.

GENERAL EARTHWORK NOTES:

1. IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
2. ALL FILLING IS TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS AND 95% FOR UNPAVED AREAS PER AASHTO T-180 MODIFIED PROCTOR TEST.
3. TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
4. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION, THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.

PROJECT DATES:

OUT TO BID:	MAY 21, 2023
MANDATORY PREBID MEETING:	JUNE 14, 2023 10:00 AM CITY HALL
LAST DAY FOR QUESTIONS	JUNE 16, 2023 5:00 PM
BIDS DUE:	JUNE 21, 2023 2:00 PM CITY HALL
CALENDAR DAYS TO CONSTRUCT	120
CALENDAR DAYS TO SUBSTANTIAL COMPLETION	150

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2023 AND APPROVED PRODUCTS LIST:

INDEX NO.	DESCRIPTION	INDEX NO.	DESCRIPTION
102-600	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES	570-001	PERMANENT EROSION CONTROL
		700-010	SINGLE COLUMN GROUND SIGNS
430-001	MISCELLANEOUS DRAINAGE DETAILS	706-001	TYPICAL PLACEMENT OF RAISED
430-030	STRAIGHT CONCRETE ENDWALLS - SINGLE AND MULTIPLE PIPE		PAVEMENT MARKERS
		711-001	PAVEMENT MARKINGS
536-001	GUARDRAIL		

DOUG THOMAS WAY EXTENSION

SUMMARY OF PAY ITEMS

ITEM No.	ITEM	UNIT	QUANTITY
100	GENERAL CONDITIONS	LS	1
101	MOBILIZATION / DEMOBILIZATION	LS	1
102	SURVEY & LAYOUT	LS	1
103	CERTIFIED AS-BUILT DRAWINGS	LS	1
104	MAINTENANCE OF TRAFFIC	LS	1
105	CONSTRUCTION ENTRANCE	EA	2
106	STAKED SEDIMENT FENCE	LF	4,300
107	EROSION CONTROL (EACH END OF NEW CULVERT)	EA	2
108	TURBIDITY BARRIERS	LS	1
109	CLEARING & GRUBBING	AC	3.95
110	PAVEMENT REMOVAL	SF	60
111	IMPORT FILL	CY	4,120
112	EARTHWORK AND GRADING	AC	3.95
113	38" x 60" ERCP	LF	48
114	38"x60" ERCP CONCRETE ENDWALL	EA	2
115	W-BEAM GUARDRAIL WITH TIMBER POSTS, ROUNDED END	LF	112
116	1.5" ASPHALT PAVEMENT, SURFACE COURSE (SP-9.5)	SY	5,820
117	6" LIMEROCK BASE OR CRUSHED CONCRETE	SY	5,820
118	12" STABILIZED SUBGRADE	SY	8,300
119	SIGNAGE AND PAVEMENT MARKINGS	LS	1
120	BAHIA SOD	SY	13,400
121	EROSION CONTROL BLANKET	SF	400

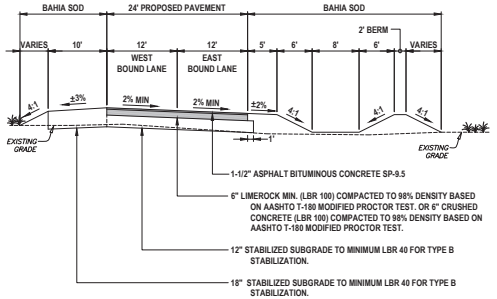
ITEM 118 INCLUDES 10' WIDTH AT 18" DEPTH ALONG N SHOULDER BETWEEN STA 10+60 AND STA 16+20 AND BETWEEN STA 17+10 AND STA 31+00 (1,950 LF TOTAL LENGTH)

SERVICE ROAD EXTENSION

SUMMARY OF PAY ITEMS

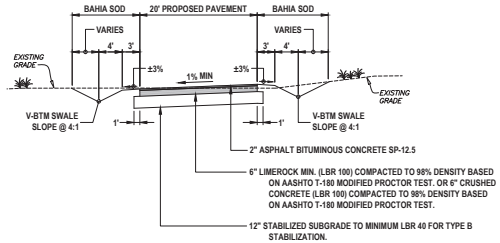
ITEM No.	ITEM	UNIT	QUANTITY
100	GENERAL CONDITIONS	LS	1
101	MOBILIZATION / DEMOBILIZATION	LS	1
102	SURVEY & LAYOUT	LS	1
103	CERTIFIED AS-BUILT DRAWINGS	LS	1
104	MAINTENANCE OF TRAFFIC	LS	1
105	CONSTRUCTION ENTRANCE	EA	1
106	STAKED SEDIMENT FENCE	LF	580
107	CLEARING & GRUBBING	AC	0.44
108	14"x23" ERCP	LF	42
109	14"x23" MES	EA	2
110	IMPORT FILL	CY	260
111	GRADING AND EARTHWORK	AC	0.44
112	2" ASPHALT PAVEMENT, SURFACE COURSE (SP-12.5)	SY	820
113	6" LIMEROCK BASE OR CRUSHED CONCRETE	SY	820
114	12" STABILIZED SUBGRADE	SY	900
115	SIGNAGE AND PAVEMENT MARKINGS	LS	1
116	BAHIA SOD	SY	1,800

SEE BID ALTERNATE #1 ON SHEET C-2.5 TO SUBSTITUTE 72 LF OF 8" CONCRETE PAVEMENT INSTEAD OF ASPHALTIC PAVEMENT AND BASE



DOUG THOMAS WAY EXTENSION TYPICAL SECTION:

SCALE: HORIZ: 1" = 10'
VERT: 1" = 5'



SERVICE ROAD EXTENSION TYPICAL SECTION:

SCALE: HORIZ: 1" = 10'
VERT: 1" = 5'

REVISIONS

DATE	DESCRIPTION
11/01/22	REVISED PER SJR/WMD
	& FDEP COMMENTS

ROGER W. STRICKLA, P.E. LICENSE NO. 52784 STATE OF FLORIDA

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LC # 0000357
LB # 000312

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TYPICAL SECTION, NOTES AND SUMMARY OF QUANTITIES

DOUG THOMAS WAY EXTENSION
CITY OF ORMOND BEACH
ORMOND BEACH, FLORIDA 32174

PROJECT No:	210509
DATE:	APRIL 23, 2023
DESIGN BY:	RWS
DRAWN BY:	KEH
CHECKED BY:	RWS
SCALE:	AS SHOWN

SHEET NUMBER:

CV-2

SWPPP AND GENERAL NOTES:

1. THE CONTRACTOR SHALL ATTEND THE PRECONSTRUCTION AND SWPPP MEETING AS SPECIFIED PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY.
2. ALL EROSION CONTROL DEVICES AND VISIBLE BARRICADES SHALL BE INSTALLED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CLEARING AND GRUBBING. ALL DEVICES SHALL BE ROUTINELY INSPECTED AND REMAIN IN PLACE UNTIL ALL WORK IS COMPLETE.
3. A 24' WIDE 8" MINIMUM COMPACTED STONE DRIVE LANE TO THE CONSTRUCTION ENTRANCE THAT SHALL BE PLACED AFTER THE CLEARING AND GRUBBING IS COMPLETE. THE APPROXIMATE LOCATION IS INDICATED ON THE DRAWING.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERIODIC INSPECTION AND REMOVAL OF DEBRIS AND SEDIMENT BEHIND EROSION CONTROL DEVICES, REFER TO THE SWPPP DRAWINGS.
5. INLET PROTECTION DEVICES SHALL BE INSPECTED DAILY AND ALL SEDIMENT AND DEBRIS REMOVED TO A TRASH DUMPSTER.
6. SEDIMENT SHALL BE REMOVED FROM BEHIND SEDIMENT FENCE BEFORE HEIGHT IS 25% FULL.
7. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION BY INLET PROTECTION MEASURES TO PREVENT SEDIMENTATION FROM ENTERING THE DRAINAGE SYSTEM. THE ENTIRE DRAINAGE SYSTEM SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE.
8. SOILS ARE TO BE STABILIZED BY WATER, SOIL ADDITIVES OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION, BLOWING SAND AND THE IMPACT TO NEIGHBORING PROPERTIES.
9. THE CONTRACTOR SHALL MAINTAIN A WEEKLY SWPPP INSPECTION REPORT ON-SITE FROM THE "NOI" TO THE "NOT" AND STRICTLY ADHERE TO THE FDEP NPDES GENERIC PERMIT CONDITIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT THE BEST MANAGEMENT PRACTICES ARE UTILIZED TO PREVENT TURBID WATER FROM LEAVING THE SITE.
11. THE CONTRACTOR SHALL TAKE MEASURES TO MAINTAIN EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION UNTIL NEW STRUCTURES AND PIPES ARE CONSTRUCTED.
12. A POSITIVE DRAINAGE CONVEYANCE SHALL REMAIN FUNCTIONING THROUGHOUT THE CONSTRUCTION THAT WILL NOT CAUSE DOWNSTREAM FLOODING.
13. THE CONTRACTOR SHALL PROVIDE EMERGENCY TELEPHONE NUMBERS TO THE CITY AND ENGINEER OF AT LEAST TWO INDIVIDUALS THAT ARE CAPABLE OF CORRECTING ANY DRAINAGE PROBLEMS THAT MAY OCCUR AFTER WORK HOURS.

EROSION AND SEDIMENT CONTROL NOTES:

1. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES.
2. THE CONTRACTOR SHALL STRICTLY ADHERE TO THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) DURING CONSTRUCTION OPERATIONS.
3. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL PERIMETER EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED.
4. ALL EXPOSED AREAS SHALL BE SEEDED AS SPECIFIED WITHIN 7 DAYS (OR SHORTER DURATION IF REQUIRED BY GOVERNING NPDES PERMIT) OF FINAL GRADING.
5. SHOULD CONSTRUCTION STOP FOR LONGER THAN 7 DAYS (OR SHORTER DURATION IF REQUIRED BY GOVERNING NPDES PERMIT), THE SITE SHALL BE SEEDED AS SPECIFIED.
6. SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSPECTED AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF 0.5 INCHES RAINFALL OR GREATER DURING A 24-HOUR PERIOD. ALL MAINTENANCE REQUIRED BY INSPECTION SHALL COMMENCE WITHIN 24 HOURS AND BE COMPLETED WITHIN 48 HOURS OF REPORT.
7. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE IT SHALL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY TO TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SEDIMENT FROM LEAVING THE SITE.
8. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
9. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED AS DEEMED NECESSARY BY SITE INSPECTIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.

BENCHMARK INFORMATION:

#1 5/8" IRON ROD & CAP, LB 3612
ELEVATION = 26.16' (NAVD88)

#2 5/8" IRON ROD & CAP, LB 3612
ELEVATION = 26.91' (NAVD88)

#3 TOP OF NAIL & DISK, LB 3612
ELEVATION = 26.90' (NAVD88)

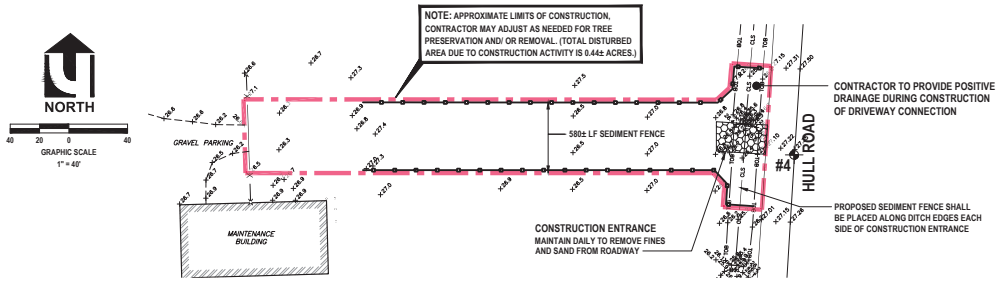
#4 TOP OF NAIL & DISK, LB 3612
ELEVATION = 27.36' (NAVD88)

VERTICAL DATA
ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88). DATUM ESTABLISHED PER FOUND FLORIDA DEPARTMENT OF TRANSPORTATION MONUMENTS. MONUMENT DESIGNATION "79 95 A 24" OBSERVED ELEVATION OF 23.63 FEET (NAVD88)

LEGEND:

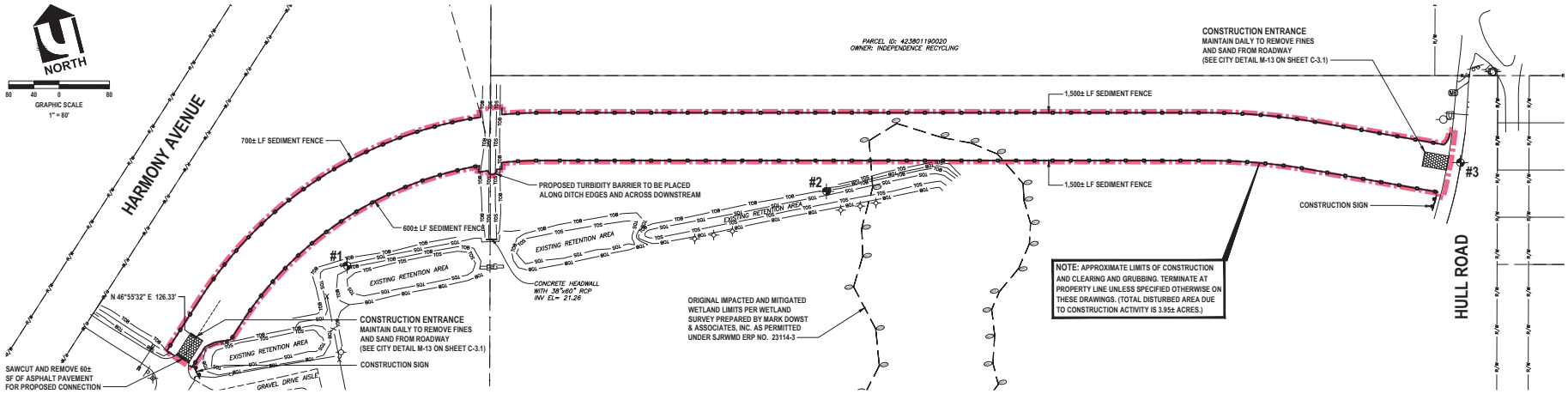
- AIR RELEASE VALVE
- MONITORING / OBSERVATION WELL
- SIGN
- MITER-END SECTION
- STORMWATER MANHOLE
- STORM INLET / CATCH BASIN
- ELECTRIC BOX
- WOOD POWER POLE
- LIFT STATION
- CLEANOUT
- SANITARY SEWER MANHOLE
- SANITARY SEWER VALVE
- BACKFLOW PREVENTER
- WATER METER
- FIRE HYDRANT
- WATER SERVICE STUB
- WATER VALVE
- BENCHMARK
- EXISTING SOFT ELEVATION
- EXISTING HARD ELEVATION
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- EDGE OF WATER
- STORM PIPE (# DENOTES SIZE)
- TOE OF SLOPE
- TOP OF BANK
- OVERHEAD WIRE
- UNDERGROUND POWER
- FORCE MAIN (# DENOTES SIZE)
- SEWER LINE (# DENOTES SIZE)
- TELECOM LINE
- FIBER OPTIC CABLE
- WATER MAIN (# DENOTES SIZE)
- EXISTING SIGNS
- PROPOSED COIR ROLL
- LIMITS OF CONSTRUCTION
- PROPOSED SEDIMENT FENCE
- PROPOSED SAWCUT
- GEOTECHNICAL BORING LOCATION

Sunshine811
Always call 811 before you dig



NOTICE: THE SITE CONTRACTOR IS RESPONSIBLE TO APPLY AND PAY THE FEE FOR THE FDEP NOI GENERAL PERMIT. A COPY OF THE NOC SHALL BE PROVIDED TO THE ENGINEER AND CITY OF ORMOND BEACH AT THE PRECONSTRUCTION MEETING.

SERVICE ROAD CONNECTION



DOUG THOMAS WAY EXTENSION

REVISIONS

DATE	DESCRIPTION
11/01/22	REVISED PER SJRWMD & FDEP COMMENTS

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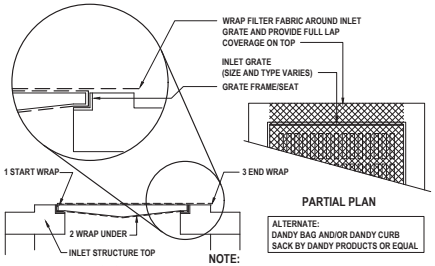
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CLEARING, TREE REMOVAL AND EROSION CONTROL PLAN
DOUG THOMAS WAY EXTENSION
CITY OF ORMOND BEACH
ORMOND BEACH, FLORIDA 32174

PROJECT No:	210509
DATE:	MARECH XX, 2022
DESIGN BY:	RWS
DRAWN BY:	KEH
CHECKED BY:	RWS
SCALE:	AS SHOWN

SHEET NUMBER:
C-1.0



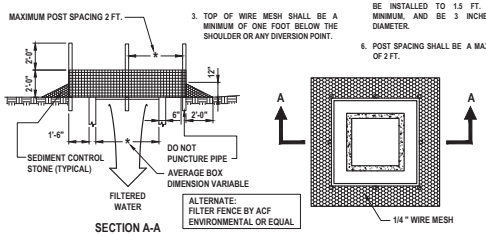
INLET SILT PROTECTION DETAIL

UTILIZE WHEN TOP AND GRATE ARE INSTALLED WITH STRUCTURE

NOT TO SCALE

NOTES:

1. SEDIMENT CONTROL STONE SHALL BE 3/4" WASHED STONE.
2. WIRE MESH SHALL BE HARDWARE CLOTH 23 GAUGE MIN. AND SHALL HAVE 1/4 INCH MESH OPENINGS.
3. TOP OF WIRE MESH SHALL BE A MINIMUM OF ONE FOOT BELOW THE SHOULDER OR ANY DIVERSION POINT.
4. STEEL POST SHALL BE 5 FT. IN HEIGHT, BE INSTALLED 1.5 FT. DEEP MINIMUM, AND BE OF THE SELF-FASTENER ANGLE STEEL TYPE.
5. WOOD POST SHALL BE 6 FT. IN HEIGHT, BE INSTALLED TO 1.5 FT. DEEP MINIMUM, AND BE 3 INCHES IN DIAMETER.
6. POST SPACING SHALL BE A MAXIMUM OF 2 FT.



INLET PROTECTION

UTILIZE WHEN TOP AND GRATE ARE NOT INSTALLED WITH STRUCTURE

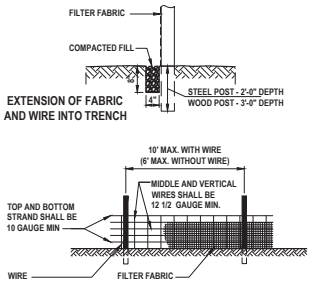
NOT TO SCALE

SWPPP NOTES:

1. MEASURES SHALL BE IMPLEMENTED AT THE CONTRACTOR'S DISCRETION TO VISIBLY BARRICADE THE WORK AREA AND PROVIDE SAFE MEANS OF INGRESS AND EGRESS AROUND THE CONSTRUCTION SITE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES AND SHALL RESTORE ALL AREAS DAMAGED DUE TO CONSTRUCTION ACTIVITIES
3. PAVEMENT EDGES SHALL BE NEAT AND FREE OF DAMAGE OR BROKEN EDGES AT TIME OF PLACEMENT OF NEW ASPHALTIC PAVEMENT.
4. UPON COMPLETION OF ALL WORK, THE AREA SHALL BE SWEPT CLEAN OF ALL SAND AND DEBRIS.
5. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR ITS FINAL INSPECTION AND ACCEPTANCE.
6. REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASSES, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE BID DATE. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS AND SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.
8. THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CAREFULLY EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS.
9. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INSTRUCTING THE CONTRACTOR IN THE METHODS OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE METHOD TO CONSTRUCT THE IMPROVEMENTS AS SHOWN ON THE DRAWINGS.
10. LITTER CONTROL MEASURES TO PREVENT WIND-DRIVEN DEBRIS SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEBRIS SHALL BE REMOVED AND THE PROJECT SITE CLEANED WITHIN 5 DAYS OF COMPLETION OF CONSTRUCTION.
11. AT NO TIME SHALL EXCAVATIONS BE LEFT UNCOVERED AFTER WORKING HOURS. CONTRACTOR SHALL SECURE THE WORK AREA AT THE END OF EACH DAY'S WORK.
12. AT ALL TIMES, THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT UNDERGROUND UTILITIES, STRUCTURES AND OTHER ASSOCIATED FACILITIES FROM DAMAGE DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEASURES OF PROTECTION. ANY DAMAGED FACILITIES SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE AUTHORITY HAVING JURISDICTION OR ENGINEER AT THE CONTRACTOR'S EXPENSE.
13. THERE SHALL BE NO DEVIATIONS FROM THESE DRAWINGS UNLESS APPROVED IN WRITING BY THE ENGINEER AND THE OWNER.
14. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
15. CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COST.
16. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
17. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.

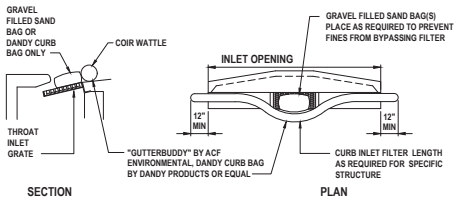
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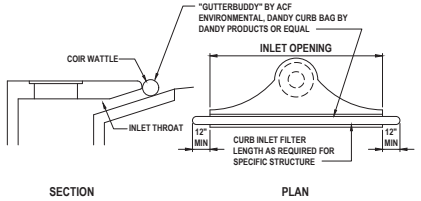
1. WWM MINIMUM OF 32" WIDTH WITH A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
2. FILTER FABRIC SHALL BE 36" WIDE AND SHALL BE FASTENED ADEQUATELY TO THE WIRE.
3. STEEL POST SHALL BE 5'-0" IN HEIGHT AND BE OF THE SELF-FASTENER ANGLE STEEL TYPE.
4. WOOD POST SHALL BE 5'-0" IN HEIGHT AND 2" IN DIAMETER.
5. SUPPORT POST SHALL BE INSTALLED ON THE DOWNHILL SIDE OF THE SEDIMENT FENCE (DOWNSTREAM FROM EXPECTED FLOWS)
6. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN 25% THE HEIGHT OF FENCE.
7. MAXIMUM DRAINAGE AREA 10,000 SF PER 100' OF FENCE.



SEDIMENT FENCE DETAIL

NOT TO SCALE





NOTE:
THE CONTRACTOR HAS THE DISCRETION TO UTILIZE THIRD PARTY PROPRIETARY EROSION AND SEDIMENTATION CONTROL PRODUCTS AND DEVICES AND IS NOT LIMITED TO THE DETAILS ON THIS SHEET.

NOTES:

1. INSTALL FILTER PRIOR TO BEGINNING CONSTRUCTION.
2. INSPECT ONCE EACH WEEK AND AFTER ANY RAIN EVENT. REMOVE ANY FINES AND DEBRIS THAT MAY HAVE ACCUMULATED AND DISPOSE OF PROPERLY.

CURB INLET SEDIMENT PREVENTION DETAIL

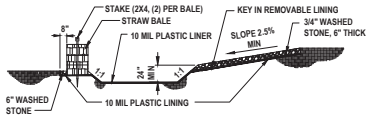
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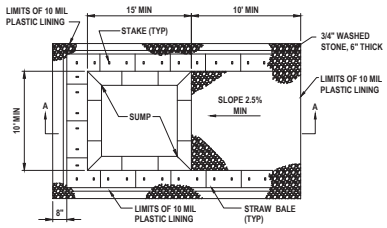


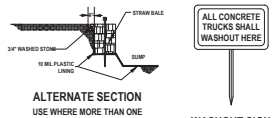
NOTES:

1. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
2. WASHING - WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WHEN WASHING IS REQUIRED, WASHING SHALL BE DONE ON AN AREA STABILIZED WITH AGGREGATE WHICH DRAINS INTO AN APPROVED SEDIMENT POND OR SWALE.
3. INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN OR WEEKLY AT A MINIMUM.

CONSTRUCTION ENTRANCE DETAIL (RUMBLE TRACK OR EQUAL)







NOTES:

1. PIT IS SPECIFICALLY DESIGNATED, DIKED AND IMPERVIOUS CONTAINMENT TO PREVENT CONTACT BETWEEN CONCRETE WASH AND STORMWATER.
2. WASH WATER SHALL NOT BE ALLOWED TO FLOW TO SURFACE WATER.
3. FACILITY MUST HOLD SUFFICIENT VOLUME TO CONTAIN CONCRETE WASTE WITH A MINIMUM FREEBOARD OF 12."
4. FACILITY SHALL NOT BE FILLED BEYOND 95% CAPACITY UNLESS A NEW FACILITY IS CONSTRUCTED.
5. SAW CUT PORTLAND CEMENT CONCRETE, RESIDUE FROM SAWCUT & GRINDING TO BE DISPOSED OF IN THE PIT.
6. CONCRETE WASHOUTS SHALL BE LOCATED A MINIMUM OF 100' FROM DRAINAGE WAYS, INLETS, & SURFACE WATERS.
7. MANUFACTURED CONCRETE WASHOUT DEVICES MAY BE USED IF REMOVED FROM THE SITE WHEN 95% FULL CAPACITY.
8. WASHOUT AREA(S) SHALL BE INSTALLED IN A LOCATION EASILY ACCESSIBLE BY CONCRETE TRUCKS.
9. ONE OR MORE AREAS MAY BE INSTALLED ON THE CONSTRUCTION SITE AND MAY BE RELOCATED AS CONSTRUCTION PROGRESSES.
10. AT LEAST WEEKLY REMOVE ACCUMULATION OF SAND AND AGGREGATE AND DISPOSE OF PROPERLY.

CONCRETE WASHOUT AREA

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
11/01/22	REVISED PER S.JR/WMD
	& FDEP COMMENTS

ROGER W. STRICULA LICENSED PROFESSIONAL ENGINEER NO. 52784 STATE OF FLORIDA

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SWPPP DETAILS AND NOTES

DOUG THOMAS WAY
CITY OF ORMOND BEACH
ORMOND BEACH, FLORIDA 32174

PROJECT No:	210509
DATE:	APRIL 23, 2023
DESIGN BY:	RWS
DRAWN BY:	KEH
CHECKED BY:	RWS
SCALE:	AS SHOWN

SHEET NUMBER:

C-1.1

PROJECT SITE INFORMATION:

PROJECT NAME: DOUG THOMAS WAY ROAD EXTENSION

DEVELOPER: CITY OF ORMOND BEACH
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174

PROJECT LOCATION: CITY OF ORMOND BEACH SPORTS COMPLEX

	DOUG THOMAS WAY	SERVICE ROAD
LATITUDE:	N 29°18'57"	N 29°18'33"
LONGITUDE:	W 81°07'24"	W 81°07'1"

AHJ: CITY OF ORMOND BEACH
WMD JURISDICTION: SJRWMD
FDEP NOI: -

	DOUG THOMAS WAY	SERVICE ROAD
PROJECT AREA:	3.95± ACRES	0.44± ACRES

DISTURBED AREA: 4.39± ACRES

FLUCCS CODE:
320 - SHRUB BRUSHLAND
411 - PINE FLATWOODS
434 - HARDWOOD-CONIFER MIXED
441 - CONIFEROUS PLANTATIONS
513 - DITCH
625 - HYDRIC PINE FLATWOODS

ULTIMATE RECEIVING WATER BODY: GROOVER BRANCH > TOMOKA RIVER
CLASS: 3F
OFW: YES
WBID #: 2634
TMDLs: YES

SOILS / GEOTECH DATA:
(PER USDA NRCS WEB SOIL SURVEY)

SOIL NUMBER	SOIL NAME	HSG
17	DAYTONA SAND	A
29	IMMOKALEE SAND	B/D
30	IMMOKALEE SAND, DEPRESSIONAL	B/D
32	MYAKKA-MYAKKA, WET	A/D
-	-	-
-	-	-

CONSTRUCTION INFORMATION:

A) DESCRIPTION OF ACTIVITIES

CONSTRUCTION ACTIVITIES INCLUDE: CLEARING AND GRUBBING, MASS EARTHWORK GRADING AND EXCAVATION / FILL, CULVERT, ENDWALL, ASPHALTIC PAVEMENT, RESODDING, FINAL STABILIZATION AND RESTORATION.

SOIL DISTURBING ACTIVITIES INCLUDE: INSTALLING STABILIZED CONSTRUCTION ENTRANCES, INSTALLATION OF EROSION AND SEDIMENT CONTROLS, STRIPPING EXISTING GROUND COVER AND MASS EARTHWORK GRADING.

B) SEQUENCE OF MAJOR ACTIVITIES AND CONTROL MEASURES:

1. THE CONTRACTOR SHALL SCHEDULE AND ATTEND THE PRECONSTRUCTION MEETING WITH APPROPRIATE JURISDICTIONAL AGENCIES AS SPECIFIED PRIOR TO START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL PROVIDE EMERGENCY TELEPHONE NUMBERS TO THE CITY AND/OR COUNTY AND ENGINEER OF AT LEAST TWO INDIVIDUALS THAT ARE CAPABLE OF CORRECTING ANY DRAINAGE PROBLEMS THAT MAY OCCUR AFTER WORK HOURS.
3. THE CONTRACTOR SHALL PROVIDE THE ENGINEER, COUNTY AND CITY A MOT PLAN AT PRECONSTRUCTION MEETING. TRAFFIC SHALL BE ALLOWED TO CONTINUE DURING WORK. PROVIDE MEASURES TO DETOUR TRAFFIC AROUND CONSTRUCTION ACTIVITIES WITH ADEQUATE BARRICADES, SIGNAGE AND FLAGPERSON TO DIRECT TRAFFIC. EMERGENCY SERVICES SHALL BE NOTIFIED 48 HOUR IN ADVANCE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE APPROPRIATE UTILITY DEPARTMENT, FLORIDA SUNSHINE AND EMERGENCY SERVICES FOR RESPECTIVE UTILITY LOCATIONS AND "NOTICE" OF CONSTRUCTION ACTIVITY.
5. ALL EROSION CONTROL DEVICES AND VISIBLE BARRICADES SHALL BE INSTALLED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CLEARING AND GRUBBING.
6. ALL EROSION CONTROL DEVICES SHALL BE PLACED PRIOR TO THE START OF WORK AND REMAIN IN PLACE UNTIL ALL WORK IS COMPLETE. IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OR NIGHTFALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
7. A 24' WIDE 6" MINIMUM COMPACTED STONE DRIVE LANE TO THE CONSTRUCTION ENTRANCE THAT SHALL BE PLACED PRIOR TO THE CLEARING AND GRUBBING. THE APPROXIMATE LOCATION IS INDICATED ON THE DRAWING. THE ELEVATION SHALL BE APPROXIMATELY PER THE GRADING PLAN. PROVIDE ACCESS ACROSS DRIVE LANE FOR EMERGENCY VEHICLES, COORDINATE WITH FIRE CHIEF.
8. THE SITE SHALL BE CLEARED AND GRUBBED OF ALL VEGETATION AND DEBRIS WITHIN THE APPROXIMATE LIMITS OF CLEARING AS INDICATED ON THE DRAWING.
9. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION, BLOWING SAND AND THE IMPACT TO NEIGHBORING PROPERTIES.
10. AREAS WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR MORE THAN 21 DAYS WILL BE STABILIZED WITH A TEMPORARY GRASS AND MULCH WITHIN 5 DAYS OF THE LAST DISTURBANCE.
11. ALL REMOVED MATERIAL SHALL BE HAULED OFF-SITE TO AN APPROVED LANDFILL. TREES MAY BE LOGGED OR MULCHED FOR OFF-SITE DISPOSAL AT THE CONTRACTOR'S DISCRETION.
12. ALL OFF-SITE AREAS DISTURBED DURING CONSTRUCTION ACTIVITY SHALL BE IMMEDIATELY RESTORED TO PRIOR CONDITION UPON COMPLETION OF WORK.
13. THE SITE CONTRACTOR SHALL ONLY BE PERMITTED TO REMOVE ALL EROSION PROTECTION DEVICES WITHIN EACH CONTRIBUTING AREA FOLLOWING REMOVAL OF SEDIMENT AND DEBRIS AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS.

SEDIMENT, EROSION AND POLLUTANT CONTROL MEASURES:

1. BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH PART 5 OF FDEP DOCUMENT NO. 62-621.300(4)(a) SHALL BE USED FOR THIS PROJECT TO CONTROL EROSION AND TURBIDITY CAUSED BY STORMWATER RUNOFF. THE LOCATION AND DETAILS OF EROSION CONTROL METHODS ARE SHOWN ON PLANS. THE CONTRACTOR IS RESPONSIBLE FOR PLACING AND MAINTAINING THESE CONTROL METHODS AS SHOWN ON THE PLANS OR AS REQUIRED. CONTRACTOR SHALL ALSO PROVIDE THE REQUIRED EROSION PROTECTION AS REQUIRED BY LOCAL, STATE AND FEDERAL LAWS.
2. STORMWATER MANAGEMENT STORMWATER COLLECTION SHALL BE PROVIDED BY CATCH BASINS. THE SITE WILL DISCHARGE TO THE EXISTING MASTER STORMWATER POND FOR TREATMENT.
3. STABILIZATION PRACTICES

   WIND EROSION STABILIZATION: THE CONTRACTOR SHALL DENUDE ONLY ARES WHERE IT IS EXPECTED TO BE GRADED OR ALTERED WITHIN A 2 WEEK TIME-FRAME. FINAL GRADES SHALL BE PERFORMED AND TEMPORARY OR PERMANENT SOIL STABILIZATION SHALL BE APPLIED. AREAS WHERE CONSTRUCTION OPERATIONS WILL BE CONTINUOUS, FUGITIVE DUST SHALL BE MANAGED BY APPLYING A WATER SPRAY TO SATURATE THE SURFACE SOILS ON A DAILY BASIS, OR AS NEEDED TO MAINTAIN MINIMAL DUST TRANSPORT. FUGITIVE DUST SHALL MONITORED CONTINUOUSLY AND ADDITIONAL MEASURES MAY NEED TO BE TAKEN TO CONTROL OFF-SITE TRANSPORT OF UNACCEPTABLE LEVELS OF DUST.

   TEMPORARY STABILIZATION: TOP OF SOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR 21 DAYS WILL BE STABILIZED WITH TEMPORARY GRASS AND MULCH NO LATER THAN 5 DAYS FROM THE LAST CONSTRUCTION ACTIVITY. GRASS SEED SHALL BE MIXTURE OF 20 PARTS OF BERMUDA SEED AND 80 PARTS OF PENSACOLA BAHIA. THE SEPARATE TYPES OF SEED USED SHALL BE THOROUGHLY DRY MIXED IMMEDIATELY BEFORE SOWING. SEED WHICH HAS BECOME WET SHALL NOT BE USED, THE MULCH MATERIAL USED SHALL NORMALLY BE DRY MULCH. DRY MULCH SHALL BE STRAW OR HAY, CONSISTING OF OAT, RYE OR WHEAT STRAW, OR OF PANGOLA, PEANUT, COASTAL BERMUDA OR BAHIA GRASS HAY. ONLY UNDETERIORATED MULCH WHICH CAN BE READILY CUT INTO THE SOIL SHALL BE USED. AREAS OF THE SITE WHICH ARE TO BE PAVED WILL BE TEMPORARILY STABILIZED BY APPLYING STABILIZATION AND BASE.

   PERMANENT STABILIZATION: DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASES SHALL BE STABILIZED WITH SOD NO LATER THAN 5 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY.
4. STRUCTURAL PRACTICES

   STAKED SILT FENCES: THE STAKED SILT FENCES WILL BE CONSTRUCTED ALONG THE PERIMETER AS SPECIFIED IN THE DRAWINGS. STAKED FENCE SHALL BE CLEARED OF SEDIMENT WHEN IF REACHES ONE-THIRD HEIGHT OF THE FENCE.

   EARTH DIKE: IF REQUIRED, AN EARTH DIKE SHALL BE CONSTRUCTED ALONG THE SITE PERIMETER. A PORTION OF THE DIKE SHALL DIVERT RUN-ON AROUND THE CONSTRUCTION SITE. THE REMAINING PORTION OF THE DIKE SHALL COLLECT RUNOFF FROM THE DISTURBED AREA AND DIRECT THE RUNOFF TO THE SEDIMENT BASIN.

   SEDIMENT BASIN: A EXISTING STORMWATER POND TO BE USED. BEST MANAGEMENT PRACTICES SUCH AS REMOVAL OF SEDIMENT FROM INLET PROTECTION DEVICES, PROPER WASTE DISPOSAL AND SWEEPING TO REDUCE AMOUNT OF SEDIMENT DISCHARGED INTO POND SHALL BE CONTINUOUSLY IMPLEMENTED.
5. WASTE DISPOSAL

   WASTE MATERIALS: ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER WITH SECURE LID IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE SHALL BE DEPOSITED IN THE DUMPSTER. THE SUPERINTENDENT SHALL COORDINATE WITH LOCAL UTILITIES TO HAVE THE DUMPSTER EMPTIED AT LEAST TWICE A WEEK AND WASTE TAKEN TO AN APPROPRIATE LANDFILL. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE. THE SUPERINTENDENT SHALL ORGANIZE TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH WASTE MATERIALS. THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR POSTING AND ENFORCING WASTE MATERIAL PROCEDURES.

   HAZARDOUS WASTE: HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH LOCAL AND STATE LAWS OR AS DIRECTED BY THE MANUFACTURER. THE SUPERINTENDENT SHALL ORGANIZE THE PROPER TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH HAZARDOUS WASTE MATERIALS. THESE PROCEDURES SHALL BE RESPONSIBLE FOR ENFORCING THE PROCEDURES.

   SANITARY WASTE: SANITARY WASTE SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. THE SUPERINTENDENT SHALL COORDINATE WITH LOCAL UTILITY FOR COLLECTION OF SANITARY WASTE AT LEAST THREE TIMES A WEEK TO PREVENT SPILLAGE ONTO THE SITE.
6. DUST CONTROL

   TO PREVENT OFF-SITE VEHICULAR TRACKING OF SEDIMENTS AND DUST GENERATION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE ESTABLISHED BY THE SITE CONTRACTOR. SEE DRAWINGS FOR DETAILS AND LOCATION(S).
7. NON-STORMWATER DISCHARGES

   IT IS EXPECTED THAT THE FOLLOWING NON-STORMWATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:

   WATER FROM FIRE FIGHTING ACTIVITIES, FIRE HYDRANT FLUSHING, WATER LINE FLUSHING, WATER USED TO SPRAY OFF LOOSE SOILS FROM VEHICLES, DUST CONTROL, PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED). ALL NON-STORMWATER DISCHARGES WILL BE DIRECTED TO THE EXISTING STORMWATER POND.

   DISCHARGE OF UNCONTAMINATED GROUNDWATER FROM CONSTRUCTION-RELATED DEWATERING OPERATIONS IS PERMITTED IN ACCORDANCE WITH PART 3.4 OF THE FDEP DOCUMENT NO. 62-621.300(4)(a)

ITEMS REQUIRING POLLUTION PREVENTION
THE MATERIALS OR SUBSTANCES LISTED BELOW ARE EXPECTED, BUT NOT LIMITED, TO BE PRESENT ON-SITE DURING CONSTRUCTION:

CONCRETE	WOOD	ROOFING SHINGLES	ASPHALT
GLASS	SAND / DIRT	METAL STUDS	LIMEROCK
STONE	CLEANING SOLVENTS	MASONRY BLOCK	PRECAST STRUCTURES
PAINT	PETROLEUM / FUELS	FERTILIZERS	PIPES

STORMWATER POLLUTION PREVENTION PLAN CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THESE CONSTRUCTION PLANS, THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM, AS SHOWN ON THESE CONSTRUCTION PLANS, DESIGNED TO ASSURE THAT APPROPRIATE POLLUTION PREVENTION MEASURES ARE IMPLEMENTED DURING CONSTRUCTION AND TO ASSURE THAT THE QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION. THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

OWNER:
SIGNATURE: _____
NAME / TITLE: _____
COMPANY: _____
ADDRESS: _____

MAINTENANCE AND INSPECTION PROCEDURES:

1. INSPECTOR QUALIFICATIONS
   INSPECTIONS MUST BE CONDUCTED BY A "QUALIFIED" INSPECTOR. "QUALIFIED" IS DEFINED AS A PERSON THAT A). HAS SUCCESSFULLY COMPLETED AND MET ALL REQUIREMENTS NECESSARY TO BE FULLY CERTIFIED THROUGH THE FDEP STORMWATER, EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM; B). HAS SUCCESSFULLY COMPLETED AN EQUIVALENT FORMAL TRAINING PROGRAM; OR C). THAT IS QUALIFIED BY OTHER TRAINING OR PRACTICAL EXPERIENCE IN THE FIELD OF STORMWATER POLLUTION PREVENTION AND EROSION AND SEDIMENTATION CONTROL.
2. DISTURBED AREAS
   ALL DISTURBED AREAS AND AREAS USED FOR MATERIAL STORAGE SHALL BE INSPECTED FOR POLLUTANTS ENTERING THE STORMWATER SYSTEM. THE STORMWATER MANAGEMENT SYSTEM AND EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE INSPECTED REGULARLY TO ENSURE THEY ARE OPERATING CORRECTLY. LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING.
3. MONITORING INSPECTIONS
   ARE REQUIRED TO BE PERFORMED BY A QUALIFIED INSPECTOR AT LEAST EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS FOLLOWING A RAINFALL EVENT OF ONE-HALF (1/2) OF AN INCH OF RAINFALL OR GREATER AND SHALL CONTINUE UNTIL THE SITE COMPLIES WITH FINAL STABILIZATION (NOTICE OF TERMINATION).
4. REPORTING
   EACH INSPECTION MUST BE FOLLOWED UP BY A REPORT DOCUMENTING THE INSPECTOR'S FINDINGS AND REQUEST THE REQUIRED MAINTENANCE AND/OR REPAIR FOR THE EROSION AND SEDIMENTATION CONTROL MEASURES. THESE RECORDS ARE USED TO PROVE THAT THE REQUIRED INSPECTION AND MAINTENANCE WERE PERFORMED AND SHALL BE PLACED IN THE SWPPP LEDGER.
5. RECORD KEEPING
   IN ADDITION TO INSPECTION AND MAINTENANCE REPORTS, RECORDS SHOULD BE KEPT OF CONSTRUCTION ACTIVITIES THAT OCCUR ON THE SITE. THE CONTRACTOR SHALL RETAIN COPIES OF THE SWPPP, ALL REPORTS AND DATA FOR A MINIMUM OF FIVE (5) YEARS AFTER THE PROJECT IS COMPLETE IN PAPER AND CD FORMAT.

SPILL PREVENTION PRACTICES AND CONTROL MEASURES:

1. GOOD HOUSEKEEPING
   - SUPERINTENDENT SHALL INSPECT PROJECT AREA DAILY FOR FOR PROPER STORAGE, USE, AND DISPOSAL OF CONSTRUCTION MATERIALS.
   - STORE ONLY ENOUGH MATERIAL ON SITE FOR PROJECT COMPLETION.
   - ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER.
   - ALL CONSTRUCTION MATERIALS STORED SHALL BE ORGANIZED AND IN THE PROPER CONTAINER AND IF POSSIBLE, STORED UNDER A ROOF OR PROTECTIVE COVER.
   - PRODUCTS SHALL NOT BE MIXED UNLESS DIRECTED BY THE MANUFACTURER.
   - ALL PRODUCTS SHALL BE USED AND DISPOSED OF ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
2. HAZARDOUS PRODUCTS
   - MATERIALS SHOULD BE KEPT IN ORIGINAL CONTAINER WITH LABELS UNLESS THE ORIGINAL CONTAINERS CANNOT BE RESEALED. IF ORIGINAL CONTAINERS CANNOT BE USED, LABELS AND PRODUCT INFORMATION SHALL BE SAVED.
   - PROPER DISPOSAL PRACTICES SHALL ALWAYS BE FOLLOWED IN ACCORDANCE WITH MANUFACTURER AND LOCAL/STATE REGULATIONS.
3. PRODUCT SPECIFIC PRACTICES
   - PETROLEUM PRODUCTS MUST BE STORED IN PROPER CONTAINERS AND CLEARLY LABELED. VEHICLES CONTAINING PETROLEUM PRODUCTS SHALL BE PERIODICALLY INSPECTED FOR LEAKS. PRECAUTIONS SHALL BE TAKEN TO AVOID LEAKAGE OF PETROLEUM PRODUCTS ON SITE.
   - THE MINIMUM AMOUNT OF FERTILIZER SHALL BE USED AND MIXED INTO SOIL IN ORDER TO LIMIT EXPOSURE TO STORMWATER. FERTILIZERS SHALL BE STORED IN COVERED AREA. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO SEALABLE PLASTIC BIN TO AVOID SPILLS.
   - PAINT CONTAINERS SHALL BE SEALED AND STORED WHEN NOT IN USE. EXCESS PAINT MUST BE DISPOSED OF IN APPROVED MANNER.
   - CONCRETE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.
4. SPILL CONTROL AND CLEANUP RESPONSIBILITIES
   - SPILL CLEANUP INFORMATION SHALL BE POSTED ON SITE TO INFORM EMPLOYEES ABOUT CLEANUP PROCEDURES AND RESOURCES.
   - THE FOLLOWING CLEAN-UP EQUIPMENT MUST BE KEPT ON-SITE NEAR THE MATERIAL STORAGE AREA: GLOVES, MOPS, RAGS, BROOMS, DUST PANS, SAND, SAWDUST, LIQUID ABSORBER, GOGGLES, AND TRASH CONTAINERS.
   - ALL SPILLS SHALL BE CLEANED UP AS SOON AS POSSIBLE.
   - WHEN CLEANING A SPILL, THE AREA SHOULD BE WELL VENTILATED AND THE EMPLOYEE SHALL WEAR PROPER PROTECTIVE COVERING TO PREVENT INJURY.
   - TOXIC SPILLS MUST BE REPORTED TO THE PROPER AUTHORITY REGARDLESS OF THE SIZE OF THE SPILL.
   - AFTER A SPILL, THE PREVENTION PLAN SHALL BE REVIEWED AND CHANGED TO PREVENT FURTHER SIMILAR SPILLS FROM OCCURRING. THE CAUSE OF THE SPILL, MEASURES TO PREVENT IT, AND HOW TO CLEAN THE SPILL UP SHALL BE RECORDED.
   - THE SUPERINTENDENT SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR AND IS RESPONSIBLE FOR THE DAY TO DAY SITE OPERATIONS THE SUPERINTENDENT ALSO OVERSEES THE SPILL PREVENTION PLAN AND SHALL BE RESPONSIBLE FOR EDUCATING THE EMPLOYEES ABOUT SPILL PREVENTION AND CLEANUP PROCEDURES.

NOTICE OF INTENT (NOI) / NOTICE OF TERMINATION (NOT)

1. NOI: THE NOTICE OF INTENT (NOI), DEP FORM 62-621.300(4)(b), IS TO BE COMPLETED AND SUBMITTED TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) BEFORE USE OF THE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES PROVIDED IN SUBSECTION 62-621.300(4), F.A.C.
2. NOT: WHERE A SITE HAS BEEN FINALLY STABILIZED AND ALL STORMWATER DISCHARGES AUTHORIZED BY THIS PERMIT ARE ELIMINATED, THE PERMITTEE SHALL SUBMIT A NOTICE OF TERMINATION, DEP FORM 62-621.300(6), SIGNED IN ACCORDANCE WITH PART 7.C OF FDEP DOCUMENT NO. 62-621.300(4)(a), WITHIN 14 DAYS OF FINAL STABILIZATION OF THE SITE TO TERMINATE COVERAGE UNDER THIS PERMIT.

CONTRACTOR'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERIC STORMWATER PERMIT ISSUED PURSUIT TO SECTION 403.0885, F.S., THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

SIGNATURE	COMPANY INFO	RESPONSIBLE FOR:
	COMPANY: _____ NAME: _____ TITLE: _____ DATE: _____	
	COMPANY: _____ NAME: _____ TITLE: _____ DATE: _____	
	COMPANY: _____ NAME: _____ TITLE: _____ DATE: _____	

REVISIONS

DATE	DESCRIPTION
11/01/22	REVISED PER SJRWMD
	& FDEP COMMENTS

NOSER W. STRICKLA, P.E. LICENSE NUMBER 52784 STATE OF FLORIDA
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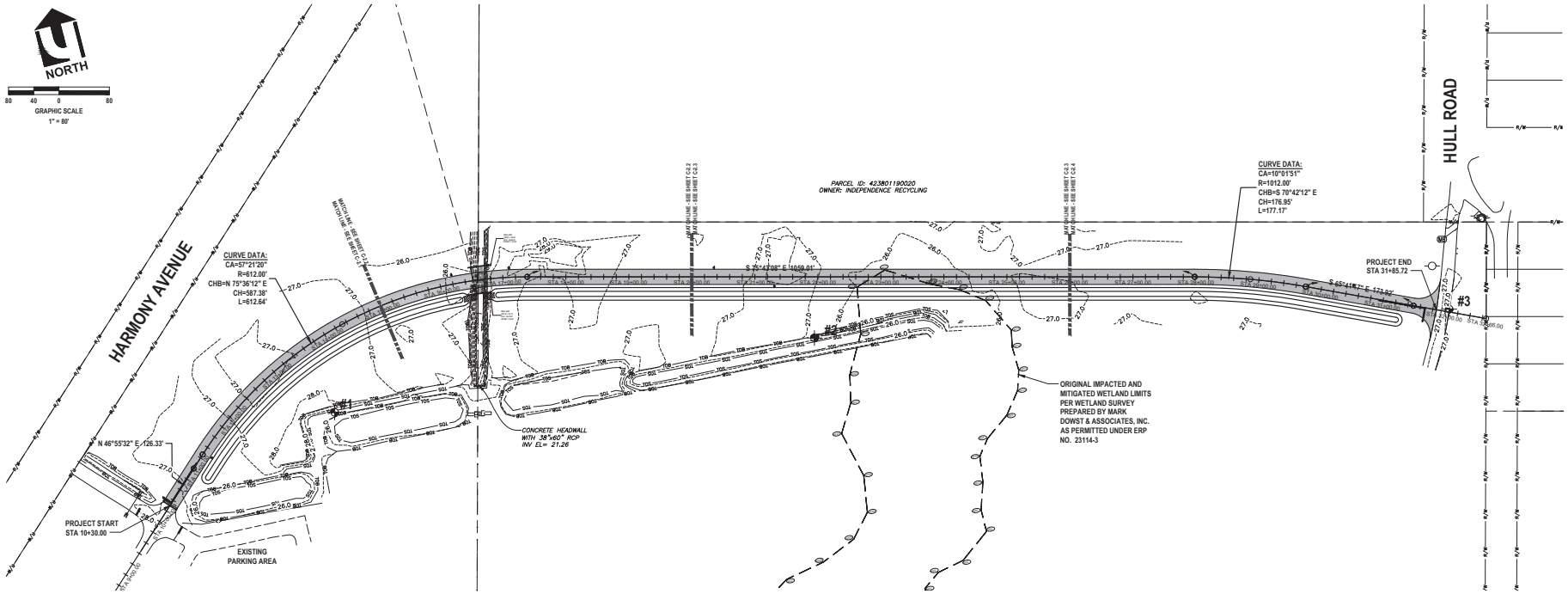
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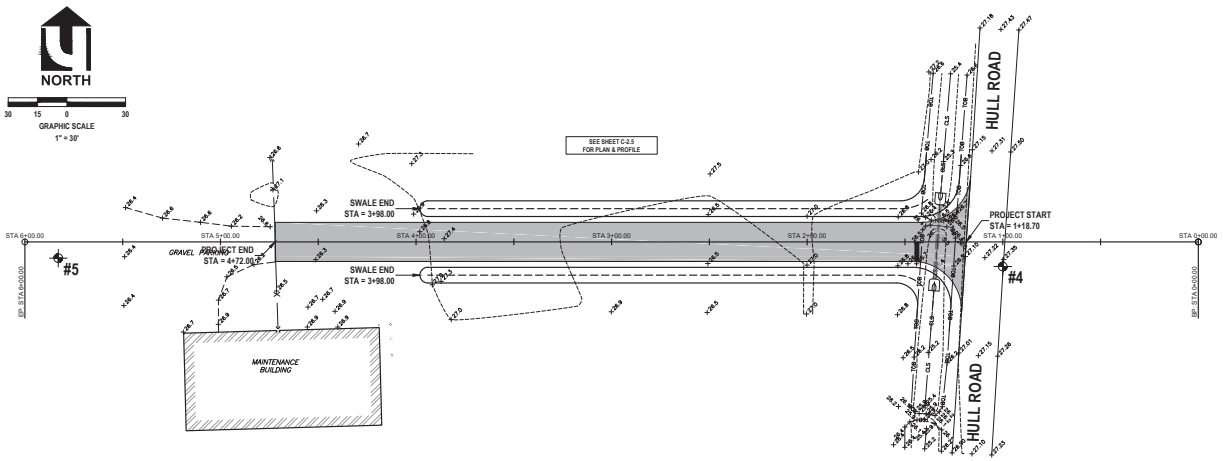
SWPP PLAN
DOUG THOMAS WAY
CITY OF ORMOND BEACH
ORMOND BEACH, FLORIDA 32174

PROJECT No:	210509
DATE:	APRIL 23, 2023
DESIGN BY:	RWS
DRAWN BY:	KEH
CHECKED BY:	RWS
SCALE:	AS SHOWN

SHEET NUMBER:
C-1.2



DOUG THOMAS WAY EXTENSION



SERVICE ROAD CONNECTION:

BENCHMARK INFORMATION:

#1	5/8" IRON ROD & CAP, LB 3612 ELEVATION = 26.16' (NAVD88)
#2	5/8" IRON ROD & CAP, LB 3612 ELEVATION = 26.91' (NAVD88)
#3	TOP OF NAIL & DISK, LB 3612 ELEVATION = 26.90' (NAVD88)
#4	TOP OF NAIL & DISK, LB 3612 ELEVATION = 27.36' (NAVD88)
#5	5/8" IRON ROD & CAP, LB 3612 ELEVATION = 26.91' (NAVD88)

VERTICAL DATA

ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88). DATUM ESTABLISHED PER FOUND FLORIDA DEPARTMENT OF TRANSPORTATION MONUMENTS. MONUMENT DESIGNATION "79 95 A 24" OBSERVED ELEVATION OF 23.63 FEET (NAVD88)

EARTHWORK QUANTITIES: D.T.W.

STRIPPINGS EXCAVATION	1,570 CY
IMPORT FILL IN-PLACE TO SUBGRADE	3,450 CY

THESE QUANTITIES ARE FOR GENERAL INFORMATION ONLY AND ARE NOT INTENDED TO BE RELIED UPON FOR BID PURPOSES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ITS EARTHWORK QUANTITIES. ASSUMED 1.30% SHRINKAGE FOR FILL IN-PLACE.
IMPORT FILL CONSIDERS REPLACEMENT OF SOIL FROM STRIPPINGS.

EARTHWORK QUANTITIES: S.R.C.

STRIPPINGS EXCAVATION	190 CY
IMPORT FILL IN-PLACE TO SUBGRADE	260 CY

THESE QUANTITIES ARE FOR GENERAL INFORMATION ONLY AND ARE NOT INTENDED TO BE RELIED UPON FOR BID PURPOSES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ITS EARTHWORK QUANTITIES. ASSUMED 1.30% SHRINKAGE FOR FILL IN-PLACE.
IMPORT FILL CONSIDERS REPLACEMENT OF SOIL FROM STRIPPINGS.

NOTE:

ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.

REVISIONS

DATE	DESCRIPTION
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	& FDEP COMMENTS

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OVERALL ROADWAY PLAN AND DRAINAGE PLAN

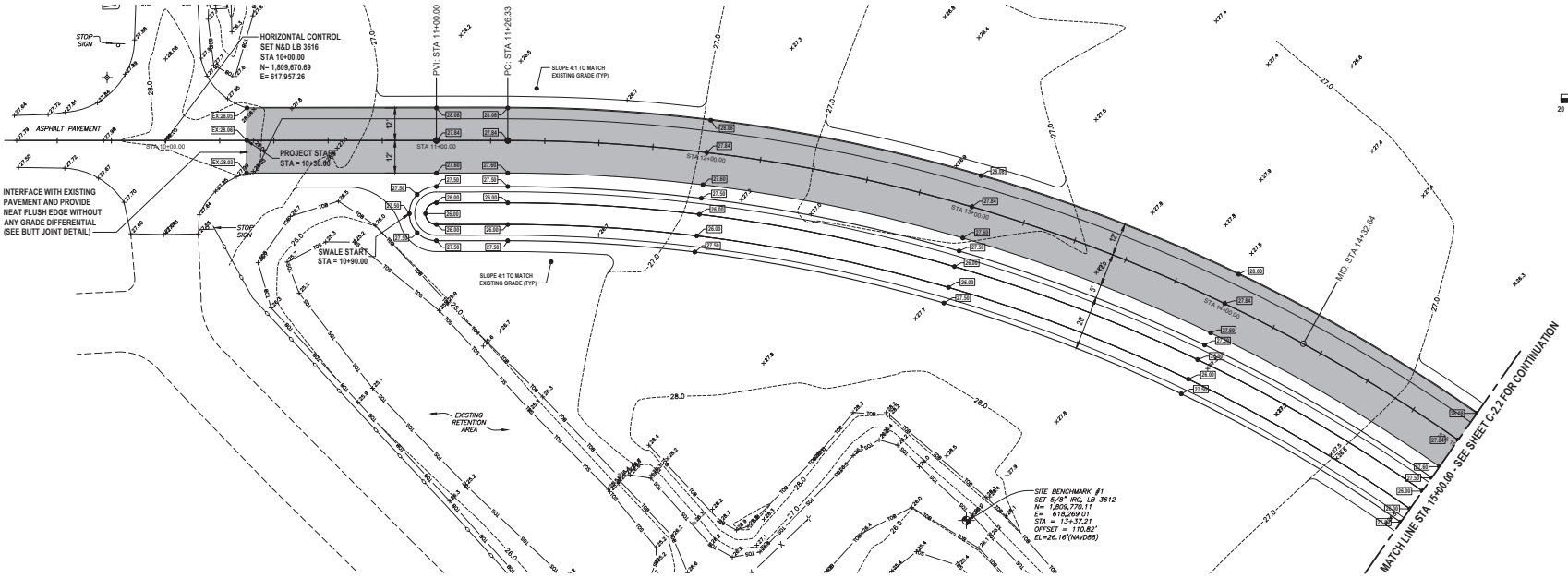
DOUG THOMAS WAY EXTENSION

CITY OF ORMOND BEACH
ORMOND BEACH, FLORIDA 32174

PROJECT No:	210509
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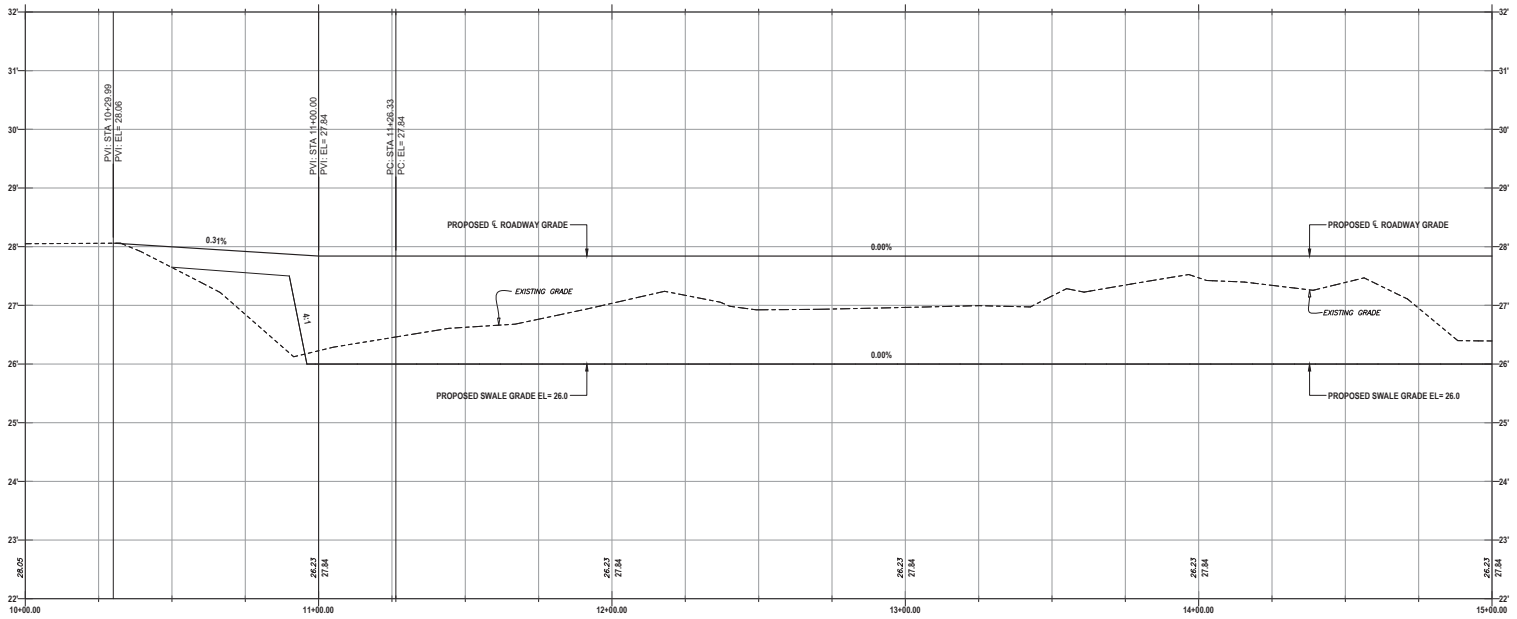
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DOUG THOMAS WAY EXTENSION PLAN & PROFILE

PLAN VIEW SCALE: 1" = 20'
PROFILE VIEW HORIZ. SCALE: 1" = 20'
PROFILE VIEW VERT. SCALE: 1" = 1'



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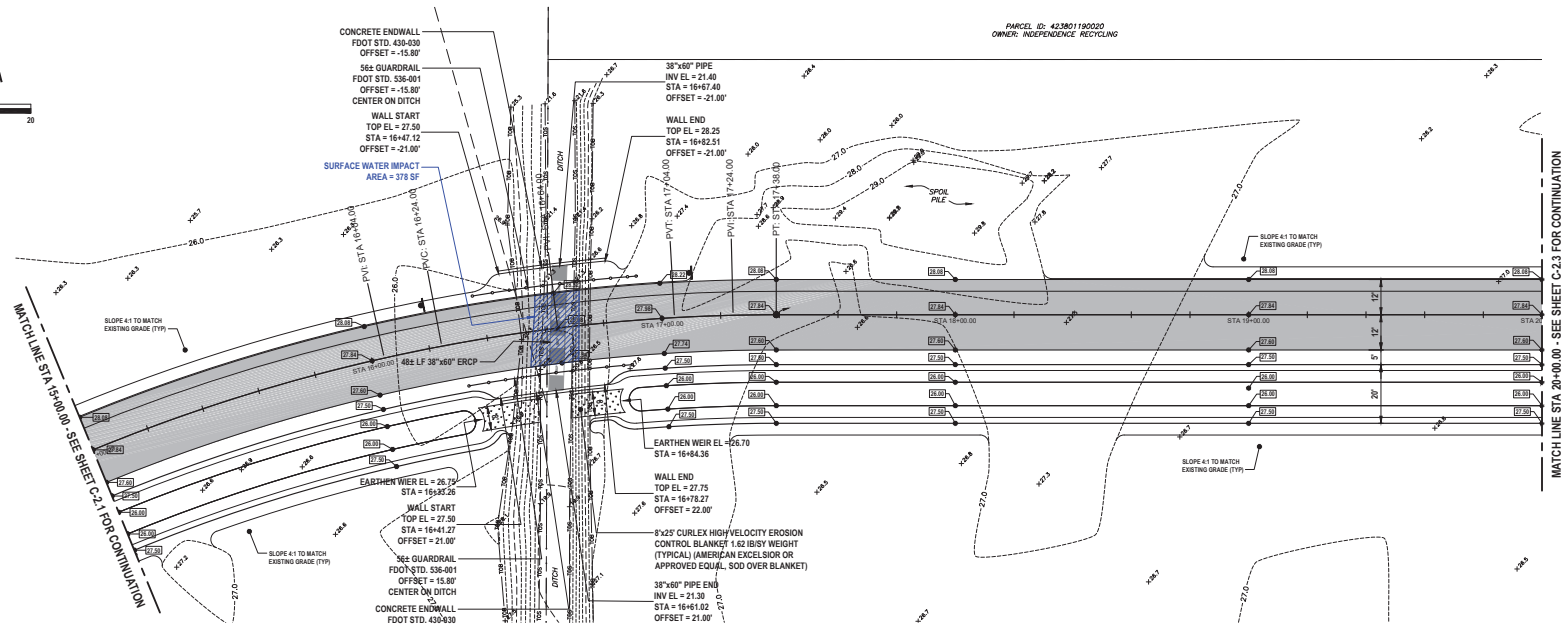
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PLAN AND PROFILE SHEETS
DOUG THOMAS WAY EXTENSION
CITY OF ORMOND BEACH
ORMOND BEACH, FLORIDA 32174

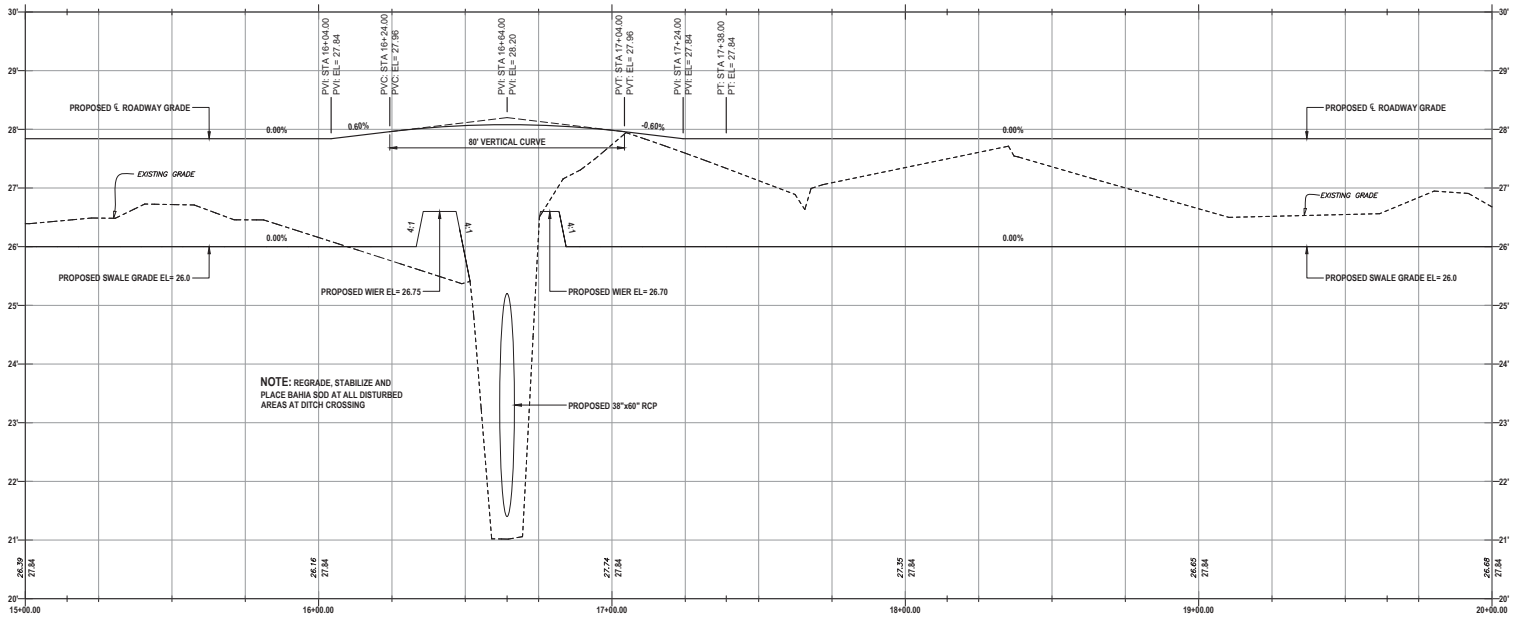
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DOUG THOMAS WAY EXTENSION PLAN & PROFILE

PLAN VIEW SCALE: 1" = 20'
PROFILE VIEW HORIZ. SCALE: 1" = 20'
PROFILE VIEW VERT. SCALE: 1" = 1'



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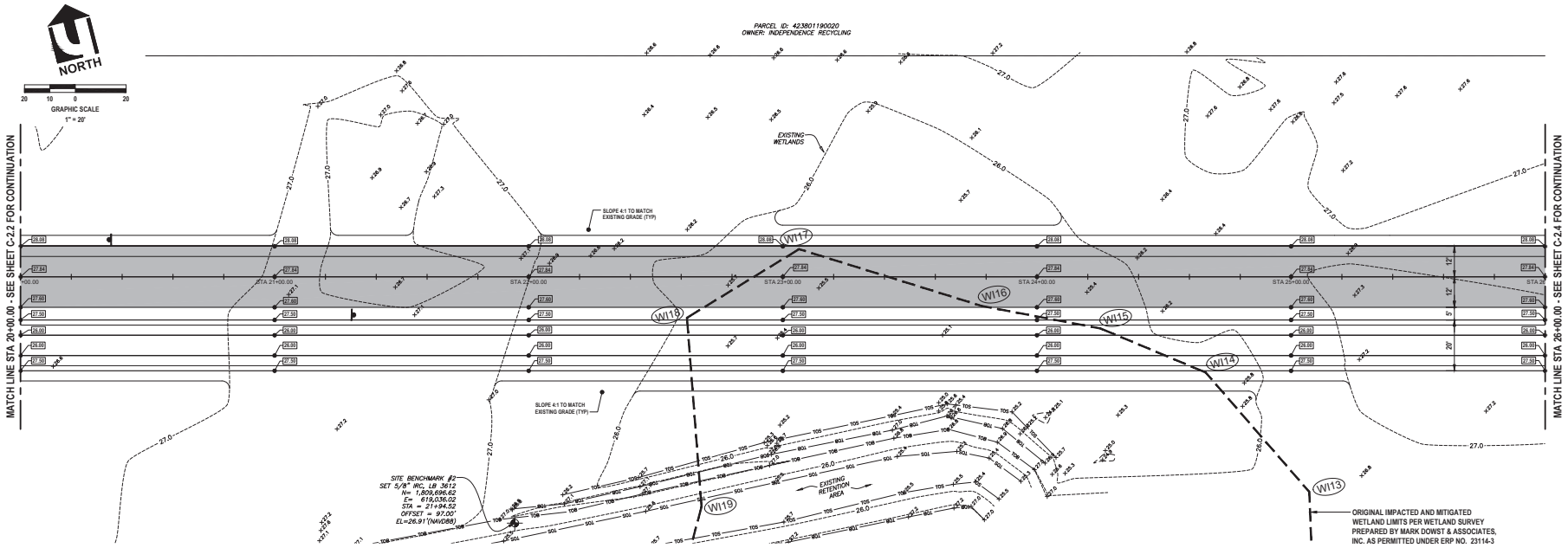
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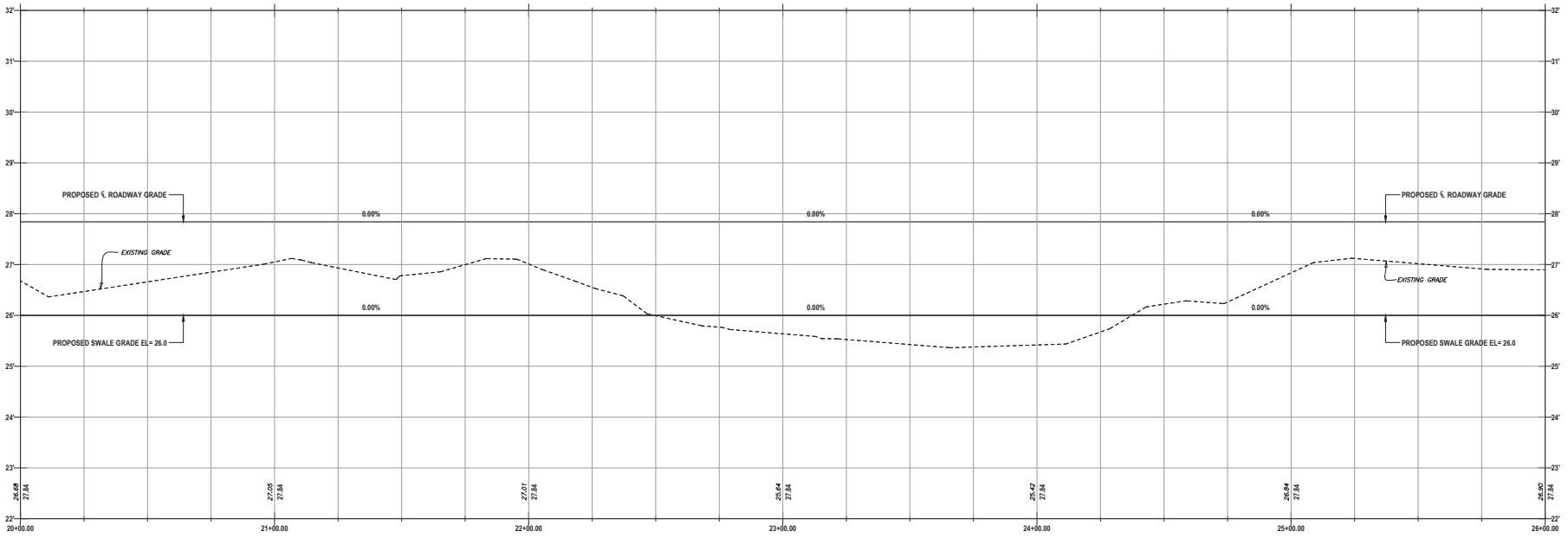
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DOUG THOMAS WAY EXTENSION PLAN & PROFILE

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PROFILE VIEW HORIZ. SCALE: 1" = 20'
PROFILE VIEW VERT. SCALE: 1" = 1'



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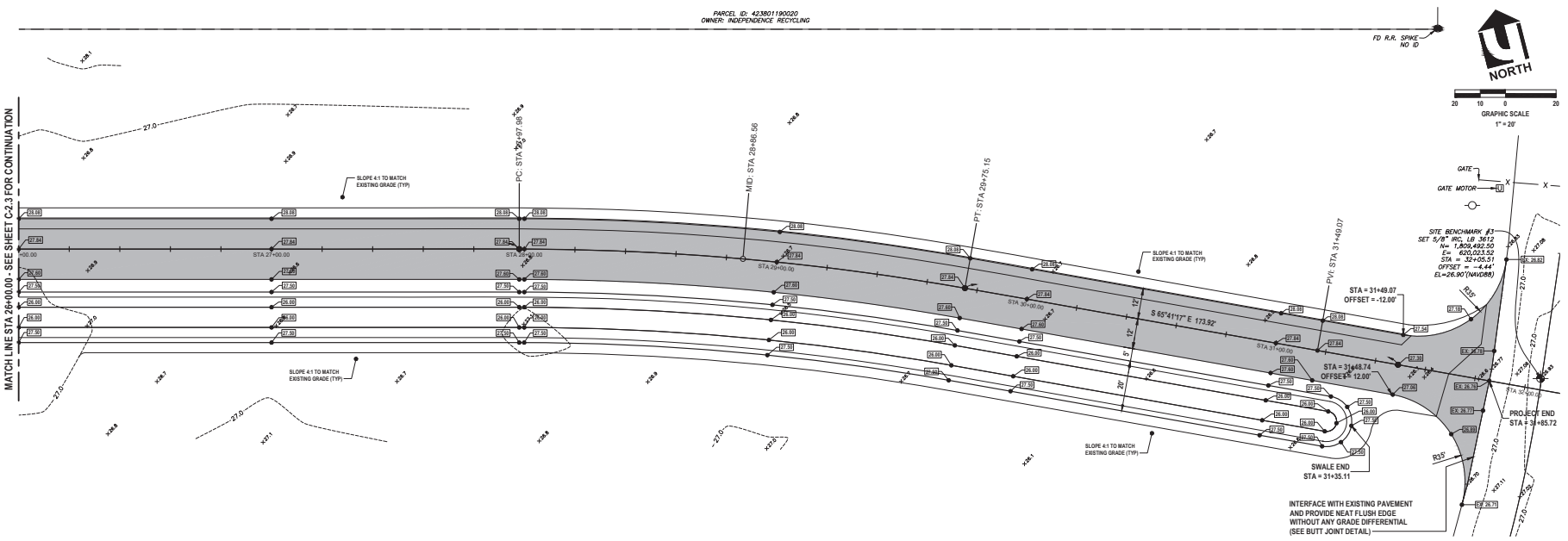
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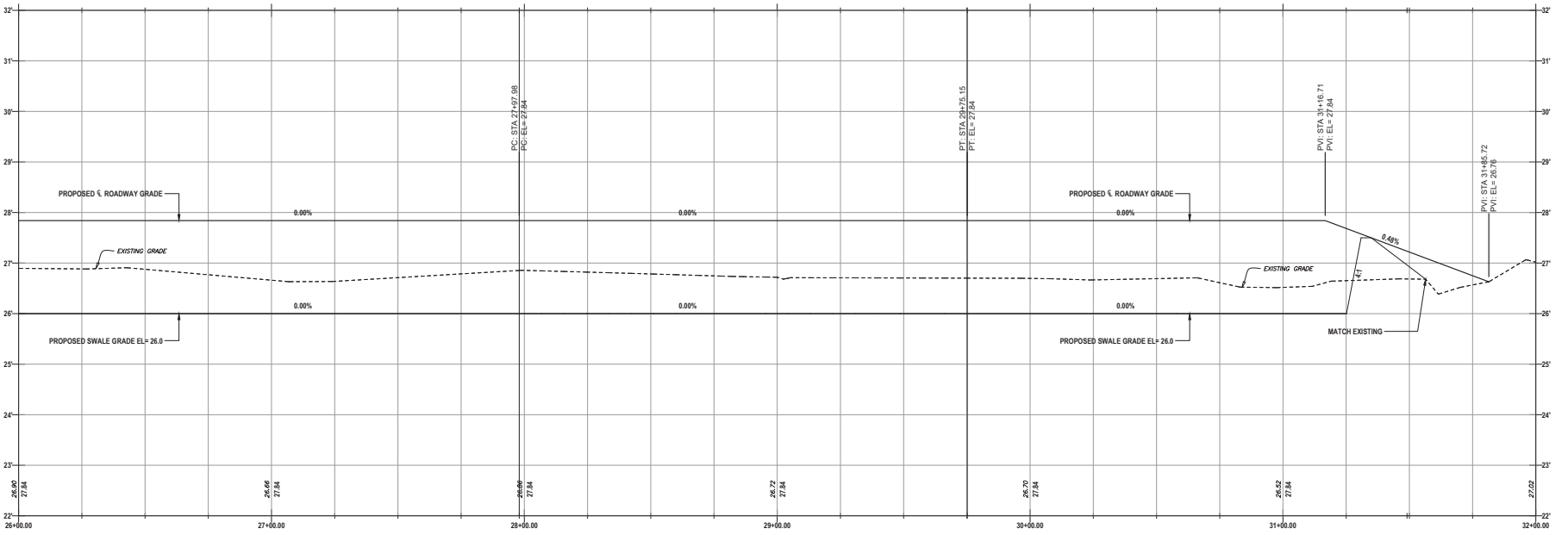
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DOUG THOMAS WAY EXTENSION PLAN & PROFILE

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PROFILE VIEW HORIZ. SCALE: 1" = 20'
PROFILE VIEW VERT. SCALE: 1" = 1'



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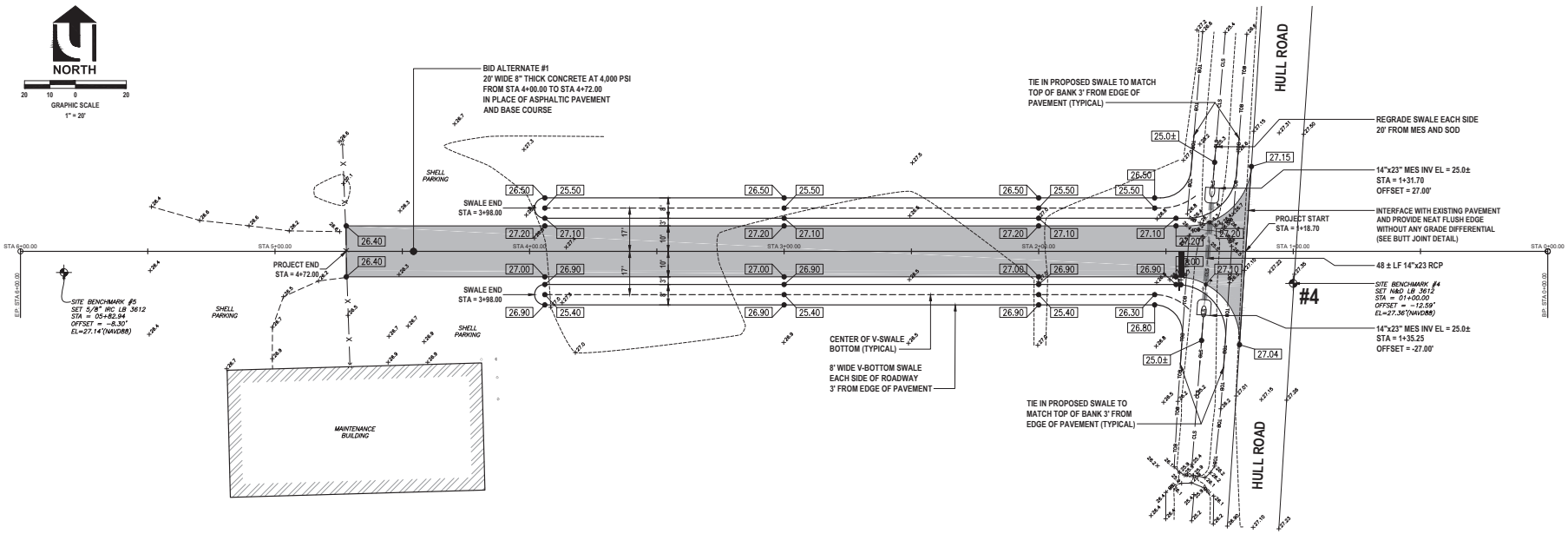
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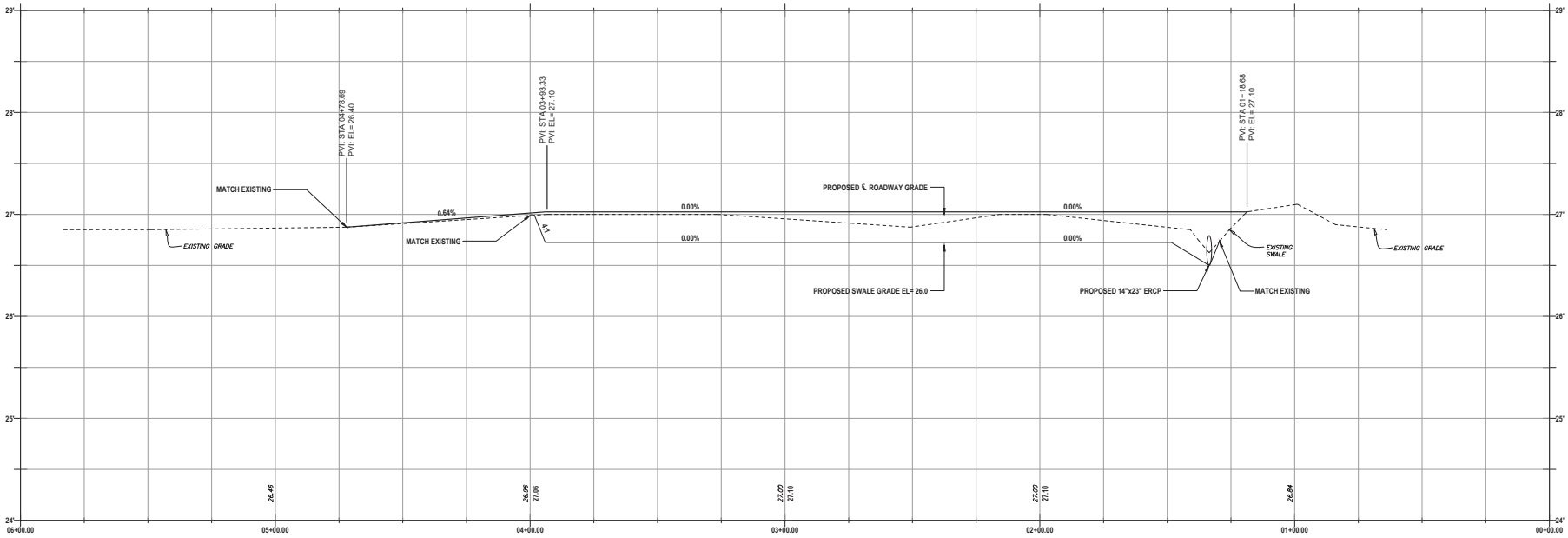
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SERVICE ROAD EXTENSION PLAN & PROFILE

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PROFILE VIEW HORIZ. SCALE: 1" = 20'
PROFILE VIEW VERT. SCALE: 1" = 2'



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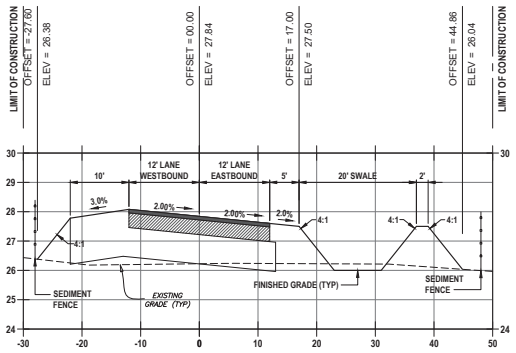
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DRAWN BY:	KEH
CHECKED BY:	RWS
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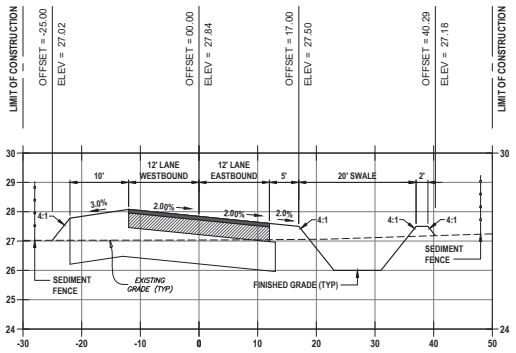
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DOUG THOMAS WAY EXTENSION SECTIONS

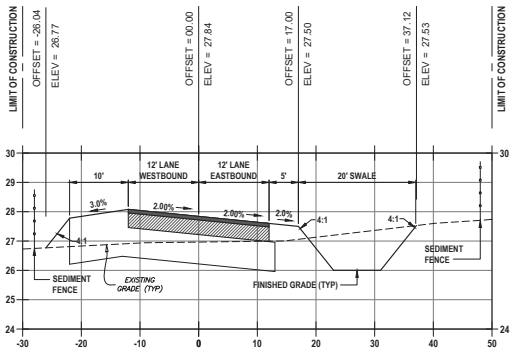
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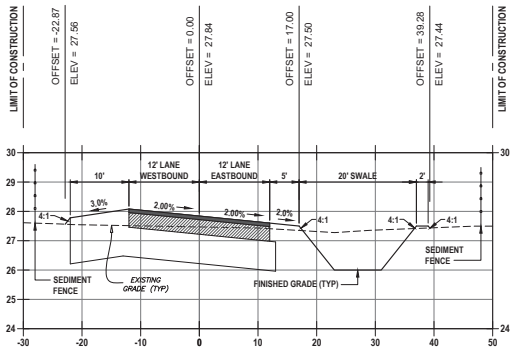
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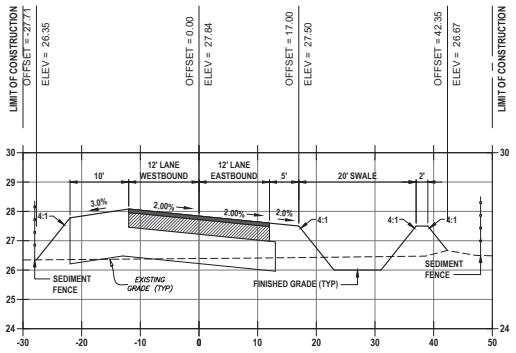
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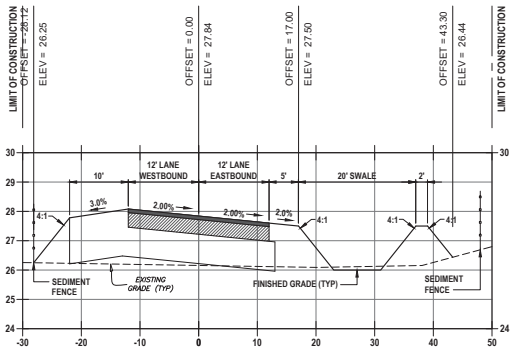
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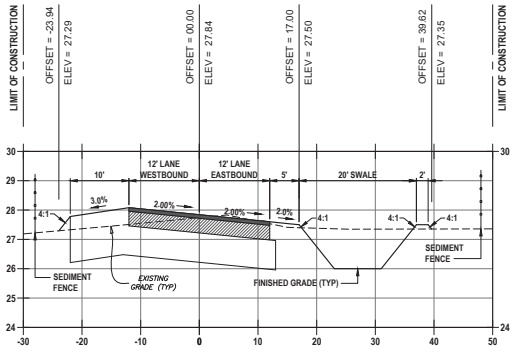
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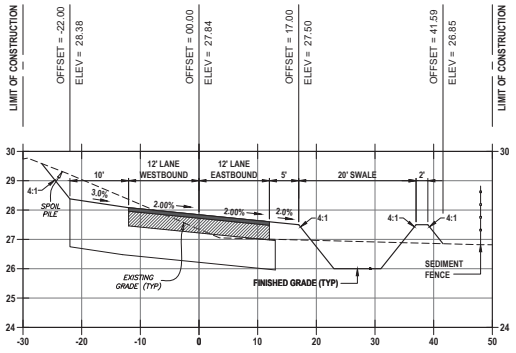
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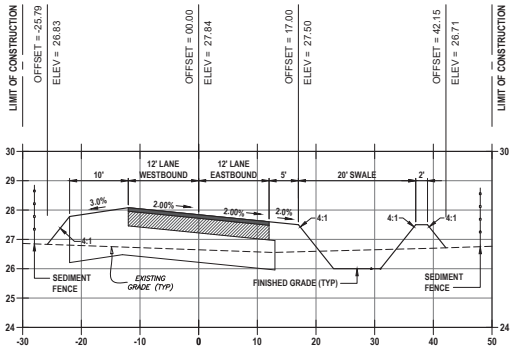
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STA 17+00.00



STA 18+00.00



STA 19+00.00

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DOUG THOMAS WAY CROSS SECTIONS

DOUG THOMAS WAY EXTENSION
CITY OF ORMOND BEACH
ORMOND BEACH, FLORIDA 32174

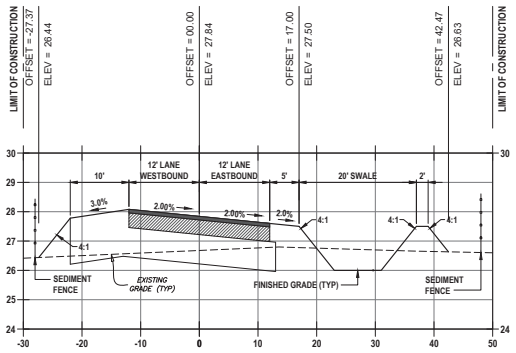
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DATE:	APRIL 23, 2023
DESIGN BY:	RWS
DRAWN BY:	KEH
CHECKED BY:	RWS
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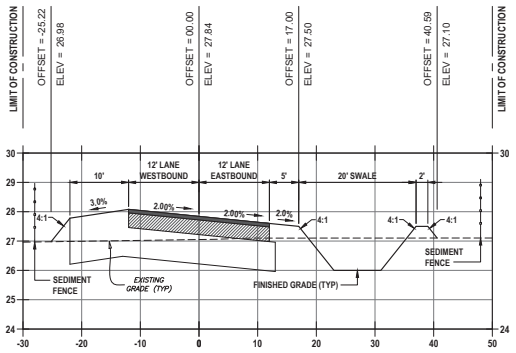
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DOUG THOMAS WAY EXTENSION SECTIONS

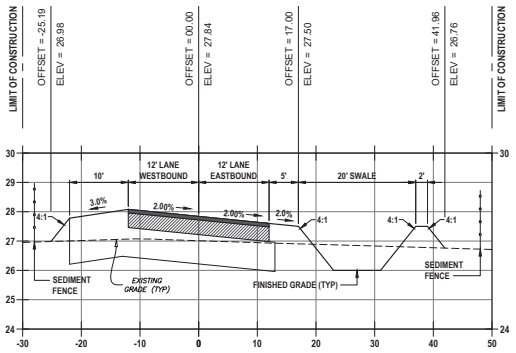
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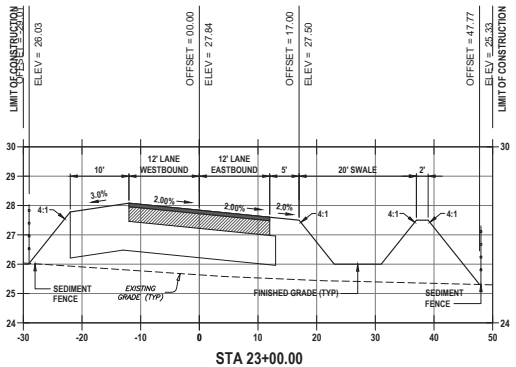
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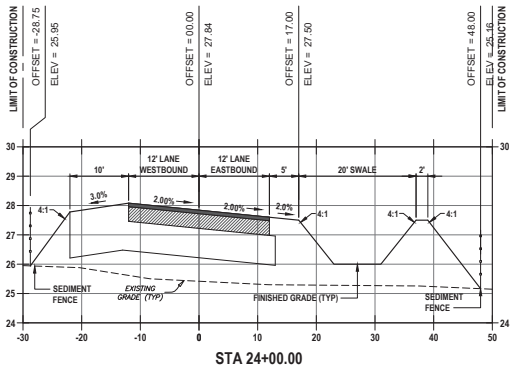
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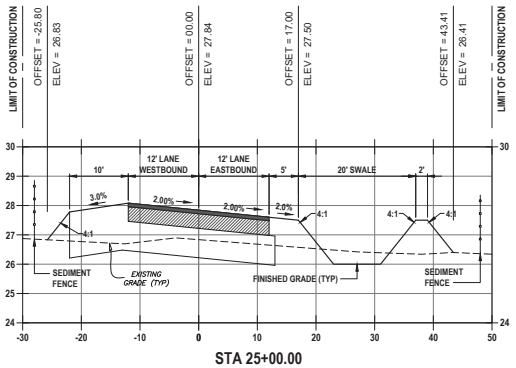
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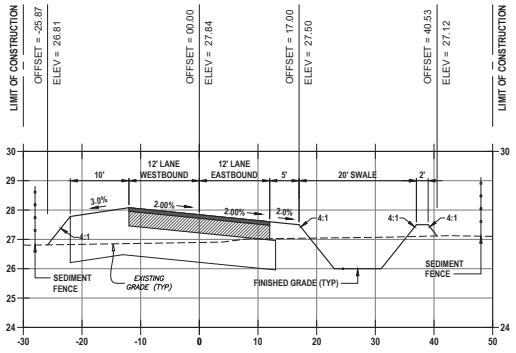
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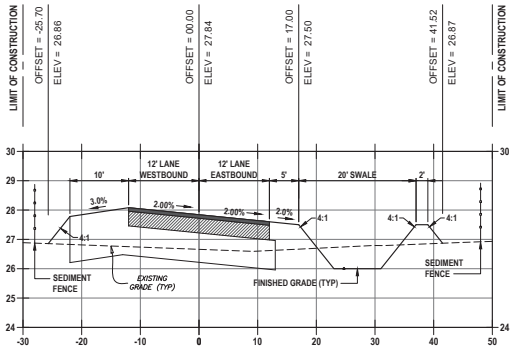
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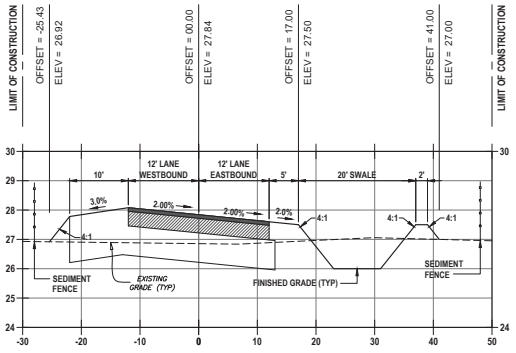
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STA 26+00.00



STA 27+00.00



STA 28+00.00

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DOUG THOMAS WAY CROSS SECTIONS

DOUG THOMAS WAY EXTENSION
CITY OF ORMOND BEACH
ORMOND BEACH, FLORIDA 32174

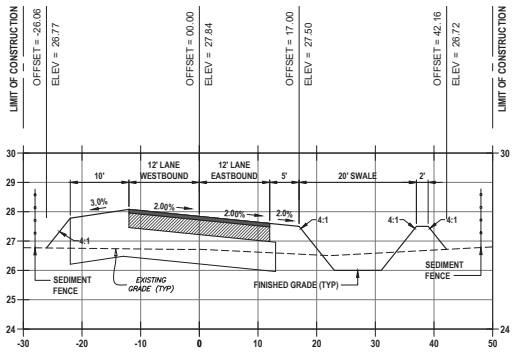
PROJECT No:	210509
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DESIGN BY:	RWS
DRAWN BY:	KEH
CHECKED BY:	RWS
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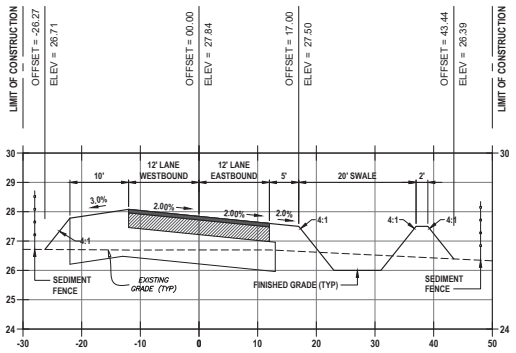
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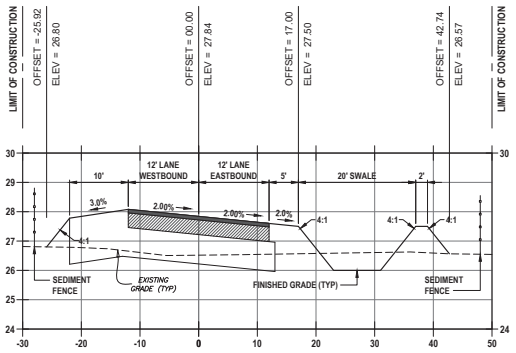
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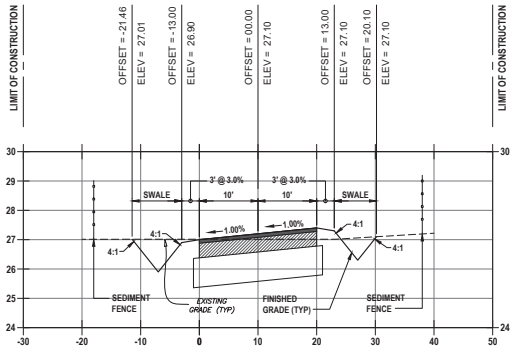
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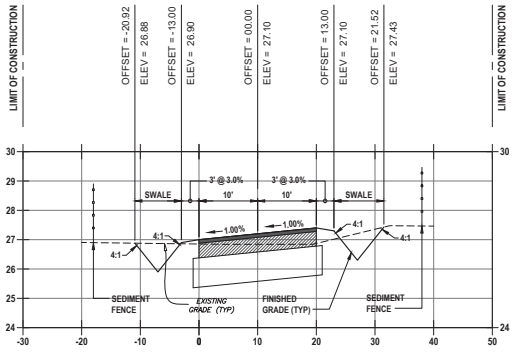
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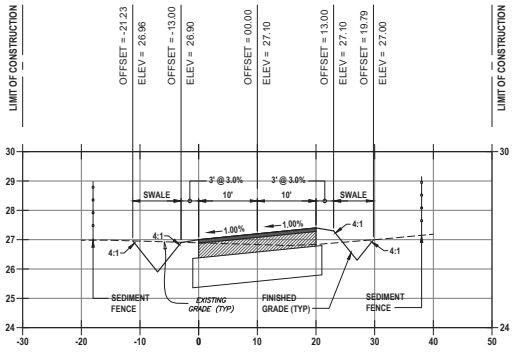
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PROFILE VIEW VERT. SCALE: 1" = 2'



STA 2+00.00



STA 3+00.00



STA 3+93.33

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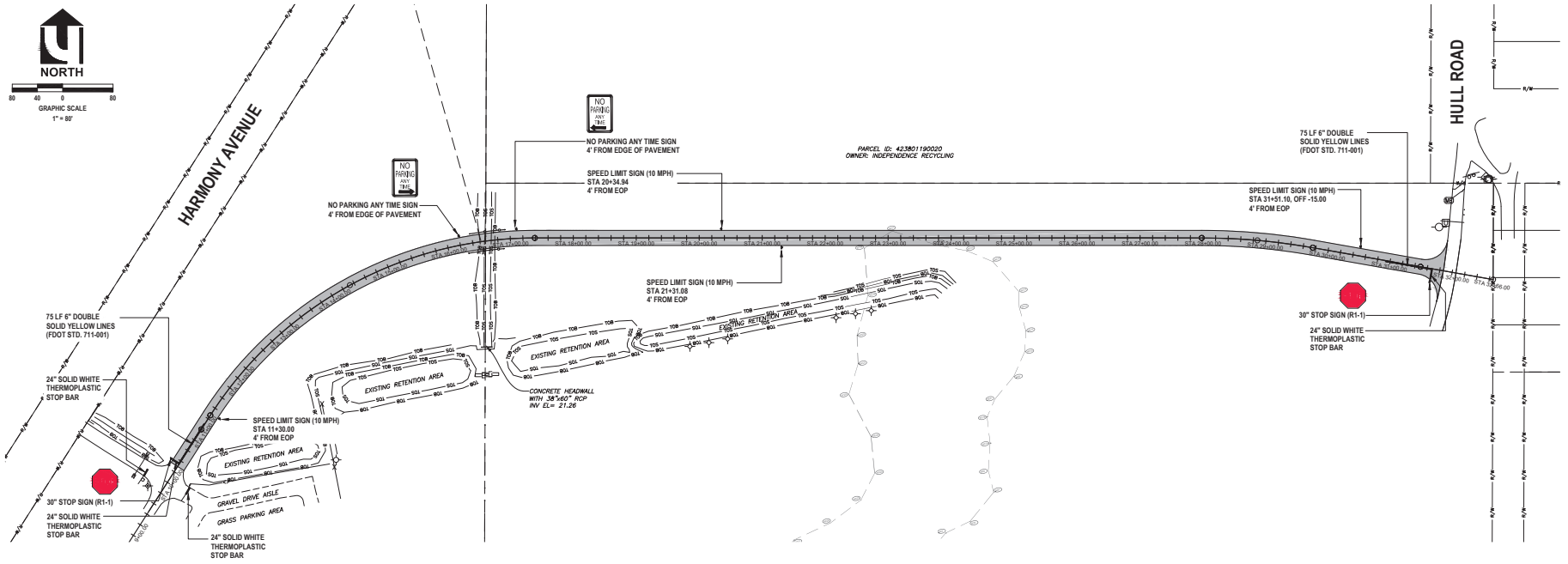
DOUG THOMAS WAY CROSS SECTIONS

DOUG THOMAS WAY EXTENSION
CITY OF ORMOND BEACH
ORMOND BEACH, FLORIDA 32174

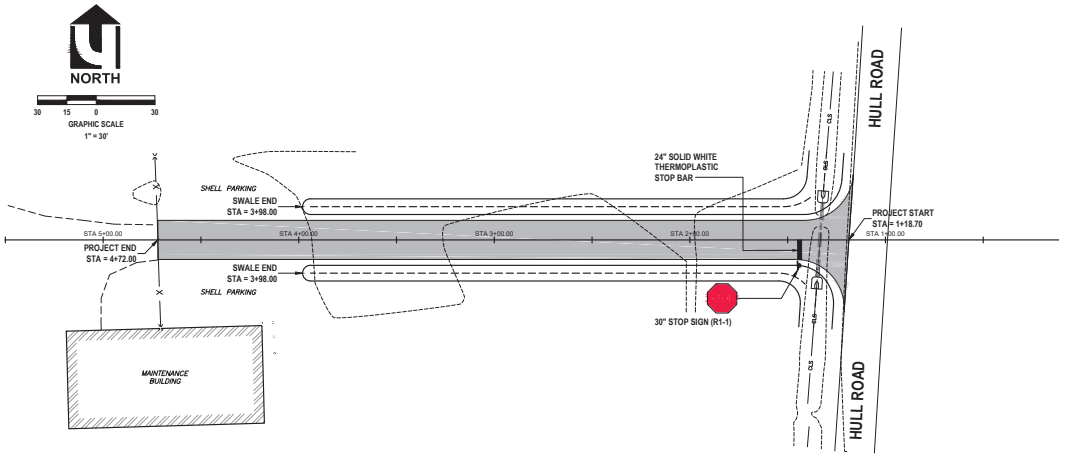
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DOUG THOMAS WAY EXTENSION



SERVICE ROAD CONNECTION:

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PAVEMENT MARKING & SIGNAGE PLAN

DOUG THOMAS WAY EXTENSION

CITY OF ORMOND BEACH
ORMOND BEACH, FLORIDA 32174

PROJECT No:	210509
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CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES

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

1. NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING. BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER- STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
2. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
3. WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCES WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, WATTLES, &/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED. SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES.
5. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS. WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE THROUGHOUT PROJECT CONSTRUCTION.
6. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE. WITHIN SEVEN (7) DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE OR INACTIVITY IN CONSTRUCTION, THE CONTRACTOR SHALL INSTALL SOD AND/OR SOD, AS REQUIRED. ANY PROJECT THAT IS INACTIVE FOR A PERIOD OF 30 DAYS OR MORE THE AREA SHALL BE STABILIZED TO THE SATISFACTION OF THE CITY OF ORMOND BEACH
8. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR A NON-VEGETATIVE OPTION MAY BE EMPLOYED.

A. 9. ABSOLUTELY NO BURYING OF CLEARED MATERIALS IS PERMITTED.

STANDARD CONSTRUCTION DETAIL
CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES
NTS

INDEX M-16A
MAY 2020

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

10. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.
11. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
10. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
11. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THE BUILDING LOTS AT 300 FOOT INTERVALS. THESE TESTS ARE TO BE PERFORMED IN ONE-FOOT VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE TESTS.
12. IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
13. STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE AT A MINIMUM. STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT. STOCKPILE AREA IS TO BE SURROUNDED BY SILT FENCE FROM THE INITIAL LIFT.
14. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED ATOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
15. ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD DECOMPOSE.
16. ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A Ph RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.
17. OWNER SHALL FILE A "NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES" WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AS REQUIRED BY DEP. CONTRACTOR SHALL BE REQUIRED TO COMPLY WITH ALL PROVISIONS OF THE GENERIC PERMIT INCLUDING BUT NOT LIMITED TO:
   A. PROVIDE SUCH EROSION AND SEDIMENT CONTROL MEASURES AS MAY BE NECESSARY TO PREVENT DISCHARGE OF POLLUTANTS FROM THE SITE FROM THE START OF CONSTRUCTION UNTIL THE FINAL GROUND COVER HAS BEEN ESTABLISHED.
   B. EMPLOY A DEP CERTIFIED INSPECTOR TO MAKE WEEKLY INSPECTIONS / REPORTS OF THE CONDITION OF EROSION AND SEDIMENT CONTROL MEASURES.
   C. EMPLOY A DEP CERTIFIED INSPECTOR TO MAKE INSPECTIONS / REPORTS OF THE CONDITION OF EROSION AND SEDIMENT CONTROL MEASURES WITHIN 24 HOURS OF EVERY RAINFALL EVENT EXCEEDING ONE-HALF INCH.
   D. MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT CONSTRUCTION.
   E. ADD EROSION AND SEDIMENT CONTROL MEASURES AS SITE CONDITIONS CHANGE.

STANDARD CONSTRUCTION DETAIL
CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES
NTS

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IN ORDER TO ENSURE THAT NEW DEVELOPMENTS WITHIN THE CITY ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS "AS-BUILT" DRAWINGS ARE REQUIRED:

THE FOLLOWING INFORMATION IS REQUIRED ON ALL PAVING AND DRAINAGE "AS-BUILT" DRAWINGS:

1. PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. ALL RADII AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION TO CLEARLY INDICATE IT AS AS BEING "AS-BUILT" INFORMATION.
2. ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES OR OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE "AS-BUILT" CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE EXISTING AND DESIGNED PROFILE GRADE LINES. ALL STREET CENTERLINES ON "AS-BUILTS" SHALL BE LABELED WITH STREET NAME AND RIGHT-OF-WAY WIDTH ON EVERY PAGE.
3. STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND/OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE.
4. STORM DRAINAGE PIPE INVERT AND STRUCTURE TOP AND BOTTOM ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS "AS-BUILT" INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND "AS-BUILT" INFORMATION WRITTEN NEXT TO IT.
5. STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND/OR VERIFIED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
6. ALL APPLICABLE TOPOGRAPHIC INFORMATION, PERTINENT TO THE ON SITE DRAINAGE SYSTEM SUCH AS DITCHES, LAKES, CANALS, ETC. THAT ARE DEEMED APPROPRIATE BY THE CITY SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY DOWN THESE FEATURES TO THE ROADWAY CENTERLINE AND TO PLAT LINES. WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
7. RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
8. STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE SHALL BE RECORDED EVERY 100 FEET.
9. ANY SPECIAL FEATURES SUCH AS CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED.
10. ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE "AS-BUILT".

THE FOLLOWING INFORMATION IS REQUIRED ON ALL WATER AND SEWER "AS-BUILT" DRAWINGS:

11. SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL RIM AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
12. SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, SLOPE, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.

STANDARD CONSTRUCTION DETAIL
REQUIREMENTS FOR "AS-BUILT" DRAWINGS

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13. SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TOWARDS UPSTREAM MANHOLES.
14. LIFT STATIONS AND FORCE MAINS SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. FORCE MAIN DEPTH AND LOCATION INCLUDING VALVES WILL BE PROVIDED AND TIED TO PERMANENT ABOVE GRADE FEATURES EVERY 500 FEET. DIMENSIONAL AND ELEVATION INFORMATION INDICATED ON THE APPROVED PLAN SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION. BURIED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED AND LABELLED.
15. CURB CUTS OR METAL TABS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
16. WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BACK OF CURB OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. WATER MAIN LINE MATERIAL, SIZE, LENGTH AND DEPTH PLACED SHALL ALSO BE NOTED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
17. WATER VALVES, TEES, ALL SERVICES, BLOW – OFFS AND FIRE HYDRANTS SHALL BE LOCATED BY TYING THEM TO SANITARY SEWER MANHOLES. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES.

THE FOLLOWING INFORMATION IS GENERAL REQUIREMENTS OF ALL "AS-BUILT" DRAWINGS:

18. FOR PERPENDICULAR CROSSINGS OF STORM WATER, SANITARY SEWER, POTABLE WATER, OR RECLAIMED WATER, THE "AS-BUILT" PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES, AS NECESSARY.
19. WHEN STORM WATER, POTABLE WATER, RECLAIMED WATER, OR SANITARY SEWER IMPROVEMENTS ARE LOCATED WITHIN AN EASEMENT, THE "AS-BUILT" SHALL ACCURATELY DEPICT THE LOCATION OF THE EASEMENT ITSELF AS WELL AS THE EXACT LOCATION OF THE IMPROVEMENTS WITHIN THE EASEMENT. THIS IS REQUIRED IN ORDER TO VERIFY THAT THE IMPROVEMENTS HAVE BEEN PROPERLY LOCATED AND TO ENSURE THAT FUTURE SUBSURFACE EXCAVATION TO PERFORM REMEDIAL REPAIR CAN BE ACCOMPLISHED WITHOUT DISTURBANCE BEYOND THE EASEMENT. SUCH DOCUMENTATION AND THE ASSOCIATED PROPOSED EASEMENT DOCUMENT WITH LEGAL DESCRIPTION SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL PRIOR TO RECORDING OF SAID EASEMENT. UPON CITY APPROVAL, THE EASEMENT SHALL BE RECORDED VIA A SEPARATE LEGAL INSTRUMENT AND SHALL NOT BE INCLUDED AS PART OF HOMEOWNER COVENANTS AND RESTRICTIONS.
20. SUBMIT CERTIFIED PAPER PRELIMINARY "AS-BUILT" (24"x36") WITH REQUEST FOR FINAL INSPECTION. SUBMIT 3 SETS SHOWING WATER FACILITIES, 3 SETS WITH SEWER FACILITIES, AND 3 SETS WITH PAVING AND DRAINAGE FACILITIES. PRELIMINARY "AS-BUILT" MAY BE SUBMITTED IN DIGITAL FORMAT. FOLLOWING FINAL INSPECTION AND COMMENTS, THE CONTRACTOR SHALL REVISE AS-BUILTS TO ADDRESS CITY COMMENTS AND SUBMIT 3 SETS CERTIFIED FINAL "AS-BUILTS" ALONG WITH 1 SET CERTIFIED MYLARS AND 1 CD-ROM CONTAINING AUTO-CAD FILES AND PDF VERSIONS SHOWING ALL "AS-BUILT" SHEETS. ALL "AS-BUILT" DRAWINGS SHALL BE CERTIFIED BY A REGISTERED LAND SURVEYOR AND ENGINEER OF RECORD. ALL DIGITAL FILES SHALL HAVE A DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.
21. INDICATE VERTICAL DATUM REFERENCE ON ALL SHEETS.
22. CAD FILE OF "AS-BUILTS" SHALL BE IN STATE PLANE COORDINATES; FILE SHOULD INCLUDE REFERENCE TO PROJECTION. (FLORIDA EAST, NAD83)
23. ALL "AS-BUILT" DRAWINGS SHALL BE PREPARED BY A FLORIDA REGISTERED LAND SURVEYOR USING THE FINAL APPROVED SITE DESIGN PREPARED BY THE ENGINEER OF RECORD. LINE WEIGHTS, LINETYPES, AND ANNOTATION SHALL BE MANAGED IN A MANNER THAT CLEARLY DISTINGUISHES DESIGN INFORMATION FROM "AS-BUILT" INFORMATION.
24. "AS-BUILT" SHEETS SHALL INCLUDE A TITLE BLOCK AND CLEARLY STATE PROJECT NAME, PROJECT SURVEYOR, DATE OF FIELD WORK, AS WELL AS PROJECT CERTIFICATION BLOCK FROM THE ENGINEER OF RECORD.

NOTE: REFERENCES TO WATER SHALL MEAN BOTH POTABLE AND RECLAIMED WATER.

STANDARD CONSTRUCTION DETAIL
REQUIREMENTS FOR AS BUILT DRAWINGS

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GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS). AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH.
3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK.
5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION.
6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION.
8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.
9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY.
10. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.
11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES
12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.

STANDARD CONSTRUCTION DETAIL
GENERAL CONSTRUCTION NOTES

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MAY 2020

REVISIONS

DATE	DESCRIPTION
11/01/22	REVISED PER SJR/WMD
	& FDEP COMMENTS

NORMAN W. STRICKLA — LICENSED PROFESSIONAL ENGINEER — NO. 52784 — STATE OF FLORIDA — PROFESSIONAL ENGINEER — NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED ENGINEER

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CITY STANDARD DETAILS & GENERAL NOTES

DOUG THOMAS WAY EXTENSION
CITY OF ORMOND BEACH
ORMOND BEACH, FLORIDA 32174

PROJECT No:	210509
DATE:	APRIL 23, 2023
DESIGN BY:	RWS
DRAWN BY:	KEH
CHECKED BY:	RWS
SCALE:	AS SHOWN

SHEET NUMBER:
C-3.0

ES BMP 1.01

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

DEFINITION

A STONE STABILIZED PAD LOCATED AT POINTS OF VEHICULAR INGRESS AND EGRESS ON A CONSTRUCTION SITE.

PURPOSE

TO REDUCE THE AMOUNT OF SEDIMENT TRANSPORTED ONTO PUBLIC ROADS BY MOTOR VEHICLES OR RUNOFF.

CONDITIONS WHERE PRACTICE APPLIES

WHEREVER TRAFFIC WILL BE LEAVING A CONSTRUCTION SITE AND MOVES DIRECTLY ONTO A PUBLIC ROAD OR OTHER PAVED AREA.

PLANNING CONSIDERATIONS

CONSTRUCTION ENTRANCES PROVIDE AN AREA WHERE MUD CAN BE REMOVED FROM CONSTRUCTION VEHICLE TIRES BEFORE THE ENTER A PUBLIC ROAD. IF THE ACTION OF THE VEHICLE TRAVELING OVER THE PAD DOES NOT REMOVE THE MUD, THEN THE TIRES MUST BE WASHED. IF THE TIRES MUST BE WASHED BEFORE THE VEHICLE ENTERS A PUBLIC ROAD, IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF-SITE. CONSTRUCTION ENTRANCES SHOULD BE USED IN CONJUNCTION WITH SOME STABILIZATION OF CONSTRUCTION ROADS TO REDUCE THE AMOUNTS OF MUD PICKED UP BY CONSTRUCTION VEHICLES.

DESIGN CRITERIA

AGGREGATE SIZE

FDOT AGGREGATE NO. 1 (1.5 – 3.5 INCH STONE) SHOULD BE USED.

ENTRANCE DIMENSIONS

AGGREGATE LAYER MUST BE AT LEAST 6 INCHES THICK. IT MUST EXTEND THE FULL WIDTH OF VEHICULAR INGRESS AND EGRESS AREA. THE LENGTH OF THE ENTRANCE MUST BE AT LEAST 50 FEET. (SEE DETAIL).

WASHING

IF CONDITIONS OF THE SITE ARE SUCH THAT THE MAJORITY OF THE MUD IS NOT REMOVED BY THE VEHICLES TRAVELING OVER THE GRAVEL, THEN THE TIRES OF THE VEHICLES MUST BE WASHED BEFORE ENTERING A PUBLIC ROAD. WASH WATER MUST BE CARRIED AWAY FROM THE ENTRANCE TO A SETTLING AREA TO REMOVE SEDIMENT. A WASH RACK MAY BE USED TO MAKE WASHING MORE CONVENIENT AND EFFECTIVE. SEE DETAIL.

LOCATION

THE ENTRANCE SHOULD BE LOCATED TO PROVIDE FOR MAXIMUM UTILITY BY ALL CONSTRUCTION VEHICLES.

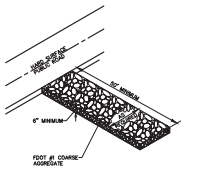
INDICATE PROPOSED LOCATION OF GRAVEL CONSTRUCTION ENTRANCE ON THE GRADING PLAN.

CONSTRUCTION SPECIFICATIONS

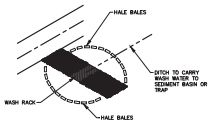
THE AREA OF THE ENTRANCE SHOULD BE CLEARED OF ALL VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL. THE GRAVEL SHALL BE PLACED TO THE SPECIFIED DIMENSIONS. ANY DRAINAGE FACILITIES REQUIRED BECAUSE OF WASHING SHOULD BE CONSTRUCTED ACCORDING TO SPECIFICATIONS. IF WASH RACKS ARE USED, THEY SHOULD BE CONSTRUCTED ACCORDING TO SPECIFICATIONS. IF WASH RACKS ARE TO MANUFACTURER'S SPECIFICATIONS.

MAINTENANCE

THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 2-INCH STONE, AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY STRUCTURES USED TO TRAP SEDIMENT. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.



GRAVEL CONSTRUCTION ENTRANCE
N.T.S.

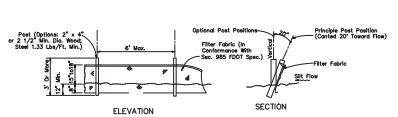




GRAVEL CONSTRUCTION ENTRANCE
W/ WASH RACK (IF REQUIRED)

NOTE: COMPLY WITH FDOT REQUIREMENTS FOR SOIL TRACKING PREVENTION DEVICE IN FDOT ROADWAY ROW (INDEX NO. 106)

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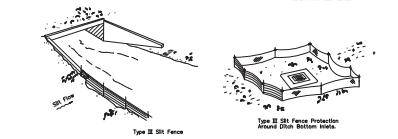


Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

TYPE III SILT FENCE



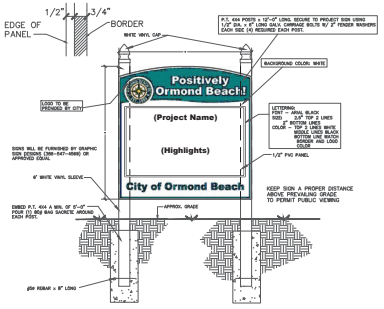
Note: Spacing for Type III Fence to be in accordance with FDOT Design Index No. 102, Chart 1, Sheet 1 of 3 and ditch installations at drainage structures Sheet 2 of 3.



Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

SILT FENCE APPLICATIONS

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PROJECT NAME: DOUG THOMAS WAY EXTENSION

BID No. 2023-22

HIGHLIGHTS: ENGINEER: UPHAM, INC.

CONTRACTOR: tdb

NOTICE: PLACE SIGN AT EACH END OF PROJECT

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1. CONSTRUCTION STANDARDS FOR ALL DRAINAGE SYSTEM COMPONENTS SHALL CONFORM TO THE LATEST EDITION OF THE "FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND AS SPECIFIED HEREIN.
2. ALL STORM WATER PIPES AND STRUCTURES SHALL BE INSTALLED ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
3. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW THE COMPONENT BEING INSTALLED.
4. ALL PIPES AND STRUCTURES SHALL BE PLACED TRUE TO LINES AND GRADES AS DEPICTED ON THE APPROVED PLANS.
5. ALL PIPE JOINTS SHALL BE PROPERLY HONED AND FILTER FABRIC LINED USING A METHOD TO HOLD THE FABRIC IN PLACE DURING BACKFILL.
6. BACKFILL AND COMPACT TO THE SPRING–LINE (CENTER OF PIPE) ELEVATION AND REQUEST CITY INSPECTION AND APPROVAL BEFORE CONTINUING.
7. ALL WORK COVERED WITHOUT CITY INSPECTION WILL BE REQUIRED TO BE EXCAVATED AND INSPECTED AT THE CONTRACTOR'S EXPENSE.
8. TRENCHES SHALL BE BACKFILLED AND COMPACTED WITH CLEAN GRANULAR MATERIAL IN MAX 6" LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO–T180) IN PAVED AREAS AND 95 PERCENT (AASHTO–T180) IN UNPAVED AREAS.
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS AT POINTS 1' ABOVE THE PIPE AND AT A MAX. 1' VERTICAL INTERVALS TO FINISH GRADE, AT A MAXIMUM SPACING OF 100 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY'S INSPECTOR.
10. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE (RCP), HIGH DENSITY POLYETHYLENE (HDPE), POLYVINYL CHLORIDE (PVC) OR ALUMINUM CORRUGATED METAL PIPE (ACMP), AS SHOWN ON THE PLANS.
11. STORM DRAINAGE PIPES WITHIN PUBLIC RIGHT–OF–WAY SHALL BE A MINIMUM OF FIFTEEN (15) INCH RCP DIAMETER OR EQUIVALENT.
12. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION.

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13. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF.
14. WET DETENTION PONDS SHALL BE EIGHT (8) FEET MINIMUM TO TWELVE (12) FEET MAXIMUM DEPTH BELOW THE DESIGN LOW OR NORMAL WATER STAGE.
15. MAXIMUM DISTANCES BETWEEN INLETS AND/OR JUNCTION BOXES:

PIPES SIZE (INCHES)	LENGTH OF RUN (FEET)
15	150
18	300
24 OR GREATER	400

16. ALL SWALES, DITCHES, AND DRY RETENTION POND SIDE SLOPES SHALL BE NO STEEPER THAT 4:1 (H:V) AND SHALL BE SODDED.
17. ALL RETENTION POND BACKSLOPES SHALL BE NO STEEPER THAN 3:1 (H:V) AND SHALL BE SODDED.
18. NORMAL ROADSIDE SWALES SHALL BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
19. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
20. A MINIMUM ONE FOOT (1') FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND WET RETENTION PONDS.
21. A MINIMUM SIX INCH (6") FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND DRY RETENTION PONDS.
22. POND INFLOW SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
23. OUTLET STRUCTURES ARE REQUIRED ON ALL PONDS. ALL OUTLET STRUCTURES SHALL BE PERMANENT CONCRETE OVERFLOW WEIRS OR CONCRETE OUTLET CONTROL STRUCTURES. NO SODDED WEIRS OR OTHER NON–PERMANENT OVERFLOW STRUCTURES SHALL BE ALLOWED.
24. SOIL EROSION CONTROL MEASURES SATISFACTORY TO THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION AND UPON COMPLETION OF THE POND.
25. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE POND WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER POND COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE POND EXCAVATION.

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26. ADEQUATE MAINTENANCE ACCESS AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL PONDS AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF PONDS.
27. IN GENERAL, ALL RETENTION/DETENTION PONDS MUST BE CONSTRUCTED PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE.
28. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY DEWATERING PERMITS THAT MAY BE REQUIRED.
29. CULVERTS CROSSING RIGHT–OF–WAYS SHALL EXTEND FROM RIGHT–OF–WAY LINE TO RIGHT–OF–WAY LINE UNDER THE ROADWAY.
30. ALL STORM WATER DISCHARGE FROM RETENTION/DETENTION PONDS ARE REQUIRED TO BE CHANNELED INTO DEFINED DRAINAGE PATHS TO EXISTING WATER BODIES, WETLANDS, DITCHES, ETC.
31. THE CITY OF ORMOND BEACH REQUIRES THE DEVELOPER TO TELEVISE ANY AND ALL STORM SEWER PIPE SYSTEMS IN THE PRESENCE OF THE CITY INSPECTOR BY A REPUTABLE COMPANY THAT ENGAGES IN THIS TYPE OF WORK. THE DVD SHALL BE IN HIGH QUALITY STANDARD RESOLUTION USING A CAMERA WITH SUITABLE LIGHTING TO ALLOW A CLEAR FOCUSED PICTURE OF THE ENTIRE INSIDE PIPE CIRCUMFERENCE. THE DVD SHALL BE NON–STOP WITH AUDIO DESCRIBING WHAT IS BEING VIEWED. COPIES OF DVD SHALL BE SUBMITTED IN DVD FORMAT ACCOMPANIED BY WRITTEN LOGS DESCRIBING THE CONDITION OF THE LINES AT LEAST FORTY–EIGHT (48) HOURS PRIOR TO REQUESTING FINAL INSPECTIONS. ANY DEFECTS NOTED SHALL BE CORRECTED PRIOR TO ACCEPTANCE BY THE CITY OR ISSUANCE OF CERTIFICATE OF OCCUPANCY.
32. IN ACCORDANCE WITH SECTION 3–58(F) ALL WET DETENTION PONDS SHALL INCLUDE AN AERATION FOUNTAIN TO ENSURE PROPER WATER QUALITY, ENHANCE MAINTENANCE, AND IMPROVE AESTHETICS. PONDS SHALL BE DESIGNED TO APPEAR NATURAL AND NON–GEOMETRIC.

STANDARD CONSTRUCTION DETAIL	INDEX
STORM DRAINAGE CONSTRUCTION NOTES	ST–1C
	MAY 2020

REVISIONS

DATE	DESCRIPTION
11/01/22	REVISED PER SJR/WMD
	& FDEP COMMENTS

ROGER W. STRICKLA LICENSE NO. 52784 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROGER W. STRICKLA, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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CITY STANDARD DETAILS
GENERAL NOTES

DOUG THOMAS WAY EXTENSION
CITY OF ORMOND BEACH
ORMOND BEACH, FLORIDA 32174

PROJECT No:	210509
DATE:	APRIL 23, 2023
DESIGN BY:	RWS
DRAWN BY:	KEH
CHECKED BY:	RWS
SCALE:	AS SHOWN

SHEET NUMBER:

C-3.1

ROADWAY CONSTRUCTION NOTES

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

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

3. ALL FRANCHISE UTILITY CROSSINGS, INCLUDING BUT NOT LIMITED TO FPL, BELLSOUTH AND CABLE SHALL BE INSTALLED PRIOR TO INSTALLATION AND COMPACTION OF THE ROAD SUB BASE. ANY CROSSINGS AFTER INSTALLATION OF THE SUB BASE SHALL BE BY DIRECTIONAL BORE.
4. THE LIMITS OF STABILIZED SUB BASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB.
5. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND–CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL OR OTHER MATERIAL AS APPROVED BY THE CITY AND A LICENSED SOILS ENGINEER.
6. THE SUB BASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR). A COMPACTION OF NO LESS THAN NINETY–EIGHT (98%) PERCENT DENSITY BASED ON AASHTO T–180 SHALL BE REQUIRED.
7. TESTS FOR SUB BASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT AND AT CENTER LINE OF THE ROADWAY.
8. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. PRIMING AND SANDING SHALL BE REQUIRED AS SOON AS BEARING CAPACITY AND COMPACTION HAS BEEN ACHIEVED.
9. MAXIMUM DENSITY BASED ON AASHTO T–180 MODIFIED PROCTOR TEST. RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO (98%)
10. MATERIAL DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY AT THE TIME OF PLACEMENT.
11. TESTING OF THE IN–PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUB BASE TESTING AND SHALL CONSIST OF, AS A MINIMUM, MOISTURE CONTENT AND COMPACTION TEST.
12. DESIGN MIXES SHALL BE SUBMITTED TO THE CITY FOR THEIR APPROVAL NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY ROADWAY CONSTRUCTION.
13. ASPHALT SPECIFICATIONS SHALL BE SUBMITTED BY THE DESIGN ENGINEER WITH FINAL PLANS TO THE CITY. FLORIDA STATE CERTIFIED BATCH PLANTS MUST THEN CERTIFY THAT THESE APPROVED SPECIFICATIONS HAVE BEEN MET.
14. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY TO INSURE THAT DESIGN MIXES MEET THE CITY STANDARD SPECIFICATIONS.
15. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE.
16. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30%.
17. THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") OF THE ADJACENT CONCRETE CURB.
18. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND CONSTRUCTED WITH 2500 PSI CONCRETE AT 28 DAYS.
19. CONCRETE CURBS SHALL BE SAW CUT TO A DEPTH EQUAL TO 1/4 OF CURB THICKNESS AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, STRUCTURES AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB.
20. AN "X" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE.
21. AN "↑" SHALL BE CUT INTO THE CURB TO MARK THE LOCATION OF ALL VALVES OTHER THAN WATER DISTRIBUTION VALVES.
22. A "V" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL SEWER SERVICES.
23. A "L" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL RECLAIMED WATER SERVICES.
24. A "A" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL WATER SERVICES.
25. THREE (3) CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED FOR EVERY THREE HUNDRED (300) FEET OF ROADWAY CONSTRUCTED. TEST RESULTS SHALL THEN BE PROVIDED TO THE CITY AS THEY BECOME AVAILABLE.
26. THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER CITY, COUNTY AND STATE REQUIREMENTS. CENTERLINE STRIPES SHALL BE PROVIDED ON EXTENSIONS OF CITY COLLECTOR OR ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS ONLY.
27. STOP BARS SHALL BE PLACED AT ALL SUBDIVISION ENTRANCES AND INTERSECTIONS CONTAINING CITY COLLECTOR AND ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS.
28. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
29. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY.
30. STANDARD TURNING RADII FOR INTERSECTIONS:

2–LANE ACCESS OR FEEDER	35'
LOCAL TO COLLECTOR	35'
LOCAL OR COLLECTOR TO ARTERIAL	40'
ARTERIAL TO ARTERIAL	50'

31. CITY INSPECTOR SHALL BE PRESENT DURING PAVING OF ALL PUBLIC AND PRIVATE ROADS. PAVING SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS, MONDAY THROUGH FRIDAY. PAVING DURING WEEKENDS IS NOT PERMITTED.
32. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
33. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF PUBLIC IMPROVEMENTS (WATER MAIN, SANITARY SEWER MAIN, RECLAIMED WATER MAIN, STORM WATER PIPES AND INLETS AND ALSO CONSTRUCTION OF ROADWAYS) SHALL BE CERTIFIED WITH THE FLORIDA STATE DEPARTMENT OF PROFESSIONAL REGULATIONS (DPR) FOR THE TYPE OF WORK THAT THEY PERFORM. A COPY OF THE VALID LICENSE IS REQUIRED AT PRE CONSTRUCTION MEETING.
34. UTILITY DEPTH:
    – HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE AND DROPS) SHALL BE BURIED A MINIMUM OF 30 INCHES IN DEPTH.
    – LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 6 INCHES IN DEPTH.
    – HIGH VOLTAGE UTILITIES INSTALLED PARALLEL TO PRESSURE MAINS SHALL MAINTAIN A MINIMUM FIVE FOOT SEPARATION.
35. GEOTECHNICAL TESTING REPORTS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO FINAL SIGN OFF. REPORTS SHALL CLEARLY LABEL PROJECT NAME AND PHASE.

ROADWAY COMPACTION AND DENSITY TESTING REQUIREMENTS

ITEM	TEST	FREQUENCY	STANDARD	TEST METHOD
ROADWAY SUBBASE (BOTTOM OF SUBBASE DOWN 1 FOOT)	IN–PLACE DENSITY	ONE (1) TEST/300 LF	95% MODIFIED PROCTOR (ASTM D–1557 OR AASHTO T–180)	ASTM D–2937 D–2922 D–1556
STABILIZED SUBBASE	IN–PLACE DENSITY	ONE (1) TEST/300 LF	95% MODIFIED PROCTOR (ASTM D–1557 OR AASHTO T–180)	ASTM D–2937 D–2922 D–1556
STABILIZED SUBBASE	FLORIDA BEARING VALUE (FBV)	ONE (1) TEST/300 LF	FBV = 75	
STABILIZED SUBBASE	LIMEROCK BEARING RATIO (LBR)	ONE (1) TEST/SOIL TYPE	LBR = 40	
LIMEROCK BASE	IN–PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR (ASTM D–1557 OR AASHTO T–180)	ASTM D–2937 D–2922 D–1556
LIMEROCK BASE	LIMEROCK BEARING RATIO (LBR)	PROVIDE CERTIFICATE FROM PLANT	LBR 100	FM 5–515
CRUSHED CONCRETE BASE	IN–PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR (ASTM D–1557 OR AASHTO T–180)	ASTM D–2937 D–1556
CRUSHED CONCRETE BASE	LIMEROCK BEARING RATIO (LBR)	(1) PER VISIBLE CHANGE IN MATERIAL BLEND	LBR 100	
ASPHALT	EXTRACTION AND GRADATION	(1) PER DAY PER MIX	PER MIX DESIGN	
ASPHALT	THICKNESS AND DENSITY	(1) PER 300 LF ROADWAY	PER MIX DESIGN AND JOB SPECS	D–2922 CORING OR NUCLEAR (DENSITY ONLY)
SOIL OPTIMUM MOISTURE/DENSITY	PROCTOR TEST	(1) PER SOIL OR BASE TYPE		ASTM D–1557 (MODIFIED) ASTM D–558 (STANDARD) AASHTO T–180 (MODIFIED) AASHTO T–99 (STANDARD)
CURB SUBBASE	IN–PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR (ASTM D–1557 OR AASHTO T–180)	
CURB SUBBASE (LBR)	LIMEROCK BEARING RATIO (LBR)	(1) TEST/SOIL CHANGE	LBR 40	

STANDARD CONSTRUCTION DETAIL — ROADWAY CONSTRUCTION NOTES — INDEX R–1A — MAY 2020

STANDARD CONSTRUCTION DETAIL — ROADWAY CONSTRUCTION NOTES — INDEX R–1B — MAY 2020

STANDARD CONSTRUCTION DETAIL — ROADWAY CONSTRUCTION NOTES — INDEX R–1C — MAY 2020

STANDARD CONSTRUCTION DETAIL — TECHNICAL SPECIFICATIONS FOR TESTING REQUIREMENTS — INDEX R–6A — MAY 2020

PIPED UTILITY INSTALLATION REQUIREMENTS

ITEM	TEST	FREQUENCY	STANDARD	TEST METHOD
PIPE TRENCH SUBBASE (IF SPECIFIED)	IN–PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR	ASTM D–2937 D–2922 D–1556
PIPED BACKFILL IN PAVED AREAS	IN–PLACE DENSITY	ONE (1) TEST/300 LF PER ONE (1) FOOT VERTICAL LIFT OF FILL	98% MODIFIED PROCTOR	ASTM D–2937 D–2922 D–1556
PIPED BACKFILL IN GREEN AREAS	IN–PLACE DENSITY	ONE (1) TEST/300 LF PER ONE (1) FOOT VERTICAL LIFT OF FILL	90% MODIFIED PROCTOR	ASTM D–2937 D–2922 D–1556
SOIL OPTIMUM MOISTURE/DENSITY	PROCTOR TEST	ONE (1) PER SOIL OR BASE TYPE		ASTM D–2937 (MODIFIED) ASTM D–558 (STANDARD) AASHTO T–180 (MODIFIED) AASHTO T–99 (STD.)

A. SCOPE OF WORK – THE WORK IN THIS SECTION CONSISTS OF FURNISHING AND COMPLETELY INSTALLING SEED AND MULCH OVER THE LIMITS CALLED FOR ON THE CONSTRUCTION DRAWINGS.

B. MATERIALS – GRASS SEED SHALL BE A MIXTURE OF:

PENSACOLA BAHIA (50% SCARIFIED SEED)	50%
HULLED BERMUDA	25%
BROWN TOP MILLET	25%

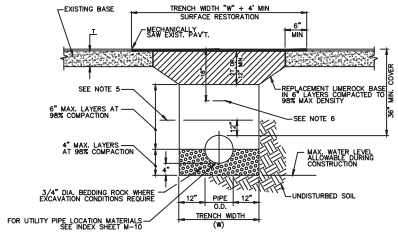
SEED SHALL BE PREMIXED BY A SEED COMPANY TO THE PERCENTAGES DESCRIBED ABOVE, WITH CERTIFICATION FROM THE SUPPLIER PROVIDED TO THE CITY, PRIOR TO USE.

CONTRACTOR MAY REQUEST OPTION TO INSTALL HYDRO–SEEDING, SUBJECT TO THE APPROVAL OF THE CITY ENGINEER AND/OR CITY LANDSCAPE ARCHITECT.

C. MULCH – MULCH USED SHALL BE STRAW OR HAY CONSISTING OF OATS, RYE OR WHEAT STRAW OF PANGOLA, PEANUT, COASTAL BERMUDA OR BAHIA GRASS HAY. MULCH SHALL BE FREE FROM UNDESIRABLE WEED AND OTHER UNDESIRABLE GRASS, APPROXIMATELY TWO INCHES (2"), LOOSE THICKNESS, OF MULCH MATERIAL SHALL BE APPLIED INFORMALLY OVER THE GRASSED AREAS (APPROXIMATELY 1 1/2 BALES PER 1000 SQUARE FEET). THE MULCH MATERIAL SHALL BE CUT INTO THE SOIL WITH A DISC HARROW OR OTHERWISE ANCHORED DOWN.

D. METHODS – GRASSING SHALL BE DONE IMMEDIATELY UPON COMPLETION OF THE FINE GRADING OPERATION. HOWEVER, NO SEEDING SHALL BE DONE WHEN THE GROUND IS FROZEN OR UNDULY WET. THE RATE OF SPREAD FOR THE SEED MATERIAL SHALL BE ONE HUNDRED AND THIRTY (130) POUNDS PER ACRE.

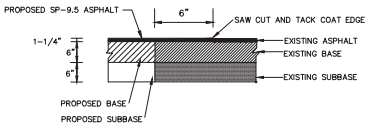
E. STORMWATER PONDS – SLOPES OF STORMWATER PONDS SHALL BE COVERED WITH SOD. NO SEEDING & MULCHING IS ALLOWED ON SLOPES.



PAVEMENT CUT AND PATCH DETAIL

NOTES:

1. WHERE SOIL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
2. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
3. NEW SURFACING MATERIALS SHALL BE CONSISTENT WITH EXISTING AND SHALL HAVE LAPPED & FEATHERED JOINTS (1 1/2" MIN. THK.)
4. COMPACTION PERCENTAGES SHOWN REFER TO A.A.S.H.T.O. T–180. PROVIDE COMPACTION TEST REPORTS TO CITY INSPECTOR.
5. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL.
6. INSTALL METALLIC TAPE OVER FULL LENGTH OF PIPE.
7. EIGHT INCHES (8") OF HIGH EARLY–STRENGTH CONCRETE MAY BE SUBSTITUTED FOR LIMEROCK UPON APPROVAL BY CITY ENGINEER.



STANDARD CONSTRUCTION DETAIL — TECHNICAL SPECIFICATIONS FOR TESTING REQUIREMENTS — INDEX R–6B — MAY 2020

STANDARD CONSTRUCTION DETAIL — SEEDING AND MULCHING — INDEX R–7 — MAY 2020

STANDARD CONSTRUCTION DETAIL — PAVEMENT CUT AND PATCH — NTS — INDEX R–8 — MAY 2020

STANDARD CONSTRUCTION DETAIL — PAVEMENT BUTT JOINT — NTS — INDEX R–9 — MAY 2020

REVISIONS

DATE	DESCRIPTION
11/01/22	REVISED PER SJR/WMD
	& FDEP COMMENTS

ROGER W. STRICKLA — NO. 52784 — STATE OF FLORIDA — PROFESSIONAL ENGINEER — NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED ENGINEER

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CITY STANDARD DETAILS
GENERAL NOTES

DOUG THOMAS WAY EXTENSION
CITY OF ORMOND BEACH
ORMOND BEACH, FLORIDA 32174

PROJECT No:	210509
DATE:	APRIL 23, 2023
DESIGN BY:	RWS
DRAWN BY:	KEH
CHECKED BY:	RWS
SCALE:	AS SHOWN

SHEET NUMBER:

C-3.2

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 7.O
Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Water Quality & the Environment - Other		
Department :	Public Works - Engineering		
Subject:	Intent to Bid - Arbor Drive Drainage Improvements		
Budget Impact:	Funding for this project in the amount of $125,200 is available from 107 Stormwater Fund.		
Summary:	The Arbor Drive drainage improvement CIP involves the upgrade improvements to an existing City stormdrain system in the David Point neighborhood (Arbor Drive/Grove Street area). Due to topography and age of the area the original stormwater system can no longer keep up with regular rainfall events. Project estimated at $125,200.		
Recommended Action:	The City intends to publicly advertise this project for competitive bidding, unless otherwise directed by the City Commission.		
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302		

Approval:

Kelly McGuire, Finance Director	5/9/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	5/15/2023	
Joyce Shanahan, City Manager	6/1/2023	Joyce Shanahan

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Alex Schumann, City Engineer

Date: June 6, 2023

Subject: Intent to Bid - Arbor Drive Drainage Improvements

Commission Goal: Water Quality & the Environment - Other

Introduction

This disposition item provides public notice of the City's intent to issue an invitation to bid for the Arbor Drive drainage improvement project, bid number 2023-30.

Background

Each year, the Capital Improvement Plan (CIP) allocates funds through the Stormwater Construction Project to address localized stormwater flooding, conveyance and water quality issues; for Fiscal Year (FY) 2022-2023, $250,000 was allocated to address smaller scale projects that are able to be designed (often in-house), bid, and constructed in the same FY. The Arbor Drive drainage improvement project is one such project that will be constructed under this CIP item to upgrade stormwater facilities in the David Point neighborhood (Arbor Drive/Grove Street area). Due to the topography and age of the original stormwater system, localized flooding has increased in frequency and duration in recent years, most notably after significant storm events including Hurricanes Ian and Nicole. Staff has received and verified numerous complaints over the years from adjacent property owners indicating their streets and driveways have standing water during the wet season; this was further verified during the update to the Stormwater Master Plan, which identified this as a priority stormwater project.

Discussion

The proposed Arbor Drive drainage improvement project consists of constructing approximately 750 feet of reinforced concrete pipe (RCP), replacement of 5 storm inlets, installation of 2 new inlets, and a new headwall structure at the Halifax River. It is expected that this project will alleviate the flooding conditions in this area.

Budget Impact

Funding for this project in the amount of $125,200 is available from 107 Stormwater Fund.

Citizen Impact

This project will greatly improve the existing stormwater system in the area. It should reduce the standing water in the right-of-way which will reduce the areas for mosquitoes to breed and transmit diseases. The impacts from construction will be minimized to the extent practicable.

Recommendation

The City intends to publicly advertise this project for competitive bidding, unless otherwise directed by the City Commission.

Attachments:

1. Arbor Drive Drainage Improvements Bid document final (1)
2. Arbors Final

Approvals:

Kelly A. McGuire

Date: May 09, 2023

Kelly McGuire, Finance Director

Date: May 15, 2023

Claire Whitley, Assistant City Manager

Joyce Shanahan

Date: June 01, 2023

Joyce Shanahan, City Manager

Arbor Drive Drainage Improvements

Bid No. 2023-29

City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS
22 South Beach Street
Ormond Beach, Florida 32174

Arbor Drive Drainage Improvements
Ormond Beach, Florida

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the Arbor Drive Drainage Improvements**, Bid No. 2023-29** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **July 11, 2023 at 2:00pm**, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of: Removing and replacing approximately 750 LF of Storm piping, Inlets and associated work**.** The work is shown on the Drawings and specified in the Project Manual. The project Drawings, Specifications and related Bidding documents are available on-line at **www.demandstar.com**, or by calling DemandStar at (206) 940-0305. If you have difficulty obtaining these documents, please contact the City's purchasing office at (386) 676-3223.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on June 28, 2023 at 10:00am, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **July 6, 2023** at 5:00pm.

END OF SECTION

SECTION 00100
INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

The City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

The ENGINEER for this project is:

The City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

00102. Copies of Bidding Documents

2.1 The City uses the services of DemandStar (www.demandstar.com) to advertise/distribute its bids and RFP's via the internet.

2.2 Complete sets of the Bidding Documents may be obtained from the issuing office designated in the Advertisement for Bids.

2.3 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.4 OWNER and ENGINEER in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3297
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

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

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

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of

the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. Minority Policies

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

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract

Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid unless it has been prefiled with the ENGINEER. In this latter case, the bid shall state that the information has been prefiled. Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to

reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss. If the OWNER after due investigation has reasonable objection to any proposed material or equipment item, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract may not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any material or equipment manufacturer so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER. This acceptance of a material or equipment manufacturer does not relieve the CONTRACTOR from the responsibility of submitting shop drawings in accordance with Section 01300 before incorporating said material and/or equipment into the Work.

00114. Material and Equipment Substitutions

Excluding items called for in the bidders Equipment and Subcontractors List in the Bid, Section 00300, whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equivalent" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Section 01630 - Substitutions and Product Options.

00115. Bid Form

15.1 Bids shall be submitted on standard forms which are furnished in this Project Manual.

15.2 Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

15.3 The estimate of the various quantities of work applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment will be made on the basis of the actual completed quantities of each item.

15.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

15.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

15.6 Bids by a Joint Venture must be executed by all individuals, Partners, or Corporations interested in the Joint Venture in the same manner that bids by these separate entities are required to be executed.

15.7 All names must be typed or printed below the signature.

15.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

15.9 The address to which communications regarding the Bid are to be directed must be shown.

15.10 Only one bid from any individual, firm, partnership or corporation under the same or different names, will be considered. Should it appear to the OWNER that any Bidder is interested in more than one bid, all bids in which such Bidder is interested will be rejected.

00116. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

City of Ormond Beach
Purchasing Coordinator
22 South Beach Street, Room 101
Ormond Beach, FL 32174

00117. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

00118. Opening of Bids

Bids will be opened publicly and read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

00119. Bids to Remain Open

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

00120. Award of Contract

20.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

20.2 In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.

20.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items or material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

20.4 Irregular bids may be rejected. Irregular bids are defined as those containing serious omissions, unauthorized alternative bids, incomplete bids or unbalanced bids. Failure to provide all of the information required to accompany the bid will be considered to be a serious omission.

20.5 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid.

20.6 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

20.7 If the contract is to be awarded it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the Project. The low bid will be based on the total cost of the Base Bid and, when applicable, any Additive or Deductive Alternates that are to be included in the Contract, as decided by the OWNER.

20.8 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within the number of days after the day of the Bid opening specified in the Advertisement for Bids to remain open.

00121. Performance and Other Bonds

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to OWNER it shall be accompanied by the required Contract Security.

00122. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five (5) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days thereafter CONTRACTOR shall sign all and deliver at least five (5) counterparts of the Agreement to OWNER with other Contract Documents attached. Within ten (10) days thereafter OWNER will deliver fully signed counterparts to CONTRACTOR.

00123. Special Requirements

23.1 Financing. Funds will be available for payment of estimate draws as they become due.

23.2 Prohibited Interests. No official of the OWNER who is authorized in such capacity, and on behalf of the OWNER to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

23.3 Performance of Work by CONTRACTOR:

Contract Assignment. The successful Bidder (or Bidders) will be required to perform the work as a prime contractor.

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the OWNER.

END OF INSTRUCTION TO BIDDERS

SECTION 00300
BID

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION: **Arbor Drive Drainage Improvements**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2023-29

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

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

5. BIDDER will complete the Work for the following price(s):

BID SCHEDULE

Item	Item Description	Item Quantity	Units	Unit Cost	Total Estimated Price
1	Furnish & Install 24" RCP Pipe	340	LF		
2	Furnish & Install 18" RCP Pipe	135	LF		
3	Furnish & Install 12" PVC Pipe	85	LF		
4	Type C Inlet	5	EA		
5	Headwall	1	EA		
6	Furnish and Install 24-Inch Inline Check Valve	1	EA		
7	Asphalt Cut and Patch	180	SY		
8	MOT	1	LS		
9	Curb and Gutter	175	LF		
10	Miscellaneous Driveway	50	SY		
11	Restoration	1	LS		

TOTAL BID $_____
(Figures)

_____
(Words)

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within **60** calendar days after the date when the Contract Time commences to run, and completed within **90** calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three Hundred Dollars ($300) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

   (a) Required Bid Security in the form of

   (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or

   (2) a Bid Bond in the amount of 5 percent of the total bid.

   (b) Equipment, Material, and Subcontractors List

   (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).

   (d) Drug Free Workplace Certificate

   (e) Conflict, Non-Conflict of Interest, Litigation Statement

   (f) Local Vendor Preference

   (g) Verification of Employment Status Using E-Verify System

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: _____
Street Address: _____
City, State, Zip Code: _____
Email: _____
Telephone No.: _____ Fax No.: _____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20 ___.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

_____ (SEAL)
(Individual's Name - Typed or Printed)

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Corporation

By _____
(Corporation Name)

_____
(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

_____
(Name of Person Authorized to Sign - Typed or Printed)

_____
(Title)

(Corporate Seal)

Attest _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

Item	Supplier

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

TRENCH SAFETY STANDARDS

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheeting/Shoring	_____	S.F.	_____	_____

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
   (1) A physical business and location address;
   (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
   (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
   (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
   (5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
c. Payment of business tax and real property tax due to the City of Ormond Beach is current
d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

To be approved as a local bidder and receive bid preference on an <u>eligible</u> local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes.*
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes,* the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

END OF BID

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____
(*hereinafter called Principal*) and

_____
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____
_____Dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **Arbor Drive Drainage Improvements (Bid No. 2023-29)** in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20_____.

_____
(Principal)

By: _____

ATTEST:

_____
(Surety)

_____ By: _____

(SEAL)

END OF SECTION
00410 - 1

SECTION 00500
FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

_____

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 2023.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Removing and replacing approximately 750 LF of Storm piping, Inlets and associated work.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Arbor Drive Drainage Improvements
2023-29

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, Ormond Beach, FL 32174, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **60** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within **90** calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three Hundred Dollars ($300) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time

specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the unit price TOTAL BID of $_____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety-Five percent (95%) of the Work completed.

Ninety-Five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (pages 1 to 5 , inclusive).

7.2 Exhibits to this Agreement (pages ___ to ___ , inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 35 , inclusive).

7.6 Supplementary Conditions (pages 1 to 7 , inclusive).

7.7 Specifications bearing the title:

Arbor Drive Drainage Improvements

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of __ sheets numbered 1 through ___ inclusive and bearing the following general title:

Arbor Drive Drainage Improvements

7.9 Addenda numbers ___ to ____ , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 15 , inclusive) marked exhibit ____ (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____ , inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR, and to ENGINEER as applicable. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2023

OWNER City of Ormond Beach

By _____

Bill Partington
Mayor

[CITY SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

CONTRACTOR _____

By _____

_____
(Title)

[SEAL]

Attest _____

_____
(Title)

Address for giving notices:

_____

_____

_____

License No. _____

Registered Agent for service process:

_____
(Name)

_____
(Title)

END OF AGREEMENT

SECTION 00610
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a(n) _____ , hereinafter called Principal, and
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated _____ day of _____, 20____, for the construction of:

Arbor Drive Drainage Improvements
Bid No. 2023-29

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

(SEAL)

_____
(Witness to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness to Surety

_____
Attorney-In-Fact

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

SECTION 00615
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a(n) _____ , hereinafter called Principal, and
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated _____ day of _____, 20____, for the construction of:

Arbor Drive Drainage Improvements
Bid No. 2023-29

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

(SEAL)

_____
(Witness to Principal)

_____
(Address)

_____
(Address)

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness to Surety

_____
(Address)

_____
Attorney-In-Fact

_____
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

_____

Attorney for Owner

This the _____ day of _____, 2023.

END OF SECTION

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda -Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid -The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.

1.26. OWNER - The City of Ormond Beach, Florida.

1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.

1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.

1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

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

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or

2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable" , "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price of the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor’s Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfiled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfiled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;

15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;

15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;

15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;

15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severely liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

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

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

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

Waiver of Right to Jury Trial:

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

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

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

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

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

i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

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

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

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

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

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

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

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

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

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

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

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

(f) Professional Liability, Malpractice and/or Errors and Omissions (N/A for construction contracts)

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM

25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

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

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

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

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

E. Policies of Insurance

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

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

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

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

END OF SECTION

LIEN WAIVER

The undersigned does hereby certify that through _____, 2023, the undersigned has performed labor and/or furnished materials for the construction of the _____ located at _____ owned by _____, at a price of $_____, and in consideration of the payment to the undersigned of such sum, the receipt of which is hereby acknowledged, the undersigned does hereby release and waive all liens and claims to liens which the undersigned may have as a result of the performance of such labor and/or the furnishing of such materials, and that the undersigned has paid in full for all materials purchased by the undersigned in connection with such project and for all labor furnished by the undersigned in connection with such project. The undersigned further certifies that the last date on which the undersigned furnished such labor and/or materials was _____, 2023.

_____ CONTRACTOR

By _____ DATE: _____

TITLE:_____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ _____, the _____ of _____, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____day of _____, 2023.

_____
Notary Public in and for
said County and State

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: **Arbor Drive Drainage Improvements**
Bid Number 2023-29

Removing and replacing approximately 750 LF of Storm piping, Inlets and associated work

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, unit price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
   Copy of local business tax receipt (where your business is located)
   Copy of State License (if applicable)
   Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.
The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

[None]

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

Agency:	Contact phone number:
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Dept. Administration	(386) 676-3255
Ormond Beach Police Dept. Dispatch	(386) 676-3508
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693
Volusia County School Board - Transportation	(386) 258-4677
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin, and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

Clearing and grubbing (including disposal of material).
Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
Dewatering and disposal of surplus water.
Structural fill, backfill, and grading.
Replacement of unpaved roadways, grass and shrubbery plots.
Cleanup.
Foundation and borrow materials, except as hereinafter specified.
Testing and placing system in operation.
Any material and equipment required to be installed and utilized for tests.
Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
Maintaining or detouring of the traffic.
Appurtenant work as required for a complete and operable system.
Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
Relocation and/or replacement of irrigation systems disturbed by construction.
Relocation and/or replacement of mail boxes disturbed by construction.
Furnishing adequate sanitary facilities for workers.
Adjustment of valve boxes.
Supporting of existing utilities during construction

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week’s scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 BID ITEMS

Bid Item No. 1&2 **Furnish & Install Class III Reinforced Concrete Pipe (RCP)**

Measurement: Measurement under this item shall be furnishing and installing Class III Reinforced Concrete Pipe (RCP) as shown on the Drawings and listed in the Bid Form.

Payment: Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment necessary to furnishing and install various size class III reinforced concrete pipe (RCP).

Bid Item No.3 **Furnish & Install Polyvinyl Chloride (PVC) Pipe**

Measurement: Measurement under this item shall be furnishing and installing Polyvinyl Chloride (PVC) Pipe as shown on the Drawings and listed in the Bid Form.

Payment: Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment necessary to furnishing and install PVC Pipe.

Bid Item No. 4 **Furnish and Install FDOT Type "C" Inlet**

Measurement: Measurement under this item shall be for the construction of the number of new FDOT Type "C" inlet, complete with grate as shown on the Drawings and listed in the Bid Form.

Payment: Payment of the Contract unit price per each shall be full compensation for furnishing all plant, labor materials and equipment necessary to construct the FDOT Type "C" inlet. Measurement under this item will be for the number of new FDOT Type "C" inlets, complete with grates, satisfactorily installed as shown on the Drawings and listed in the Bid Form.

Bid Item No. 5 **Furnish and Install FDOT Headwall**

Measurement: Measurement under this item shall be for the construction of the number of new FDOT Headwall, complete with grate as shown on the Drawings and listed in the Bid Form.

Payment: Payment of the Contract unit price per each shall be full compensation for furnishing all plant, labor materials and equipment necessary to construct the FDOT Headwall. Measurement under this item will be for the number of new FDOT Headwall, complete with grates, satisfactorily installed as shown on the Drawings and listed in the Bid Form.

Bid Item No. 6 **Indemnification**

Measurement. The quantity for payment shall be for proper installation of each WAPRO WASTOP INLINE CHECK VALVE or RED VALVE TIDEFLEX CHECKMATE ULTRAFLEX INLINE CHECK VALVE.

Payment. Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material, and equipment. **This includes any pipe cleaning that may be required to install the device.**

Bid Item No. 7 **Asphalt Cut & Patch**

Measurement: The quantity to be paid for shall be the number of square yards of cutting and patching completed and accepted. In determining the quantity, the length to be used in the calculation shall be the actual length measured along the surface of the asphalt, and the width

shall be the width measured along the surface of the asphalt. The material used for asphalt, base course and sub-base shall be as shown on the plans and approved by the ENGINEER.

Payment: Payment for removing of existing asphalt, base course and sub-grade within the existing driveways and replacing with new asphalt, base course and sub-base, as shown on the Drawings and listed in the bid items, shall be made at the Contract unit price per square yard and shall be full compensation for all labor, material and equipment necessary to complete the work. Payment shall include full compensation for saw cutting, excavation, and removal, and grading, mixing, compaction, preparation of base course, sub-base and construction of asphalt.

Bid Item No. 8 **Temporary Traffic Control**

Measurement: Maintenance of traffic shall include furnishing all plant, labor, materials and equipment in good condition and of high quality necessary to provide the maintenance of traffic (MOT) required by the Florida Department of Transportation and the City of Ormond Beach and to provide all other maintenance of traffic required as shown in the Contract Documents, including electronic message signs, detour routes, notifications, etc. as required by the City of Ormond Beach Traffic Division.
Payment: Partial payments for this item will be made in accordance with the following schedule:

Percent of Original Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item
10	25
25	50
50	75
75.	100

Bid Item No. 9 **Concrete Curb and Gutter**

Measurement: Measurement of curb & gutter shall be in linear feet (LF) along gutter flowline for properly formed and consolidated concrete, the length of which is determinable by measuring wheel and/or measuring tape.

Payment: Payment for Miscellaneous curb & gutter shall be base upon linear feet (LF) of installed item and shall include: removal of existing curb, subgrade preparation, base course preparation and site restoration. Unit price for this item shall be independent of curb type, which shall be determined by the Owner's representative for each location curb & gutter is placed or otherwise replaced in kind. Curb & gutter shall be constructed in accordance with City standards.

Bid Item No. 10 **Miscellaneous Concrete Driveway**

Measurement: Constructed Driveway shall be measured in square yards (SY) of actual surface area of properly formed and consolidated concrete at a minimum thickness of six (6) inches, including construction and expansion joints and which area is determinable by measuring wheel and/or measuring tape. Driveway shall be rated at a minimum 4000 psi compressive strength in a maximum of 28 days after placement.

Payment: Payment for Miscellaneous Driveway shall be based upon the contract unit price of square yards (SY) measured of driveway surface placed and shall include: removal of existing driveway, subgrade preparation and site restoration. Sidewalk removal and placement shall be approved by the Owner's.

Bid Item No.11 **Restoration**

Payment: Payment shall be made at the applicable lump sum price must be full compensation for all plant, labor, materials and equipment necessary for restoration of the site to pre-construction conditions. Work shall include all sod and surface restoration within the project area including grading of disturbed areas within the right-of-way or within the area disturbed by construction, outside of the pavement; repair and replacement of residential sprinkler system piping and sprinkler heads disturbed by construction. Work shall also include removal and replacement of mail boxes, and yard lights disturbed by construction as well as removal and replacement of any wooden, metal, or plastic fencing disturbed by construction.

END OF SECTION

SECTION 01040
COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

Progress Schedules and Reports
Product Data
Shop Drawings
Manufacturer's Data
Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

> Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.
>
> Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.
>
> Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01340
SHOP DRAWINGS

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

B. Within twenty (20) calendar days after the effective date of the agreement, The Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which shop drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete shop drawings and providing material, equipment, etc., fully in accordance with the specifications. This procedure is required in order to expedite final review of shop drawings.

C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:

1. Submittal – Description and Number assigned.
2. Date to Engineer
3. Date returned to Contractor (from Engineer).
4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
5. Date of resubmittal and return (as applicable).
6. Date material release (for fabrication).
7. Projected date of fabrication.
8. Projected date of delivery to site.
9. Status of O&M manuals submitted.
10. Specification Section.
11. Drawings Sheet Number.

1.02 CONTRACTOR'S RESPONSIBILITY

A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01600.

B. Determine and Verify:

1. Field measurements

2. Field construction criteria

3. Catalog numbers and similar data

4. Conformance with Specifications

C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.

E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.

F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:

1. Date

2. Project title and number

3. Contractor's name and address

4. The number of each shop drawing, product data, and sample submitted

5. Notification of deviations from contract documents

6. Submittal log number conforming to specification section numbers.

G. The Contractor shall submit four (4) copies of descriptive or product data submittals to complete shop drawings for the Engineer plus the number of copies which the Contractor requires returned. The Engineer will retain four (4) sets.

H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.

I. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device or item shown.

B. The review of drawings and schedules will be general, and shall not be construed:

1. as permitting any departure from the Contract requirements;

2. as relieving the Contractor of responsibility of any errors, including details, dimensions and materials;

3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

C. If the drawings or schedules as submitted describe variations and show a departure from the contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in contract price or time for performance, the Engineer may return the reviewed drawings without noting an exception.

D. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review being so stamped and dated. Shop drawings stamped "NOT APPROVED/RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and resubmittal.

E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.

F. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, the Contractor shall give written notice thereof to the Engineer.

G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer's agreement with the Owner.

H. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make not further changes therein except upon written instructions from the Engineer.

I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:

1. Systems

2. Processes

3. As indicated in the specifications sections. All drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above. As used herein, the term "manufactured" applied to standard units usually mass produced; and "fabricate" means items specifically assembled or made out of selected materials to meet individual design requirements.

B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the work by striking or cross-hatching.

C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

D. Each shop drawing shall have a blank area located adjacent to the title block. The title block shall display the following:

1. Project title and number

2. Name of project building or structure

3. Number and title of the shop drawing

4. Date of shop drawing or revision

5. Name of Contractor and subcontractor submitting drawing

6. Supplier/manufacturer

7. Separate detailer when pertinent

8. Specification section

10. Drawing number

E. If drawings show variations from contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings have been reviewed.

F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least (1) year.

I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.

J. Final, approved shop drawings shall be provided in pdf format.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.01 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.02 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.03 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-along plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

Electrical Power Service
Water Service (potable for certain uses)
Sanitary
Storm Sewer or Open Drainage/Run-off Control
Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities "on-site" for use by workers. Transporting workers to the nearest "public" sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor's applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City Ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be procured from one of the City's franchised construction and demolition debris providers. For a list of the City's current Franchised Providers, please call Public Works at 386-676-3220.

It will be the Contractor's responsibility to make all necessary arrangements for refuse/waste collection and disposal. The cost of providing for such refuse/waste collection and disposal shall be included in the Contractor's applicable pay items of work and no separate payment shall be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

1.03 TEMPORARY CONTROLS

Noise Control:

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

Water Control:

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

Pollution Control:

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause. The Contractor shall provide for adequate refuse/waste collection and disposal as described in Part 1, paragraph 1.02 of this Section.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Erosion Control:

The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable.

Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the

ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.
After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

1.06 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for "Notification of Construction" and "Notification of Street Closure" requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01600
MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job

conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, CONTRACTOR shall provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:

1. the material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;

2. the material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or

3. the material proposed for substitution is in every way equal to that of the listed

supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer to determine that the material or equipment proposed is equivalent to that named.

B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.

C. The standard products of manufacturers other than those specified may be considered when it is demonstrated to the ENGINEER that they are equal in quality, composition, durability, usefulness and convenience for the purpose intended. Requests for substitutions will only be considered, provided the following minimum conditions are met:

1. The proposed coating system shall use an equal or greater number of separate coats to achieve the required dry film thickness.

2. The proposed coating system shall use coatings of the same generic type.

3. All requests for substitutions shall have the directions for application and descriptive literature which includes generic type, nonvolatile content by volume and information confirming that the substitution is equal to the specified coating system.

4. The CONTRACTOR shall provide Certified Laboratory Data Sheets showing the results of complete spectrographic and durability tests performed on the proposed substitute. Tests shall be performed by a laboratory which conforms to the provisions of the American Society for Testing and Materials (ASTM E329) and which is a member of the American Council of Independent Laboratories. Costs incurred in the testing program shall be borne by the CONTRACTOR.

5. The cost of all testing and analyzing of the proposed substitute materials that may be required by the ENGINEER, shall be paid by the CONTRACTOR. If the proposed substitution requires changes in the contract work, the CONTRACTOR shall bear all such costs involved and the costs of allied trades affected by the substitution.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is

incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.
Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR’s Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

(Not Applicable)

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.
The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum

2. Additions and deductions resulting from:
   Previous Change Orders
   Deductions for uncorrected work
   Deductions for liquidated damages
   Deductions for reinspection payments
   Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710
FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 01740
WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of completion and acceptance of the project. Specific warranties are noted in specific sections.

Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the work.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with the requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through a portion of its anticipated useful service life.

Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Engineer.

END OF SECTION

SECTION 02050
DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work includes, but is not limited to, demolition and removal of the top slabs for lift station valve vaults and wet wells, removal of concrete pavement, removal of pumps, piping, electrical controls, wiring and lighting within grassed and landscaped dedicated easements as shown on the drawings.

1.02 QUALITY ASSURANCE

A. Accomplish all demolition work so there is no injury to any persons and no damage to adjacent structures or property. All demolition methods shall be in full compliance with municipal, county, state, and federal ordinances. Demolition work shall comply with the requirements of the Occupational Safety and Health Administration (OSHA).

B. The Contractor shall comply with all municipal, county, state, and federal ordinances regarding the disposal of rubble, scrap metal, and refuse.

C. Demolition procedures shall provide for safe conduct of the work, protection of property which is to remain undisturbed, and coordination with other work in progress.

1.03 JOB CONDITIONS

A. General:

1. It shall be the responsibility of the Contractor to visit the site and inspect the nature and condition of the items to be removed and salvaged before submitting his bid.

B. Dust Control:

1. Control the amount of dust resulting from demolition to prevent the spread of dust to occupied portions of buildings and to avoid creation of a nuisance in the surrounding area. Do not use water when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

C. Protection of Existing Work:

1. Protect existing work. Work damaged by the Contractor shall be repaired to match existing work.

1.04 PERMITS AND NOTICES

A. Permits and Licenses: Contractor shall obtain all necessary permits and licenses for

performing the work and shall furnish a copy of same to the Engineer prior to commencing the work. The contractor shall comply with the requirements of the permits.

B. Notices: Contractor shall issue written notices of planned demolition to Owner, Engineer and businesses or local residents located in the vicinity of the project site. Notices shall be received at least 48 hours in advance of the planned demolition activity.

C. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, sewer, water, electrical or telephone to remove any equipment owned by them in structures to be demolished and to remove, disconnect, cap or plug their services to facilitate demolition.

1.05 TRAFFIC AND ACCESS

A. Conduct demolition and modification operation, and removal of piping and debris to ensure minimum interference with roads, streets and sidewalks both onsite and off site and to ensure minimum interference with occupied or used facilities.

B. Contractor shall at all times maintain safe and convenient access to the existing site.

C. Do not close or obstruct streets or walks without permission from the Owner and Engineer. Provide alternate traffic routes around closed or obstructed access ways.

1.06 UTILITIES

A. Existing utilities to remain in service and protected against damage during demolition operations. This may include the installation/construction of bypass piping where necessary.

B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the Owner and Engineer. Provide temporary services during interruption to existing utilities as required by the Owner.

C. The Contractor shall cooperate with the Owner to shut off utilities serving the existing facilities as required by demolition operations. If service must be cut off to existing customers, the Owner must have at least three (3) days notice to make necessary preparations.

D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under this jurisdiction of utility companies.

1.07 POLLUTION CONTROL

A. For pollution control, use water sprinkling, temporary enclosures and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions or work. Comply with the governing regulations.

B. Clean structures and improvements of all dust, dirt and debris caused by demolition operations as directed by the Engineer. Return areas to conditions existing prior to the start of work.

1.08 QUALITY CONTROL

A. Protect all existing materials and equipment to be salvaged or reused from damage.

B. Cap or plug all lines to be abandoned.

C. Leave all exposed ends of all pipe covered and safe.

PART 2 - PRODUCTS

NONE

PART 3 - EXECUTION

3.01 DISPOSAL

A. Equipment, piping, and materials which are designated to remain the property of the Owner shall be moved to a location designated by the Owner.

B. All removed materials not specifically designated to remain the property of the Owner shall become the property of the Contractor and shall be removed from the site and disposed of in a lawful manner.

C. Do not allow debris and rubbish to accumulate on the site. Remove debris and rubbish from the site.

3.02 CLEAN-UP

A. Clean-up in areas where other work is to be done following demolition shall be as specified in the applicable Sections.

B. Clean-up the job site in areas where no other work is to be done under this Contract following demolition. Remove all debris and rubbish, temporary facilities, and equipment. Level surface irregularities to eliminate depressions. Leave the work in a neat and presentable condition.

END OF SECTION

SECTION 02140
DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Scope: In general, the work specified in this section of the specifications shall consist of supplying labor, materials, and plant, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.

B. Examination of Site: The Contractor shall take all steps that he considers necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner nor the Engineer will be held responsible for any interpretations or conclusions drawn by the Contractor.

PART 2 - PRODUCT

2.01 METHOD AND EQUIPMENT

A. The Contractor may use any dewatering method he deems feasible so long as it results in working in the dry and in stable soil conditions. It is the intent of these specifications that an adequate dewatering system be installed to lower and control the groundwater in order to permit excavation, construction of the structures, construction of pipelines, and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water-bearing strata above and below the bottom of the foundations, the drains, the sewers and all other excavations. An adequate weight of fill material shall be in place prior to discontinuing operation of dewatering to prevent buoyancy of the structure.

PART 3 - EXECUTION

3.01 GENERAL

A. The Contractor shall be solely responsible for the arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometric water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry.

B. Disposal of Water: The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by him or any other Contractor. Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water.

C. Siltation and Erosion:

1. The Contractor shall take steps and make suitable provisions to minimize siltation and erosion which may result from, or as a result of, his operations during the course of construction of this project.

2. The methods and provisions utilized by the Contractor to minimize siltation and erosion shall be approved by the Engineer and shall be in conformance with current Florida Department of Environmental Protection and St. Johns River Water Management District practices and regulations.

D. Inadequate System: If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations or structures may occur. The supply of all labor, materials, and plant, and the performance of all work necessary to carry out additional work for reinstatement of the structures of foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Engineer, and at no additional expense to the Owner.

END OF SECTION

SECTION 02200
EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of earthwork is shown on the drawings.

B. Related Work Specified Elsewhere:

Section 02222 - Trenching, Backfilling and Compacting.

1.02 QUALITY ASSURANCE

A. Codes and Standards:

1. Perform earthwork in compliance with applicable requirements of governing authorities having jurisdiction.

B. Testing and Inspection Service:

1. The Owner will engage a testing and inspection service, to include testing soil materials proposed for use in the work and field facilities for quality control testing during earthwork operations.

2. Soil survey for satisfactory soil materials and samples of soil materials shall be furnished to the testing service by the Contractor.

3. All test reports must be signed by a licensed engineer.

1.03 JOB CONDITIONS

A. Existing Utilities:

1. Locate existing underground utilities in the areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations.

2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the Owner and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Engineer and then only after acceptable

temporary utility services have been provided.

4. Demolish and completely remove from the site underground utilities indicated to be removed. Coordinate with local utility companies for shut-off of services if lines are active.

B. Use of Explosives:

1. The use of explosives is not permitted.

C. Temporary Protection:

1. Barricade open excavations made as a part of earthwork operations and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

A. Backfill and Fill Materials:

1. Soil materials for use as backfill and fill shall be free of rock or gravel larger than 2-inches in any dimension, debris, waste, vegetable, and other deleterious matter.

2. Use excavated or borrows material that has been sampled, tested and certified as satisfactory soil material.

B. Subbase Material:

1. Properly graded mixture of natural and crushed gravel, crushed stone, crushed slag, natural or processed sand that will readily compact to the required density.

2. Use material complying with AASHTO M147, Grade A, unless otherwise indicated or acceptable to the Engineer.

PART 3 - EXECUTION

3.01 INSPECTION

A. Examine the areas and conditions under which earthwork is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 EXCAVATION

A. Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations.

1. Where it is necessary to cut roots projecting into an excavation or to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Excavation Classifications:

1. The following classifications of excavation will be made when unanticipated rock excavation is encountered in the work. Do not perform such work until material to be excavated has been cross-sectioned and classified by the Engineer. Such excavation will be paid for under the appropriate bid item in the Bid Proposal.

a. Earth excavation includes the removal and disposal of pavements and other obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and all other materials encountered that are not classified as rock excavation or unauthorized excavation.

b. Rock excavation consists of the removal and disposal of materials encountered that cannot be excavated with a 3/4 cubic yard capacity power shovel without drilling and blasting, or continuous use of a ripper or other special equipment, except such materials that are classified as earth excavation. Typical of materials classified as rock are boulders 1/2 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.

c. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of the material encountered will be classified as earth excavation.

C. Rock shall be removed to the following limits:

1. Two feet outside of concrete work for which forms are required, except footings. One foot outside the perimeters of footings.

2. In pipe trenches, a minimum of 4-inches below invert elevation of pipe and 2-feet wider than the inside diameter of pipe, but not less than 3-foot minimum trench width.

3. Neat outside dimensions of concrete work where no forms are required.

4. Under slabs on grade, 6-inches below bottoms of concrete slab.

D. Unauthorized excavation consists of removal of materials beyond indicated elevations without the specific direction of the Engineer. Replace unauthorized excavation by backfilling and compacting as specified for authorized excavations of the same classification, unless otherwise directed by the Engineer.

E. Additional Excavation:

1. When excavation has reached required subgrade elevations, notify the Engineer who will make an inspection of conditions.

2. If unsuitable materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer.

3. Removal of unsuitable material and its replacement as directed will be paid for under the appropriate bid item in the Bid Proposal.

F. Dewatering:

1. Prevent surface water and subsurface or groundwater from flowing into excavations, and flooding the project site and surrounding area.

2. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from the site.

3. Convey water removed from excavations and rainwater to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.

4. Contractor shall be required to obtain any demolition permits as may be required due to dewatering volume requirements set by local and state agencies.

G. Material Storage:

1. Stockpile excavated materials classified as satisfactory soil material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage.

2. Dispose of excess unsatisfactory soil material, trash and debris, as specified.

3.03 BACKFILL AND FILL

A. Ground Surface Preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped

surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.

2. When the existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.

B. Placement and Compaction:

1. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches loose depth for material compacted by hand-operated equipment.

2. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content of the soil material. Compact each layer to the required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

a. Backfill excavations as promptly as the work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

3.04 COMPACTION

A. General:

1. Control soil compaction during construction, providing the minimum percentage of density specified for each area classification.

2. Percentage of Maximum Density Requirement:

a. Lawn Areas: Compact each layer of backfill or fill material at 85% maximum density (optimum moisture).

b. Walkways: Compact top 6-inches of subgrade and each layer of backfill or fill material at 95% maximum density (optimum moisture).

B. Moisture Control:

1. Where the subgrade or layer of soil materials must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade, or layer of soil material, to prevent free water appearing on the surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing, until the moisture content is reduced to a satisfactory value.

3.05 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction:

1. Testing service must inspect and approve subgrades and fill layers before further construction work is performed thereon.

2. Secure representative samples of the fill material and determine the Standard Density and required moisture content to be maintained by the Moisture-Density Relation Test ASTM D-1557.

3. Make in-place soil density tests during compaction operations in accordance with ASTM D-1556.

4. If, in the opinion of the Engineer, based on reports of the testing service and inspection, the subgrade or fills which have been placed are below the specified density, additional compaction and testing will be required until satisfactory results are obtained.

a. The results of density tests of soil-in-place will be considered satisfactory if the average of any four consecutive density tests which may be selected are in each instance equal to or greater than the specified density, and if not more than one density test out of five has a value more than 2% below the required density.

3.06 MAINTENANCE

A. Reconditioning Compacted Areas:

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, re-shape, and compact to the required density prior to further construction.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Removal from Owner's Property:

1. Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of it off the Owner's property in a lawful manner.

END OF SECTION

SECTION 02222
TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of trenching, backfilling and compacting is shown on the drawings.

B. This section includes furnishing equipment, labor and materials, and performing all operations necessary and incidental to perform the required work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 CLEARING OF THE SITE

A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.02 EXCAVATION

A. General:

1. Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the ENGINEER. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the ENGINEER. Where it is necessary to cut roots projecting into an excavation or where it is necessary to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Rock:

1. Where encountered in the trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4-inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.

C. Unstable Subgrade:

1. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the drawings, the ENGINEER shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the ENGINEER in writing.

a. Suitable earth or sand, compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.

b. Gravel or crushed limerock, compacted in the trench and paid for under the appropriate item.

c. Existing materials, stabilized after removal and then replaced and compacted in the trench at no additional cost to the OWNER.

2. The ENGINEER shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The ENGINEER reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.

2. Pipe trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than 2-feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the CONTRACTOR's responsibility to provide, at no additional cost to the OWNER, such additional bedding or select backfill materials as the ENGINEER may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipe lines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.

3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the CONTRACTOR will not be allowed extra compensation for additional excavation involved.

4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel or other material satisfactory to the ENGINEER shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be

provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the OWNER.

E. Structural: (For inlets, manholes, and similar structures)

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the ENGINEER may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12-inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the CONTRACTOR.

2. After excavation for a structure is completed, the CONTRACTOR shall notify the ENGINEER to that effect. No concrete or reinforcing steel shall be placed until the ENGINEER has approved the depth of the excavation and the character of the foundation material.

F. Sheeting and Shoring:

1. The CONTRACTOR shall provide all trench and structural bracing, sheeting or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheeting shall be removed or cut off by the CONTRACTOR during backfilling operations as directed by the ENGINEER. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.03 DRAINAGE

A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the ENGINEER in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The CONTRACTOR will not be allowed to discharge water into the OWNER's storm drainage system without the written approval of the ENGINEER. Approval will be subject to the condition that the storm sewer be returned to its original condition.

B. The CONTRACTOR is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The CONTRACTOR shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.04 BACKFILL

A. Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, crushed limerock or other material approved by the ENGINEER shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipes in layers to a level at least 1-foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of 6-inches.

2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12-inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of 6-inches. Compaction shall be carried out to achieve a density of at least 98% of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to 1-foot over the pipe, as specified, provided the method is first approved by the ENGINEER and the density requirements are met.

3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300-feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement replacement may be placed immediately. It will be the responsibility of the CONTRACTOR to restore the surface to the original grade wherever settlement occurs.

B. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the excavation shall be cleared of all trash and debris. Material for backfilling shall consist of the excavation, borrow sand or other approved materials, and shall be free of trash, lumber or other debris. Backfill shall be placed in horizontal layers not in excess of 9-inches in thickness, and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

3.05 RESTORATION OF SURFACE IMPROVEMENTS

A. Roadways, including shoulders, alleys and driveways of shell, limerock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in

excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of sodding, seeding and mulching, or stabilizing with limerock as selected by the ENGINEER. The cost of doing this work shall be included in the cost of the various applicable items.

B. Materials for unpaved roadways, road shoulders, alleys, or drive-ways, shall be compacted to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The cost of this work and furnishing new materials shall be included in the cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.06 FINE GRADING

A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks and other undesirable materials shall be removed from the site.

3.07 DISPOSAL OF MATERIAL

A. Such portions of the excavated materials as needed and as suitable, shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the CONTRACTOR. The CONTRACTOR shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the OWNER.

3.08 TESTS

A. The CONTRACTOR shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the OWNER and at such locations as may be recommended by the ENGINEER. The CONTRACTOR shall pay for all tests where the densities, as determined by the specified tests, fall below the required minimums (failed tests).

END OF SECTION

SECTION 02500
PAVING

PART 1 - GENERAL

1.01 DESCRIPTION

This Section provides paving requirements (by reference) and base and curbing requirements for the roadway resurfacing project.

1.02 QUALITY ASSURANCE

CONTRACTOR shall be responsible for employing an independent testing laboratory to prepare required design mixes and to monitor his quality control procedures. CONTRACTOR shall be responsible for all asphalt plant testing.

CONTRACTOR shall provide a certificate that all materials and workmanship provided by him conform to Contract Requirements.

OWNER will retain an independent testing laboratory to field verify quality of materials used in paving work.

Where the "Standard Specifications" require that materials be from a source approved by the Department of Transportation, CONTRACTOR may provide proof of such source approval or he may employ an independent testing laboratory to perform necessary sampling and testing and to certify that all source meets requirements for Department approval.

1.03 REFERENCE STANDARDS

The "Standard Specifications" referred to in this Section are the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction. The most current edition shall be used unless a specific edition is referred to. Those paragraphs in the "Standard Specifications" referring to Measurement and Payment are not applicable to work under this contract.

References to AASHTO shall mean the American Association of State Highway and Transportation Officials.

1.04 SUBMITTALS

Submit Certificate of Compliance with specified requirements in duplicate for OWNER's and ENGINEER's file.
Design mixes, complete with back-up data, shall be submitted before paving begins in quadruplicate for use by OWNER, ENGINEER, Quality Control Laboratory and field inspector.

1.05 JOB CONDITIONS

Alignment and Elevations. Establish and maintain alignment and elevations as shown or specified.

Weather Limitations. Conform to weather limitations specified for each component of the paving system.

PART 2 - MATERIALS AND EQUIPMENT

2.01 STABILIZED SUBGRADE

Materials for use in constructing the stabilized subgrade shall conform to the requirements of Section 160 of the "Standard Specifications".

2.02 MATERIALS FOR CRUSHED CONCRETE BASE COURSE

The minimum percentage of carbonate of calcium and magnesium in the crushed concrete material shall be 60. The maximum percentage of water-sensitive clay mineral shall be 3. Determination shall be at the option of the ENGINEER.

Crushed concrete material shall not contain cherty or other extremely hard pieces, or lumps, balls, or pockets of sand or clay size material in sufficient quantity as to be deleterious to the proper bonding, finishing, or strength of the crushed concrete base.

2.03 MATERIALS FOR ASPHALTIC CONCRETE MIXTURES

Materials for use in asphaltic concrete mixtures shall conform to the requirements listed in "Standard Specifications", of Florida Department of Transportation.

The use of recycled asphaltic concrete may be allowed, given that the mix design submitted by the Contractor which is intended to be used on this project, conform to the technical provisions (based on Florida Department of Transportation, unless stated otherwise) for the type of mix specified in the drawings, bid or other sections of the specifications.

CONTRACTOR shall employ an independent testing laboratory to test materials and prepare a design mix for the type of mix to be used on the project and to monitor plant asphalt production for quality control, as specified by OWNER.

The asphaltic concrete manufacturing plant, used for the asphaltic concrete mixture, shall be a maximum of fifty (50) miles from the project site.

2.04 MATERIALS FOR PRIME AND TACK COATS FOR BASE COURSES

Materials used for prime and tack coats shall conform to the requirements of Section 300 of the "Standard Specifications", Latest Edition.

2.05 CONCRETE CURB AND CURB AND GUTTER

Concrete for use in concrete curb and curb and gutter shall be non structural concrete conforming to the requirements of Section 520 of the "Standard Specifications".

PART 3 - EXECUTION

3.01 INSPECTION

Examine areas where pavements are to be constructed. Ensure that clearing and grubbing has been satisfactorily completed. Verify that subgrade has been constructed to proper elevations and that fill in embankment has been properly compacted.

3.02 STABILIZED SUBGRADE

The stabilized subgrade shall be constructed in accordance with the requirements of Section 160 of the "Standard Specifications", Latest Edition, for a Type B Stabilized Subgrade.

At least 3-inches (loose measurement) of a suitable commercial or local stabilizing material, as described in the "Standard Specifications", Section 914, shall be mixed into the subgrade for stabilization in accordance with the "Standard Specifications", Sections 160-1, 3 and 8. The Limerock Bearing Ratio (LBR) shall be 40. Density tests will be paid for by the OWNER except that all retests required due to failure to meet specifications shall be paid for by the CONTRACTOR.

After the subgrade has been prepared, it shall be kept free from ruts, depressions and any damage resulting from the hauling or handling of tools and equipment.

3.03 CRUSHED CONCRETE BASE COURSE

Samples of base course material shall be supplied by the CONTRACTOR at his expense, and all materials shall be approved by the ENGINEER prior to use in the work. Additional samples of base course materials shall be furnished during construction as required by the ENGINEER.

The material shall be transported to the point where it is to be used, over material previously placed, and dumped on the end of the preceding spread. No hauling shall be done over the subgrade.

At least 97% (by weight) of the material shall pass a 3 ½-inch sieve and the material shall be graded uniformly down to dust. The fine materials shall consist entirely of dust or fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road. The base shall be bladed and shaped to conform to the typical sections shown on the Drawings. The base shall then be compacted by rolling with a combination of steel wheel and rubber tired rollers until an average density of 98%

of the maximum density obtainable under AASHTO Method T-180 is reached. The base shall have an average LBR of not less than 100. The LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.

3.04 ASPHALTIC CONCRETE PAVING

Asphaltic concrete mixtures for use in leveling and surface courses shall be prepared, placed, compacted and finished in compliance with "Standard Specifications", Latest Edition.

3.05 PRIME AND TACK COATS

Equipment for application, preparation of surfaces, weather limitations, methods and rates of application shall conform to the requirements of section 300-3 through 300-7 of the "Standard Specifications", Latest Edition.

3.07 CONCRETE CURB AND CURB AND GUTTER

Concrete curb and curb and gutter shall be constructed in compliance with the requirements of Section 520 of the "Standard Specifications", Latest Edition.

3.08 STREET RECONSTRUCTION

Where street reconstruction is indicated on the Drawings it shall require complete removal of street surface and base and replacement with materials to the limits shown on the Drawings. If existing base and surface contain strips of concrete or asphaltic base used in prior street repairs these materials shall be completely removed and disposed of by the CONTRACTOR. Where curb and gutter removal is called for on the Drawings, complete removal and disposal shall be accomplished by the CONTRACTOR.

After removal of base material the subgrade shall be tested for bearing value as specified. If the subgrade does not have adequate bearing value it shall be stabilized in accordance with Section 160 of the "Standard Specifications" Latest Edition. Materials removed from existing base may be used in stabilizing subgrade with the approval of the ENGINEER. No separate payment will be made for stabilizing the subgrade.

END OF SECTION

SECTION 02605
PRECAST CONCRETE MANHOLES AND STRUCTURES

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials and equipment required and install precast concrete stormwater manholes, stormwater structures, frames and covers, access hatches, manhole rungs, ladders and appurtenances as shown on the Drawings and as specified herein.

1.02 RELATED WORK

A. Excavation and backfill is included in Section 02220 and 02222.

B. Drainage structures and piping are included in Section 02720.

1.03 SUBMITTALS

A. Submit to the ENGINEER, in accordance with Section 01300, shop drawings, product data, materials of construction, and details of installation. Submittals shall include at least the following:

1. Base sections, riser sections, eccentric and concentric conical top sections, flat slab tops, grade rings with notarized certificate indicating compliance with ASTM C478.

2. Pipe connection to manhole.

3. Manhole rungs, including method of installation and notarized certificate indicating compliance with pull-out resistance test specified herein.

4. Manhole frame and cover with notarized certificate indicating compliance with ASTM A48, Class 30.

5. Method of repair for minor damage to precast concrete sections.

6. Building brick with notarized certificate indicating compliance with ASTM C62.

B. Samples

C. Design Data

1. Precast concrete structures:

a. Six copies of sectional plan(s) and elevations showing dimensions and reinforcing-steel placement.

b. Six copies of structural calculations including assumptions.

c. Six copies of concrete design mix.

D. Test Reports

1. Precast concrete structures:

a. Six copies of concrete test cylinder reports from an approved testing laboratory certifying conformance with this Section.

E. Certificates

F. Manufacturers Installation (or Application) Instructions

G. Statement of Qualifications

H. Manufacturer's Field Report

I. Project Record Documents

J. Operation and Maintenance Data

K. Warranties

1.04 REFERENCE STANDARDS

A. American Society for Testing and Materials (ASTM)

1. ASTM A48 - Standard Specification for Gray Iron Castings.

2. ASTM A615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

3. ASTM C32 - Standard Specification for Sewer and Manhole Brick (Made from Clay or Shale).

4. ASTM C33 - Standard Specification for Concrete Aggregates.

5. ASTM C62 - Standard Specification for Building Brick (Solid Masonry Units Made from Clay or Shale)

6. ASTM C 150 - Standard Specification for Portland Cement

7. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes

8. ASTM C443 - Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets

9. ASTM C478 - Standard Specification for Precast Reinforced Concrete Manhole Sections

10. ASTM D4101 - Standard Specification for Propylene Plastic Injection and Extrusion Materials.

B. American Concrete Institute (ACI)

1. ACI 318 - Building Code Requirements for Reinforced Concrete

2. ACI 350R - Environmental Engineering Concrete Structures

C. American Association of State Highway and Transportation Officials (AASHTO)

1. Standard Specifications for Highway Bridges

D. Occupational Safety and Health Administration (OSHA)

E. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.05 QUALITY ASSURANCE

A. All material shall be new and unused.

B. Materials' quality, manufacturing process and finished sections are subject to inspection and approval by ENGINEER or other OWNER representative. Inspection may be made at place of manufacture, at work site following delivery, or both.

C. Materials will be examined for compliance with ASTM standards, this Section and approved manufacturer's drawings. Additional inspection criteria shall include: appearance, dimensions(s), blisters, cracks and soundness.

D. Materials shall be rejected for failure to meet any requirements specified herein. Rejection may occur at place of manufacture, at work site, or following installation. Mark for identification rejected materials and remove from work site immediately. Rejected materials shall be replaced at no cost to OWNER.

E. Repair minor damage to precast concrete sections by approved method, if repair is authorized by ENGINEER.

PART 2 PRODUCTS

2.01 GENERAL

A. Reference to a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.

B. Like items of materials/equipment shall be the end products of one manufacturer in order to provide standardization for appearance, operation, maintenance, spare parts and

manufacturer's service.

C. Provide lifting lugs or holes in each precast section for proper handling.

2.02 PRECAST CONCRETE MANHOLE SECTIONS

A. Precast concrete base sections, riser sections, transition top sections, flat slab tops and grade rings shall conform to ASTM C478 and shall be in accordance with FDOT standards.

1. Top section shall be eccentric cone where cover over pipe exceeds 4-ft. Top section shall be a flat slab where cover over top of pipe is 4-ft or less. Top section shall be a plastic lined flat slab where manhole riser sections are to be plastic lined.

2. Base, riser and transition top sections shall have tongue and groove joints.

3. Sections shall be cured by an approved method.

4. Precast concrete sections shall be shipped after concrete has attained 3000 psi compressive strength.

5. Design precast concrete base, riser, transition top, flat slab top and grade ring for a minimum H-20 loading plus earth load. Calculate earth load with a unit weight of 130 pcf.

6. Mark date of manufacture, name and trademark of manufacturer on the inside of each precast section.

7. Construct and install precast concrete base as shown on the Drawings and specified in FDOT standards.

8. Provide integrally cast knock-out panels in precast concrete manhole sections at locations, and with sizes shown on Drawings. Knock-out panels shall have no steel reinforcing.

2.03 PRECAST CONCRETE STRUCTURES

A. Refer to FDOT Standards for inside dimensions, headroom requirements and minimum thickness of concrete.

B. Manufacturer shall notify ENGINEER at least 5 working days prior to placing concrete during manufacturing process. ENGINEER may inspect reinforcing steel placement prior to placing concrete.

C. Structural design calculations and Drawings shall be prepared and stamped by a professional engineer registered in Florida.

D. Design Criteria
1. Precast concrete

a. Minimum compressive strength shall be 5,000 psi at 28 days.

b. Maximum water-to-cement ratio shall be 0.40 by weight.

c. Minimum cement content shall be 600 lbs of cement per cubic yard of concrete.

2. Manufactured products

a. Conform to ACI 318 and ACI 350R.

b. Analyze walls and slabs using accepted engineering principals.

c. When "fy" exceeds 40,000 psi, "z" (ACI 318) shall not exceed 95,000 psi. "fs" shall not exceed 50 percent of "fy".

d. Design products to support their own weight, weight of soil at 120 pcf, and a live load equal to AASHTO HS-20 applied to top slab.

e. Cast base slab and walls together to form a monolithic base section.

f. Design structure walls for a water pressure of 90 psf. Originate pressure diagram at finished ground surface. Include lateral pressure from vehicles in accordance with AASHTO.

g. Consider discontinuities in structure produced by openings and joints. Provide additional reinforcing around openings. Frame openings to carry full design loads to support walls.

h. Prevent flotation, with ground water level at finished ground surface, by dead weight of structure and soil load above structure. Do not consider skin friction, soil friction, or weight of equipment in structure.

i. Locate horizontal wall joints 18-in minimum from horizontal centerline of wall openings.

j. Design structure with a minimum number of joints. Maximum number of structure sections, including top slab, shall be four.

k. Provide lifting hooks for top slab.

1. Locate access openings, wall sleeves and pipe penetrations as shown on Drawings.

m. Wall sleeves shall be provided by the precast concrete manufacturer.

2.04 BRICK MASONRY

A. Bricks shall be sound, hard, uniformly burned, regular and uniform in shape and size. Underburned or salmon brick shall not be acceptable. Only whole brick shall be used.

1. Bricks for channels and shelves shall conform to ASTM C32, Grade SS except that the mean of five tests for absorption shall not exceed 8 percent and no individual brick exceed 11 percent.

2. Bricks for raising manhole frames to finished grade shall conform to ASTM C62.

B. Mortar shall be composed of 1 part portland cement, 2 parts sand, and hydrated lime not to exceed 10-lbs to each bag of cement. Portland cement shall be ASTM C150, Type II; hydrated lime shall conform to ASTM C207.

C. Sand shall be washed, cleaned, screened, well graded with all particles passing a No.4 sieve and conform to ASTM C33.

2.05 JOINTING PRECAST MANHOLE SECTIONS AND STRUCTURES

A. Seal tongue and groove joints of precast manhole and structure sections with either rubber O-ring gasket or preformed flexible joint sealant. O-ring gasket shall conform to ASTM C443. Preformed flexible joint sealant shall be Kent Seal No.2 by Hamilton-Kent; Ram-Nek by K. T. Snyder Company or equal.

B. Completed joint shall withstand 15 psi internal water pressure without leakage or displacement of gasket or sealant.

2.06 PIPE CONNECTIONS TO MANHOLE

A. Connect pipe to manhole in the following ways:

1. Grout in place - Precast manhole section shall have a formed, tapered circular opening larger than the pipe outside diameter. Grout shall be non-shrink and waterproof equal to Hallemite, Waterplug or Embeco. Plastic pipe shall have a waterstop gasket secured to pipe with a stainless steel clamp.

2. Flexible sleeve - Integrally cast sleeve in precast manhole section or install sleeve in a formed or cored opening. Fasten pipe in sleeve with stainless steel clamp(s). Coat stainless steel clamp(s) with bituminous material to protect from corrosion. Flexible sleeve shall be Lock Joint Flexible Manhole Sleeve; Kor-N-Seal connector; PSX Press-Seal Gasket or equal.

3. Compression gasket - Integrally cast compression gasket in precast manhole section. Insert pipe into compression gasket. Compression gasket shall be A-Lok or equal.

2.07 DAMPPROOFING

A. Dampproofing shall be Hydrocide 648 by Sonneborn Building Products; Dehydratine 4 by A. C. Horn Inc; RIW Marine Liquid by Toch Brothers or equal.

PART 3 EXECUTION

3.01 INSTALLATION

A. Manhole and Structure Installation.

1. Manhole and structure shall be constructed to the dimensions shown on the Drawings and as specified in FDOT standards. Protect all work against flooding and flotation. Construct cast-in-place bases in accordance with the requirements of Division 3 and the details shown on the Drawings.

2. Place manhole base on a bed of 12-in screened gravel as shown on the Drawings. Set manhole base grade so that a maximum grade adjustment of 8-in is required to bring the manhole frame and cover to final grade.

    a. Use precast concrete grade rings or brick and non-shrink mortar to adjust manhole frame and cover to final grade.

3. Set precast concrete barrel sections and structures plumb with a 1/4-in maximum out of plumb tolerance allowed. Seal joints of precast barrel sections with either a rubber O-ring set in a recess or preformed flexible joint sealant in sufficient quantity to fill 75 percent of the joint cavity. Fill the outside and inside joint with non-shrink mortar and finished flush with the adjoining surfaces. Caulk the inside of any leaking barrel section joint with lead wool or non-shrink grout to the satisfaction of the ENGINEER.

4. Allow joints to set for 14 hours before backfilling unless a shorter period is specifically approved by the ENGINEER.

5. Plug holes in the concrete barrel sections required for handling with a non-shrinking grout or non-shrinking grout in combination with concrete plugs. Finish flush on the inside.

6. Cut holes in precast sections to accommodate pipes prior to setting manhole sections in place to prevent jarring which may loosen the mortar joints.

7. Backfill carefully and evenly around manhole sections.

B. Manhole Pipe Connections

1. Construct manhole pipe connections, including pipe stubs, as specified above. Close or seal pipe stubs for future connections with a gasketed watertight plug.

C. Manhole Rung Installation

1. Aluminum Manhole Rungs

a. Grout aluminum manhole rungs into precast sections, on 12-in centers. Preform holes in riser and cone sections for rungs during casting. Holes for rungs shall be 1-1/8-inch in diameter and a minimum of 3-1/2-in deep.

b. Grout rungs into precast sections immediately after casting and placing in the curing area, or immediately after coring holes for manhole rungs into base section. Fill holes with grout consisting of Portland Type II cement and mortar sand in a 1 to 1/2 ratio mixed to a putty consistency.

c. Paint those parts of the rungs which are embedded with a heavy coating of zinc chromate or other approved paint.

2. Steel Reinforced Polypropylene Plastic Manhole Rungs

a. Preform holes for manhole rungs during casting of the riser and cone sections, using tapered form pins specifically made for preforming manhole rung holes.

b. Drive manhole rungs into preformed holes after concrete has developed a compressive strength of 3,000 psi.

c. Alternatively, cast manhole rungs into riser and cone sections when concrete is placed.

d. Drilling holes for manhole rungs may be used to accommodate field conditions when approved by the ENGINEER. Drill holes of diameter, spacing and depth required by manhole rung manufacturer.

3. Pull-out resistance test

a. All manhole rung installation methods shall withstand a pull-out resistance test of 1,500 pounds.

D. Brickwork

1. Mix mortar only in such quantity as may be required for immediate use. Use mortar before initial set has taken place. Mortar shall be used within 1-1/2 hours and shall be constantly worked with hoe or shovel until used. Anti-freeze mixtures shall not be included in the mortar. Install masonry when the outside temperature is above 40 degrees F unless provisions are made to protect the mortar, bricks and finished work from frost by heating and enclosing the work with tarpaulins or other suitable material. ENGINEER's decision regarding the adequacy of protection against freezing shall be final.

2. Construct channels and shelves of brick and concrete as shown on the Drawings and as specified in FDOT standards. Brick lined channels shall correspond in shape with the lower half of the pipe. Set shelf elevation at crown of highest pipe and slope 1-in/ft to drain toward the flow through channel. Construct brick surfaces exposed to

sewage flow with nominal 2-in by 8-in face exposed (i.e. bricks on edge).

E. Setting Manhole Frame and Cover

1. Set manhole covers and frames in a full mortar bed. Utilize bricks or precast concrete grade rings, a maximum of 8-in thick, to assure frame and cover are set to the finished grade. Set manhole frame and cover to final grade prior to placement of permanent paving.

F. Dampproofing

1. Paint outer surfaces of precast and cast-in-place manholes and structures with two coats of bituminous dampproofing at the rate of 30 to 60 sq ft per gallon, in accordance with manufacturer's instructions.

3.02 LEAKAGE TESTS

A. Test each manhole for leakage. ENGINEER shall observe each test. Perform exfiltration test as described below:

B. Assemble manhole in place; fill and point all lifting holes and exterior joints within 6-ft of the ground surface with an approved non-shrinking mortar. Test prior to placing the shelf and invert and before filling and pointing the horizontal joints below 6-ft of depth. Lower ground water table below bottom of the manhole for the duration of the test. Plug all pipes and other openings into the manhole and brace to prevent blow out.

C. Fill manhole with water to the top of the cone section. If the excavation has not been backfilled and no water is observed moving down the surface of the manhole, the manhole is satisfactorily water-tight. If the test, as described above is unsatisfactory as determined by the ENGINEER, or if the manhole excavation has been backfilled, continue the test. A period of time may be permitted to allow for absorption. Following this period, refill manhole to the top of the cone, if necessary and allow at least 8 hours to pass. At the end of the test period, refill the manhole to the top of the cone again, measuring the volume of water added. Extrapolate the refill amount to a 24-hour leakage rate. The leakage for each manhole shall not exceed one gallon per vertical foot for a 24-hour period. If the manhole fails this requirement, but the leakage does not exceed three gallons per vertical foot per day, repairs by approved methods may be made as directed by the ENGINEER. If leakage due to a defective section of joint exceeds three gallons per vertical foot per day, the manhole shall be rejected. Uncover the rejected manhole as necessary and to disassemble, reconstruct or replace it as directed by the ENGINEER. Retest the manhole and, if satisfactory, fill and paint the interior joints.

D. No adjustment in the leakage allowance will be made for unknown causes such as leaking plugs, absorptions, etc. It will be assumed that all loss of water during the test is a result of leaks through the joints or through the concrete.

E. An infiltration test may be substituted for an exfiltration test if the ground water table is above the highest joint in the manhole. If there is no leakage into the manhole as determined by the ENGINEER, the manhole will be considered water-tight. If the ENGINEER is not satisfied, testing shall be performed as described hereinbefore.

F. Leakage Tests for Structures

1. The ENGINEER will visually inspect structure(s) for possible leaks before backfilling of structures is allowed. Seal all joints to the satisfaction of the ENGINEER.

2. The ENGINEER may require an exfiltration test as described for manholes on any structure for which he/she deems the test appropriate.

3.03 CLEANING

A. Thoroughly clean all new manholes of all silt, debris and foreign matter of any kind, prior to final inspections.

END OF SECTION

SECTION 02611
REINFORCED CONCRETE PIPE FOR GRAVITY SERVICE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. This section covers materials and methods of installation of Reinforced Concrete Pipe for non-pressure or gravity service in Piped Utility Systems.

1.02 HANDLING AND STORAGE

A. Pipe, fittings, and accessories shall be loaded and unloaded by lifting with hoists or skidding in order to avoid shock or damage. Under no circumstances shall such material be dropped. Pipe handled on skidways shall not be rolled or skidded against pipe on the ground. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or internal lining of the pipes.

B. Materials, if stored, shall be kept safe from damage. The interior of all pipe, fittings, and other appurtenances shall be kept free from dirt or foreign matter at all times.

C. Gaskets for joints shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis.

D. Inspection:

1. Pipe and appurtenances shall be inspected at the point of delivery. Material found to be defective due to manufacture or damage in shipment shall be rejected. Tests as specified in the applicable material standard may be performed to ensure conformance with the standard.

PART 2 - PRODUCTS

2.01 ROUNDED PIPE

A. Pipe shall be cast vibrated, machine-made or flat bed concrete pipe that is designed, manufactured, cured, tested and marked in accordance with the requirements of ASTM Designation C-76. Pipe shall be equivalent to Class III, unless otherwise noted on plans, and Wall B or C of the proper strength for the depth of cover required. Pipe shall be manufactured in lengths no longer than 16-feet nor shorter than 8-feet, except that shorter lengths as required at closures or junctions of structures will be permitted. Pipe with elliptical reinforcing shall be adequately marked to prevent improper placement in the trench. Lift holes or eyes may be provided in each pipe for the purpose of handling.

B. Joints shall be of either a bell and spigot or double spigot and sleeve design using round rubber gaskets. The joint shall be so designed and fabricated that when the pipe is laid it shall be self-centering, and when the joint completed, the gasket will be enclosed on all four surfaces. The gasket shall not be required to support the weight of the pipe, but shall keep the joint tight under all normal conditions of service, including expansion, contraction and earth settlement.

C. Joints and gaskets shall conform to the requirements of ASTM C443.

2.02 ELLIPTICAL PIPE

A. Pipe shall be cast vibrated, machine made or flat bed elliptically shaped concrete pipe designed, manufactured, cured, tested and marked in accordance with ASTM C507.

B. Pipe shall be of the proper strength for the depth of cover involved and shall be manufactured in lengths not longer than 16-feet nor shorter than 8-feet, except that shorter lengths as required at closures or junctions with structures will be permitted.

C. Pipe designed for placement with the major axis horizontal shall be designated as "Vertical Elliptical" and shall be so marked.

D. Joints for elliptical pipe shall be cold adhesive, pre-formed plastic gaskets conforming to Standard Specifications for Road and Bridge Construction of Florida Department of Transportation, Section 942, paragraph 942-2.

2.03 EXTERNAL CONCRETE JOINT WRAP

All concrete pipe joints and pipe connections to structures shall be wrapped with an approved filter fabric joint wrap product. Joint material and installation shall be in accordance with Section 430 of the FDOT Standard Specifications, latest edition.

PART 3 - EXECUTION

3.01 UNDERGROUND STRUCTURES AND CONFLICTS

A. Prior to excavation, investigation shall be made to the extent necessary to determine the location of existing underground structures and conflicts. Care shall be exercised to avoid damage to existing structures. When obstructions that are not shown on the drawings are encountered during the progress of work and interfere so that an alteration of the plans is required, the Engineer will alter the drawings or order a deviation in line and grade or arrange for removal, relocation, or reconstruction of the obstructions. When crossing existing pipelines or other structure, alignment and grade shall be adjusted as necessary, with the approval of the Engineer to provide clearance as required by federal, state or local regulations or as deemed necessary by the Engineer to prevent future damage or contamination of either structure.

3.02 ALIGNMENT AND GRADE

A. The pipelines shall be laid and maintained to the lines and grades established by the drawings and specifications, with manholes, service connections, fittings, and appurtenances at the required locations unless otherwise approved by the Engineer.

3.03 TRENCH CONSTRUCTION

A. The trench shall be excavated to the required alignment, depth, and width. Trench preparation shall proceed in advance of pipe installation for only as far as necessary to allow proper pipe installation. The width of the trench at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and allow the backfill to be placed as specified. Trenches shall be of such extra width, when required, to permit the placement of timber supports, sheeting, bracing and appurtenances.

B. Holes for the bells shall be provided at each joint but shall not be larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the trench bottom. Other than noted previously, the trench bottom shall be true and even in order to provide support for the full length of the pipe barrel, except that slight depression may be provided to allow withdrawal of pipe slings or other lifting tackle.

C. When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least 6-inches below and on each side of all pipe for pipe sizes 24-inches or smaller, and 9-inches for pipe sizes 30-inches and larger. When excavation is completed, a bed of sand, crushed stone, or earth that is free from stones, large clods, or frozen earth, shall be placed on the bottom of the trench to the previously mentioned depths, leveled, and tamped. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris or subterranean structures, such as masonry walls, piers, or foundations that may be encountered during excavation. This installation procedure shall be followed when gravel formation containing loose boulders greater than 8-inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all pipe and appurtenances and any part, projection, or point or rock, boulder, or stones of sufficient size and placement which, in the opinion of the Engineer could cause a fulcrum point.

D. Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.

E. When the subgrade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least 3-inches, or to the depth ordered by the Engineer and replaced under the directions of the Engineer with clean, stable backfill material. The bedding shall be consolidated and leveled in order that the pipe may be installed as specified.

F. When the bottom of the trench or the subgrade is found to consist of material that is unstable to such a degree that, in the judgment of the Engineer, it cannot be removed, a foundation for the pipe and/or appurtenance shall be constructed using piling, timber, concrete, or other materials at the direction of the Engineer.

G. Pipe cutting for the insertion of fittings, or closure pieces shall be done in neat, workmanlike manner without creating damage to the pipe or lining.

END OF SECTION

SECTION 02720
DRAINAGE STRUCTURES AND PIPING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of drainage structures and piping is shown on the drawings.

B. Related Work Specified Elsewhere:

Section 02200 - Earthwork.
Section 02222 - Trenching, Backfilling and Compacting.
Section 02611 - Reinforced Concrete Pipe for Gravity Service

1.02 SUBMITTALS

A. Submit shop drawings of precast manholes, inlets, grating, frames and lids, and pipe.

B. Submit cut sheets 24-hours in advance of pipe excavation for ENGINEER approval.

1.03 QUALITY ASSURANCE

A. All material shall be new and unused.

B. Materials' quality, manufacturing process and finished sections are subject to inspection and approval by ENGINEER or other OWNER representative. Inspection may be made at place of manufacture, at work site following delivery, or both.

C. Materials will be examined for compliance with ASTM standards, this Section and approved manufacturer's drawings. Additional inspection criteria shall include: appearance, dimensions(s), blisters, cracks and soundness.

D. Materials shall be rejected for failure to meet any requirements specified herein. Rejection may occur at place of manufacture, at work site, or following installation. Mark for identification rejected materials and remove from work site immediately. Rejected materials shall be replaced at no cost to OWNER.

E. Repair minor damage to precast concrete sections by approved method, if repair is authorized by ENGINEER.

PART 2 - PRODUCTS

2.01 GENERAL

A. Reference to a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.

B. Like items of materials/equipment shall be the end products of one manufacturer in order to provide standardization for appearance, operation, maintenance, spare parts and manufacturer's service.

C. Provide lifting lugs or holes in each precast section for proper handling.

2.02 PRECAST CONCRETE MANHOLE SECTIONS

A. Precast concrete base sections, riser sections, transition top sections, flat slab tops and grade rings shall conform to ASTM C478 and shall be in accordance with FDOT standards.

1. Top section shall be eccentric cone where cover over pipe exceeds 4-ft. Top section shall be a flat slab where cover over top of pipe is 4-ft or less. Top section shall be a plastic lined flat slab where manhole riser sections are to be plastic lined.

2. Base, riser and transition top sections shall have tongue and groove joints.

3. Sections shall be cured by an approved method.

4. Precast concrete sections shall be shipped after concrete has attained 3000 psi compressive strength.

5. Design precast concrete base, riser, transition top, flat slab top and grade ring for a minimum H-20 loading plus earth load. Calculate earth load with a unit weight of 130 pcf.

6. Mark date of manufacture, name and trademark of manufacturer on the inside of each precast section.

7. Construct and install precast concrete base as shown on the Drawings and specified in FDOT standards.

8. Provide integrally cast knock-out panels in precast concrete manhole sections at locations, and with sizes shown on Drawings. Knock-out panels shall have no steel reinforcing.

2.03 PRECAST CONCRETE STRUCTURES

A. Refer to FDOT Standards for inside dimensions, headroom requirements and minimum thickness of concrete.

B. Manufacturer shall notify ENGINEER at least 5 working days prior to placing concrete during manufacturing process. ENGINEER may inspect reinforcing steel placement prior to placing concrete.

C. Structural design calculations and Drawings shall be prepared and stamped by a professional engineer registered in Florida.

D. Design Criteria

1. Precast concrete

   a. Minimum compressive strength shall be 5,000 psi at 28 days.

   b. Maximum water-to-cement ratio shall be 0.40 by weight.

   c. Minimum cement content shall be 600 lbs of cement per cubic yard of concrete.

2. Manufactured products

   a. Conform to ACI 318 and ACI 350R.

   b. Analyze walls and slabs using accepted engineering principals.

   c. When "fy" exceeds 40,000 psi, "z" (ACI 318) shall not exceed 95,000 psi. "fs" shall not exceed 50 percent of "fy".

   d. Design products to support their own weight, weight of soil at 120 pcf, and a live load equal to AASHTO HS-20 applied to top slab.

   e. Cast base slab and walls together to form a monolithic base section.

   f. Design structure walls for a water pressure of 90 psf. Originate pressure diagram at finished ground surface. Include lateral pressure from vehicles in accordance with AASHTO.

   g. Consider discontinuities in structure produced by openings and joints. Provide additional reinforcing around openings. Frame openings to carry full design loads to support walls.

   h. Prevent flotation, with ground water level at finished ground surface, by dead weight of structure and soil load above structure. Do not consider skin friction, soil friction, or weight of equipment in structure.

   i. Locate horizontal wall joints 18-in minimum from horizontal centerline of wall openings.

   j. Design structure with a minimum number of joints. Maximum number of structure sections, including top slab, shall be four.

   k. Provide lifting hooks for top slab.

      1. Locate access openings, wall sleeves and pipe penetrations as shown on Drawings.

   m. Wall sleeves shall be provided by the precast concrete manufacturer.

2.04 BRICK MASONRY

A. Bricks shall be sound, hard, uniformly burned, regular and uniform in shape and size. Underburned or salmon brick shall not be acceptable. Only whole brick shall be used.

1. Bricks for channels and shelves shall conform to ASTM C32, Grade SS except that the mean of five tests for absorption shall not exceed 8 percent and no individual brick exceed 11 percent.

2. Bricks for raising manhole frames to finished grade shall conform to ASTM C62.

B. Mortar shall be composed of 1 part portland cement, 2 parts sand, and hydrated lime not to exceed 10-lbs to each bag of cement. Portland cement shall be ASTM C150, Type II; hydrated lime shall conform to ASTM C207.

C. Sand shall be washed, cleaned, screened, well graded with all particles passing a No.4 sieve and conform to ASTM C33.

2.05 JOINTING PRECAST MANHOLE SECTIONS AND STRUCTURES

A. Seal tongue and groove joints of precast manhole and structure sections with either rubber O-ring gasket or preformed flexible joint sealant. O-ring gasket shall conform to ASTM C443. Preformed flexible joint sealant shall be Kent Seal No.2 by Hamilton-Kent; Ram-Nek by K. T. Snyder Company or equal.

B. Completed joint shall withstand 15 psi internal water pressure without leakage or displacement of gasket or sealant.

2.06 MANHOLE FRAMES AND COVERS

A. Manhole frames and covers shall be in accordance with FDOT Standard Index No. 201 for the type of manhole or inlet required. Covers shall have 2” raised letter identification: “Storm Sewer” cast into top.

2.07 PIPE CONNECTIONS TO MANHOLE

A. Connect pipe to manhole in the following ways:

1. Grout in place - Precast manhole section shall have a formed, tapered circular opening larger than the pipe outside diameter. Grout shall be non-shrink and waterproof equal to Hallemite, Waterplug or Embeco. Plastic pipe shall have a waterstop gasket secured to pipe with a stainless steel clamp.

2. Flexible sleeve - Integrally cast sleeve in precast manhole section or install sleeve in a formed or cored opening. Fasten pipe in sleeve with stainless steel clamp(s). Coat stainless steel clamp(s) with bituminous material to protect from corrosion. Flexible sleeve shall be Lock Joint Flexible Manhole Sleeve; Kor-N-Seal connector; PSX Press-Seal Gasket or equal.

3. Compression gasket - Integrally cast compression gasket in precast manhole section. Insert pipe into compression gasket. Compression gasket shall be A-Lok or equal.

2.08 EXTERNAL CONCRETE JOINT WRAP

All concrete pipe joints and pipe connections to structures shall be wrapped with an approved filter fabric joint wrap product. Joint material and installation shall be in accordance with Section 430 of the FDOT Standard Specifications, latest edition.

2.09 DAMPPROOFING

A.. Dampproofing shall be Hydrocide 648 by Sonneborn Building Products; Dehydratine 4 by A. C. Horn Inc; RIW Marine Liquid by Toch Brothers or equal.

2.10 PIPING

A.. Reinforced Concrete Pipe (RCP)

1. RCP pipe shall comply with the requirements of ASTM Designation C-76, as specified in Section 02611, Reinforced Concrete Pipe for Gravity Service.

B. High Density Polyethylene Pipe (HDPE):

1. HDPE pipe shall be smooth interior walled corrugated polyethylene pipe conforming to AASHTO M 294 and minimum cell classification 335420C as specified in ASTM D 3350.

   Subject to compliance with requirements, HDPE manufacturers include, but are not limited to, the following:

   a. Advanced Drainage Systems (ADS), Inc.

   b. Hancor, Inc.

PART 3 - EXECUTION

1.01 INSTALLATION

A. Manhole and Structure Installation.

1. Manhole and structure shall be constructed to the dimensions shown on the Drawings and as specified in FDOT standards. Protect all work against flooding and flotation. Construct cast-in-place bases in accordance with the requirements of Division 3 and the details shown on the Drawings.

2. Place manhole base on a bed of 12-in screened gravel as shown on the Drawings. Set manhole base grade so that a maximum grade adjustment of 8-in is required to bring the manhole frame and cover to final grade.

a. Use precast concrete grade rings or brick and non-shrink mortar to adjust manhole frame and cover to final grade.

3. Set precast concrete barrel sections and structures plumb with a 1/4-in maximum out of plumb tolerance allowed. Seal joints of precast barrel sections with either a rubber O-ring set in a recess or preformed flexible joint sealant in sufficient quantity to fill 75 percent of the joint cavity. Fill the outside and inside joint with non-shrink mortar and finished flush with the adjoining surfaces. Caulk the inside of any leaking barrel section joint with lead wool or non-shrink grout to the satisfaction of the ENGINEER.

4. Allow joints to set for 14 hours before backfilling unless a shorter period is specifically approved by the ENGINEER.

5. Plug holes in the concrete barrel sections required for handling with a non-shrinking grout or non-shrinking grout in combination with concrete plugs. Finish flush on the inside.

6. Cut holes in precast sections to accommodate pipes prior to setting manhole sections in place to prevent jarring which may loosen the mortar joints.

7. Backfill carefully and evenly around manhole sections.

B. Manhole Pipe Connections

1. Construct manhole pipe connections, including pipe stubs, as specified above. Close or seal pipe stubs for future connections with a gasketed watertight plug.

C. Brickwork

1. Mix mortar only in such quantity as may be required for immediate use. Use mortar before initial set has taken place. Mortar shall be used within 1-1/2 hours and shall be constantly worked with hoe or shovel until used. Anti-freeze mixtures shall not be included in the mortar. Install masonry when the outside temperature is above 40 degrees F unless provisions are made to protect the mortar, bricks and finished work from frost by heating and enclosing the work with tarpaulins or other suitable material. ENGINEER's decision regarding the adequacy of protection against freezing shall be final.

2. Construct channels and shelves of brick and concrete as shown on the Drawings and as specified in FDOT standards. Brick lined channels shall correspond in shape with the lower half of the pipe. Set shelf elevation at crown of highest pipe and slope 1-in/ft to drain toward the flow through channel. Construct brick surfaces exposed to sewage flow with nominal 2-in by 8-in face exposed (i.e. bricks on edge).

D. Setting Manhole Frame and Cover

1. Set manhole covers and frames in a full mortar bed. Utilize bricks or precast concrete grade rings, a maximum of 8-in thick, to assure frame and cover are set to the finished grade. Set manhole frame and cover to final grade prior to placement of permanent paving.

E. Dampproofing

1. Paint outer surfaces of precast and cast-in-place manholes and structures with two coats of bituminous dampproofing at the rate of 30 to 60 sq ft per gallon, in accordance with manufacturer's instructions.

1.02 LEAKAGE TESTS

A. Test each manhole for leakage. ENGINEER shall observe each test. Perform exfiltration test as described below:

B. Assemble manhole in place; fill and point all lifting holes and exterior joints within 6-ft of the ground surface with an approved non-shrinking mortar. Test prior to placing the shelf and invert and before filling and pointing the horizontal joints below 6-ft of depth. Lower ground water table below bottom of the manhole for the duration of the test. Plug all pipes and other openings into the manhole and brace to prevent blow out.

C. Fill manhole with water to the top of the cone section. If the excavation has not been backfilled and no water is observed moving down the surface of the manhole, the manhole is satisfactorily water-tight. If the test, as described above is unsatisfactory as determined by the ENGINEER, or if the manhole excavation has been backfilled, continue the test. A period of time may be permitted to allow for absorption. Following this period, refill manhole to the top of the cone, if necessary and allow at least 8 hours to pass. At the end of the test period, refill the manhole to the top of the cone again, measuring the volume of water added. Extrapolate the refill amount to a 24-hour leakage rate. The leakage for each manhole shall not exceed one gallon per vertical foot for a 24-hour period. If the manhole fails this requirement, but the leakage does not exceed three gallons per vertical foot per day, repairs by approved methods may be made as directed by the ENGINEER. If leakage due to a defective section of joint exceeds three gallons per vertical foot per day, the manhole shall be rejected. Uncover the rejected manhole as necessary and to disassemble, reconstruct or replace it as directed by the ENGINEER. Retest the manhole and, if satisfactory, fill and paint the interior joints.

D. No adjustment in the leakage allowance will be made for unknown causes such as leaking plugs, absorptions, etc. It will be assumed that all loss of water during the test is a result of leaks through the joints or through the concrete.

E. An infiltration test may be substituted for an exfiltration test if the ground water table is above the highest joint in the manhole. If there is no leakage into the manhole as

determined by the ENGINEER, the manhole will be considered water-tight. If the ENGINEER is not satisfied, testing shall be performed as described hereinbefore.

F. Leakage Tests for Structures

1. The ENGINEER will visually inspect structure(s) for possible leaks before backfilling of structures is allowed. Seal all joints to the satisfaction of the ENGINEER.

2. The ENGINEER may require an exfiltration test as described for manholes on any structure for which he/she deems the test appropriate.

1.03 CLEANING

A. Thoroughly clean all new manholes of all silt, debris and foreign matter of any kind, prior to final inspections.

END OF SECTION

SECTION 02801
RESTORATION OF SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.02 QUALITY ASSURANCE

Standards. Florida Grades and Standards for Nursery Plants, Part 1:

Irrigation Contractor Qualifications. Irrigation Competency Card is required for contractor or sub-contractor doing any irrigation repair, including relocation of heads, lines or valves, or any new irrigation work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 SOD

Sod used for restoration shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without irrigation, Argentina Bahia sod shall be used, unless otherwise directed by the Engineer/Landscape Architect.

Sod shall have well matted roots.

The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.

The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.02 PLANTS

Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Engineer/Landscape Architect before placing.

Existing plants may be removed, preserved, and replaced at the Contractors option, in which case, the plants shall be handled and maintained by approved nursery staff.

Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced.

Plants used shall be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.

Plants shall conform to the sizes indicated by the Owner.

2.03 MULCH

Mulch for all planter areas shall be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

2.04 WATER

The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic.

2.05 PLANTING MIXTURE

The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER

Fertilizer shall be granular 8-8-8, or equivalent.

Commercial fertilizers shall comply with the State fertilizer laws.

Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.07 ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications shall be Type S-9.5 as specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and shall be in accordance with the project specifications and plans.

2.08 PORTLAND CEMENT CONCRETE

Portland cement concrete used in the performance of this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 - EXECUTION

3.01 LANDSCAPING RESTORATION

All grass areas disturbed by construction shall be restored with the same type of sod as was existing prior to disturbance.

Lawn Areas. Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

Balled Plants. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

Option. Plants may be furnished as container grown instead of balled if all other requirements are met.

Preparation of Plant Pits. All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers shall have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.

Setting Plants. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palms shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

Water. Water to be used initially during plant installation shall be furnished by the Contractor. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

Sod Placement. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer.
Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.

In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.

Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

The sod shall be kept in a moist condition after planting and for the duration of the Contract.

Maintenance. Contractor shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.02 PAVEMENT REPLACEMENT

Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

Prior to replacing concrete or asphalt pavement replacement, a limerock base shall be laid. The base for concrete pavement shall be six (6) inches of compacted thickness, and that for asphalt pavement shall be twelve (12) inches of compacted thickness for City roadways. The base course for each shall be compacted in two equal layers to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The Owner will have tests made by an independent testing laboratory to verify compaction results.

Non-asphalt pavement replacement shall be replaced of like material and thickness. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer/Architect. Where asphalt or built-up asphalt pavement is replaced by concrete,

the concrete shall have a minimum of six (6) inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.

Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

3.03 CURB REMOVAL AND REPLACEMENT

Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer/Architect. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal.

3.04 TESTS

The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer/Architect. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

END OF SECTION

SECTION 02930
GRASSING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of grassing consists of supplying and planting grass seed and/or sod in the locations shown on the drawings and in those areas where construction activity has damaged or destroyed the ground cover.

B. The grassing work shall include, but not be limited to, supplying all labor, materials, and equipment necessary to perform seeding, sodding, fertilizing, liming when specified, mulching, watering, mowing, and clean-up.

1.02 QUALITY ASSURANCE

A. Seeds shall meet the requirements of the State Department of Agriculture and Consumer Services and all applicable State laws.

B. The Engineer/Architect reserves the right to test, reject or approve all materials before application.

1.03 DELIVERY, STORAGE, AND HANDLING

A. Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging, and location of packaging. Damaged packages will not be accepted.

B. Deliver fertilizer in water proof bags showing weight, chemical analysis, and name of manufacturer.

C. The Contractor shall, at the time of delivery, furnish the Engineer/Architect invoices of all materials received in order that the minimum application rate of materials may be determined. Failure to supply invoices at the time of delivery will warrant that payment for those items be delayed until proper submittal of invoices are obtained and the minimum application rates of material can be verified.

D. Mixtures of different types of seed called for in these specifications shall be mixed in the proper proportions at the site of the work in the presence of the Engineer/Architect or his representative.

PART 2 - PRODUCTS

2.01 SEED

A. Unless otherwise provided for on the drawings, the Contractor shall conform to the following seed schedule. The total pounds of seed per acre shall be the sum total shown for all the varieties of seed opposite the schedule number.

SEEDING SCHEDULE

Schedule Number	Common Name of Seed	Rate Lbs. Acre	Planting Dates
1.	Pensacola Bahia (scarified)	90	March 15-
	Bermuda Common (50% hulled)	25	October 15
2.	Pensacola Bahia (scarified)	100	October 16 -
	Bermuda Common (50% hulled)	35	March 14
	Annual Rye Grass	10	
	Rye Grain	30	

B. The Bermuda seed shall be an equal mixture of hulled and unhulled seed.

C. The Pensacola Bahia seed shall be scarified seed, having a minimum active germination of 40 percent and a total germination of 85 percent.

D. Quick-growing type grass seed shall be a species approved by the Engineer/Architect which will provide an early ground cover during the particular season when planting is done and will not later compete with permanent grass.

****

CHOOSE TYPE OF SOD AS APPROPRIATE.

A. FOR PROJECTS INVOLVING COUNTY OR DEPARTMENT OF TRANSPORTATION (DOT) ROAD RIGHTS-OF-WAY, SPECIFY EITHER PENSACOLA BAHIA OR ARGENTINE BAHIA. GENERALLY DOT SPECIFIES PENSACOLA; HOWEVER, ARGENTINE IS LESS SCRAGGLY AND IS MORE AESTHETICALLY PLEASING.

B. FOR PROJECTS INVOLVING SODDING ADJACENT TO EXISTING GRASS, SPECIFY THE SAME TYPE AS THE EXISTING GRASS.

****

2.02 SOD

A. Sod shall be [Centipede] [Pensacola Bahia] [Argentine Bahia] [Bermuda] [St. Augustine] with well matted roots.

B. The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

C. The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of 2-inches. The sod shall be live, fresh, and uninjured at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses.

D. Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.

E. The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.03 MULCH

A. Dry Mulch:

1. Dry mulch shall be straw or hay, consisting of oat, rye, or wheat straw, or of Pangola, Peanut, Coastal Bermuda or Bahia grass hay. Only undeteriorated mulch which can readily be cut into the soil shall be used.

B. Manufactured Mulch:

1. Manufactured mulches may consist of jute, cotton, or other fiber materials, plastic sheeting, netting, chemical adhesive soil stabilizers, or other approved coverings. Manufactured mulch shall only be used when specifically called for on the drawings and shall be as approved by the Engineer/ Architect.

****

CHOOSE ONE FERTILIZER AS APPROPRIATE. THE APPLICATION RATES THAT ARE INDICATED IN PARAGRAPH 3.02 ARE WRITTEN FOR DOT SPECIFICATIONS WHICH USE A FERTILIZER CHEMICAL DESIGNATION OF 12-8-8. ON APPLICATIONS NOT INVOLVING HIGHWAY RIGHTS-OF-WAY, SPECIFY 16-4-8, 20-5-10, OR THAT DESIGNATED IN A SOIL

ANALYSIS REPORT. ADJUST APPLICATION RATES AS INDICATED IN THE INSTRUCTIONS FOR PARAGRAPH 3.02 OR AS INDICATED ON THE SOIL ANALYSIS REPORT. ANALYSIS OF SOILS MAY BE OBTAINED BY SUBMITTAL OF SAMPLES TO VOLUSIA COUNTY AGRICULTURAL DEPARTMENT 258-7000
****

2.04 FERTILIZER

A. The fertilizer shall be a commercial granular type with a chemical designation of [12-8-8] [16-4-8] [20-5-10] [ ]

B. The numerical designations for fertilizer indicate the minimum percentages (respectively) of (1) total nitrogen, (2) available phosphoric acid, and (3) water-soluble potash, contained in the fertilizer.

1. At least 50 percent of the phosphoric acid shall be from a normal super phosphate or an equivalent source which will provide a minimum of two units of sulfur.

2. The amount of sulfur shall be indicated on the quantitative analysis card attached to each bag or container.

C. Commercial fertilizers shall comply with the State fertilizer laws.

D. Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.05 LIME

A. Lime shall be agricultural grade, ground limestone minimum 80 percent passing No. 8 sieve, calcium carbonate equivalent minimum 80 percent and shall conform to the requirements of the State Department of Agriculture and Consumer Affairs.

2.06 WATER

A. The water used in the grassing operations may be obtained from any approved spring, pond, lake, stream, or municipal water system.

B. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic.

C. Salt water shall not be used.

2.07 GRAVEL BED

A. In the locations shown on the drawings, provide a 3-inch deep bed of river-run gravel of rounded particles ranging in size from 1/2-inch to 2-inches. Gravel shall be as obtained from the vicinity of Montgomery, Alabama, or Chattahoochee, Florida, or equal.

B. Where gravel is not kept in place by walls or sidewalk, an edging strip shall be used. The edging strip shall be of 1" x 6" cypress, and extend 1/2-inch above the gravel surface.

PART 3 - EXECUTION

3.01 GENERAL

A. Grassing operations will not be permitted when wind velocities exceed 15 miles per hour. Grassing will be accomplished only when the soil is moist and in proper condition to induce growth. No grassing shall be done when the ground is frozen, unduly wet, or otherwise not in a tillable condition.

B. Before acceptance of the seeding performed for the establishment of permanent vegetation, the Contractor will be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and winter weather and be capable of reestablishment in the spring.

3.02 GRASSING BY SEEDING

A. Sequence of Operations:

1. The several operations involved in the work shall proceed in the following sequence: grading, fertilizing (and/or application of lime) and preparation of the ground, spreading of the mulch, seeding, cutting in mulch, and rolling.

B. Preparation of Area to be Seeded:

1. The ground over which the seed is to be sown shall be prepared by disk-harrowing and thoroughly pulverizing the soil to a depth of 4-inches. The prepared soil shall be loose and reasonably smooth. The area shall be reasonably free of large clods, roots, and other material which will interfere with the work or subsequent mowing and maintenance operations.

****

THE FOLLOWING APPLICATION RATES ARE APPLICABLE WITH A CHEMICAL DESIGNATION OF 12-8-8 FOR DOT AND COUNTY RIGHTS-OF-WAY. WHEN 16-4-8 CHEMICAL DESIGNATION IS USED, CHANGE THE APPLICATION RATE TO 275 LBS. PER ACRE. WHEN 20-5-10 CHEMICAL DESIGNATION IS USED, CHANGE THE APPLICATION RATE TO 220 LBS. PER ACRE. WHEN FERTILIZER IS APPROVED TO BE APPLIED IN LIQUID FORM, INCREASE THE FREQUENCY OF APPLICATION BY A FACTOR OF 2. APPLICATION OF LIME IS RECOMMENDED ONLY FOR EXTREMELY ACID SOILS.

****

C. Application of Fertilizer:

1. The fertilizer (and/or lime) shall be spread uniformly in one or more applications as specified below.

    a. An initial application of 500 lbs. per acre.

2. Unless otherwise directed, a second application of 500 lbs. per acre shall be applied within 90 calendar days after the initial application on projects which have not been accepted prior to this time.

3. Unless otherwise directed, a third application of 500 lbs. per acre shall be applied within 270 to 360 calendar days after the initial application on projects which have not been accepted prior to this time.

4. Lime shall be spread at a minimum uniform rate of 250 lbs. per acre and thoroughly mixed with the soil to a depth of 4-inches.

D. Dry Mulching:

1. Approximately 2-inches, loose thickness, of the dry mulch material shall be applied uniformly over the area to be seeded. After the area has been seeded, the mulch material shall be cut into the soil so as to produce a loose mulched thickness of 3- to 4-inches. Care shall be exercised that the materials are not cut too deeply into the soil.

E. While the soil is still loose and moist, the seed shall be scattered uniformly over the area to be grassed. The application rates of the various types of seed shall be as described in Paragraph 2.01.

F. Rolling:

1. Immediately after completion of the seeding, the entire grassed or mulched area shall be rolled with a cultipacker, traffic roller, or other suitable equipment. At least two trips over the entire area will be required.

G. Watering:

1. The seeded areas shall be watered so as to provide optimum growth conditions for the establishment of the grass. The period for maintaining such moisture conditions shall not be less than two weeks after planting.

3.03 GRASSING BY HYDRO-SEEDING

A. General:

1. This method of grassing generally consists of distributing materials over the area to be grassed by spraying a slurry composed of water, seed, fertilizer, and mulch (wood cellulose fiber mulch for hydro-seeding applications).

B. Ground Preparation:

1. The provisions for the preparation of the seeding areas and for the subsequent maintaining of the moisture condition shall be as specified in Paragraphs 3.02 B, C and G.

C. Equipment:

1. Equipment used in hydro-seeding shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry of the specified amount of fiber, fertilizer, seed, and water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles which will provide even distribution of the slurry on the various areas to be grassed. The slurry tank shall have a minimum capacity of 1,000 gallons.

D. Application:

1. Wood cellulose fiber mulch shall be applied at the rate of 1,500 lbs. per acre in a mixture of seed, fertilizer, and water. The seed, fertilizer, mulch, and water shall be combined into the slurry tank for distribution of all ingredients in one operation. The materials shall be combined in a manner recommended by the mulch manufacturer. The slurry mixture shall be so regulated that the amounts and rates of application shall result in a uniform application of all materials at rates not less than the amounts specified herein. Using the color of the mulch as a guide, the equipment operator shall spray the prepared seed-bed with a uniform visible coat. The slurry shall be applied in a sweeping motion, in an arched stream, so as to fall like rain, allowing the mulch fibers to build upon each other until an even coat is achieved.

3.04 SODDING

A. Ground Preparation:

1. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer as described in Paragraphs 3.02 B. and C.

B. Inclement Weather and Unsuitable Conditions:

1. Sodding shall not be performed when weather and soil conditions are, in the Engineer/Architect's opinion, unsuitable for proper results.

C. Sod Placement:

1. The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

2. Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.

3. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

4. On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.

5. Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

D. Watering:

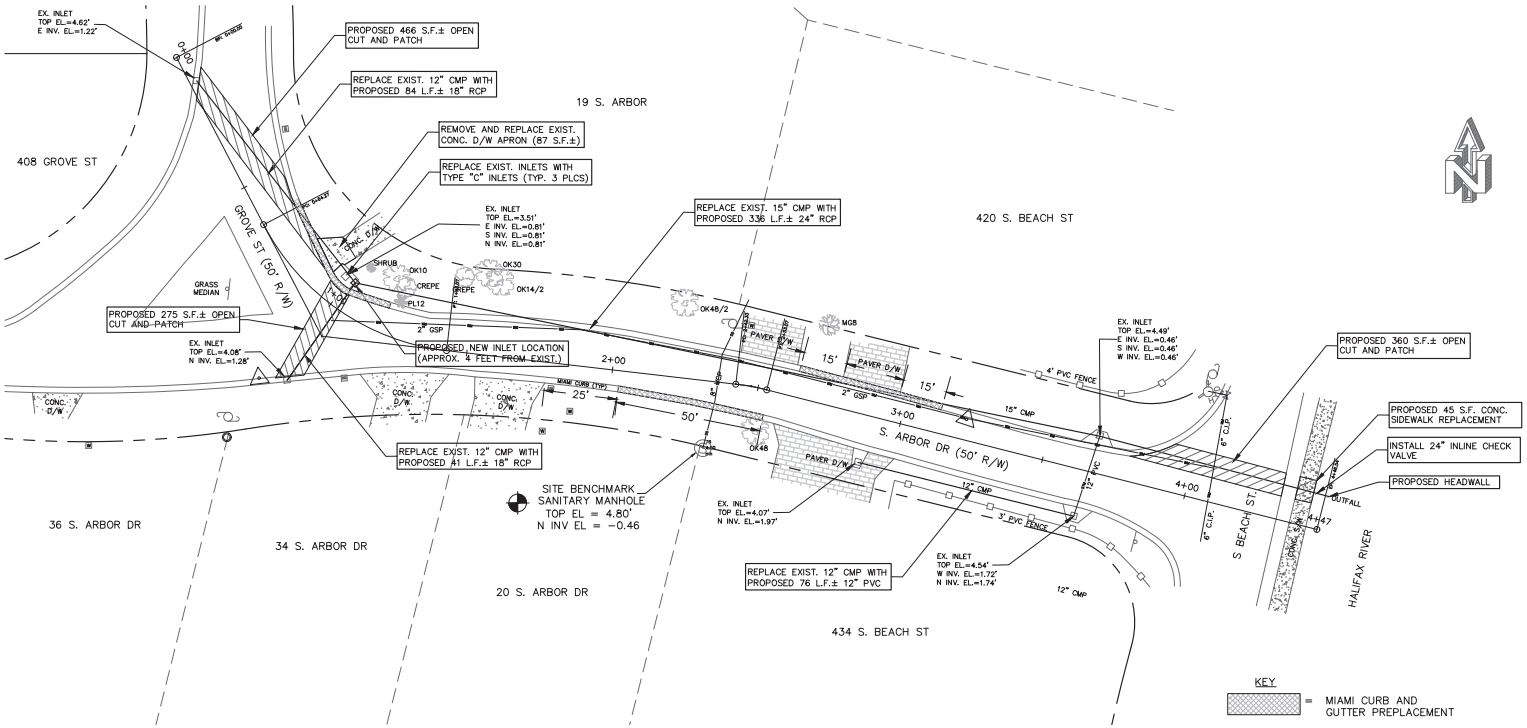
1. The sod shall be kept in a moist condition after planting and for the duration of the Contract. Water shall not be applied between the hours of 8:00 A.M. and 4:00 P.M.

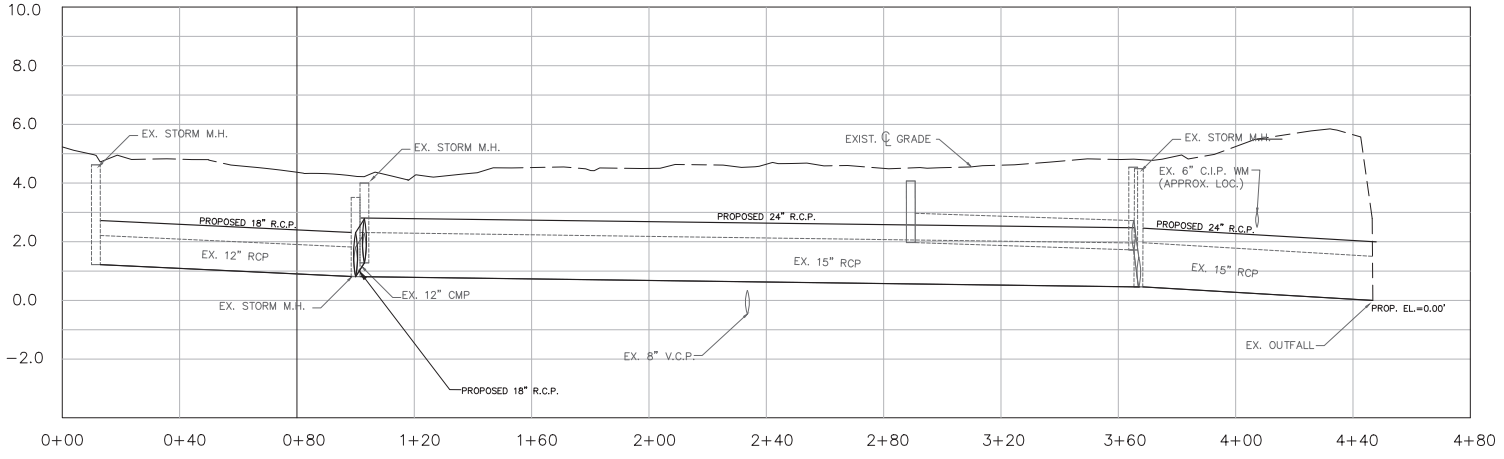
3.05 MAINTENANCE

A. The Contractor shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance. Such maintenance shall include watering, filling, leveling, and repairing of any washed or eroded areas and additional seed, fertilizer, and mulch or sod applied to areas where a satisfactory stand of grass has not been achieved.

B. Immediately prior to final inspection, the Contractor shall mow and remove clippings from the areas grassed under this Contract.

END OF SECTION





DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

WILLIAM E PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

SOUTH ARBOR DRIVE

STORMWATER PIPE REPLACEMENT

DATE: 04/13/2023	PROJECT NO.: 00–
SCALE: 1"=20'	FILE NAME:
DRAWN BY: CO	SHEET: 1 of 1

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 7.P
Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Water Quality & the Environment - Other		
Department :	Public Works - Utilities Management		
Subject:	Bid Rejection for 2022 WTP Improvements		
Budget Impact:	In order to promote more competitive contractor pricing, staff is rejecting the bids and redesigning the project into smaller tasks.		
Summary:	Staff intends to reject all bids received for the 2022 WTP Improvements Project due to the bids exceeding the projected budget. Staff will redesign the project to attract more competitive contractor pricing.		
Recommended Action:	Unless otherwise directed by the City Commission, staff intends to reject all bids received for the 2022 Water Treatment Plant Improvements Project, Bid No. 2022-15.		
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305		

Approval:

Kelly McGuire, Finance Director	5/11/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	5/15/2023	
Joyce Shanahan, City Manager	6/1/2023	Joyce Shanahan

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Bob Preis, Utilities Manager

Date: June 6, 2023

Subject: Bid Rejection for 2022 WTP Improvements

Commission Goal: Water Quality & the Environment - Other

Introduction

This is a disposition item to inform the City Commission of staff's intent to reject all bids received for the 2022 Water Treatment Plant Improvements Project, Bid Number 2022-15.

Background

On February 21, 2023, staff informed the City Commission of their intent to solicit bids for the 2022 Water Treatment Plant Improvement Project. On April 06, 2023, two bids were received and opened. The apparent low bid was from Ferreira Construction. See attached Bid Tabulation.

Discussion

The cost estimate of $3,000,000 was generated by the City's design consultant, McKim & Creed, during the project's design process. The lowest bid received of $3,643,710 was approximately $640,000 over the allocated funds. Additionally, several days after the bids were opened, the purchasing coordinator received an email from the low bidder, Ferreira Construction, requesting that their bid be withdrawn due to a calculation error.

McKim and Creed recommended rejecting all bids and rebidding the project using smaller components to reduce project complexity, attract more contractors, and reduce the overall costs.

Budget Impact

In order to promote more competitive contractor pricing, staff is rejecting the bids and redesigning the project into smaller tasks.

Citizen Impact

Rejecting the bids of the 2022 Water Treatment Plant Improvements project and redesigning the project to increase the number of prospective bidders would lead to better bid prices, thus making better use of City funds to support the needed improvements for the Water Treatment Plant.

Recommendation

Unless otherwise directed by the City Commission, staff intends to reject all bids received for the 2022 Water Treatment Plant Improvements Project, Bid No. 2022-15.

Attachments:

1. McKim & Creed - Reject Recommendation
2. BID 2022-15 Signed tabulation

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: May 11, 2023

Claire Whitley, Assistant City Manager — Date: May 15, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: June 01, 2023

McKIM&CREED

ENGINEERS

SURVEYORS

PLANNERS

April 19, 2023
M&C #01026.0136

Mike Stephenson, P.E.
Utilities Engineer
City of Ormond Beach
501 N. Orchard Street
Ormond Beach, FL 32174

RE: 2022 Water Treatment Plant Improvements
Bid No. 2022-15
City of Ormond Beach, FL

Dear Mr. Stephenson:

Following our meeting of April 14, 2023, and review of the bids for the 2022 Water Treatment Plant, we recommend the City of Ormond Beach reject all bids for the subject project.

Bids for the subject project were received April 6, 2023 with two bids received. The recommendation to reject all bids is made based on the bids being much higher than the estimated cost of the project and irregularities of the apparent low bidder submitting a different bid number manually versus the bid submitted electronically. It is also due to the apparent low bidder requesting to be relieved of their bid submission.

Please contact us if you have any questions.

Sincerely,

McKIM & CREED, INC.

Charles H. Hill, P.E., BCEE
Senior Project Manager

cc: M&C Files

139 Executive Circle
Suite 201
Daytona Beach, FL 32114

386.274.2828

Fax 386.274.1393

www.mckimcreed.com

BID OPENING TABULATION

Project: 2022 Water Treatment Plant Improvements

Bid Number: 2022-15

Date & Time: April 6, 2023 at 3:00 PM

Contractor	Addendum 1	Addendum 2	Addendum 3	Bid Bond	Contractor Base Bid	Contractor Additive Alternate Bid	Contractor Bid (Base & Alternate)
L7 Construction Inc, 275 Hunt Park Cove, Longwood FL 32750	x	x	x	y	$5,137,000.00	$807,000.00	$5,944,000.00
Ferreira Construction Co, 11459 Philips Hwy, Jacksonville, FL 32256	x	x	x	y	$3,643,710.00	$719,400.00	$4,363,110.00
	0	0	0	0	$0.00	$0.00	$0.00
	0	0	0	0	$0.00	$0.00	$0.00
	0	0	0	0	$0.00	$0.00	$0.00
0	0	0	0	0	$0.00	$0.00	$0.00
0	0	0	0	0	$0.00	$0.00	$0.00
0	0	0	0	0	$0.00	$0.00	$0.00

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Tabulated by: Robert Hart
Purchasing Coordinator

Opened by: Mike Stephenson
Utilities Engineer

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 8.A
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-9
Strategic Goal:	Transportation & Community Development - Other		
Department :	Planning & Building		
Subject:	Zoning Map Amendment, Tymber Creek Apartments (SECOND READING)		
Budget Impact:	There is no budget impact as the result of this zoning map amendment.		
Summary:	This is an application submitted by Nika K. Hosseini, Esquire, Cobb Cole, on behalf of the property owner, VCP Ormond Beach II, LLC, for a (1) zoning map amendment from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to PBD, Planned Business Development and (2) the issuance of a development order. This item is solely for the zoning map amendment to allow the framework for the development order.		
Recommended Action:	Planning Board recommended the City Commission deny the zoning map amendment for a 19.62± acre property from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to Planned Business Development with a 5-0. The project has a 6.4-acre parcel that lacks a city zoning designation. If this zoning map amendment is denied, staff will process an administrative zoning map amendment for the parcel to ensure it has a zoning designation.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	5/17/2023	
Claire Whitley, Assistant City Manager	5/17/2023	

Joyce Shanahan, City Manager	6/1/2023	

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CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: June 6, 2023

Subject: Zoning Map Amendment, Tymber Creek Apartments (SECOND READING)

Commission Goal: Transportation & Community Development - Other

Introduction

This is an application submitted by Nika K. Hosseini, Esquire, Cobb Cole, on behalf of the property owner, VCP Ormond Beach II, LLC, for a (1) zoning map amendment from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to PBD, Planned Business Development and (2) the issuance of a development order. The Tymber Creek Apartments Planned Business Development seeks to allow the construction of 270 multi-family residential units and associated site improvements on 19.62 acres. The subject property is located at 36 North Tymber Creek Road and 2011 West Granada Boulevard. This staff report, item A, is for the zoning map amendment and the next agenda item, item B, is for the issuance of the development order. This item has been continued since the January 24, 2023 City Commission meeting. The project team has resubmitted site plans that reduce the number of residential units from 300 to 270 and provided additional buffering to Indian Springs as part of the issuance of the development order item (next agenda item).

Background

The subject property consists of two parcels at 36 North Tymber Creek Road and 2011 West Granada Boulevard. The property at 36 North Tymber Creek Road is 6.40 acres and was annexed into Ormond Beach on May 26, 2020 with Ordinance 2020-17. On January 5, 2021, a Comprehensive Plan land use map amendment was approved with Ordinance 2020-56 to assign a city land use designation to 36 North Tymber Creek Road. The land use designation was amended from Volusia County “Environmental System Corridor” (ESC) to City of Ormond Beach “Open Space/Conservation” (OS/C) and Volusia County “Urban Low Intensity” (ULI) to Ormond Beach “Residential, Office, Retail” (ROR). No Ormond Beach zoning has been assigned to 36 North Tymber Creek Road and the assignment of zoning is the purpose of this application. The property at 2011 West Granada Boulevard has a land use classification of “General Commercial”

and a zoning designation of B-8, Commercial.

The subject property proposes site access through the approximately 9.93-acre property at 2041 West Granada Boulevard that is currently vacant. Walgreens is located at 2001 West Granada Boulevard and 30 North Tymber Creek Road (stormwater pond). There is a Volusia County stormwater pond located at 40 Tymber Creek Road. To the north of the subject property, there is the Moss Point subdivision. To the west of the subject property, is the Coquina Presbyterian Church and the Indian Springs subdivision.

The application seeks to allow 270 multi-family residential units as a Planned Business Development. The Planned Business Development is reviewed and acted upon as two (2) separate actions:

1. **Zoning map amendment from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to PBD, Planned Business Development. The zoning map amendment is the action sought for this agenda item.**
2. Issuance of a development order to construct 270 multi-family residential units and associated site improvements on 19.62 acres.

The two actions (2) will be discussed together at the public hearing and will require separate votes. The zoning map amendment is the application under consideration in this report. The zoning map amendment does not approve any specific development, but instead the **framework** for the issuance of the development order. The issuance of a development order contains site plans and project reports that detail the specific development. The items are intertwined and if there is a desire to approve or approve with conditions the issuance of the development order, then the zoning map amendment needs approval first. If there is a desire to deny the issuance of the development order, then the zoning map amendment should also be denied.

Discussion

The subject property has three (3) land use categories: (1) “Open Space/Conservation”, (2) “Residential, Office, Retail”, and (3) “General Commercial”. The maximum development entitlements of the land use categories would allow 471 residential units or 430,983 square feet of commercial uses. Based on land development regulations (building height, landscaping, and stormwater), these maximums would not be achievable. The Land Development Code establishes thresholds for density, height, and building length that require public hearing approval.

The subject property has three (3) existing zoning classifications: (1) Volusia County RC, Resource Corridor, (2) Volusia County A-2, Agriculture, and (3) Ormond Beach B-8. The Volusia County zoning classifications are maintained through annexation until an Ormond Beach zoning classification is assigned. Based on the assignment of Ormond Beach land uses, there are certain zoning districts that are compatible with the adopted land uses. If the zoning map amendment to Planned Business Development is denied, city staff would proceed with a zoning map amendment to provide city zoning

classifications.

Input has been received through the neighborhood meeting and correspondence received that includes the following concerns regarding the overall project:

1. Traffic

    A. Concern about U-turn movements on West Granada Boulevard.
    B. Traffic is awful/horrendous already.
    C. The right-hand turn into Indian Springs is treacherous.
    D. Negative impacts at the intersection of West Granada Boulevard and Tymber Creek Road.

2. Incompatible use

    A. Impact on the existing residents in the area of the planned development.
    B. Will make our community less safe.
    C. We are a single-family community!
    D. The project is not compatible with the neighboring subdivisions. Any increase will be detrimental to the quality of life for the surrounding area's residents.

3. Density

    A. Density should be maintained at 10 units per acre.
    B. If the Land Development Code allows 164 units now, then why would an increase be of any value to the residents of Ormond Beach?

4. Overdevelopment

    A. Horrible location planning for apartments.
    B. If we do not limit the population growth in Ormond Beach now, we will not be able to undo the consequences in the future.

5. Site Design

    A. Desire of a masonry wall along the Indian Springs property line.
    B. The project team should show the building locations and height.
    C. Configuration/location of the buildings – specifically building 8.

6. Quality of Life

    A. Only single-family residential has been approved west of I-95.
    B. Longtime residents of upscale communities deserve better consideration.
    C. The area is already overbuilt and this will do nothing to help the situation.
    D. Future management of complex.

<u>Planning Board</u>

The Planning Board reviewed the zoning map amendment at the December 5, 2022 meeting and recommended denial with a 5-0 vote. A summary of key points of individuals who spoke at the Planning Board include:

1. The Indian Springs Homeowners' Association representative requested the

deletion of buildings 8 and 9.
2. Expressed concern with the proposed increase in density over the zoning designation allowances.
3. No apartment complexes exist west of I-95 in Ormond Beach.
4. Expressed concerns that residential growth should not be approved until there are adequate medical facilities including hospital beds and emergency room capacity.
5. The existing resident's quality of life will be negatively impacted.
6. Expressed concern regarding the increase in traffic and proposed U-turn movements.

Planning Board members stated that they could not support the zoning map amendment that allowed additional density and increased traffic. A Planning Board member noted that developers have gone above and beyond in attempting to mitigate the issues with respect to the borders and visibility issues and zoning setbacks. The Planning Board minutes are attached to this item.

Budget Impact

There is no budget impact as the result of this zoning map amendment.

Citizen Impact

The City Commission packet includes input from the neighborhood meeting, correspondence received, and the Planning Board meeting. The citizen's concerns include traffic, incompatible use, density increase, overdevelopment, site design, and decreased quality of life. The Planning Board recommended against the requested zoning map amendment.

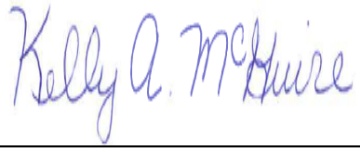
Recommendation

Planning Board recommended the City Commission deny the zoning map amendment for a 19.62± acre property from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to Planned Business Development with a 5-0. The project has a 6.4-acre parcel that lacks a city zoning designation. If this zoning map amendment is denied, staff will process an administrative zoning map amendment for the parcel to ensure it has a zoning designation.

Attachments:

1. 23-09 TCA, Zoning Map Amendment (Cont to 5.16) (P22-0206G)
2. Exhibit A, Survey
3. Exhibit B, TymberCreek_Apts_ZONING
4. 12.08.2022, Zoning Map Amendment - Tymber Creek Apartments, PB Staff Report
5. Correspondence received after Planning Board meeting
6. Planning Board Minutes, TCA - ZMA

Approvals:



Kelly McGuire, Finance Director — Date: May 17, 2023



Claire Whitley, Assistant City Manager — Date: May 17, 2023



Joyce Shanahan, City Manager — Date: June 01, 2023

ORDINANCE NO. 2023-09

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE TWO PARCELS OF REAL PROPERTY CONSISTING OF APPROXIMATELY 19.62 ACRES LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243) FROM VOLUSIA COUNTY RC, RESOURCE CORRIDOR, VOLUSIA COUNTY A-2, AGRICULTURE, AND ORMOND BEACH B-8, COMMERCIAL, TO PLANNED BUSINESS DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, VCP Ormond Beach II, LLC, a Florida limited liability company, is the owner of real property ("Property Owner") located at 36 North Tymber Creek Road (Volusia County parcel number 4125-00-00-0221) and 2011 West Granada Boulevard (Volusia County parcel number 4125-00-00-0243), as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), and

WHEREAS, the Property Owner has submitted an application to the city to re-zone the Property from Volusia County RC, Resource Corridor, Volusia County A-2,

Agriculture, and Ormond Beach B-8, Commercial, to Planned Business Development (PBD), and

WHEREAS, the Property to be re-zoned is more than ten contiguous acres, consisting of approximately 19.62 contiguous acres, and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(3), of the *Land Development Code*, and

WHEREAS, the City Commission held a public hearing regarding this matter as required by Section 166.041(3)(c)(2), *Florida Statutes*, and

WHEREAS, all applicable legal notice requirements have been complied with, and

WHEREAS, the City Commission finds the proposed rezoning to be consistent with the Future Land Use Element, and the Future Land Use Map, of the City's adopted *Comprehensive Plan*, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. Paragraph C, Official Zoning Map, of Section 2-01, Established, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida, is hereby amended by amending the Official Zoning Map, to change the zoning designation of the property described and depicted on Exhibit "A" from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial, to Planned Business Development (PBD), as shown and depicted in Exhibit "B".

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. This Ordinance shall be effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 16th day of May, 2023.

PASSED UPON at the second and final reading of the City Commission, this 6th day of June, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
Page 1 of 2

LEGAL DESCRIPTION:

DESCRIPTION OF SURVEYED PROPERTY: (BY SLIGER & ASSOCIATES, INC., JOB NO. 20–0211)

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 WITH THE WESTERLY RIGHT OF WAY LINE OF N. TYMBER CREEK ROAD AS NOW LAID OUT AND IN USE; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE S00°34'36"E, 251.98 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S89°41'08"W, 294.01 FEET; THENCE S01°55'12"E, 288.06 FEET; THENCE S89°24'30"W, 21.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 114.00 FEET AND CENTRAL ANGLE OF 56°32'40"; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 112.50 FEET; THENCE S89°24'30"W, 196.16 FEET; THENCE S73°06'38"W, 181.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2396.93 FEET AND CENTRAL ANGLE OF 11°08'38"; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.20 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE N00°43'37"W ALONG SAID WEST LINE, 930.26 FEET TO THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE N88°04'47"E ALONG SAID SOUTH LINE, 1251.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD AND THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2143.48 FEET, A CENTRAL ANGLE OF 01°49'56" AND A CHORD BEARING S05°22'45"W; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 68.55 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED AS PARCEL NUMBER: 103–POND 1, IN OFFICIAL RECORDS BOOK 6966, PAGE 0009, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHT (8) CALLS: S88°04'48"W, 402.56 FEET; THENCE N01°55'12"W, 35.00 FEET; THENCE S88°04'48"W, 20.00 FEET; THENCE S01°55'12"E, 35.00 FEET; THENCE S88°04'48"W, 155.00 FEET; THENCE S01°55'12"E, 225.00 FEET; THENCE N88°04'48"E, 512.51 FEET; THENCE N72°33'09"E, 53.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S00°34'36"E, 49.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 1854,635 SQ. FT. OR 19.62 ACRES, MORE OR LESS.

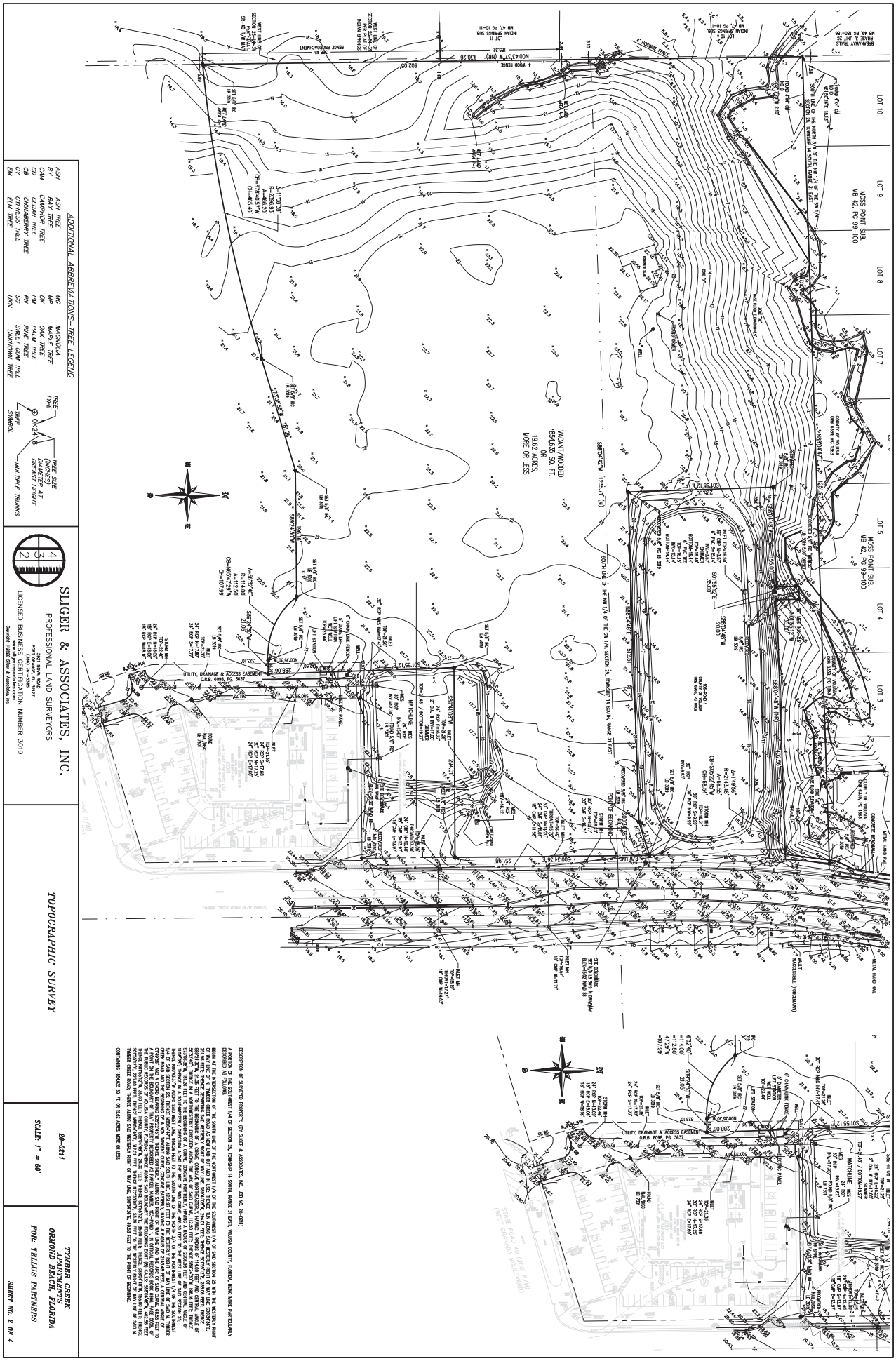
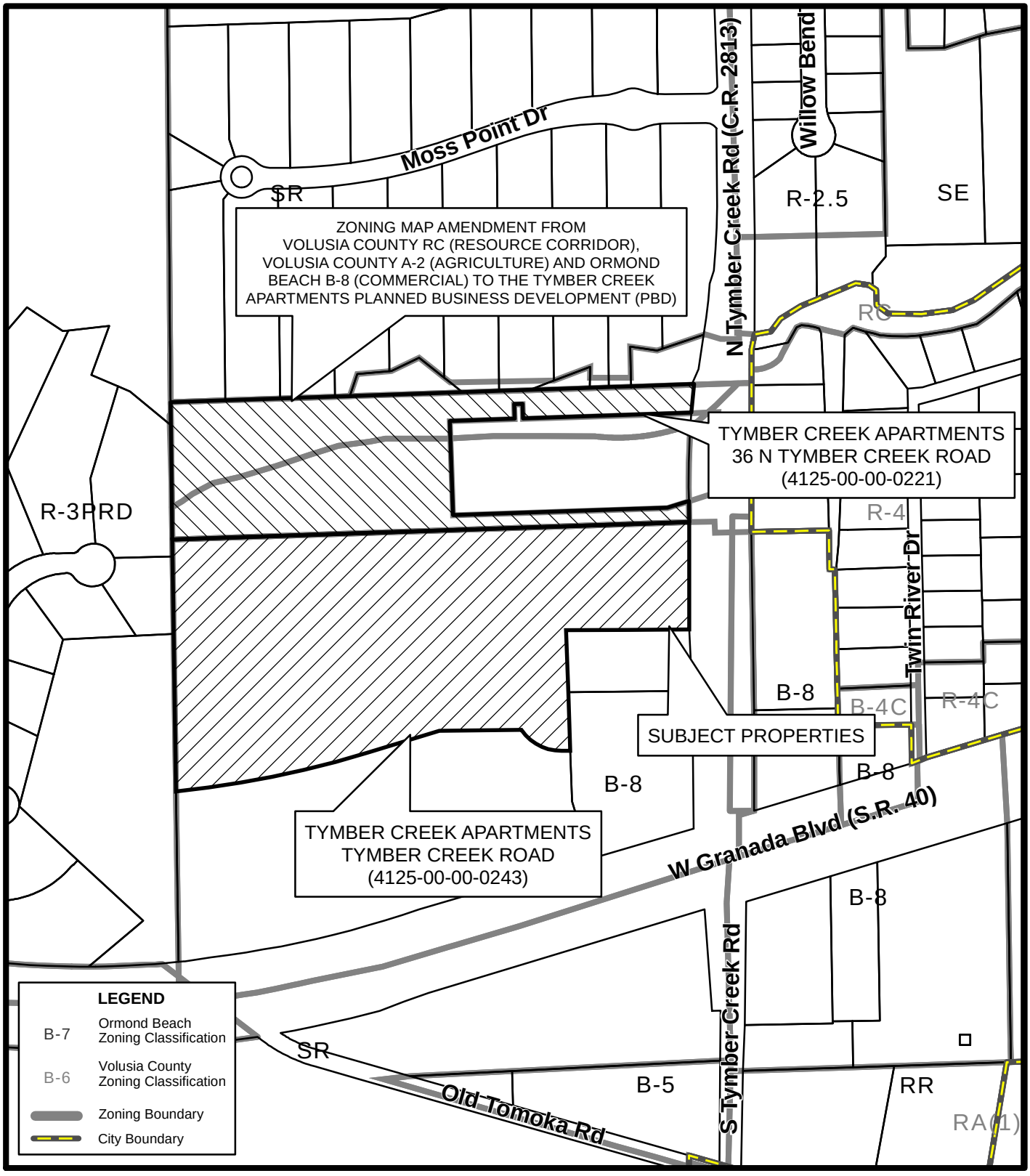

ADDITIONAL ABBREVIATIONS—TREE LEGEND
ASH TREE
BAY TREE
CAM CAMPHOR TREE
CD CEDAR TREE
CB CHINABERRY TREE
CY CYPRESS TREE
ELM ELM TREE
MG MAGNOLIA
MP MAPLE TREE
OAK OAK TREE
PM PALM TREE
PN PINE TREE
SG SWEET GUM TREE
UNKN UNKNOWN TREE
TREE SYMBOL
TREE TYPE
TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT
MULTIPLE TRUNKS
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019
TOPOGRAPHIC SURVEY
20-021
SCALE: 1" = 60'
TYNDER CREEK APARTMENTS
ORMOND BEACH, FLORIDA
FOR: TELLUS PARTNERS
SHEET NO. 2 OF 4
VACANT/WOODED
654,635 SQ. FT.
19.62 ACRES
MORE OR LESS
POINT OF BEGINNING
POINT OF COMMENCEMENT
SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST
MOSS POINT SUB. MB 42, PG 99-100
LOT 10
LOT 9
LOT 8
LOT 7
LOT 5
LOT 4
LOT 3
UTILITY, DRAINAGE & ACCESS EASEMENT O.R.B. 6098, PG. 3637
TIMBER CREEK ROAD (R/W VARIES)
STATE ROAD 40 (SR 40) (200' R/W) WEST GRANADA BOULEVARD
DESCRIPTION OF SURVEYED PROPERTY (BY SLIGER & ASSOCIATES, INC., JOB NO. 20-0211)
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 WITH THE WESTERLY RIGHT OF WAY LINE OF TIMBER CREEK ROAD (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 89°54'42" WEST, 1255.71 FEET TO THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 25; THENCE NORTH 00°05'18" WEST, 225.00 FEET; THENCE SOUTH 89°54'42" WEST, 20.00 FEET; THENCE NORTH 00°05'18" WEST, 35.00 FEET; THENCE SOUTH 89°54'42" WEST, 25.00 FEET; THENCE NORTH 00°05'18" WEST, 1325.37 FEET TO THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE NORTH 89°54'42" EAST, ALONG SAID SOUTH LINE, 1303.24 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE NORTH 00°43'57" WEST, ALONG SAID WEST LINE, 930.26 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE NORTH 89°54'42" EAST, ALONG SAID SOUTH LINE, 1303.24 FEET TO THE WESTERLY RIGHT OF WAY LINE OF TIMBER CREEK ROAD (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 602.05 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2824.08 FEET, A CENTRAL ANGLE OF 01°49'24", A CHORD BEARING SOUTH 20°14'24" W, AND A CHORD DISTANCE OF 89.85 FEET; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 89.85 FEET TO THE POINT OF BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1140.92 FEET, A CENTRAL ANGLE OF 16°52'37", A CHORD BEARING SOUTH 28°40'43" W, AND A CHORD DISTANCE OF 334.80 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 336.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 20°14'24" W, 21.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1140.92 FEET, A CENTRAL ANGLE OF 16°52'37", A CHORD BEARING SOUTH 28°40'43" E, AND A CHORD DISTANCE OF 334.80 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 336.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2824.08 FEET, A CENTRAL ANGLE OF 01°49'24", A CHORD BEARING SOUTH 20°14'24" E, AND A CHORD DISTANCE OF 89.85 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 89.85 FEET; THENCE SOUTH 89°54'42" WEST, 49.53 FEET TO THE POINT OF BEGINNING.
CONTAINING 19.62 ACRES, MORE OR LESS.

EXHIBIT "B"



ZONING MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

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STAFF REPORT

City of Ormond Beach
Department of Planning

DATE: December 8, 2022

SUBJECT: Tymber Creek Apartments: **Zoning Map Amendment to Planned Business Development**

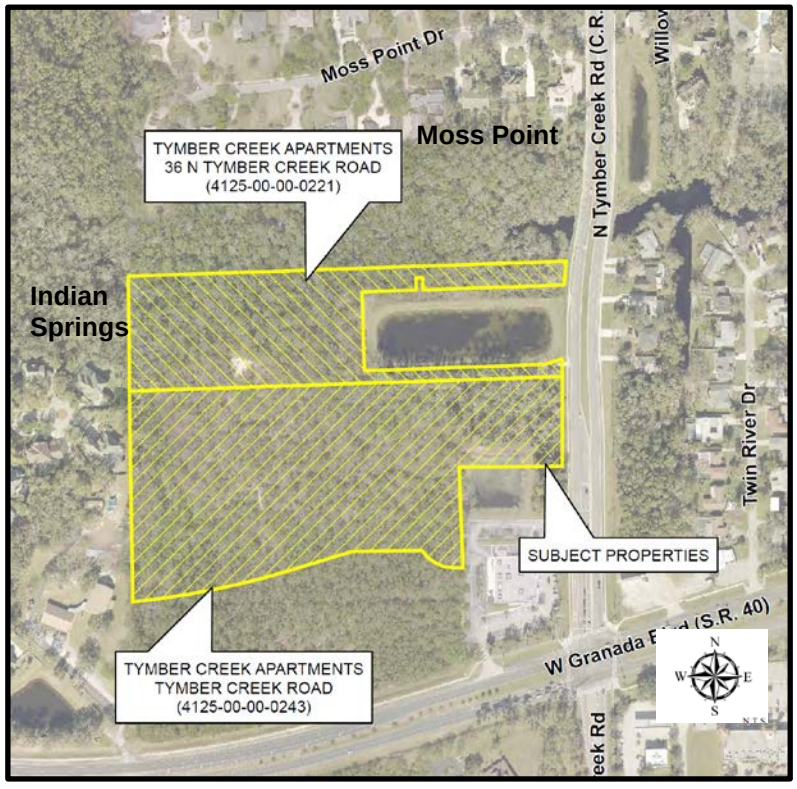
APPLICANT: VCP Ormond Beach II, LLC

NUMBER: PBD 2022-008(A)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is an application submitted by Nika K. Hosseini, Esquire, Cobb Cole, on behalf of the property owner, VCP Ormond Beach II, LLC, for a (1) zoning map amendment from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to PBD, Planned Business Development and (2) the issuance of a development order. The Tymber Creek Apartments Planned Business Development seeks to allow the construction of 300 multi-family residential units and associated site improvements on 19.62 acres. The subject property is located at 36 North Tymber Creek Road and 2011 West Granada Boulevard. This staff report, item A, is for the zoning map amendment and the next staff report, item B, is for the issuance of the development order. The subject property is shown below.

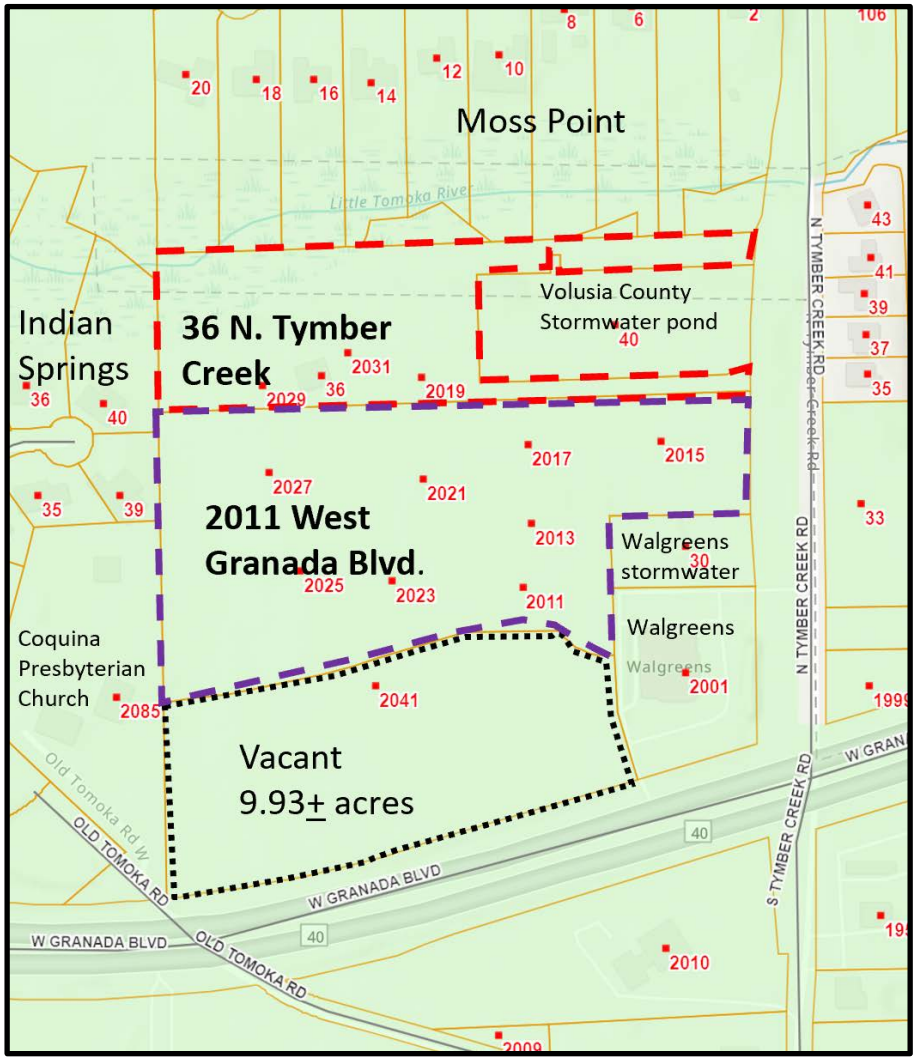
EXHIBIT 1: Project location, 36 North Tymber Creek Road and 2011 West Granada Boulevard



SECTION 2, BACKGROUND: The subject property consists of two parcels at 36 North Tymber Creek Road and 2011 West Granada Boulevard. The property at 36 North Tymber Creek Road is 6.40 acres and was annexed into Ormond Beach on May 26, 2020 with Ordinance 2020-17. On January 5, 2021, a Comprehensive Plan land use map amendment was approved with Ordinance 2020-56 to assign a city land use designation to 36 North Tymber Creek Road. The land use designation was amended from Volusia County "Environmental System Corridor" (ESC) to City of Ormond Beach "Open Space/Conservation" (OS/C) and Volusia County "Urban Low Intensity" (ULI) to Ormond Beach "Residential, Office, Retail" (ROR). No Ormond Beach zoning has been assigned to 36 North Tymber Creek Road and the assignment of zoning is the purpose of this application. The property at 2011 West Granada Boulevard has a land use classification of "General Commercial" and a zoning designation of B-8, Commercial.

Exhibit 2 shows the land area around the proposed Tymber Creek Apartments. The subject property proposes site access through the approximately 9.93-acre property at 2041 West Granada Boulevard that is currently vacant. Walgreens is located at 2001 West Granada Boulevard and 30 North Tymber Creek Road (stormwater pond).

EXHIBIT 2: Abutting land area to Tymber Creek Apartments



There is a Volusia County stormwater pond located at 40 Tymber Creek Road. To the north of the subject property, there is the Moss Point subdivision. To the west of the subject property, is the Coquina Presbyterian Church and the Indian Springs subdivision.

The following are the abutting uses to the subject properties:

EXHIBIT 3: Abutting land use and zoning designations

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	**Future Land Use Designation**	**Zoning Classification**
North	Volusia County detention pond and Moss Point	"Open Space/Conservation" and "Suburban Low Density Residential"	SE, Special Environmental & SR, Suburban Residential
South	Vacant land and Across SR40, Faith Lutheran Church and Riverbend Church	"General Commercial" "Public/Institutional" and "Suburban Low Density Residential"	B-8 (Commercial) & SR, Suburban Residential
East	Across Tymber Creek Road: Vacant Commercial and Single-Family Residential	"General Commercial" & Volusia County "Low Medium Intensity"	B-8 (Commercial) & Volusia County R-4, Urban Single-Family Residential
West	Coquina Presbyterian Church & Indian Springs	"Open Space/Conservation" & "Public/Institutional" and "Low Density Residential"	R-3, Single Family Medium Density

SECTION 3, ANALYSIS:

Application process

The application seeks to allow 300 multi-family residential units as a Planned Business Development. The Planned Business Development is reviewed and acted upon as two (2) separate actions:

A. **Zoning map amendment from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to PBD, Planned Business Development. The zoning map amendment is the action sought for this staff report.**

B. Issuance of a development order to construct 300 multi-family residential units and associated site improvements on 19.62 acres.

The two actions (2) will be discussed together at the public hearing and will require

separate votes. The zoning map amendment is the application under consideration in this report. The zoning map amendment does not approve any specific development, but instead the framework for the issuance of the development order. The issuance of a development order contains site plans and project reports that detail the specific development. The items are intertwined and if there is a desire to approve or approve with conditions the issuance of the development order, then the zoning map amendment needs approval first. If there is a desire to deny the issuance of the development order, then the zoning map amendment should also be denied.

Project process: The Planned Business Development is reviewed and acted upon as two separate actions: (1) zoning map amendment and (2) issuance of a development order. The two actions will be discussed together at the public hearing and require separate votes. The project has the following approval process:

1. **Site Plan Review Committee (SPRC).** The Site Plan Review Committee is comprised of city departments who review site plan applications for consistency with the Land Development Code and Comprehensive Plan. This committee provides a technical review of development submittals.
2. **Neighborhood meeting.** The Land Development Code requires a neighborhood meeting where a project abuts a residential zoning district. The neighborhood meeting was conducted on June 8, 2022 and is summarized in the analysis section of this report.
3. **Planning Board.** The Planning Board conducts one public hearing for a zoning map amendment and issuance of a development order. The Planning Board provides a recommendation to the City Commission. Applications, whether recommended for approval or denial, are forwarded to the City Commission for action. The Planning Board is appointed by the City Commission. The Planning Board in its recommendation is required to consider the following:
    a. Application submitted by the applicant;
    b. Staff report;
    c. Written correspondence provided;
    d. Testimony presented at the public hearing; and
    e. Criteria for rezonings and issuance of a Development Order.
4. **City Commission.** The City Commission is an elected body that provides the final action on zoning map amendments and issuance of development orders. The tentative City Commission dates for this project are January 24, 2023 and February 7, 2023. Section 1-18(e) of the Land Development Code requires the City Commission to consider:
    a. Report and recommendation of the site plan review committee and the planning board.
    b. Report and recommendation of other city departments and advisory boards, as appropriate.

c. Comments of governmental agencies, utility corporations and individuals, as received.

Section 1-18 of the Land Development Code also provides the review criteria for development orders listed in the analysis section of this report.

EXHIBIT 4: Application process

PZ-20-63		
Action	**Date**	**Notes**
1st SPRC submittal	June 25, 2020	SPRC review: July 13, 2020
2nd SPRC submittal	October 13, 2020	SPRC review: November 24, 2020
3rd SPRC submittal	November 30, 2020	SPRC review: December 22, 2020
Neighborhood meeting	December 3, 2020	600' mail radius; newspaper ad
Expired	September 22, 2021	

Project PZ-20-63 expired based on lack of a re-submittal to the Site Plan Review Committee (SPRC) with a specified time period. The project was re-submitted and became PZ-22-008.

PZ-22-008		
Action	**Date**	**Notes**
1st SPRC submittal	December 7, 2021	SPRC review: December 26, 2021
2nd SPRC submittal	April 12, 2022	SPRC review: April 28, 2022
Neighborhood meeting	June 8, 2022	600' mail radius; newspaper ad
3rd SPRC submittal	June 9, 2022	SPRC review: June 23, 2022
4th SPRC submittal	July 12, 2022	SPRC review: July 22, 2022
5th SPRC submittal	July 29, 2022	SPRC review: August 24, 2022
6th SPRC submittal	October 25, 2022	SPRC review: November 22, 2022
Planning Board:	December 8, 2022	300' mail radius; newspaper ad; site posting
City Commission, 1st	January 24, 2023	300' mail radius; newspaper ad
City Commission, 2nd	February 7, 2023	newspaper ad
SPRC final review	To be determined	

The project has also been posted on the city website under the Planning Department at: (1) Development Reports, https://www.ormondbeach.org/1015/Tymber-Creek-Apartments and (2) Public Hearing Advertisements and Notices, https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice.

Comprehensive Plan

The Comprehensive Plan contains a land use map that provides the vision of uses and residential intensity. The Comprehensive Plan is an overall guide/roadmap for development within Ormond Beach. The subject property has three land use categories that are defined in the Future Land Use Element as follows:

Open Space/Conservation (OS/C) – 3.2 acres

Purpose: This category includes two (2) subcategories: Parks, which includes public areas used for passive recreation, and Conservation which

consists of areas within the City that have significant limitations to development, related to elevations, soils, probability of flooding, relationship to a major water body, wetland characteristics, or similar factors. This category of land use is applicable to all zoning districts.

Density: Not permitted.

Maximum FAR: 0.5

Residential, Office, Retail (ROR) – 3.2 acres

Purpose: A multi-use land use category to provide areas served by transit for use by residential uses, general office, medical and professional uses, restaurants, retail sales and personal services. It is expected that at least 30% of the undeveloped office/professional lands in the City will be developed with multi-family residential uses and adult care/retirement facilities. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum: 15 units per acre.

Maximum FAR: Restaurants, retail sales, and personal services shall not exceed a 0.2 FAR. All other uses shall not exceed 0.5.

General Commercial (GC)

Purpose: A multi-use land use category to provide for the sales of retail goods and services, high density multi-family, professional offices and services, and restaurants, depending on the range of population to be served and the availability of transit. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum: 32 units per acre.

Maximum FAR: 0.7 (2.0 within the Downtown Community Redevelopment area)

Below is the analysis of maximum development scenarios for residential and commercial uses based upon the approved Comprehensive Plan designations:

EXHIBIT 5: Comprehensive Plan residential and commercial entitlements

Residential Uses						
Land Use Designation	Acres	Land use allowed density	Maximum number of units allowed	Total ITE Trip Generation(1)	Water Generation (2)	Sewer Generation (3)
"Open Space/ Conservation"	3.2	0	0	0	0	0
"Residential, Office, Retail"	3.2	15	48	266	12,288	13,488
"General Commercial"	13.22	32	423	2,343	108,288	118,863
TOTALS	19.62	NA	471	2,609	120,576	132,351

Notes:
(1) ITE Trip Generation, #221, Mid-rise multi-family of 5.54 trips per unit
(2) 256 gallons per day per unit

(3) 281 gallons per day per unit

Commercial Uses						
Land Use Designation	Acres	Land use allowed Floor Area Ratio	Maximum building square footage allowed	Total ITE Trip Generation (1)	Water Generation (2)	Sewer Generation (3)
"Open Space/ Conservation"	3.2	0	0	0	0	0
"Residential, Office, Retail"	3.2	0.2	27,878	1,052	4,182	3,554
"General Commercial"	13.22	0.7	403,104	15,217	60,466	51,396
TOTALS	19.62	NA	430,983	16,270	64,647	54,950

(1) ITE Trip Generation, #820, Retail of 37.75 trips per 1,000 square feet of gross floor area

(2) Building square footage/ 100 X 15

(3) Water generation rate X 85%

Zoning: The subject property has three (3) existing zoning classifications: (1) Volusia County RC, Resource Corridor, (2) Volusia County A-2, Agriculture, and (3) Ormond Beach B-8. The Volusia County zoning classifications are maintained through the annexation until an Ormond Beach zoning classification is assigned. Based upon the assignment of Ormond Beach land uses, there are certain zoning districts that are compatible with the adopted land uses. If the zoning map amendment to Planned Business Development is denied, city staff would proceed with a zoning map amendment to provide city zoning classifications.

Zoning districts contain three (3) types of uses:

1. Permitted uses: means the specific purposes for which lands or buildings are maintained in accordance with the land use district regulations of this Code. These uses are allowed with no conditions. The Site Plan Review Committee (SPRC) would review and approve permitted uses provided that they meet all regulations of the Land Development Code.

   Conditional uses: means the need for staff approval for a use permitted in a particular zoning district that may be compatible within part of a district but not throughout the district and is permitted only upon successful demonstration by an applicant that the use as proposed on a specific site will comply with all the conditional use criteria and standards for location, design and/or operation. These uses are allowed uses and have conditions within Section 2-57 of the Land Development Code that the use is required to meet. The Site Plan Review Committee (SPRC) would review and approve conditional uses provided that they meet all conditions and regulations of the Land Development Code.

2. Special Exception uses: means a use permitted in a particular zoning district that generally may have an impact that transcends an area, neighborhood, or subdivision. Such use may be compatible within part of a district but not throughout

the district and is permitted only after a public hearing and only upon demonstration by the applicant that the use as proposed on a specific site will comply with all the special use criteria and standards for location, design and/or operation. These uses require public hearing approval and may be appropriate, but there is an additional layer of public hearing reviews. Special Exception uses have conditions within Section 2-57 of the Land Development Code that the use is required to meet.

Tymber Creek Apartments zoning classifications

1. *Volusia County RC, Resource Corridor – corresponding city zoning classification if PBD is not approved– Special Environmental: Acreage = 3.2*

   Section 2-08 of the Land Development Code states the purpose of the Special Environmental zoning district is

   > "To protect persons and private property from the hazards of floodwater inundation and to conserve important natural, ecological, historic, or unique resources for the enjoyment and education of current and future residents, while providing for limited public or commercial outdoor activities and facilities such as equestrian trails, campgrounds, commercial recreation facilities and other centralized outdoor facilities. This classification is primarily intended to be applied to environmentally sensitive lands, public lands, lands held in trust for future open space use or lands held by nonprofit organizations or homeowners' associations and intended for open space uses."

   Zoning Characteristics:

   - No residential density.
   - Permitted uses include: (1) Wildlife Management Area, Fishing and Hunting and (2) Wetland Preservation Area.

2. *Volusia County A-2, Agriculture– corresponding city zoning classification if PBD is not approved – B-1, Professional Office/Hospital: Acreage = 3.2*

Section 2-22 of the Land Development Code states the purpose of the B-1, Professional Office/Hospital zoning district is

> "to provide areas primarily for professional offices, institutional uses, also allowing multifamily residential, and retail uses with special emphasis given to sound architectural design practices, site planning, landscaping and sign location"

Zoning Characteristics:

- Residential density: 10 units per acre if 2 stories.
- Key Permitted Uses: (1) Business/Professional Office, (2) Financial Institutional, (3) Hospital, (4) Pharmacy, (5) Veterinarian.
- Key Conditional Uses: (1) Dwelling, Multifamily, Personal Services, (2) Restaurants A &B, and (3) Retail Sales and Service.

3. Ormond Beach B-8, Commercial: Acreage = 13.20

Section 2-29 of the Land Development Code states the purpose of the B-8, Commercial zoning district is

> "to provide for the establishment of general commercial activities, other than automotive or heavy commercial uses, on properties that abut arterial roads. Due to the proximity of lands in the district to residential areas, these district regulations are intended to promote the preservation of natural vegetation, increase opportunities for beautification and provide extensive buffering between nonresidential and residential uses not otherwise separated from each other by a collector or arterial road. Multifamily, governmental and institutional uses are also encouraged in such corridors as a relief from extensive strip commercial development, and allowable uses are restricted to those most compatible with residential uses. When used in conjunction with the Planned Business Development District, these regulations are intended to encourage the establishment of totally planned, multiuse, community-level centers having a variety of retail, office, restaurant, recreation and institutional uses."

Zoning Characteristics:

- Residential density: 10 units per acre.
- Key Permitted Uses: (1) Business/Professional Office, (2) Financial Institutional, (3) Retail Sales and Services
- Key Conditional Uses: (1) Convenience Store, Type B & C, (2) Dwelling, Multifamily, Personal Services, (3) Restaurants A, B, and C, (4) Shopping Center

<u>Planned Business Development</u>

The project application seeks to obtain a Planned Business Development zoning designation. According to Chapter 2, Article II, Section 2-36 of the Land Development Code the purpose of the Planned Business Development zoning district:

> "is to establish regulatory standards for controlling the location of comprehensively planned business centers accessible to arterial roadways. The PBD is intended to incorporate a flexible management policy which incorporates urban design amenities, including streetscape improvements, and fosters innovative master planning in the design and development of commercial centers. The PBD district provides a diversified mix of permitted, conditional, and special land uses and higher standards of land planning and site design than are available under conventional zoning categories."

One goal of the Planned Business Development is to "provide for a coherent and visually attractive physical environment through the creation of focal points and vistas, as well as coordination and consistency of architectural styles, landscaping designs and other elements of the building environment."

Specific regulations of the Planned Business Development applicable to this application include:

Section 2-36(d)(3) of the Land Development Code:

> (3) *Building height.* Height limits may exceed that allowed by district regulations by a maximum of fifteen feet (15'), provided that the structure is so located as to not have an adverse impact on adjoining properties, particularly single-family homes. This additional height allowance will not be awarded for any portion of a structure located within fifty feet (50') of a single-family home or for a vacant site in a zoning district designed primarily for such use. In no case shall any building height exceed seventy-five feet (75') when measured from the average median lot elevation to the highest point of any structure and/or attached services.

Section 2-57(22)(c) of the Land Development Code

> No structure shall exceed one hundred eighty feet (180') in length, unless a planned development is obtained

The issuance of the development order has public input including the neighborhood meeting and correspondence received. While the information is oriented towards the actual site development, the information and input are useful for the zoning map amendment. It is important to note that the zoning map amendment does not include the detailed site plans, but instead provides the framework for the issuance of the development order.

Neighborhood meeting:

The project conducted a required neighborhood meeting on June 8, 2022 at the Coquina Presbyterian Church. The project attorney described the project at the neighborhood meeting. Key items discussed were:

1. Access to Tymber Creek Road. The project team described the emergency access onto Tymber Creek Road. There was acknowledgement that individuals from Tymber Creek Apartments could access Tymber Creek Road through the Walgreens parking lot.
2. Traffic. Traffic is heavy in the morning and the project will make it worse.
3. Concerns were expressed about the U-turn movements on West Granada Boulevard.
4. Discussion of the project wetlands and buffers.
5. Based on a question, the project team stated that the project was not low income targeted and was a luxury, market rate apartment complex.
6. Discussion of a right-hand turn lane that was removed by the Florida Department of Transportation at the Indian Springs development.
7. Statement provided: Project should be made smaller. Not appropriate for the west Ormond area.
8. Statement provided: Additional density, beyond 10 units per acre is not appropriate.
9. Statement provided: That the project was not appropriate and that the traffic design was not appropriate.

10. Project team stated that residential uses generate less traffic impacts than commercial uses.
11. Statement provided: Apartments were not wanted at this location and that the project would diminish value of existing homes.
12. Statement provided: The project would create additional crime in area.
13. Question asked regarding Votran bus service. There is no Votran bus service west of I-95 currently.

Correspondence received:

ATTACHMENT 3 includes correspondence received on this application. The correspondence received included the following key points or statements provided below:

1. Traffic
   A. Concern of U-turn movements on West Granada Boulevard.
   B. Traffic is awful/horrendous already.
   C. Right turn into Indian Springs is treacherous.
   D. Negative impacts to intersection of West Granada Boulevard and Tymber Creek Road.
2. Incompatible use
   A. Impact to the existing residents in the area of the planned development.
   B. Will make our community less safe.
   C. We are a single-family community!
   D. The project is not compatible with the neighboring subdivisions. Any increase will be detrimental to the quality of life for the surrounding area's residents.
3. Density
   A. Density should be maintained at 10 units per acre.
   B. If the Land Development Code allows 164 units now, then why would an increase be of any value to the residents of Ormond Beach.
4. Overdevelopment
   A. Horrible location planning for apartments.
   B. If we do not limit the population growth in Ormond Beach now, we will not be able to undo the consequences in the future.
5. Site design
   A. Desire of a masonry wall along the Indian Springs property line.
   B. The project team should show the building locations and height.
   C. Configuration/location of the buildings – specifically building 8.
6. Quality of Life
   A. Only single-family residential has been approved west of I-95.

B. Longtime residents of upscale communities deserve better consideration.

C. The area is already overbuilt and this will do nothing to help the situation.

D. Future management of complex.

Indian Springs meetings

City staff met with residents of Indian Springs which led to two meetings with the project team and the residents. Residents of Indian Springs presented concerns and comments on the project at an initial meeting on August 15, 2022 and a follow-up meeting on November 16, 2022. Specific items discussed included:

1. The location and height of a buffer wall. Several options were considered and at the meeting on November 16, 2022 the wall was requested to be extended an additional 100 feet to the south which was added to the current site plan.
2. The project team had the locations of buildings 8 and 9 marked. On November 16, 2022, the residents of Indian Springs, the project team, and city staff walked the site area of buildings 8 and 9. The project team provided a pole that showed the heights of the building. The project team provided revised building elevations to reduce the overall building height from 45' to 39'3".
3. Based upon these meetings, the project team added an additional planting of 46 red cedars, 10 feet in height at planting, along the property line interface of Indian Springs.
4. The project developer and the property owner of the Indian Springs house abutting the Tymber Creek Apartments property line discussed the concept of adding plantings around the screen enclosure on the Indian Springs property owner's lot as another layer of buffering.

On November 26, 2022, a letter (ATTACHMENT 3) from the Indian Springs Homeowner's Association was received that requested:

1. Building 8 and Building 9 be eliminated completely due to compatibility concerns, the visual impacts and proximity to Indian Springs HOA.
2. The Residential Block Retaining Wall on north west side of subject property:
   a. Starting in line with the extended property line of 412600000061 (Coquina Presbyterian Church) and 412607000110 (Gary C & Catherine Von Glinow) and extending around the retaining wall radius and ending as shown on the proposed plans.
   b. Be a minimum of 10' tall.

SECTION 4, CRITERIA FOR APPROVAL: There are certain criteria that must be evaluated before a Planned Business Development amendment can be approved. **It is important to note that this item is solely for the zoning map amendment and not the detailed site plan development order**. According to Chapter 1, Article I, Section 1-15. C.3 of the Land Development Code, the Planning Board shall consider the following when making its decision:

1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety,

welfare or quality of life.

The proposed action is a zoning map amendment from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to PBD, Planned Business Development. This item does not approve a specific development plan which is reviewed with the development order item. The zoning map amendment will not adversely affect public health, safety, welfare or the quality of life.

2. The proposed development is consistent with the Comprehensive Plan.

The subject property has three (3) land use designations: (1) "OpenSpace/Conservation", (2) "Residential/Office/Retail", and (3) "General Commercial". The location is appropriate for commercial uses and is consistent with the Comprehensive Plan. The land use designations and allowable density and intensity was discussed in the analysis section of the report. The Comprehensive Plan contains the following Goals, Objectives and Polices related to the zoning map amendment:

Future Land Use Element

GOAL 1. LAND USE DISTRIBUTION

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING OR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

OBJECTIVE 1.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY 1.1.3.

Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.

POLICY 1.1.5.

Encourage innovative design measures for new residential developments and ensure that adequate provision is made for neighborhood facilities suitable to the type of development proposed.

POLICY 1.1.6.

Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.

POLICY 1.2.6.

New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.

Housing Element

GOAL 1. HOUSING SUPPLY

ENSURE THE AVAILABLITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

OBJECTIVE 1.1. HOUSING SUPPLY

The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low and moderate income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.

OBJECTIVE 1.2. PROVISION OF ADEQUATE SERVICES AND FACILITIES

Each existing housing development and residential neighborhood along with all new housing development shall meet existing adopted level of service standards.

POLICY 1.2.1.

The general residential development pattern in the city should be in accord with the community's growth strategy for residential densities, as stipulated within the Future Land Use Element.

The zoning map amendment is consistent with the Comprehensive Plan.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The zoning action does not approve a specific development plan and this criterion would be reviewed as part of the issuance of the development order.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The zoning map amendment seeks to allow the framework for uses consistent with the land use designation.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. Detail traffic studies are provided with the issuance of the development order item.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The functional use of space would be reviewed as part of the development order agenda item.

8. **The proposed development provides for the safety of occupants and visitors.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The site plan (development order item) would review the safety of occupants and visitors.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The site plan (development order item) would review the use of materials and architectural features.

10. **The testimony provided at public hearings**.

    There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

Section 1-18.E.3 of the Land Development Code states that the City Commission shall consider rezonings based on the consistency with the Comprehensive Plan. The zoning map amendment is consistent based upon the following points:

- The impacts on facilities and services will not increase as a result of the requested zoning amendment from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to Planned Business Development; and
- The zoning request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Land Use Plan Map designation of "Commercial".

SECTION 5, RECOMMENDATION: This agenda item seeks to allow a zoning map amendment to Planned Business Development. The agenda item does not approve any specific development approval, but instead a framework for these zoning actions. It is recommended that the Planning Board recommend **APPROVAL** of the zoning map amendment for a 19.62± acre property from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to Planned Business Development. The project is tentatively scheduled for the City Commission on January 24, 2023 (first reading) and if approved on first reading, the second reading will be on February 7, 2023 (final reading).

This agenda item is related to the issuance of a development order. If there is a desire to approve or approve with conditions the issuance of a development order, then the zoning map amendment should be approved. If there is a desire to deny the issuance of a development order, then the zoning map amendment should be denied.

Attachments:

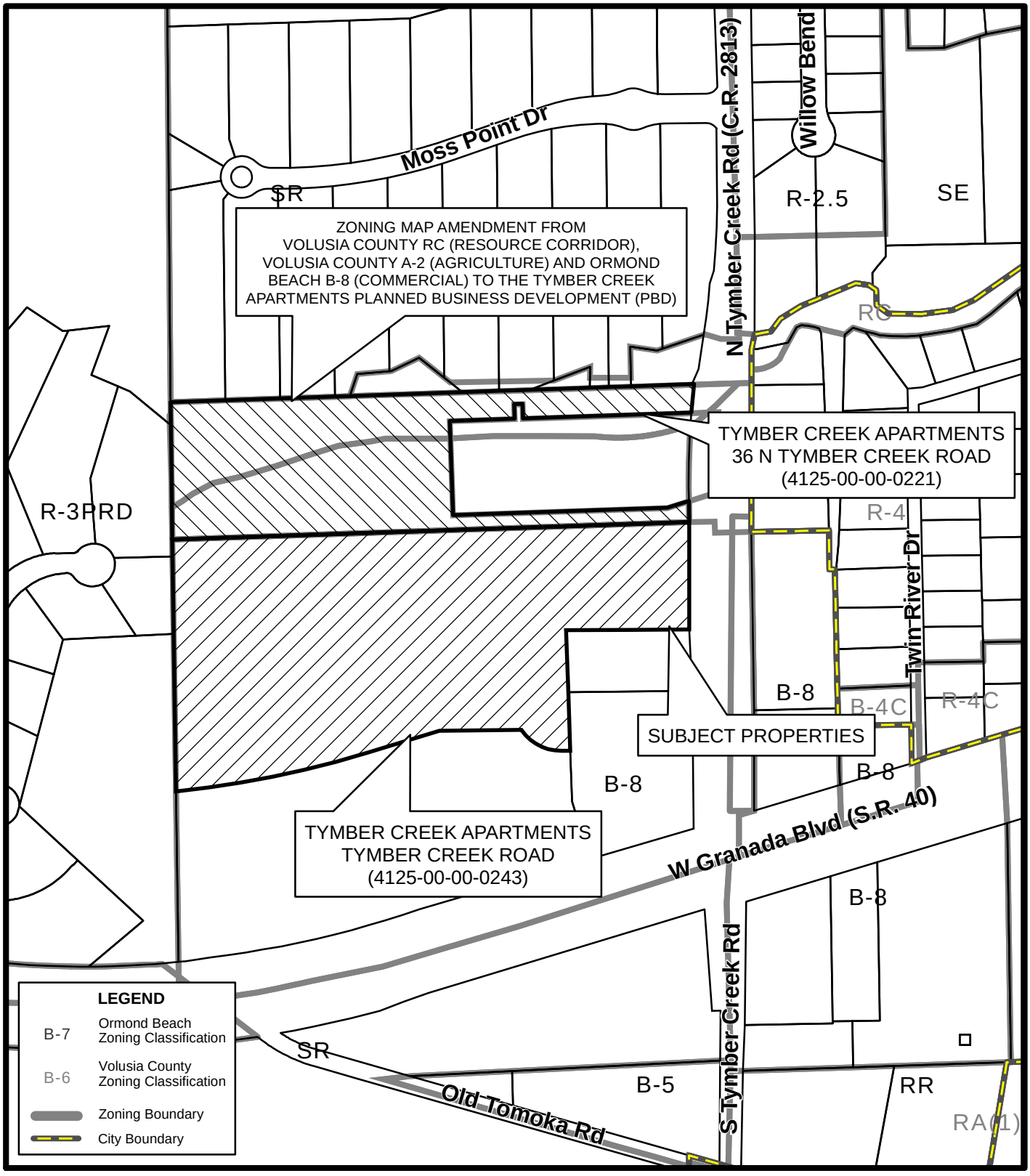
Attachment 1: Zoning map

Attachment 2: Location, aerial, land use maps

Attachment 3: Correspondence

ATTACHMENT 1

Zoning map



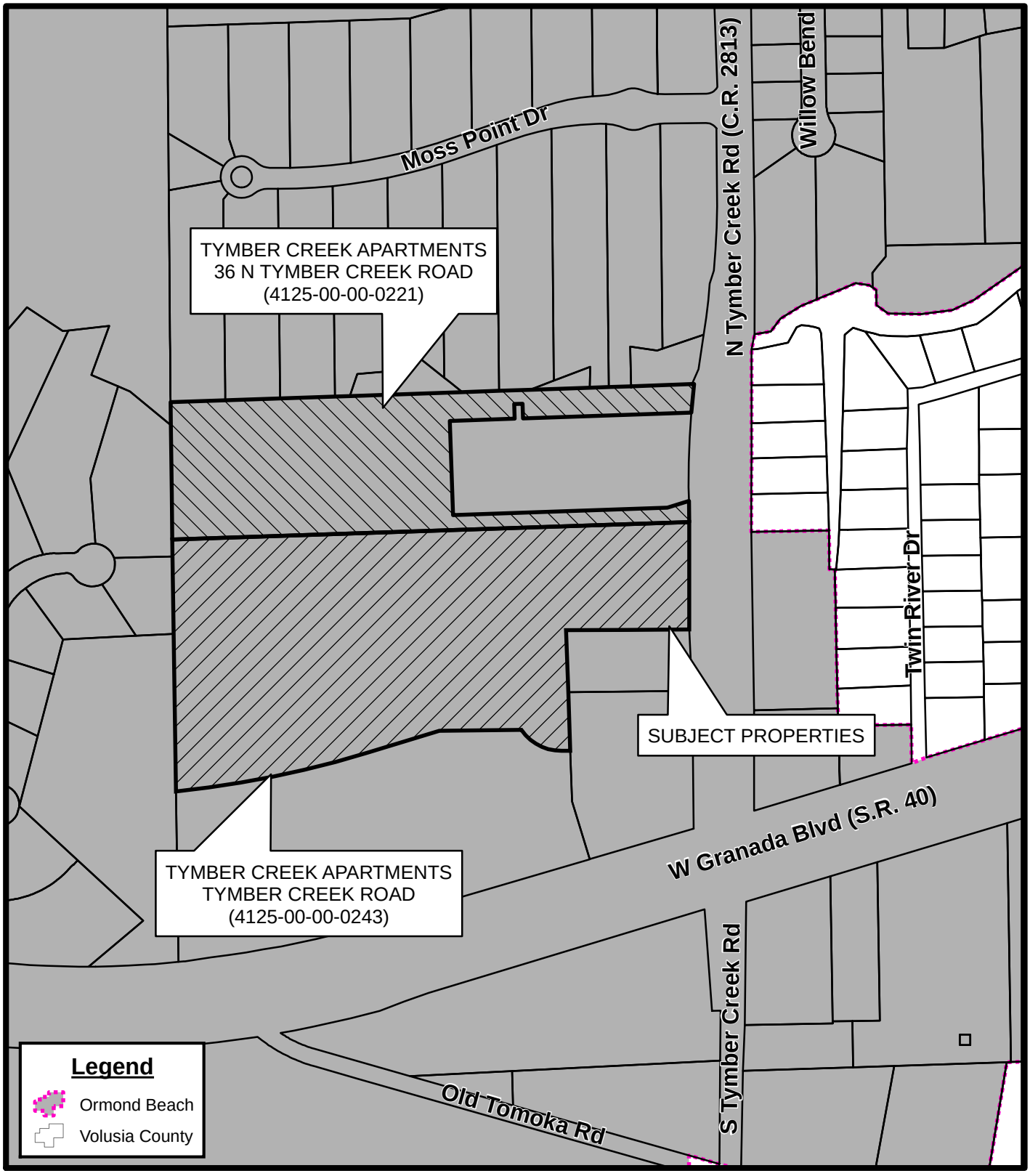
ZONING MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

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ATTACHMENT 2

Location, aerial, land use maps



LOCATION MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

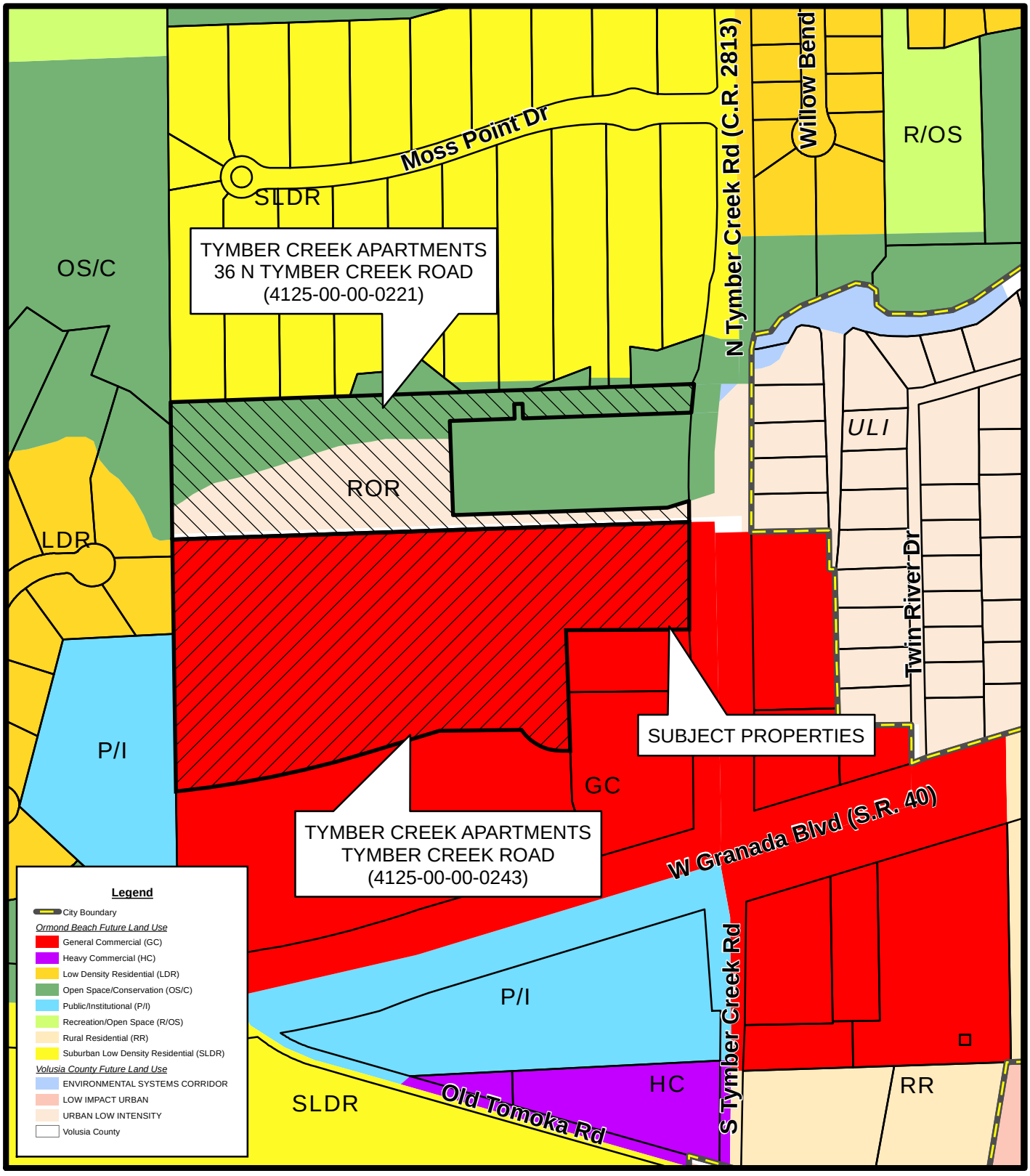
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AERIAL MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

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FUTURE LAND USE MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

N
W E
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N.T.S.

ATTACHMENT 3

Project Correspondence

From:	Gary Von Glinow
To:	Spraker, Steven
Cc:	mimivon@aol.com
Subject:	Additional emails to be provided to the December 8 Planning Board from Gary Von Glinow
Date:	Sunday, November 27, 2022 5:46:55 PM
Attachments:	Emails to be provided to Planning Board members_20221127173832.pdf

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Afternoon, Steven,

Attached is a file with 13 additional emails (from me or to me) that I have chosen to accompany this cover email for distribution to the Planning Board members for the December 8 meeting. This array of emails is balanced in that some include high praise for Garrison and his team, but all praise is contingent on "proving" that solutions proposed by Garrison are included in the final site plan and can be field tested by markings in the forest. Of course, it was: a.) the temporal nature of the markings; b.) the insufficient mitigation of Buildings 8 and 9's impact on our house; and c.) the still undelivered, as promised, computer-generated, digital sight lines from my house to Buildings 8 and 9, that gave rise to our HOA request for removal of Buildings 8 and 9.

Steven, thank you once again for providing us with an understanding of the City's review and approval process for the Tymber Creek Apartments.

Sent from the all new AOL app for iOS

Subject Re: Tymber Creek Apartments

From Gary Von Glinow <gvg50@aol.com>

To: Garrison McMillan <gmcmillan@tellus-partners.com>, mark.watts@cobbcole.com <mark.watts@cobbcole.com>, Harry Newkirk <harry@newkirk-engineering.com>

Cc: Steven Spraker <steven.spraker@ormondbeach.org>, Michael Gentry <mgentry408@gmail.com>, Steve Curtis <steve.curtis@safstor.com>, Troy Railsback <troyrailsback@yahoo.com>, Jonathon Schrader <Jschrader@tellus-partners.com>

Date Sep 26 at 2:04 PM

Garrison,

I agree that you and your team have delivered a plan concept that we all hope mitigates the concerns neighbors voiced in August. By staking the buildings and road, a proof of concept will be established.

It is my individual opinion that you have exhibited a best practice approach to interfacing with my little piece of the community impacted by your apartment development. You traveled to meet with us on our turf and walked the site with us. You and your team have proposed potential solutions to most of our concerns that on-site staking and observation could validate.

My family and I bought our house in order to spend most of our time outside surrounded by an idyllic Florida tropical forest. Any development will alter that. I sincerely appreciate your efforts to reduce the negative impact on Indian Springs. I also recognize that you will undoubtedly incur incremental costs in order to implement the revisions proposed to the original site plan. To date, my wife and I acknowledge and appreciate your willingness to work with us.

Best regards,

Gary

Sent from the all new AOL app for iOS

View more

Subject Re: Tymber Creek Apartments (PZ-22-008) - distribution list (10.26.2022)

From Gary Von Glinow <gvg50@aol.com>

To: Jonathon Schrader <Jschrader@tellus-partners.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, 'Mark Watts' <Mark.Watts@cobbcole.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>

Cc: 'Harry Newkirk' <harry@newkirk-engineering.com>, 'Spraker, Steven' <Steven.Spraker@ormondbeach.org>

Date Oct 27 at 11:53 AM

Jonathan,

I would like to add my request that the apartment road be marked behind 40 Indian Springs Drive and 39 Indian Springs Drive. Also, I am also still hopeful that the actual elevation of the buildings behind 40 and 39 Indian Springs Drive can be marked.

I also ask if Garrison has an estimate of the expected decibel level of auto, truck and motorcycle noise emanating from the apartment roadway.

Thank you to you and Garrison in advance for your consideration.

Gary Von Glinow
39 Indian Springs Drive

Sent from the all new AOL app for iOS

View more

Subject RE: Tymber Creek Apartments (PZ-22-008) - distribution list (10.26.2022)

From Jonathon Schrader <Jschrader@tellus-partners.com>

To: Gary Von Glinow <gvg50@aol.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, 'Mark Watts' <Mark.Watts@cobbcole.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>

Cc: 'Harry Newkirk' <harry@newkirk-engineering.com>, 'Spraker, Steven' <Steven.Spraker@ormondbeach.org>

Date Oct 27 at 12:29 PM

Gary,
Marking the road off the building corners with spray paint shouldn't be a problem at all. It should give a good sense on how the road will layout. For the building elevations, we plan to bring a pole extender and extend it up to the height of each building onsite with everyone.

For the average decibel levels, you can expect 45 decibels for the indoor areas and less than 55 decibels for the outdoor areas.

Please let us know if you need any additional information here.

Thanks,
Jonathon Schrader

TELLUS
PARTNERS
REAL ESTATE DEVELOPMENT & INVESTMENT

4983 New Peachtree Rd | Suite B | Chamblee, GA 30341
d: 404.877.2984 | f: 404.393.5439
JSchrader@tellus-partners.com | www.tellus-partners.com

View more

Subject Re: Tymber Creek follow-up site visit

From Gary Von Glinow <gvg50@aol.com>

To: Regina Epple <Regina.Epple@cobbcole.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>, Jonathon Schrader <Jschrader@tellus-partners.com>

Date Nov 3 at 12:56 PM

Good morning,

Yesterday, I spent 30-45 minutes exploring the The Tymber Creek Apartments site. I observed the following:

- Three 3-foot high wood stakes with orange ribbons: one with "Building 8" printed on the stake, one with "Building 9" printed on the stake, and one with no printed information on the stake; and

- Fresh orange, yellow and blue/white striped ribbons tied to trees.

What I did not observe is:

- any markings for the apartment road; and

- any poles marking building heights.

Garrison, is the above consistent with the scope of work you requested of the surveyors and the invoice you received from them? It is certainly possible that I inadvertently missed seeing other markings that I was expecting.

Regarding the meeting on the 9th, I am available but wonder if it will allow us to develop a complete understanding of the project's impact.

Best regards,

Gary Von Glinow

Sent from the all new AOL app for iOS

View more

Subject RE: Tymber Creek follow-up site visit

From Jonathon Schrader <Jschrader@tellus-partners.com>

To: Gary Von Glinow <gvg50@aol.com>, Regina Epple <Regina.Epple@cobbcole.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>

Date Nov 3 at 1:57 PM

Hi Gary.
The spray painting for the road will done right before the meeting and the pole marking the height will be brought to the meeting. The surveyors simply marked the corners of the buildings as previously requested. Garrison and I will be spray painting for the road off these building corners when we come in town for the meeting.

This meeting will allow everyone to develop a complete understanding of the project's impact.

Thank you,
Jonathon Schrader

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JSchrader@tellus-partners.com | www.tellus-partners.com

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30803.pdf

Subject RE: Tymber Creek follow-up site visit

From Garrison McMillan <gmcmillan@tellus-partners.com>

To: Jonathon Schrader <Jschrader@tellus-partners.com>, Gary Von Glinow <gvg50@aol.com>, Regina Epple <Regina.Epple@cobbcole.com>, mgentry408@gmail.com <mgentry408@gmail.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>

Cc: Spraker, Steven <Steven.Spraker@ormondbeach.org>

Date Nov 3 at 2:28 PM

Gary – to Jonathon's point I think we can demonstrate where the road will be, & which trees are staying, and which aren't. We can do this in the field with marking paint. My plan is to come down prior to the meeting and measure off from the corners of the buildings with a pull tape and scaling off the plans from the staked surveyed corners we can show approximately where the road (parking lot drive) & privacy wall along that West boundary is located with marking paint. Everything to the west of the barrier wall is non-disturb area, therefore ALL of that said vegetation will stay so I don't think re-taping trees is necessary. I hope that will visually answer your last request.

Garrison McMillan
404.798.5974
www.tellus-partners.com

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Subject Re: Tymber Creek follow-up site visit

From Gary Von Glinow <gvg50@aol.com>

To: Jonathon Schrader <Jschrader@tellus-partners.com>, Regina Epple <Regina.Epple@cobbcole.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>

Date Nov 4 at 12:08 PM

Thank you, Jonathan. I look forward to meeting with you next week.

Also let me know if I can be of help to you and Garrison next week. I have a lawn tractor with a trailer that can help transport things to the opening in the fence behind our house and access to the forest and Apartment site.

Gary Von Glinow
847-624-0619

Sent from the all new AOL app for iOS

On Thursday, November 3, 2022, 1:57 PM, Jonathon Schrader <Jschrader@tellus-partners.com> wrote:

> Hi Gary.
> The spray painting for the road will done right before the meeting and the pole marking the height will be brought to the meeting. The surveyors simply marked the corners of the buildings as previously requested. Garrison and I will be spray painting for the road off these building corners when we come in town for the meeting.
>
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> Thank you,
> Jonathon Schrader
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> d: 404.877.2984 | f: 404.393.5439
> JSchrader@tellus-partners.com | www.tellus-partners.com
>
> **From:** Gary Von Glinow <gvg50@aol.com>

Sent: Thursday, November 3, 2022 12:56 PM
To: Regina Epple <Regina.Epple@cobbcole.com>; mgentry408@gmail.com; Garrison McMillan <gmcmillan@tellus-partners.com>; steve.curtis@safstor.com; troyrailsback@yahoo.com; Harry Newkirk <harry@newkirk-engineering.com>; Spraker, Steven <Steven.Spraker@ormondbeach.org>; Jonathon Schrader <Jschrader@tellus-partners.com>
Subject: Re: Tymber Creek follow-up site visit

Good morning,

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Garrison, is the above consistent with the scope of work you requested of the surveyors and the invoice you received from them? It is certainly possible that I inadvertently missed seeing other markings that I was expecting.

Regarding the meeting on the 9th, I am available but wonder if it will allow us to develop a complete understanding of the project's impact.

Best regards,

Gary Von Glinow

Sent from the all new AOL app for iOS

On Thursday, November 3, 2022, 9:53 AM, Regina Epple <Regina.Epple@cobbcole.com> wrote:

> Good morning All,
>
> Mark Watts would like to set a date to set a follow-up site visit. Below is his availability next week:
>
> - Wednesday 11/9 – 10:00, 11:00, 1:00 or 2:00
> - Thursday 11/10 – 1:00, 2:00 or 2:30
>
> Please let me know if any of these work for you.

Thank you,

COBB COLE
Attorneys at Law
Since 1925

Regina R. Epple

Legal Assistant

Cobb Cole DeLand
231 N. Woodland Blvd.

DeLand, FL 32720

(D) 386-736-7700 (F) 386-785-1549

Website

View less

Subject RE: Tymber Creek follow-up site visit

From Regina Epple <Regina.Epple@cobbcole.com>

To: Harry Newkirk <harry@newkirk-engineering.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, Steve Curtis <steve.curtis@safstor.com>

Cc: Gary Von Glinow <gvg50@aol.com>, Jonathon Schrader <Jschrader@tellus-partners.com>, mgentry408@gmail.com <mgentry408@gmail.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>, Mark Watts <Mark.Watts@cobbcole.com>

Date Nov 8 at 1:52 PM

Mark is not available Monday. He is available Tuesday at 2:00 or Wednesday at 10:00 or 2:00.

Thank you,

COBB COLE
Attorneys at Law
Since 1925

Regina R. Epple
Legal Assistant
Cobb Cole DeLand
231 N. Woodland Blvd.
DeLand, FL 32720
(D) 386-736-7700 (F) 386-785-1549
Website

View more

Subject RE: Tymber Creek follow-up site visit

From Harry Newkirk <harry@newkirk-engineering.com>

To: Garrison McMillan <gmcmillan@tellus-partners.com>, Steve Curtis <steve.curtis@safstor.com>

Cc: Gary Von Glinow <gvg50@aol.com>, Regina Epple <Regina.Epple@cobbcole.com>, Jonathon Schrader <Jschrader@tellus-partners.com>, mgentry408@gmail.com <mgentry408@gmail.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>, Mark Watts <Mark.Watts@cobbcole.com>

Date Nov 8 at 1:49 PM

Garrison,

I'm available the following times next week for Monday and Tuesday.

Monday afternoon (1 pm – 5 pm)
Tuesday 9 am to 2:00 pm

Harry Newkirk, PE #62971
President of Newkirk Engineering, Inc.

1230 N US Highway 1, Suite 3
Ormond Beach, FL 32174
Phone: (386) 872-7794
Cell: (386) 290-7599

View more

Subject RE: Tymber Creek follow-up site visit

From Regina Epple <Regina.Epple@cobbcole.com>

To: Harry Newkirk <harry@newkirk-engineering.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, Steve Curtis <steve.curtis@safstor.com>

Cc: Gary Von Glinow <gvg50@aol.com>, Jonathon Schrader <Jschrader@tellus-partners.com>, mgentry408@gmail.com <mgentry408@gmail.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>, Mark Watts <Mark.Watts@cobbcole.com>

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Subject RE: Tymber Creek follow-up site visit

From Regina Epple <Regina.Epple@cobbcole.com>

To: mgentry408@gmail.com <mgentry408@gmail.com>, 'Garrison McMillan' <gmcmillan@tellus-partners.com>, 'Gary Von Glinow' <gvg50@aol.com>, 'Jonathon Schrader' <Jschrader@tellus-partners.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>, 'Spraker, Steven' <Steven.Spraker@ormondbeach.org>

Cc: Mark Watts <Mark.Watts@cobbcole.com>

Date Nov 8 at 4:32 PM

All,

I believe Michael's email is the last that I've received. There was several overlapping, so I wanted to clarify on the dates for the reschedule. Here is what I received:

Michael Gentry – Tuesday at 2:00 or Wed. at 10:00 or 2:00
Steve Curtis – Monday after 1:30 or Tuesday
Gary Von Glinow – Monday or Tuesday

Mark Watt has changed since I sent my email earlier today. Unfortunately, he is now only available Wednesday at 10:00.

Please let me know if this would work for you.

Thank you,

COBB COLE
Attorneys at Law
Since 1925

Regina R. Epple
Legal Assistant
Cobb Cole DeLand
231 N. Woodland Blvd.
DeLand, FL 32720
(D) 386-736-7700 (F) 386-785-1549
Website

View more

From:	Troy Railsback
To:	Spraker, Steven
Cc:	Michael Gentry; Steve Curtis; Gary Von Glinow
Subject:	Letter from IS HOA to City re Tymber Creek Apartments
Date:	Saturday, November 26, 2022 10:14:50 PM
Attachments:	Letter from IS HOA to City re Tymber Creek Apartments.pdf

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Steven,
Hope all is well. The Indian Springs of Ormond Homeowners' Association, Inc. (IS HOA) respectfully submits the attached letter for Planning Board and City Commission review/action when considering the Tymber Creek Apartments Planned Development and Rezone submittal.

Please confirm receipt and that it will be part of the review documentation/packet(s).

Thank you sir!

Troy Railsback
Southern States Management Group | SSMGFL.com
Southern States Realty Services | SSRealT.com

Indian Springs of Ormond Homeowners' Association, Inc.

27 Indian Springs Drive | Ormond Beach, FL 32137

November 26, 2022

Planning Department
Attn: Steven Spraker, AICP
22 South Beach Street, Room 104
Ormond Beach, FL 32174

Re: Tymber Creek Apartments (PZ-22-008)

Dear. Mr. Spraker,
As you are aware, The Indian Springs of Ormond Homeowners' Association, Inc. (IS HOA) is immediately adjacent to the northern west side of the subject property that is being considered for a Planned Development and Rezoning to significantly increase allowable density on that parcel.

The IS HOA is respectfully submitting the below requests to the Planning Board and City Commission as requirements should the project be considered for approval:

1. Building 8 and Building 9 be eliminated completely due to compatibility concerns, the visual impacts and proximity to IS HOA.
2. The Residential Block Retaining Wall on northern west side of subject property:
    a. Starting in line with the extended property line of 412600000061 (Coquina Presbyterian Church) and 412607000110 (Gary C & Catherine Von Glinow) and extending around the retaining wall radius and ending as shown on the proposed plans.
    b. Be a minimum of 10' tall.

The IS HOA would like to state and document their lack of support for the required traffic adjustments to State Road 40 (SR 40), as required by FDOT, due to significant safety concerns.

The IS HOA appreciates the opportunity to provide this input and is confident that the Planning Board and City Commission will incorporate the above adjustments to the Planned Development when considering such a significant change in density. Please do not hesitate to contact me with any further clarification or information regarding these requests.

Sincerely,

Troy Railsback
Board President/Secretary
Indian Springs of Ormond Homeowners' Association, Inc.

From: Steve Curtis
To: Spraker, Steven
Subject: Tymber Creek Apartments
Date: Saturday, November 26, 2022 8:33:40 AM

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Steven,

I do support the position of the Indian Springs Homeowner Association as provided via separate correspondence. Regardless, I'm reaching out personally as a Citizen of Ormond Beach and Indian Springs homeowner. After the first public meeting, a group of residents met with Jaffee Corp., at Indian Springs (IS), and requested the developer modify the site plan geometry to increase the apartment building separation from IS in the NW corner of the project. Jaffee Corp. did nothing. Since that time, and on a couple of occasions, the current Developer met with IS residents to further address homeowner concerns. Although the developer made good faith efforts to alleviate the concerns, the reality is that the apartment buildings are separated from the IS boundary by less than the width of a typical IS lot. Aside from separation, my concerns are:

- Building scale relative to IS
- Multiple balconies facing the back of resident's homes
- Building and site lighting bleed into the neighborhood
- Traffic and apartment resident noise
- Vehicle headlights beaming into homes

Although the Traffic Study does contemplate the following movements and the project has FDOT approval, of additional safety concern is that 100% of the proposed apartment traffic will exit on West Bound SR40 creating a U-Turn condition for eastbound apartment traffic at either the Riverbend roadway cut, or, if the Riverbend cut is backed-up, at the next available option which is immediately West of IS. Notwithstanding, with no deceleration lanes, making a right turn into Indian Springs or IL Villaggio is challenging. Speeding SR40 westbound traffic requires relief in the south lane to avoid our right turn movements. Additional south lane congestion created by these U-Turn movements across from the subdivision entrance is dangerous. As a practical matter, the distance from the apartment exit on SR40 to the beginning radius of the deceleration lane into Riverbend is less than 150 feet, not a lot of distance to navigate across 2 lanes of traffic to a backed-up deceleration lane. This condition will only worsen as Riverbend expands.

I respectfully offer the foregoing for consideration as you contemplate approval of the Tymber Creek Apartment project.

Steve Curtis

From: mwill9274@aol.com
To: Spraker, Steven
Subject: Proposed Apartment Development at Tymber Creek Road and Granada Blvd.
Date: Tuesday, November 22, 2022 3:54:16 PM

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Dear City of Ormond Beach Planning Department,

I'm writing this email to document my concern and objection to increasing the existing unit per acre guidelines concerning the proposed Apartment Development project located at the corner of Tymber Creek Road and Granada Blvd. in Ormond Beach. My family and I have lived in the Moss Point Drive subdivision off Tymber Creek Road for approximately 13 years, and some of the things we value the most living in this small development is the privacy it offers and the preservation of the surrounding natural habitat. The natural beauty, flora and fauna of the strip of land bordered by Tymber Creek and Granada Blvd. should be preserved and protected, with managed development consistent with the preexisting neighborhoods off Tymber Creek Road.

Over the years we have seen how growth and development along Airport Road to the north of us has impacted the traffic along Tymber Creek Road. As traffic and congestion escalates at the Tymber Creek Road and Granada intersection, the difficulty driving out of Moss Point increases and the safety decreases in the area. This is especially evident in the mornings during the work week, where it can be quite hazardous pulling out of Moss Point and crossing Tymber Creek Road to head north, or even just pulling onto Tymber Creek Road heading south during the 7 am to 9 am rush hour time period. The risk is compounded by the increase in number of cars over the years attempting to make a U-turn on Tymber Creek Road at the Moss Point turn lane, intending to pull into the Walgreens parking lot. Making matters worse, it is very common during morning rush hour to see traffic backed up well beyond the eastbound turn lanes along southbound Tymber Creek Road at the intersection with Granada Blvd. To increase the number of units per acre at the Tymber Creek Apartment project would only put more cars and pedestrians on the road, exacerbating the congestion and safety issues in the area.

In conclusion, we have enjoyed living in this area and the quality of life it affords us. Amending current guidelines pertaining to the number of units permitted to be built on this small tract of land will proportionally and dramatically increase the population and number of cars in the area, negatively impacting the quality of life for the homeowners living in the existing subdivisions off Tymber Creek Road. Please do not increase the units per acre ordnance that is currently in place to manage our growth properly.
Thank you,
Mike Willard
Moss Point Drive

From: Mike Lambert
To: Spraker, Steven
Subject: Tymber Creek Apartments
Date: Monday, November 14, 2022 7:05:07 PM

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Planning Department Ormond Beach:
We have lived at 20 Moss Point Drive since the Development sold lots and houses built, going on 33 years. We purchased and built because of the development's uniqueness, privacy, and roaming wildlife. We bought and built because of the zoning and restrictions on the surrounding properties. We have just completed an election cycle during which those seeking our vote assured us that beauty of our city would be preserved. That development would be managed and controlled. We look now for those words not to become hallow or manicured but upheld.
I am a resident of this area for 73 years , having been born at Halifax Hospital , raised near Our Lady of Lourdes Church and school, which I attended, then Father Lopez High School, then out of state for college and law school, knowing I would always return "home".
When the Jaffee group held the property, they sought to, and succeeded at, annexing a connected piece of property into the city. Later, we met with many of the city commissioners, showed them our neighborhood and walked to the project, pointing out our concerns. Instead of meeting with us, the mayor suggested that we meet directly with the attorney for, and a representative of, the proposed project. Dr. and Maureen Weiss graciously opened their home for the meeting. Concessions were pitched back and forth, each side conceding, compromising. Though we all left with the belief the project would go forward, with the concessions each pledged- to be put in writing once they got to presenting the project to the mayor and commissioners.
Waiting for the final project to be presented, we learned that the property had been sold, from the local consortium to an out of state group. Next, we were notified that the new group would be seeking the city grant an expansion from the original 10 unit per acre allowance to18 units per acre.
As a native of this area, I am horrified driving down N Clyde Morris Blvd. from Granada into Daytona. Worse is Williamson from Granada to Mason Avenue. No doubt these never-ending apartment complexes generate increased revenue for each's respective cities or the county. But at what cost? I have not spoken with one person who believes they aesthetically add to the community. I fear our elected public servants look at the tax base revenue generator and succumb, rarely foreseeing or admitting the loss, the strain on water supply, the increased traffic congestion, let alone "preserving our community".
Moss Point still has many of the original land purchasers who built their dream home at their dream location, based upon an original pledge that the surrounding areas were restricted to certain growth.
Sometimes I get concerned, as the farthest west developments that will be severely impacted by any extension of this project, we are out of sight, out of mind!
Those of us who remain in these exterior developments have demonstrated we are here for the long haul and because our land, with its attributes of peace, tranquility, and an abundance of wildlife I now get to show my grandchildren, having done the same with their now mom and dads, deeply means something to us.

Respectfully , Michael Lambert
20 Moss Point Drive
Ormond Beach, Fl.

From: richard weiss
To: Spraker, Steven
Subject: TYMBER CREEK APARTMENTS
Date: Sunday, November 13, 2022 1:49:26 PM
Attachments: letter concerning Tymber Creek.docx

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I am enclosing the letter that I want to share with the Planning Committee. Thank you for your help and please let me know that you have received this email and it can be shared as is.
Sincerely,
Richard Weiss, MD

From Richard Weiss, MD
12 Moss Point Drive, Ormond Beach, Florida 11/13/2022

To Planning Department Ormond Beach
Concerning Tymber Creek Apartments

This letter is written regarding the request to expand the Tymber Creek apartment project from 10 units per acre to 18 units per acre allowing for an 80 % increase in the population density as well as allowing for a similar increase in the total number of residents. The builder is entitled to build 10 units per acre as the land was zoned for this number. Building more than this would require an exception to the current zoning and will result in a major impact on the residents of this area. It is the ***exception*** we object to. The reasons are the following:

1: I am a hematologist and oncologist who has practiced for 37 years in this area. Our emergency rooms are filled, hospital beds are not always available and access to physicians in a timely manner is increasingly difficult. This is not just an inconvenience but can potentially be life threatening. You need to make sure that the growth in the population is accompanied by a commensurate growth in the medical community as well. Please do not increase the number of residents in the area without an adequate infrastructure as it is not safe.

2: Most of us moved here to live in a small community and avoid the high population densities of the larger cities. Bringing in large numbers of new residents in Ormond Beach will undermine this and is supported primarily by the few who will make profit and generally opposed by the vast majority who want to live in a more open space. Allowing this to happen is not planning but acquiescence. Please help find a happy medium.

3: The animals: they cannot speak for themselves, yet they gift us their presence. I do not see deer, turkey, turtles and the myriad of other species in our large cities. Let us avoid this becoming our legacy.

If we do not limit the population growth in Ormond Beach now, we will not be able to undo the consequences in the future.

Thanks for listening and sincerely,

Richard Weiss

From: John Dietz
To: Spraker, Steven
Cc: Dietz Cheryl
Subject: Opposition to Proposed Tymber Creek Apartment Project
Date: Sunday, November 13, 2022 11:54:30 AM

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Good morning Mr. Spraker,

The purpose of this letter is to express our concern and opposition to the proposed Apartment Development project at the NW corner of Tymber Creek and Granada Blvd. in Ormond Beach, Fl.

As longtime residents of Ormond Beach, living in the Moss Point SubDivision, we have enjoyed a very nice quality of life including privacy, reasonable traffic, safety and abundant wildlife in our surrounding acreages. Additionally, we have benefitted from the local commerce and controlled / managed growth that has occurred during the last 10+ years.

We are not against managed growth! **We are are very concerned that there is consideration to raise the existing unit per acre guidelines** and potentially grant exemptions to the developer. The developers in Ormond Beach and nearby Daytona have a right to build within existing guidelines, and they are currently adding thousands of units in the surrounding area. Please don't increase the number of Units per acre allowed.

To increase the number of units per acre at the Tymber Creek Apartment project would be in direct conflict with the controlled / managed growth program that has been successfully in place for years. Although there are many negatives to increasing the units per acre we will just cite one, **traffic flow and safety near the Tymber Creek and Granada intersection, and subsequent eastbound Granada traffic congestion.**

This is already a known problem during rush hours, particularly in the mornings. It is difficult to drive out of our housing development onto Tymber Creek southbound in the mornings because traffic is frequently backed up from Granada northward all of the way to the lights at the entrance to Break Away Trails. Frequently southbound cars on Tymber Creek that want to turn left onto Granada and head eastbound are instead driving through the intersection and cutting through the neighboring strip mall and skipping the Tymber Creek turn lane altogether! What would several hundred additional cars do to this already congested intersection?

We have pictures of the traffic backed up to the Break Away trails intersection that we will be glad to share with you. Please do not increase the 'units per acre ordnance' that currently is in place to manage our growth properly.

Kind regards, John and Cheryl Dietz

From: Julie and Ken Sipes <cando2ormond@gmail.com>
Sent time: 11/09/2022 01:28:21 PM
To: Spraker, Steven
Cc: Persis, Susan
Subject: Tymber Creek Apartments SPRC Comment

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Please include these in the Planning Board packet:

This project is not compatible with the neighboring subdivisions.

The land development code allows for only 164 units, and any increase in density will be detrimental to the quality-of-life for the surrounding area's residents.

The traffic issue will become horrendous with people racing through the Walgreen's parking lot, making U-Turns in all directions on Granada Blvd., especially with the heavy school traffic in this area (from Riverbend, Calvary, Pathways, Pine Trails).

With the creeks and rivers, flooding concerns also remain an issue for this area.

This is not the right project for this area. We ask that it be rejected.

Ken and Julie Sipes

From:	Deb W <debweinbergfl@gmail.com>
Sent time:	11/07/2022 04:36:36 PM
To:	Spraker, Steven
Subject:	RE: Tymber Creek Apartments (PZ-22-008) - Include in Submission

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Dear Planning Board Members:
We are writing as we will be out of town on 12/8/22 when this meeting will take place.

We are asking the OB Planning Board members to deny this apartment project in its current form. Before granting variances to a developer please remember the current residents who live in the area and how this will affect their lives. Evaluate all new projects to ensure our last remaining green spaces are not over built, our roads & schools are not overloaded, and that infrastructure is in place before allowing a project to begin.

As you are all aware the traffic @ Tymber Creek and Granada is already problematic during school and rush hours. There are multiple new approved housing projects that will use this road. Many are ongoing and some (Marshside) have not started & are not part of the Traffic study (and will not be for years.) Aside from the traffic, the wear & tear on our roads, schools, water usage, flooding & the many issues that result in a project of this scale being built on this lot.

Adjacent to Ormond are thousands of new apartments that have been built. Large apartment complexes on Williamson, LPGA, Clyde Morris. All indirectly putting pressure on the resources that we who live in Ormond Beach are affected by daily.

We understand the need to allow new projects, but this is the type of project that should NOT be approved. This land should be bought back by either Ormond Beach or the State of Florida.
In our opinion, in order for Ormond beach to continue to be a desirable place to live not every project needs to be approved or every piece of land be developed. An Apartment complex of this size in this location does not benefit any resident that currently lives in this area.

Please take these concerns in your decision before you allow this project to move forward.
Please ask yourselves this simple question: Will this project enhance the quality of life for existing residents?

Debra & Matt Weinberg
2341 Lipizzan Trail
Ormond Beach
386-405-0866

Received 11.07.2022 – From Ron Hoopper

Planning Board

Tymber Creek Apartments

The property now is zoned for 164 units per acre. The density of which should not be increased.

What is best for residences of Ormond Beach especially West of I-95?

If the City's Land Development Code allows for 164 now, then why would and increase be of any value to the residence of Ormond Beach? Greater density is NOT what residence want nor need. This policy decision to increase the density should not be approved. Density has been discussed many times concerning Ormond Beach and it is something few people want.

The owner of the property knew what the Ormond Beach zoning is for this area. There should be NO expectations that the number of units/density should be approved.

This area on the north side of Rt.40 and west along nearby Tymber Creek Rd. have defined established neighborhoods. Residence bought their homes knowing of the present zoning of the property in question. They did not expect that a developer would ever want to increase the density more than doubled the allowed units.

Although these apartments have been referred to by the developer as "luxury apartments", they are no difference then any of the apartments that have been going up in Daytona Beach near Ormond. You can put lipstick on a pig, it's still a pig.

Ingress and egress for the proposed apartments are the same for Walgreen's, off of Rt 40. When people leave this area, they go west onto Rt 40 then, if they need to go into Ormond Beach/I-95 they must make a U turn on Rt 40 approx. 1/10th of a mile from Walgreens. The U turn is in front of Riverbend Academy which has approximately 310 students from preschool to 12th grade. With the continuing

increase in traffic now and especially future traffic from Avalon Park, it makes no sense to approve greater density in this area and create more traffic congestion.

There are traffic issues from Tymber Creek Rd to I-95. Study By FDOT recognized another needed traffic light.

The present design of Rt 40 is not prepared for this increase of density and would need considerable upgrades/redesign first and foremost.

Although there is no proposed ingress/egress onto Tymber Creek Rd all one has to do is travel through Walgreens parking lot to use Walgreen's ingress/egress. That is planning at its worst.

Obviously, the design shown on the site plan leaves little distance between 3 story unit buildings and Indian Springs community.

I believe Ormond Beach can and should do better then to approve more density, greater traffic congestion, possible loss of home values near the area and start to become and extension of Daytona Beach. Requests do not always have to be approved when in good conscience it is in the best interest of Ormond Beach and residence in the area not to approve this request.

From:	Lauren Campbell <laurann06@gmail.com>
Sent time:	11/07/2022 11:40:58 PM
To:	Spraker, Steven
Subject:	IMPORTANT- Quality of life in Ormond Beach

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Mr. Spraker,

I ask you to take this email seriously. As I am not the only person with the same concern. Ormond Beach cannot handle anymore traffic or people moving in. We need to keep our community "Ormond Beach" not a destination for people moving from other states. It is with great concern that I write to you because, as a native, I've seen so much change within the last 20 year.s And I have 35 years within this beautiful place. Granada cannot handle the traffic. Please stop with more apartments. Keep our wetlands and wild animals safe from new construction. WHERE ARE THE ANIMALS SUPPOSED TO LIVE? Growing the town larger will not do us justice, nor the animals, and the population will turn into a mini Miami. Or worse, a Daytona Beach city corner.

My true message is as follows. PLEASE CONSIDER THIS AS A GREAT CONCERN TO ALL ORMOND BEACH RESIDENCE!

My most sincere gratitude,

Lauren Campbell
29 Oak Ave, Ormond Beach

Planning Board Tymber Creek Apartments The property now is zoned for 164 units per acre. The density of which should not be increased.
What is best for residences of Ormond Beach especially West of I-95? If the City's Land Development Code allows for 164 now, then why would and increase be of any value to the residence of Ormond Beach? Greater density is NOT what residence want nor need. This policy decision to increase the density should not be approved. Density has been discussed many times concerning Ormond Beach and it is something few people want.
The owner of the property knew what the Ormond Beach zoning is for this area. There should be NO expectations that the number of units/density should be approved.
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recognized another needed traffic light.
The present design of Rt 40 is not prepared for this increase of density and would need considerable upgrades/redesign first and foremost. Although there is no proposed ingress/egress onto Tymber Creek Rd all one has to do is travel through Walgreens parking lot to use Walgreen's ingress/egress. That is planning at its worst.
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I believe Ormond Beach can and should do better then to approve more density, greater traffic congestion, possible loss of home values near the area and start to become and extension of Daytona Beach. Requests do not always have to be approved when in good conscience it is in the best interest of Ormond Beach and residence in the area not to approve this request.

From:	Renata Rosander <realtorrenata1@gmail.com>
Sent time:	11/03/2022 01:44:01 PM
To:	Spraker, Steven
Subject:	Tymber Creek Apartments

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Dear Planning Board & City of Ormond Beach:

Please please please do not allow these apartment buildings in our backyard. We are homeowners in Tymber Crossings and our quality of life is already taxed with all the development in Hunters Ridge. Now City Council approved nother 129 homes on Airport Road and Tymber Creek. If anyone on the planning board lives off Tymber Creek road you would see that it takes 30 min to go 2 miles to get to 95 in the morning. There is just no way the intersection of Granada and Tymber Creek can safely handle more traffic. We all bought west of 95 purposely to stay away from rental apartments.

Here are some of the issues

1. Building on the wetlands (yes the out of town developers mitigated the wetlands), right on the little tomoka river, we just had significant flooding, not to mention the chemical runoff from the landscaping straight into the river. Keep those wetlands clear to protect our homes from flooding, wildlife and water quality.
2. Horrible location planning for apartments. They are proposing the apartments share an exit with Walgreens. The renters will need to go west on Granada and make a U-Turn right at the Riverbend church/school exit (which is busy in the mornings), in order to access 95, town and shopping. There will be accidents as approximately 800 cars will be making U-Turns in the morning right where the school's exit is with hundreds of cars as well. Sunday is also extremely busy for Riverbend Church exit.
3. The people in the apartments will naturally become frustrated waiting to cross Granada to make a U-Turn on their way to work and will cut through the Walgreens parking lot to use Tymber Creek to turn left. This will make road rage as residents off Tymber Creek road that back up waiting 20 min + to make that turn will not want to let people cut in from the Walgreens parking lot. It just makes for an angry start to the day and an unhappy community all around.
4. We are a Single Family Home community! Our area is already stressed and there are more single family homes already approved (Tattersall/Avalon/HuntersRidge) that will significantly strain our clean water availability and the Traffic will be horrendous. We do not need or want apartments!

As a Realtor, I understand the owners from St Augustines have rights but not for apartments. Please do not approve this! If they want to use the land for a strip mall/businesses that makes a little more sense as long as it's not on wetlands and a much smaller footprint. Along the river there should be protected.. Our property taxes just went up and now developers want to also take away our quality of life and create guaranteed dangerous driving for all of us including the prospective tenants. Leave the apartments west of 95. I'm on our HOA board and neighbors are seriously discussing moving as a result of the apartment buildings. Look at Port Orange as an example and trust your gut and please vote no.

Thank you,

Renata Rosander and Geraldine DiRodio
Realty Pros Assured
Mobile:386-316-8041
https://www.renataongranada.com/

From:	Kelly Filasky <homedrawsplus@yahoo.com>
Sent time:	11/02/2022 02:24:37 PM
To:	Spraker, Steven
Subject:	Tymber Creek Apts

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Hello Mr. Spraker,
I am writing in regards to the proposed apartments off 40 and Tymber creek road. I am resident of Tymber Creek and find the traffic Already horrible. I cannot fathom what this road will look like when more apartments go in. Sometimes (no kidding) it has taken me 15 minutes just to go 2 miles during school hours. I would like to voice my concern and ask that this complex be axed. I feel like I have been hearing about these apartments for years now?
Thanks for listening,
Kelly Filasky
Sent from Mail for Windows

From: mary newsome <bloodymaryjn@yahoo.com>
Sent time: 11/02/2022 11:27:53 AM
To: Spraker, Steven
Subject: Tymber creek apartments

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I am a definately NO vote on this. Our traffic is already horrendous Can’t see 600 more cars getting in the mix (assuming 300 units with 2 cars each) Can’t they build north off US 1?

Sent from Yahoo Mail for iPhone

From: Troy Railsback <troyrailsback@yahoo.com>
Sent time: 10/02/2022 09:57:47 PM
To: mark.watts@cobbcole.com; Garrison McMillan <gmcmillan@tellus-partners.com>; Harry Newkirk <harry@newkirk-engineering.com>; Gary Von Glinow <gvg50@aol.com>
Cc: Spraker, Steven; Michael Gentry <mgentry408@gmail.com>; Steve Curtis <steve.curtis@safstor.com>; Jonathon Schrader <jschrader@tellus-partners.com>
Subject: Re: Tymber Creek Apartments

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Michael,
Thank you for passing along the information and keeping the group input/feedback/responses regarding Indian Springs HOA and more specifically a few of our Indian Springs Property Owners who will be adjacent to the development.

Garrison/Harry/Mark,
Thank you for your gracious efforts in incorporating the Indian Springs HOA's input/requests into this iteration of your site/development(s) plans.

The main focus and open item for me is the traffic impact to the current HWY 40 layout just west of the ingress/egress of your development, and more specifically the lack of turn lanes into our development (Indian Springs) as well as the Coquina Presbyterian Church (just west of your property and the Jaffee parcel on HWY 40) and Il Villaggio (just west of Indian Springs). I will continue to highlight this flaw in the current HWY 40 layout, that will become dangerously/fatally more evident with the traffic impacts of you parcel's requested use at a significantly higher density than zoned/planned. Walgreens has a turn lane (as will you in conjunction with the ingress into your parcel). Breakaway Trails has a turn lane and so does Hunter's Ridge. If having turn lane to ingress into the Tymber Creek Apartments is important and vital to traffic flow into the apartments, then the same should apply for mitigating egress traffic from a significantly higher density use than zoned/planned. Yes it has been mentioned that a longer turn lane(s) (for U turns) will very likely be part of the upgrades to HWY 40, but the weaving drivers and traffic congestion of the egress traffic from Tymber Creek Apartments mixed with Traffic Flow coming west on HWY 40 from the light at Tymber Creek Road will result in distracted, speeding, annoyed drivers (at speeds of 50+ mph) significantly more opportune to be stalled in focus of vehicles slowing down to less than 20 mph to exit HWY 40 to ingress into those above mentioned entrances without turn lanes. So my ask is that you are an advocate/good steward/supporter (vocally and financially?) of the City and State making these suggested improvements (turn lanes into those above mentioned entrances without turn lanes). Please know that Indian Springs did have a turn lane in the past, however traffic into our development and more importantly traffic on HWY 40 has significantly increased.

Steve (Spraker),
The previous paragraph is something that I would like to discuss with you further when the opportunity presents itself in the very near future. I also would like for it to be part of the note(s) reviewed by the Planning Board/Commission/Other Reviewers.

All,
Please do not hesitate to call me on my cellphone (321-663-7301) to discuss further. More later…

Troy Railsback
Southern States Management Group | SSMGFL.com
Southern States Realty Services | SSRealT.com

On Monday, September 26, 2022 at 02:04:57 PM EDT, Gary Von Glinow <gvg50@aol.com> wrote:

Garrison,

I agree that you and your team have delivered a plan concept that we all hope mitigates the concerns neighbors voiced in August. By staking the buildings and road, a proof of concept will be established.

It is my individual opinion that you have exhibited a best practice approach to interfacing with my little piece of the community impacted by your apartment development. You traveled to meet with us on our turf and walked the site with us. You and your team have proposed potential solutions to most of our concerns that on-site staking and observation could validate.

My family and I bought our house in order to spend most of our time outside surrounded by an idyllic Florida tropical forest. Any development will alter that. I sincerely appreciate your efforts to reduce the negative impact on Indian Springs. I also recognize that you will undoubtedly incur incremental costs in order to implement the revisions proposed to the original site plan. To date, my wife and I acknowledge and appreciate your willingness to work with us.

Best regards,

Gary

Sent from the all new AOL app for iOS

On Monday, September 26, 2022, 11:09 AM, Garrison McMillan <gmcmillan@tellus-partners.com> wrote:

> Harry – do we have a schedule for the field work contemplated for the surveyor? I'm happy to try and mark that wall contemplated in the site plan in addition to the bldg. corners.
> Gary – I'm not sure that balloons would give you a good representation of the height of the building elevations or not. You would have to do so on a VERY still day with no wind pollution to get the desired outcome. Let us get the staking down in the field first and discuss via an online meeting. Please keep in mind that the existing natural buffer (between the contemplated screening wall and the property line) almost all of that existing vegetation will stay and not be disturbed. We will in addition to what is already there add more rather mature (10-12 foot) EVERGREEN trees that grow upwards of 70ft to additionally screen beyond the existing vegetation that is inside that vegetation buffer. I think you will find that in no time the apartment elevations are going to be totally screened. We also have pivoted the bldgs to adjust the line of sight from the balconies with this revised site plan & added the full fence enclosure of the apartments to make sure that no trespassing is easily contemplated between the apartment tract and the Indian Springs neighborhood without scaling a fence. I hope you can see that our efforts are doing our very best to address your concerns.
> Kind Regards,
> Garrison McMillan
> 4983 New Peachtree Rd | Suite B | Chamblee, GA 30341
> d: 404.798.5974 | f: 404.393.5439
> gmcmillan@tellus-partners.com | www.tellus-partners.com
>
> **From:** Gary Von Glinow <gvg50@aol.com>
> **Sent:** Friday, September 23, 2022 3:52 PM
> **To:** mark.watts@cobbcole.com
> **Cc:** Garrison McMillan <gmcmillan@tellus-partners.com>; Harry Newkirk <harry@newkirk-engineering.com>; Steven Spraker <steven.spraker@ormondbeach.org>; Michael Gentry <mgentry408@gmail.com>; Steve Curtis <steve.curtis@safstor.com>; Troy Railsback <troyrailsback@yahoo.com>
> **Subject:** Tymber Creek Apartments
> Mark,
> I agree with Michael Gentry's email to you on September 19 regarding the latest site plan for the Tymber Creek Apartment development. Unfortunately, I didn't submit my comments to Michael regarding the site plan until the afternoon of September 19. The purpose of this email is to convey my site plan comments and requests, which I believe are consistent with Michael's.
> First, thank you, Garrison and Harry for meeting with us on August 15 at the development site and my backyard. All three of you listened to our issues and concerns and have now proposed revisions to your site plan that appear to be consistent with what we discussed. As Garrison noted in his August 18 letter to me, staking Buildings 8 and 9 will allow us "to know exactly what we are dealing with from a buffer perspective."
> Regarding the staking, I also ask that balloons or some other form of staking be used to show the actual elevation of Buildings 8 and 9. In addition, the close proximity of the Apartment road to our pool house and outdoor swimming pool, may pose significant headlight and noise (motorcycle) intrusion on us and our neighbors. Therefore, I also request that you stake the west side of the Apartment road/wall that runs parallel with Indian Springs Drive and Circle. I also wonder if the construction and materials of the proposed wall have noise reduction qualities.
> Thank you once again for listening to us and making what I hope will prove to be a significant reduction in our buffer and privacy intrusion concerns. I very much look forward to discussing the revised site plan once the above staking has been completed.
> Best regards,
> Gary Von Glinow
> 39 Indian Springs Drive
> 847-624-0619

Sent from the all new AOL app for iOS

From: Marian Marrese <m41257@yahoo.com>
Sent time: 08/18/2022 12:01:19 PM
To: Spraker, Steven
Subject: Tymber Creek Apartment Complex

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August 17, 2022

Mr. Spraker,

First, I would like to thank you for your service to our community and your consideration of this letter. I know it takes time and responsibility in achieving your goals for our community.

Secondly, I am writing this letter regarding the projected Tymber Creek Apartment complex to be located next to and behind the Walgreens on the corner of Granada Blvd and Tymber Creek Rd. I believe that this development will have a significant negative impact on the community that I and my family have lived in for over 40 years. Many of our local residents, including myself, attended the meeting at Coquina Church in June regarding this proposed complex. This development in its location and size will make our community much less safe and the traffic volume and traffic pattern will make this area dangerous, especially for school and public transportation as it was discussed at the meeting. As a result, this will make our Ormond Beach area much less desirable.

There is a saying: "**Less is More**" Regarding this development and location, I believe, **less** development results in **more** safety, **more** beauty, and a **more** eco-friendly environment. In my opinion, negating or significantly limiting this development would be the **more** responsible decision.

Please consider this when voting on the advancement of this development. Again, I would like to thank you for your time, your service and your consideration.

Sincerely,

Dr. Roxy Marrese Jr., M.D.
6 Moss Point Drive
Ormond Beach, FL 32174

From:	jimbaro2@aol.com
Sent time:	08/14/2022 12:54:12 PM
To:	Spraker, Steven
Subject:	Tymber Creek Apartment Complex

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Mr. Spraker,

My wife and I live in the Moss Point Subdivision. I attended the June meeting at the Coquina Church pertaining to the projected Tymber Creek apartment development. There are several items that were discussed at the meeting that are concerning, not the least of which is the impact to the existing residents in the area of the planned development. Most of the people have significant investments in their properties and enjoy the lifestyle we have become accustomed to over the years, which made Ormond Beach the place we decided to live and raise our families.

Another concern is the desire of the developer to increase the overall size of the project. Allowing an increased size will negatively impact the density of our area and worsen the existing traffic problems on Route 40 and Tymber Creek Road. Currently trying to make a left turn from Tymber Creek Road on to route 40 takes several traffic lights due to the back-up of traffic already existing on route 40 going east. The delays will only get worse due to the residents wanting to exit the apartment complex and go east into Ormond Beach. To do this they must attempt to cross two lanes of west bound traffic on route 40 and then attempt to make a U-turn into east bound traffic. The likely hood of accidents, injuries or worse and further back-ups is heightened.

Another person at the meeting asked the developer if they are going to manage the complex after the project is completed and for how long. The response was they would build it, manage it, and in a year sell it. That attitude does not bode well for our community. This project appears to be nothing more than a money-making proposition for the developer and a detriment to the citizens and the city of Ormond Beach.

My wife and I hope the planning board and commissioners will seriously consider studying existing options in the codes that mitigate the impact to the subdivisions that will be negatively impacted by this development. We are all caring residents of Ormond Beach and are concerned about the future of our properties, the lifestyle we have all come to love and the wellbeing of our city.

Thank you for the opportunity to express some of the concerns that we have about the proposed development.

James and Sylvia Barocas
16 Moss Point Drive

From: Gary Von Glinow <gvg50@aol.com>

Sent time: 08/11/2022 11:06:11 AM

To: scurtis@charleswayne.com; mgentry408@gmail.com; troyrailsback@yahoo.com; mark.watts@cobbcole.com; gmcmillan@tellus-partners.com; harry@newkirk-engineering.com; regina.epple@cobbcole.com; nika.hosseini@cobbcole.com; mimivon@aol.com; Spraker, Steven; Allen, David; Culliver, Cara

Subject: Fwd: Tymber Creek Apartments

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* CORRECTED COPY*

This corrected copy replaces the one I sent last night and includes the removal of the sentence fragment between Sections B and C, and placing it where it belonged as highlighted in A.8. This is the only change. Sorry for any inconvenience; and thank you for taking the time to read this.

Gary

-----Original Message-----
From: Gary Von Glinow <gvg50@aol.com>
To: steven.spraker@ormondbeach.org <steven.spraker@ormondbeach.org>; david.allen@ormondbeach.org <david.allen@ormondbeach.org>
Cc: scurtis@charleswayne.com <scurtis@charleswayne.com>; mgentry408@gmail.com <mgentry408@gmail.com>; troyrailsback@yahoo.com <troyrailsback@yahoo.com>; mark.watts@cobbcole.com <mark.watts@cobbcole.com>; gmcmillan@tellus-partners.com <gmcmillan@tellus-partners.com>; harry@newkirk-engineering.com <harry@newkirk-engineering.com>; regina.epple@cobbcole.com <regina.epple@cobbcole.com>; nika.hosseini@cobbcole.com <nika.hosseini@cobbcole.com>; cara.culliver@ormondbeach.org <cara.culliver@ormondbeach.org>; mimivon@aol.com <mimivon@aol.com>
Sent: Wed, Aug 10, 2022 6:21 pm
Subject: Tymber Creek Apartments

Dear Steven and David,

First and importantly, thank you for the time you spent meeting with Steve Curtis, Michael Gentry and me at the north cul de sac of the Indian Springs subdivision. Both of you listened very attentively to our comments and concerns and then viewed the developer's property from our backyard and property line.

From a sight line and privacy perspective, my house at 39 Indian Springs Drive is, by far, the most directly impacted, in any subdivision, bordering the proposed apartment development.

Steven, you met with my wife and I several times in your office when the Jaffe Corporation proposed development of the Tymber Creek property. Our questions and potential concerns at that time remain the same regarding the impact on our property, since the current proposal appears identical to the Jaffe proposal regarding location and configuration of the proposed apartment buildings.

The purpose of this letter is to provide some information about my wife and I, and how we came to buy 39 Indian Springs Drive, to express general support for the use of the land behind us, and to list questions, concerns, and immediate requests regarding certain features of the proposed development.

Relevant Background

My wife and I are retired. We will celebrate our 40th wedding anniversary later this year.

For many years, we spent our vacations in or around the Cocoa Beach area. In January 2017, we started our search for a VRBO rental and found everything was booked and, at the last minute, a house on Halifax Avenue in Ormond Beach had a cancellation, and we rented it for 2 months. We had never heard of Ormond Beach.

We fell in love with everything about Ormond Beach. When our lease expired, we rented a condo on the river, began our search for a permanent home, and bought 39 Indian Springs Drive on 6/30/17. We moved in with no furniture...nothing. Later in the year, we sold our house in Lake Forest, IL and physically moved our household. Like many others, our only regret is that we didn't find Ormond Beach sooner.

We have two grown daughters, both are married, both own businesses with their husbands that allow them to work at home, and both have 2 children under the age of 4. One lives in Chicago, and the other in Brooklyn.

We bought 39 Indian Springs Drive specifically because it was configured to easily house our daughters and their families for weeks at a time. As parents and grandparents, we wanted to entice them and our grandchildren to visit often. Last month, both girls and their families spent nearly two weeks with us and one family is returning on August 22nd for a weeks' stay.

Our House

The developer's plans show the corner of our main house, but not the pool and enclosure immediately behind our main house, nor the pool house immediately behind our pool enclosure. Our pool house is the closest structure to our property line and, therefore, closest to the proposed apartment buildings. I have mentioned correcting the misleading depiction of our structures on the developer's plans to both developers or their agents, with no response.

The builder of several homes in Indian Springs, built our house for himself and his family in 2008. They lived here for many years. Naturally, he positioned the house on its property and designed the rear of the house, pool, and pool house to have optimal views of the forest and vegetation now occupying the developer's land behind us. For example, our master bedroom is located at the rear of our house, with sliding doors to the lanai and pool, and a 9' x 7.5' single pane window that faces the developer's property and is the closest portion of our main house to the developer's property.

The Proposed Development

While we had been told by our realtor that the forested land behind us "could never be built on," we also agree that ignorance is no excuse for objecting to the proposed development. In fact, we support the land use for this development and the proposed number of rental units. And, we think the illustration of the proposed buildings are attractive.

Compatibility Concerns and Requests

First, I have no experience in contracting to build a structure of any kind. I don't know how to read the plans that the developer is required to provide us. On the other hand, I challenge any experienced builder, or even a registered surveyor, to use the plans provided to us and, without a GPS or other CAD/CAM aid, to walk out into the forested land to be developed and stake the corners of Buildings 8 and 9.

A. Privacy - We want the impact on our privacy (sight lines, sound, etc.) to be mitigated. The specifics of that mitigation request can be provided only once the following actions are completed:

1. The location of building 8 and 9 are staked with materials that are visible from our property line. The stakes should show buildings directly behind the entire width of our property line.
2. Poles or other identifying objects are positioned to show the height of the 2nd and 3rd floor balconies directly behind the entire width of our property line. Please note: the land on which Buildings 8 and 9 are to be built is significantly higher than our property.
3. New, bright-colored ribbons are placed and visible on all trees that will be removed behind the entire width of our property line. Ribbons originally placed years ago by the Jaffe Corporation have faded or are not visible today.
4. Landscaping - Steven, you mentioned that a landscape designer employed by the city could meet with us to examine and assess current and planned vegetation. I would appreciate it if you would provide me the name and contact information for this landscape designer, or alternately provide my contact information to that person. Landscaping mitigation is particularly crucial to us since much of the current vegetation on the developer's land between our property line and the approximate location of Buildings 8 and 9 is quite short (a few feet high) compared to other areas of the developer's land.
5. Stakes or other objects are placed such that can be seen from our property line along the apartment road beginning prior to the curve around the corner of Building 9 and continuing for the width of our property line. In addition to sound intrusions, we are interested in assessing the impact of vehicle headlights on our property.
6. Parking - Stakes or other objects are placed on all parking spaces, planned and approved (including those not being built by this developer) that face our property line.
7. Configuration of Buildings - The current developer purchased the land and decided to propose the same configuration of buildings as the Jaffe Corporation. I ask that the developer consider positioning Building 8 in a manner that would significantly reduce its undesirable intrusion on our privacy.
8. Urgency - We requested most of the above in person with an employee of the Jaffe Corporation. On June 8, 2022, I made a similar request (primarily focused on 1 and 2 above to an agent of the current developer. My concern is that any delays by the developer in fulfilling our request might prevent us or anyone else from intelligently and thoroughly assessing the impact of this development on the community and its residents and

making that assessment and related mitigation requests known to the developer and those officials who are responsible for reviewing and approving/revising the developer's proposal. In other words, delay or non-compliance with our requests helps the developer and harms impacted Ormond Beach residents. And worse, may prevent approving authorities and commissions from making fully informed decisions.

9. Photoshop technology exists and is available to the developer and, perhaps the City's landscape designer, to provide us with a best effort picture of the impact of the proposed development with and without mitigation. As the owner of the house that is significantly impacted by privacy concerns resulting from the developer's current proposal, I request this support to be provided to us well in advance of any official meeting to review or approve the developer's proposal.

B. Security and Sound - While we view 600+ tenants in 300 units as validation of our decision to decide to live west of Interstate 95, common sense also suggests that density increases the need for increased security. Indian Springs homeowners have suffered break-ins and burglaries in the past. The HOA took steps to increase our security by causing our subdivision to be gated 24/7. The developer's land has provided a natural barrier on our East side.

The construction of a wall or other barrier between the proposed apartment buildings and Indian Springs would strengthen security for all homeowners and tenants and could also provide a sound buffer. My wife and I strongly endorse and support the requests of Steve Curtis and Michael Gentry regarding the need for an effective wall barrier.

C. Traffic Safety - It appears to me that the current developer purchased the land and is proceeding with basically the building plan as was proposed by the Jaffe Corporation. On June 8, 2022 at the meeting at the Coquina Church, I was shocked to learn that the only significant change to the Jaffe plan was to eliminate access to the apartments by tenants from Tymber Creek Road and to require all ingress and egress of tenants to occur west of the Walgreens access on Granada.

I do not understand the reason or benefit of this change or what problem it is attempting to solve. As a reasonable person, causing some large portion of 600+ cars from the apartments to join 100+ parents delivering their children to the Little Blessings School, and hundreds of other parents delivering their children to River Bend Academy within a few hundred linear feet while semi-trucks and other vehicles are joining this same linear space at high speed on Granada through the Tymber Creek intersection is a recipe for disaster. Obviously, FDOT has the expertise to evaluate this and if they approve this without some serious changes to the roadway, I must accept their decision.

What I am requesting now is a written or oral presentation by the developer that describes the reasons and rationale for this dramatic change to the Jaffe proposal.

As I look over the length of the above, one could conclude that my wife and I are strongly opposed to this development. That conclusion would be wrong.

We are generally supportive of growth and development west of I95, and we are specifically in favor of the 300 unit apartment complex that is proposed. Once our requests are met in A and B above, I expect that reasonable mitigation requests arising from a more transparent assessment of the developer's proposal can be agreed upon by all parties.

Finally, I have found this process very frustrating and ineffective due to communication requirements to which developers must comply. A sheet slightly larger than 8.5” x 11”, depicting the location of proposed buildings on forested land covering multiple acres, is not very informative or user friendly for a typical resident. In this situation, knowledge and information equates to power. The information requirements placed on a developer seem to tilt the power equation strongly in favor of the developer. The resident is left largely in the dark, in my opinion. Most of my requests above are my attempt to achieve transparency, a balance of power, and shared facts and information as a basis for reaching agreement on reasonable mitigation solutions.
****

Steven please forward this to whomever you feel is appropriate. I apologize for the length of this note, but felt it was necessary to err on wordiness for those that have never been to our house.

Best regards,

Gary C. Von Glinow
39 Indian Springs Drive
Ormond Beach, FL 32174
phone: 847-624-0619

From: mgentry408@gmail.com
Sent time: 08/08/2022 10:00:45 AM
To: Spraker, Steven
Cc: scurtis <scurtis@charleswayne.com>; Gary Von Glinow <gvg50@aol.com>; Troy Railsback <troyrailsback@yahoo.com>
Subject: Tymber Creek Apartment Complex Proposal

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr. Spraker,
Upon review of the latest submittal of the Tymber Creek Apartment complex, I was surprised and disappointed. I attended the Neighborhood meeting at Coquina Church in early June which crystalized the concept of the project. Most of the comments were concerning traffic, safety, security, aesthetics of the area and the footprint of the Complex. After the meeting I spoke with both Marc Watts, Attorney for the developer and Garrison McMillan, the developer. I expressed safety concerns with the property being within a few feet of two homes in our development and my desire for a non-penetrable wall, preferably some type of block, brick at least 8' tall. I also invited Garrison to come walk through our development and see firsthand the next time he was in town. It may be he has not been back to Ormond Beach since the meeting, but I have not heard from him or any member of his team. While I felt he understood my concerns about separation and he indicated he would talk to his team about a fortified wall, the concept of a 6' vinyl white fence is egregious to me and erodes any confidence in addressing other concerns voiced by residents during the meeting.
It is interesting the desire to be "good neighbors" was mentioned multiple times. Yet, when Mr. McMillan was asked his company's intentions, he replied they intend to build it, get it leased, operate it for one year and sell it. This leads me to conclude being a good neighbor only applies to getting approval in a manner which is beneficial for Tellus Partners to sell for an acceptable profit and leave the balance of the "good neighbors" to deal with traffic, safety, security and aesthetics beyond a couple of years.
At this point after reviewing the plans, I feel at a minimum the developer should construct a wall of block or brick at least eight foot high on top of the retention wall they show in the schematic around the property and in all other areas along the property line as required to provide an adequate barrier. This would at least provide a level of separation and security from Indian Springs and the Little Blessings School and Coquina Church which also is adjacent to the property. Additionally, I would require the Developer to reposition Building Nine and arrange the balconies to the woods rather than the homes in Indian Springs and the Little Blessings School.
While I recognize the rights of the developers to build what is allowed within regulations and codes, they should not be entitled to ignore what may be more expensive, inconvenient and a significant change in the surrounding neighborhoods.
I thank you for the opportunity to submit my primary concerns and suggestions on this project.
Sincerely,
Michael Gentry
10 Indian Springs Drive
Ormond Beach, FL 32174
Michael Gentry
Email mgentry408@gmail.com
Cell 386-405-8632

From: Spraker, Steven
To: City Clerk
Subject: Re: I concur with this Ormond Beach Taxpayer/Resident/Voter
Date: Monday, June 13, 2022 9:58:31 AM
Attachments: image003.png
image003.png

Thank you

Sent from my iPad

> On Jun 13, 2022, at 9:53 AM, City Clerk <cityclerk@ormondbeach.org> wrote:
>
> I believe this gets sent to you.
>
> <!--[if !vml]--><!--[endif]-->
> **Ashley McLoughlin**
> **Administrative Assistant, City of Ormond Beach**
> 22 South Beach Street, Ormond Beach, FL 32174
> Main: (386) 677-0311 | Direct: (386) 676-3331 | Fax: (386) 676-3330
> Ashley.McLoughlin@ormondbeach.org
> www.ormondbeach.org
>
> **From:** Amy Sandler <amysandler72@yahoo.com>
> **Sent:** Sunday, June 12, 2022 9:47 AM
> **To:** City Clerk <cityclerk@ormondbeach.org>
> **Subject:** I concur with this Ormond Beach Taxpayer/Resident/Voter
> **[External Email-Use Caution] - OB/IT Helpdesk**
>
> "Regarding the pending Tymber Creek Apartments project, please do not approve the developer's request for an increase from 10 units to 18 units per acre.
>
> The absolutely ridiculous and extremely dangerous traffic pattern the developer has planned for the approximately 500 - 600 cars exiting the apartments, going west on 40 and making a U-turn to come back east, combining that with the heavy traffic issues we presently have is a disaster waiting to happen. Our neighborhoods west of 95 are made up of single family homes.
>
> A three story, 300 unit apartment building is not compatible with the area. Please vote nay and represent the citizens of Ormond Beach rather than an out-of-town developer who could care less about the residents living here or the mess he will leave after cramming as many units and people and cars he can into a piece of property smack dab in the middle of our community. Thank you
>
> Sent from my iPad

From: Partington, Bill
To: Shanahan, Joyce; Whitley, Claire; Hayes, Randy; Spraker, Steven
Subject: Fwd: Tymber Creek Apartmets
Date: Sunday, June 12, 2022 10:13:30 AM

Bill Partington
Sent from my iPhone

Begin forwarded message:

> **From:** V Kester <kester41@gmail.com>
> **Date:** June 12, 2022 at 9:55:33 AM EDT
> **To:** "Partington, Bill" <Bill.Partington@ormondbeach.org>
> **Subject: Tymber Creek Apartmets**
>
> **[External Email-Use Caution] - OB/IT Helpdesk**
> Regarding the pending Tymber Creek Apartments project, please do not approve the developer's request for an increase from 10 units to 18 units per acre. The absolutely ridiculous and extremely dangerous traffic pattern the developer has planned for the approximately 500 - 600 cars exiting the apartments, going west on 40 and making a U-turn to come back east, combining that with the heavy traffic issues we presently have is a disaster waiting to happen. Our neighborhoods west of 95 are made up of single family homes. A three story, 300 unit apartment building is not compatible with the area. Please vote nay and represent the citizens of Ormond Beach rather than an out-of-town developer who could care less about the residents living here or the mess he will leave after cramming as many units and people and cars he can into a piece of property smack dab in the middle of our community. Thank you.
> Victoria Kester
> Breakaway Trails resident
> Sent from Mail for Windows

From: Partington, Bill
To: Shanahan, Joyce; Whitley, Claire; Hayes, Randy; Spraker, Steven
Subject: Fwd: Apartments:
Date: Friday, June 10, 2022 10:57:11 AM

Sent from my iPad

Begin forwarded message:

> **From:** Barry Miller <millerpsu66@icloud.com>
> **Date:** June 10, 2022 at 10:12:01 AM EDT
> **To:** "Partington, Bill" <Bill.Partington@ormondbeach.org>
> **Subject: Apartments:**
>
> [External Email-Use Caution] - OB/IT Helpdesk
>
> Let's not start building more apartment complexes in Ormond. Traffic is awful already. Putting apartments on Tymber Creek will only add to the congestion that's already bad. Have the courage to say no to more building in the Tymber Creek area. Thank you. Barry Miller
>
> Sent from my iPhone

From: Partington, Bill
To: Shanahan, Joyce; Whitley, Claire; Hayes, Randy; Spraker, Steven
Subject: Fwd: Tymber Creek Apartments
Date: Friday, June 10, 2022 3:48:50 PM

Sent from my iPad

Begin forwarded message:

From: mclarnanrio316@cs.com
Date: June 10, 2022 at 3:47:43 PM EDT
To: "Partington, Bill" <Bill.Partington@ormondbeach.org>
Subject: Tymber Creek Apartments
Reply-To: mclarnanrio316@cs.com

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

Hello Mayor Partington

Regarding the pending Tymber Creek Apartments project, please do not approve the developer's request for an increase from 10 units to 18 units per acre. The absolutely ridiculous and extremely dangerous traffic pattern the developer has planned for the approximately 500 - 600 cars exiting the apartments, going west on 40 and making a U-turn to come back east, combining that with the heavy traffic issues we presently have is a disaster waiting to happen. Our neighborhoods west of 95 are made up of single family homes. A three story, 300 unit apartment building is not compatible with the area. Please vote nay and represent the citizens of Ormond Beach rather than an out-of-town developer who could care less about the residents living here or the mess he will leave after cramming as many units and people and cars he can into a piece of property smack dab in the middle of our community. Thank you.
Mike & Mindy McLarnan
Tymber Creek
Ormond Beach FL

From: Partington, Bill
To: Shanahan, Joyce; Hayes, Randy; Spraker, Steven; Whitley, Claire
Subject: Fwd: Tymber Creek Apartments
Date: Friday, June 10, 2022 10:56:57 AM

Sent from my iPad

Begin forwarded message:

> **From:** Patricia Lang <outlook_58AC308E4BA1F9B1@outlook.com>
> **Date:** June 10, 2022 at 10:49:06 AM EDT
> **To:** "Partington, Bill" <Bill.Partington@ormondbeach.org>
> **Subject: Tymber Creek Apartments**
>
> **[External Email-Use Caution] - OB/IT Helpdesk**
> Pleas, please, NO MORE APARTMENTS! THIS IS SO UNNECESSARY. And both Route #40 and Tymber Creek are already overloaded with vehicles.
> Please save us from further distruction.
> Patricia and Stephen Lang
> 19 Deep Woods Way
> Sent from Mail for Windows

From: Partington, Bill
To: Spraker, Steven; Shanahan, Joyce; Hayes, Randy
Subject: Fwd: Tymber Creek Apts
Date: Thursday, June 9, 2022 9:00:10 AM

Just FYI…..

Sent from my iPad

Begin forwarded message:

> **From:** Anna Hannon <anna_hannon@yahoo.com>
> **Date:** June 9, 2022 at 8:58:25 AM EDT
> **To:** "Partington, Bill" <Bill.Partington@ormondbeach.org>
> **Subject: Tymber Creek Apts**
>
> [External Email-Use Caution] - OB/IT Helpdesk
>
> Hi Bill,
>
> I've met your dad a few times at RCOBA lunches. Nice man!
>
> We need your help going to bat for Ormond Beach residents please. Apartments are just not what we expected when we bought here west of 95. I understand the investor has the right to use it as commercial including multi family apts. But I really urge our city council to stay strong on the 10 units per acres vs the 18 they want. I think people assumed by commercial that it would be restaurants or stores that would bring convenience to our residents like the strip mall by 7-11. Hopefully they listen to your input.
>
> Cobb Cole presented the increase to 18 units per acre like it was a done deal and only when I questioned did he explain that it has not been approved yet. The city doesn't owe special preference to this out of town guy. If he bought it with 10 per acre, that's what it needs to stay at. There's no logical advantage to Ormond Beach residents to increase it. We can't make this change just to bring in more tax money. The long time residents of upscale communities deserve better consideration.
>
> Also can you find out what other properties in Ormond are at risk for apartment development so residents can be more proactive in requesting zoning changes?
>
> It doesn't seem that small town Ormond can take an uptick in density and keep Ormond as the pleasant area that it is. The expansion needs to move west rather than more density where we're already established. Our infrastructure can't take it.
>
> Not looking forward to the Regal turning into apartments either. You can hardly turn out of Publix during rush hour without significant backup on Williams. I think the consensus tonight was that the apartments being built on Clyde Morris

and Williamson makes more sense because we already think of that as commercial. It's east of 95 and it was always a known that it would be developed by commercial. The preference is always condos or townhomes over apartments.

Anna Hannon
386-383-0707

From:	mclarnanrio316@cs.com
To:	Partington, Bill; dwight.selby@ormondbeach.org; troy.kent@ormondbeach.org; Persis, Susan; rob.littleton@ormondbeach.org
Cc:	Shanahan, Joyce; Spraker, Steven
Subject:	Proposed Apartments on Tymber Creek Road
Date:	Friday, February 12, 2021 1:22:32 PM

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

Please protect neighboring communities west of I-95 and deny the Jaffe Corporation's proposed plan to build a three story, ten building, 300

unit apartment complex on Tymber Creek Road at the busy intersection with State Road 40. The City Commission considering such a large,

incompatible project in a wonderful long-established community of single family homes is questionable at best. The resulting

over-development will negatively impact traffic, the environment, water/sewer use, stormwater runoff into the Tomoka River, and compatibility

with neighboring properties adjacent to the proposed "best use of property luxury apartments" which will be exponentially worse than the

Marshside application that the city commission rejected for the same potential impacts on a much lesser scale. Thank you for denying this

proposed project.

Mindy McLarnan
Tymber Creek

From: Darla, Chipper
To: Spraker, Steven
Subject: Planned Apartments
Date: Monday, July 27, 2020 1:47:30 PM

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

Live in Tymber subdivision on Tymber Creek Road 0.5 miles from Granada and Tymber Creek Road intersection.

Mr Spraker,

I am speaking about the planned apartment building behind Wal HGreens on Tymber Creek. The planning board, in my opinion, has gone nuts with allowing unbridled growth plans all over Ormond Beach. Obviously, and sadly, palms are getting greased. Guess this must be remedied at the voting booth. I am against this apartment complex build.

Sincerely,

Darla Wickham
352 Hickory Hill Pl
Ormond Beach

Sent from Mail for Windows 10

Virus-free. www.avast.com

From: Betty Lou Geis
To: Spraker, Steven
Subject: Timber creek apartments
Date: Friday, July 17, 2020 1:00:13 PM

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

I can’t even imagine the city thinking about allowing a 300 multi family apartment complex on the corner of timber Creek and West Granada when we all know what’s going to happen two blocks down to the west with Avalon Park. What are we thinking? Granada Boulevard will become a parking lot ! Does anybody care about the quality of life in Ormond Beach anymore? I hope it comes under considerable scrutiny. Betty Lou Geis.

Betty Lou-
from my iPhone

From: Mail-service
To: Spraker, Steven
Subject: Proposed Apartments On Tymber Creek Road
Date: Monday, June 29, 2020 6:45:47 PM

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

Mr. Spraker

I ask that you do not approve the proposal for apartments at the corner of Tymber Creek Rd and Granada. The area is already overbuilt and this will do nothing to help the situation. There is no housing shortage in Ormond, but there is now an overabundance of traffic. Adding 296 apartments will likely result in an additional 500 cars on the road in this area. From the stoplight on that corner (Tymber Creek / Granada) to the east end of Granada (Rte 1) is 7 miles and there are already 17 traffic lights! That's right, 17 traffic lights! Enough is enough. It's time to come to grips with the overbuilding in Ormond and this would be a great start.

Thank you
Ron and Karen Iseman

Correspondence received after Planning Board meeting

From: Julie and Ken Sipes
To: Dauderis, Susan
Cc: Spraker, Steven; Lochert, Taylor
Subject: Petition re: Tymber Creek Apartments
Date: Friday, January 27, 2023 3:42:20 PM
Attachments: image001.png

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

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Hi Susan,

Our internet is out so the best we could do is take screenshots of the text of the petition and the current number of signers. Note, as of 3:30 pm on 1/26/2023 there were 2,333 signers.

It seems people are still signing, as at least two did within the last hour.

Again — here is the link, if you could provide this in the packet, as well, so interested parties can pull up the petition itself to review the details. It's all public.

https://www.change.org/p/the-mayor-and-city-commission-of-ormond-beach-tymber-creek-apartments

Thank you,
Ken and Julie

On Friday, January 27, 2023, Dauderis, Susan <Susan.Dauderis@ormondbeach.org> wrote:

> Good morning,
>
> We would need this as soon as possible, by end of day today, for it to be part of the packet.
>
> Thank you,
>
> Susan
>
> ---
>
> **From:** Julie and Ken Sipes <cando2ormond@gmail.com>
> **Sent:** Wednesday, January 25, 2023 5:06 PM
> **To:** Dauderis, Susan <Susan.Dauderis@ormondbeach.org>
> **Cc:** Spraker, Steven <Steven.Spraker@ormondbeach.org>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Lochert, Taylor <Taylor.Lochert@ormondbeach.org>
> **Subject:** Re: Petition re: Tymber Creek Apartments

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

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Thank you. Now with the continuance what is the timetable, and by when would you need a pdf of the petition?

On Monday, January 23, 2023, Dauderis, Susan <Susan.Dauderis@ormondbeach.org> wrote:

> Good afternoon Julie and Ken,
>
> We are unable to include this in the packet for tomorrow's City Commission meeting, as the agenda packet has already been published. However, if you provide us with a paper or pdf/electronic copy of what it is that you want provided to the Mayor and Commissioners, we will get it to them.
>
> Thank you,
>
> Susan

Susan Carroll Dauderis, MA

City Clerk, City of Ormond Beach

22 South Beach Street , Ormond Beach, FL 32174

Main: (386) 677-0311 | Direct: (386) 676-3340 | Fax: (386) 676-3330

Susan.Dauderis@ormondbeach.org

www.ormondbeach.org

From: Spraker, Steven <Steven.Spraker@ormondbeach.org>

Sent: Monday, January 23, 2023 7:15 AM
To: 'Julie and Ken Sipes' <cando2ormond@gmail.com>
Cc: Dauderis, Susan <Susan.Dauderis@ormondbeach.org>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>
Subject: RE: Petition re: Tymber Creek Apartments

Good morning,

Thank you for your e-mail. I have forwarded your e-mail to the City Clerk for the City Commission item.

Steven

Steven Spraker, AICP

Planning Director

Planning Department

22 South Beach Street, Room 104

Ormond Beach, FL 32174

Direct Line: 386.676.3341

Department: 386.676.3238

Cell: 386.366.1590

Fax: 386.676.3361

E-mail: Steven.Spraker@ormondbeach.org

From: Julie and Ken Sipes <cando2ormond@gmail.com>
Sent: Friday, January 20, 2023 7:35 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: Partington, Bill <Bill.Partington@ormondbeach.org>; Persis, Susan <Susan.Persis@ormondbeach.org>; Sargent, Travis <Travis.Sargent@ormondbeach.org>; Briley, Harold <Harold.Briley@ormondbeach.org>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Lori.Tolland@gmail.com
Subject: Petition re: Tymber Creek Apartments

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please see below the link for the petition. If you need it printed out, let us know.

If possible, please include this in the packet for the upcoming 1/24 meeting. If it is too late, then please include in the 2nd Reading packet on 2/7. (Hopefully there won't be a second reading.)

Thank you.

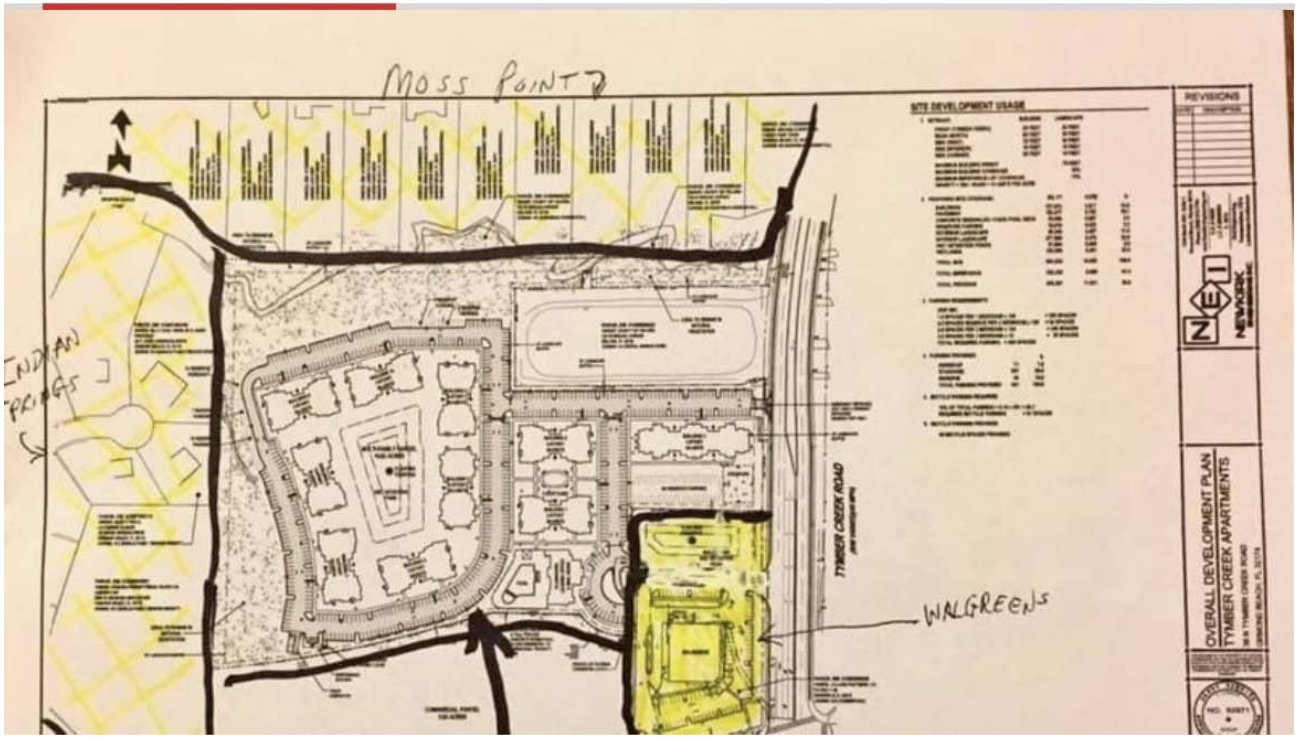
https://www.change.org/p/the-mayor-and-city-commission-of-ormond-beach-tymber-creek-apartments

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change.org

Petition details Comments Updates



TYMBER CREEK APARTMENTS

2,333 have signed. Let's get to 2,500!



Julie Sipes started this petition to The Mayor and City Commission of Ormond Beach

We have major concerns about the impact of the proposed high-density Tymber Creek Apartments located at the northwest of the intersection of West Granada Boulevard and Tymber Creek Road.

This development is not compatible with adjacent established residential areas of single-family homes and will negatively impact these property owners to the north, east, and west.

We are also concerned about the traffic from such a high-density development.

We request that the density be downsized and only single-family homes be permitted.

Furthermore, we request that Low-Impact Development principles be used, rather than wholesale clear-cutting of trees and large retention ponds. We believe it is important to preserve the natural beauty of the land.

Planning Board minutes from December 8, 2022

ITEM:

PBD 2022-008(A) – Zoning Map amendment, Tymber Creek Apartments, 2011 West Granada Boulevard and 36 North Tymber Creek Road

IV. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 9:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 9:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

V. PLANNING DIRECTOR'S REPORT

There was no Planning Director's report.

VI. PUBLIC HEARINGS

A. PBD 2022-008(A) – Zoning Map amendment, Tymber Creek Apartments, 2011 West Granada Boulevard and 36 North Tymber Creek Road

Mr. Steven Spraker, Planning Director, explained the applications for Items A and B submitted by Nika K. Hosseini, Esquire Cobb Cole Attorneys at Law, for:
(1) The zoning map amendment from Volusia County, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to Planned Business Development (PBD). The subject property is approximately 19.62 acres and is located at 2011 West Granada Boulevard and 36 North Tymber Creek Road. Mr. Spraker stated that Moss Pointe is to the north of the property and to the west of the property is Indian Springs and Coquina Presbyterian Church. To the south of it is a commercial vacant parcel of 9.93 acres, and then Walgreens and their stormwater are located to the east and the south of the Volusia County stormwater pond at 40 N. Tymber Creek. He concluded that to the east of the property are single-family properties and vacant Commercial.

Mr. Spraker explained the land use and zoning process for properties. The B-8 zoning district allows a variety of commercial land uses such as retail, office, medical office, restaurants with and without drive-through windows, shopping centers and multi-family.

(2) Regarding the issuance of a development order, it was explained that the Tymber Creek Apartments Planned Business Development (PBD) seeks to allow the construction of 300 multi-family residential units and associated site improvements on 19.62 acres. Mr. Spraker detailed the application in a PowerPoint presentation.

Mr. Spraker further explained the development order process for the density of the project which starts with the Site Plan Review Committee (SPRC), and added that the neighborhood meeting for it was held on June 8, 2022. He expressed that tonight the Planning Board hears the testimony from staff, the applicants and audience members, and added that as with all agenda items, Planning Board can approve it, approve it with conditions, or deny it, and either way it will still go to City Commission on January 24, 2023, for the tentative first reading and February 7, 2023, for the second reading. Mr. Spraker explained the three thresholds where the Land Development Code (LDC) is set up so that if going over a threshold, a public hearing is required to be held. The SPRC can only approve up to 10 units per acre, and over that up to 32 has to go through the public hearing process. He continued that the density is the first threshold, the building height over 30 feet is the second threshold,

and the building length of building #10 is the third threshold trigger. The land use allows up to 471 units, the zoning allows 164 units, therefore it requires the public hearing authorization. Mr. Spraker stated that the request is for 18.29 units per acre in which does not include the Recreation/Open Space. The second threshold, the building height, allows up to 15 feet above what the zoning district allows. The last threshold explained was that the LDC states that you cannot have a multi-family building greater than 180 feet in length without obtaining a Planned Business Development. All of the other buildings are less than that, other than building #10 which is at 249 feet in length.

Mr. Spraker reviewed the traffic concerns. The access off of Tymber Creek Road was pulled. An updated traffic analysis was done in August 2022. An independent traffic reviewer was hired that said that it met the concurrency standards. Mr. Spraker reviewed the tree preservation with 7 historic trees on site that have been preserved. Fifteen (15) percent of the site is required to be saved, or 2.94 acres, and the project has preserved 25.4 percent at approximately 4.99 acres. The landscape buffers to the north and west have been exceeded over the required 20 feet. There are 2.4 acres of wetlands on site and the project has impacted under 6 percent of it. Mr. Spraker reviewed the fences and walls for the project with decorative aluminum-railing fence, PVC-vinyl fencing and masonry walls. In one of the meetings there was a comment about the balcony on building #8 overlooking into Indian Springs, therefore they rotated that building and reduced the overall building height and provided additional landscaping to shield the project.

Mr. Spraker reviewed the public benefits in the natural preservation, landscape buffers, additional plantings, restriction of access onto Tymber Creek Road and the directional turning of building #8.

Mr. Spraker reviewed the correspondence received on the project consisting of traffic, the project being an incompatible use, density concerns, project over-development, site design issues and the negative impacts on the quality of life in the west Ormond area. Mr. Spraker stated that with the elimination of building #8, staff recommends approval.

Chairman Thomas opened it up to the Board for discussion and questions.

Board questions

Ms. Shull asked for details of what would happen if the PBD was denied. Mr. Spraker replied that 36 N. Tymber Creek Road has a Volusia County zoning, therefore the land use was changed but the zoning was not changed after annexation due to the project going for a Planned Development. If the PBD is denied, it has to be assigned city-zoning by state law. He continued that within the "Residential Office Retail" land use, there are certain zoning categories that would be appropriate such as the B-1, B-9 and B-10 zoning districts which allow 10 units per acre. The "Open Space Conservation" land use designation would go to a Special Environmental zoning.

Mr. Scudiero asked for further information about the land use maximums. Mr. Spraker explained that they would not be able to meet the land use maximum and would have to ask for exceptions to height and parking and a five or six-story building would not be approved there. The height would determine the land use maximum. Mr. Spraker continued that the B-8 is a General Commercial zoning district which allows other uses by right that could go up to 430,000 square feet of commercial uses.

Mr. Galloway asked for additional explanation on the land area calculation. Mr. Spraker replied that the entire property is 19.62 acres, with the breakdown calculation at 3.20 acres of "Open Space/Conservation", 3.20 acres of "Residential/Office Retail" and the remainder at 13.22 acres of "General Commercial".

Mr. Jorczak inquired if the city has the ability to alter the zoning to Suburban Low-Density if the application is denied. Mr. Spraker answered that the application has to be consistent with the "Residential/Office Retail" land use designation and the compatible zoning designations are B-1, B-9 and B-10.

Chairman Thomas asked Mr. Spraker to explain what can go in the B-8 zoning districts. Mr. Spraker replied that the B-8 zoning district allows retail sales, shopping centers, office/retail, hair salons, and both dine-in restaurants and drive-through restaurants.

Applicant's presentation

Mr. Mark Watts, Esq., Cobb Cole Attorneys at Law, 231 N. Woodland Blvd., DeLand, explained the proposed project, stating that it has a lot of history alongside the owner of the property, Mr. Garrison McMillan, Tellus Partners, to sort through the issues of concern. Mr. Watts reviewed the proposal in a presentation and explained how on the northern piece of the property 6.40 acres was annexed in 2020 but ever assigned city-zoning and the southern piece, 13.22 acres is zoned B-8. He explained the overall proposed plan and benefits to the public including doubling the preservation area to name one. Mr. Watts reiterated the restriction on the access points with the Tymber Creek connection restriction with the Planned Business Development (PBD) so that there is not exit traffic where the right-in and right-out traffic is with Department of Transportation (DOT) approval. The proposed setbacks, buffers, and environmental considerations were detailed with 0.14 acres of impact to the 2.40 acres of existing wetlands and 7 out of 7 historic trees being preserved. Mr. Watts reviewed the parks and amenities for the proposed project.

Mr. Watts described the high level of architectural detail and redesign of the buildings to lower overall roof height from 45 feet to 39.3 feet. The applicant addressed the concerns of the line of sight of the original building design from the adjacent neighborhood, and have since redesigned to reduce the pitch of the roof and building height. Mr. Watts referenced the concern with building #8 in relativity to the proximity to the closest house to that and how a retaining wall was designed in the plan to keep it up at a certain elevation with multiple layers of screening for both buildings 8 and 9, including a landscape buffer, masonry screening wall and cedar trees along the property boundary. Mr. Watts explained how the applicants have met most of staffs' and residents' concerns where possible as well as met the traffic standards. The attempt to address the State Road 40 access concerns and a U-turn or signal strategy at the church was unsuccessful, but the proposed configuration in the staff report and Board packet was permitted through DOT.

Mr. Watts referenced staff's recommendation to remove building #8 in which the applicant agrees to do so and reduce density for the site. He added that a building farther to the east would then be the 30-unit standard, updating the overall count to 276.

Mr. Galloway asked for clarification of the height of the retaining wall and screening wall specifics. Mr. Watts stated that it was 6 feet with a 6-foot masonry screening wall, for a total of 12 to 14 feet from the existing grade for the screening and retaining

wall. The concept for the masonry screening wall, vinyl and aluminum fencing was further detailed.

Chairman Thomas opened it up to the Board for discussion where questions were answered by the Planning Director. The Avalon project was discussed and referenced in comparison with this proposal.

Chairman Thomas opened the public hearing for audience comments.

Audience Comments

Mr. Troy Railsback, 27 Indian Springs Drive, explained that he and his wife are part of the Indian Springs Homeowners' Association (HOA), which is adjacent to the northwest portion of the proposed development. He added that he is the HOA President and submitted a letter on behalf of the HOA to the Planning Board as part of the submittal packet explaining the concerns with the proposed project. Mr. Railsback asked how many apartment complexes are west of Interstate 95 in Ormond Beach. He also asked the percentage increase in density from the current City of Ormond Beach zoning to what is being proposed. He asked if the planning and development rezoning request in the overall proposed layout is solely based off highest and best used metrics for maximum development and density for this type of use on the proposed subject property.

Mr. Railsback commented that working with city staff and the developer through multiple meetings, it was identified that both buildings 8 and 9 have a severe and significant, lasting impact to the community and are not conforming to the current B-8 zoning descriptions. He added that the site layout of the buildings being close to the property lines have an overwhelming and nonconforming lasting impact to the community as proposed with the current zoning calling for natural buffering between the adjacent parcels, and added that if the current zoning and density applied, that there would be plenty of opportunity to accomplish such. He inquired what is at stake and asks what is being contemplated. Mr. Railsback stated that it is a use that is evolving within the overall area and the west side of the Interstate 95 area of Ormond Beach as well as the multi-family apartments being considered at a significantly higher density than established in the current city zoning. Mr. Railsback requested that the Planning Board and City Commission carefully set lasting and management precedent in expectations for this type of development in their decision-making process for this submittal as well as future submittals. Mr. Railsback stated that he has a significant vested interest in his home and neighborhood and feels that the Planning Board should recommend the elimination of both buildings 8 and 9 as they tower over Indian Springs just as the Granada Bridge does just outside the City Commissions home here at 22 S. Beach Street. He concluded that building 9 will be the most significantly visible building to the community of Indian Springs.

Dr. Richard Weiss, 12 Moss Point Drive, spoke to the request of expanding the Tymber Creek Apartment project from 10 units per acre to 18 units per acre, allowing for an 80 percent increase in the population density and allowing for a similar increase in the total number of residents. He continued that the land was zoned for 10 units per acre and building more would require an exception to the current zoning and will result in a major impact on the residents of the area. Dr. Weiss explained his objections beginning with what he says he has seen with the emergency rooms filled, at times unavailable hospital beds, and less access to physicians in a timely manner and the difficulty and inconvenience of that, resulting in what he calls 'life-threatening'. Dr. Weiss expressed importance on making sure that growth and the

population is accompanied by growth in the medical community as well. He pleaded to the Board not to increase the number of residents in the area without an adequate infrastructure as it is not safe. Dr. Weiss commented that most of the residents moved to the area to live in a small community to avoid the high population densities of the larger cities. He added that bringing in large number of new residents in Ormond Beach will undermine that and is supported primarily by the few who will make profit and generally opposed by the vast majority who want to live in a more open space.

Dr. Weiss added that the animals cannot speak for themselves although gifting us with their presence. He commented that he does not see deer, turkey, turtles and the myriad of other species in the large cities and urges to avoid allowing it to become their legacy. He remarked that the argument that the additional units, residents and traffic will not impact the citizens of Ormond Beach is naïve and misleading and stated that the additional automobiles, owners and renters will have unlimited consequences for the residents and spoke on the beach, roads and house erosions during storms. Dr. Weiss concluded that growth needs to be managed responsibly.

Mr. Mike Lambert, 20 Moss Point Drive, stated he has lived on Moss Pointe Drive for thirty-two years and has lived in the community of Ormond Beach his whole life, expressing to the Board that he did want them to grant the amendment. He spoke on the growth and changes over the years in the city and on the beach. In high school he was a lifeguard and surfer when he says at that time suntan oil was made locally in a bathtub and people were encouraged to go out in the sun for looks and health. Mr. Lambert exhibited his tenth nose skin cancer surgery from heeding and accepting the advice given. Mr. Lambert spoke on the Planning Boards positions and noted that their time on it is temporary although their decisions are permanent, adding his hopes for them making the right decisions. He added that the community's quality of life in the area of Moss Point, Indian Creek and Tymber Creek would change with the proposed development. Mr. Lambert stated that the traffic on Tymber Creek Road is already horrific and does not want the community further altered.

Mr. John Dietz, 10 Moss Point Drive, expressed understanding that something is going be developed on the land and how the developer has the right to build apartments. He added that he wants the developer, Planning Board, City Commission, as well as the neighborhood to be successful, but has concerns with traffic. Mr. Dietz showed the Board a traffic exhibit photograph taken Tuesday, December 6, 2022, at 7:40 a.m. He stated that he was unable to get out of the neighborhood and captured the photographs from the median. He explained that the traffic backs up southbound on Tymber Creek Road to the traffic light, filling up the double-turn lane, backing up traffic back to Breakaway Trails into the Tymber Creek development traffic light. Mr. Dietz relayed information that he heard that a new turn lane will be put on Tymber Creek on the west side to help southbound traffic. He said that drivers are impatient in the morning and speed down past the line and dive into the turn lane, suggesting an accident will occur. Mr. Dietz also mentioned that they have issues with U-turns and asked for a no U-turn sign to be placed at the intersection of Moss Pointe and Tymber Creek. He added that he understands the need for an emergency exit gate and urged to leave it locked unless there is an emergency and asked for the Board not to increase the density per the acreage guidelines.

Ms. Marian Marrese, 6 Moss Point Drive, questioned if the development would improve the welfare of the current citizens or improve the environment. She stated that she has lived in Moss Point for 32 years and commented that the road was

widened due to the people and traffic. She remarked on the numerous apartment units going in on Williamson Boulevard, from Granada Boulevard to LPGA, and how Avalon Park will be going in near Moss Point, and pleaded that the Board look out for the citizens of Ormond Beach. Ms. Marrese expressed concern with increasing the density for the proposed project.

Mr. Gary Von Glinow, 39 Indian Spring Drive, commented that he and his wife are right behind the proposed building #8 and remarked that their house is the most severely impacted by the 300-unit Tymber Creek Apartment project and buildings 8 and 9. He explained additional compatibility issues between the proposed project and Indian Springs. Buildings 8 and 9 are 45 feet tall sitting on ground much higher than Indian Springs. Building #8 looks directly down onto their pool, pool house, lanai and bedroom window. He continued that the trees occupying the land for buildings 8 and 9 and the proposed road in front of them will be removed, offering more unobstructed site lines, sounds, etc. Building #9 faces the north side of their home and can be seen from at least five other houses in Indian Springs. Mr. Von Glinow credited Mr. McMillan and his team for meeting with residents and offering field tests and solutions where possible, including rotating building #8, mitigating the compatibility concerns. Mr. Von Glinow referenced his August 11, 2022 e-mail to staff that was included in the Board staff report and suggested that whatever solutions are proposed to mitigate compatibility be field-tested by the rotation and staked positions of building #8. The field-test observation led Indian Springs residents that were present at the meeting with Mr. Garrison three weeks ago, to conclude that buildings 8 and 9 are not and cannot become compatible with Indian Springs. Mr. Von Glinow expressed his support for the project in general but expressed concern with the capability and other HOA requests in which he supports.

Mr. Michael Gentry, 10 Indian Springs Drive, referenced meetings held with the developer, Mr. Newkirk and city staff and remarked that prior to the meeting today, that he was not aware of everything in the submission proposal. He was not aware that the developer was proposing to rotate building #8. Mr. Gentry stated that if you are on the property area of the woods and walk the area of the buildings, you are able to see two houses today. He asked if citizens have rights to review the staff comments and understand what is being communicated. He referenced meetings that go on regarding the happenings of the proposal and suggested that the item be tabled until there is another neighborhood meeting with the developer, city staff, the attorney and engineer to understand the proposal for final approval.

Mr. Watts addressed the comments that were raised. In summary, he confirmed that upon resubmittal, the changes for the proposed project were included in the report posted on the City of Ormond Beach website and sent to those involved. Mr. Watts referenced the staff report where it outlines goals met by the applicant including keeping pace with demands of the housing element and future land use element to provide multi-family as a component of the growth in the City of Ormond Beach. He commented that college graduates have to have opportunity to come back into the community that they are from by offering diversified housing to be productive citizens of Ormond Beach. Mr. Watts reiterated the benefits and changes that the proposal has gone through and concluded that more intense uses can go in the subject area and asked for support of the application.

Additional Audience Comments

Chairman Thomas opened the public hearing back up for audience comments.

Mr. Troy Railsback, 27 Indian Springs Drive, requested that building #9 be eliminated or shifted as part of the consideration if it does not get eliminated. If building #8 is gone, there is area to shift building #9 to minimize its visual impacts to Indian Springs. He added that when looking through the property lines, at the site line at the end of the cul-de-sac, there are properties that are wide open, that will see the development and that will be as significant as the Granada Bridge is outside of the City Hall Chambers windows.

Mr. Watts replied that they prefer to keep the extra building because density is important for the financial aspects, but are happy to continue meeting with the Indian Springs neighborhood to work on relocating the additional building, the new building #8, and to reduce impacts.

Planning Board discussion

Chairman Thomas opened it up to the Board for discussion.

Mr. Galloway remarked that the State of Florida is growing by at least 1,000 people a day and spoke on his support property rights. He prefers elevator access over stairs but does not have a problem with apartments. Mr. Galloway advised that he will not support the proposal because of the density standpoint at the number of units requested. He warned homeowners to be careful of what could be built on the property based on the current zoning. Mr. Galloway urged to try and work something out with the existing applicant to make it better for all.

Mr. Jorczak recognized the need of diversified housing and touched on the recent recommendation on North U.S. Highway 1 for townhome construction near the Interstate 95 interchange and Plantation Oaks development, and expressed the positive development pattern in comparison to surrounding communities, credit of City Commission, staff and advisory groups. Mr. Jorczak commented on how the developer has gone above and beyond in attempting to mitigate the issues with respect to the borders and visibility issues and zoning setbacks. He added that the builder has the right to develop within the existing parameters of the density. Mr. Jorczak concurred with Mr. Galloway in not being able to support the proposal to increase the allowable density, knowing the growth that is to come out of the area to the west with the Avalon Park development.

Ms. Shull asked what zoning the property would be classified as if denied and what those zoning restrictions would be. Mr. Spraker answered likely the B-1, Professional Office-Hospital zoning district. This would allow for uses such as Office, Retail, Hospital, Multi-Family (10 units per acre), and added that the analysis had not been done as of yet. He remarked that the Planning Board would have the opportunity to discuss and decide on that matter as well. All of the possible zoning categories allow multi-family and retail uses. Mr. Spraker reiterated that there are other more intensive uses that are allowed on the property by right. Ms. Shull expressed her concern with traffic issues, knowing the area well, but does like the project itself.

Mr. Scudiero concurred with the Board and expressed the same concerns.

Chairman Thomas explained that 136 additional units are being asked for, which is among the many reasons, including traffic, of why he cannot support it. Chairman Thomas delivered reassurance that the Board is not against the apartments in general.

Board discussion ensued regarding the two schools in close proximity and a third on its way being the source of the traffic congestion.

Chairman Thomas entertained a motion.

Mr. Scudiero motioned to deny PBD 2022-008(A) – Zoning Map amendment, Tymber Creek Apartments, 2011 West Granada Boulevard and North Tymber Creek Road. Mr. Galloway seconded it. Vote was called, and the motion was approved (5-0).

B. PBD 2022-008(B) – Issuance of a Development Order, Tymber Creek Apartments, 2011 West Granada Boulevard and 36 North Tymber Creek Road

Chairman Thomas concurred and entertained a motion.

Mr. Jorczak motioned to deny PBD 2022-008(B) – Issuance of a Development Order, Tymber Creek Apartments, 2011 West Granada Boulevard and 36 Tymber Creek Road. Ms. Shull seconded it. Vote was called, and the motion was approved (5-0).

Chairman Thomas called for a five (5) minute recess.

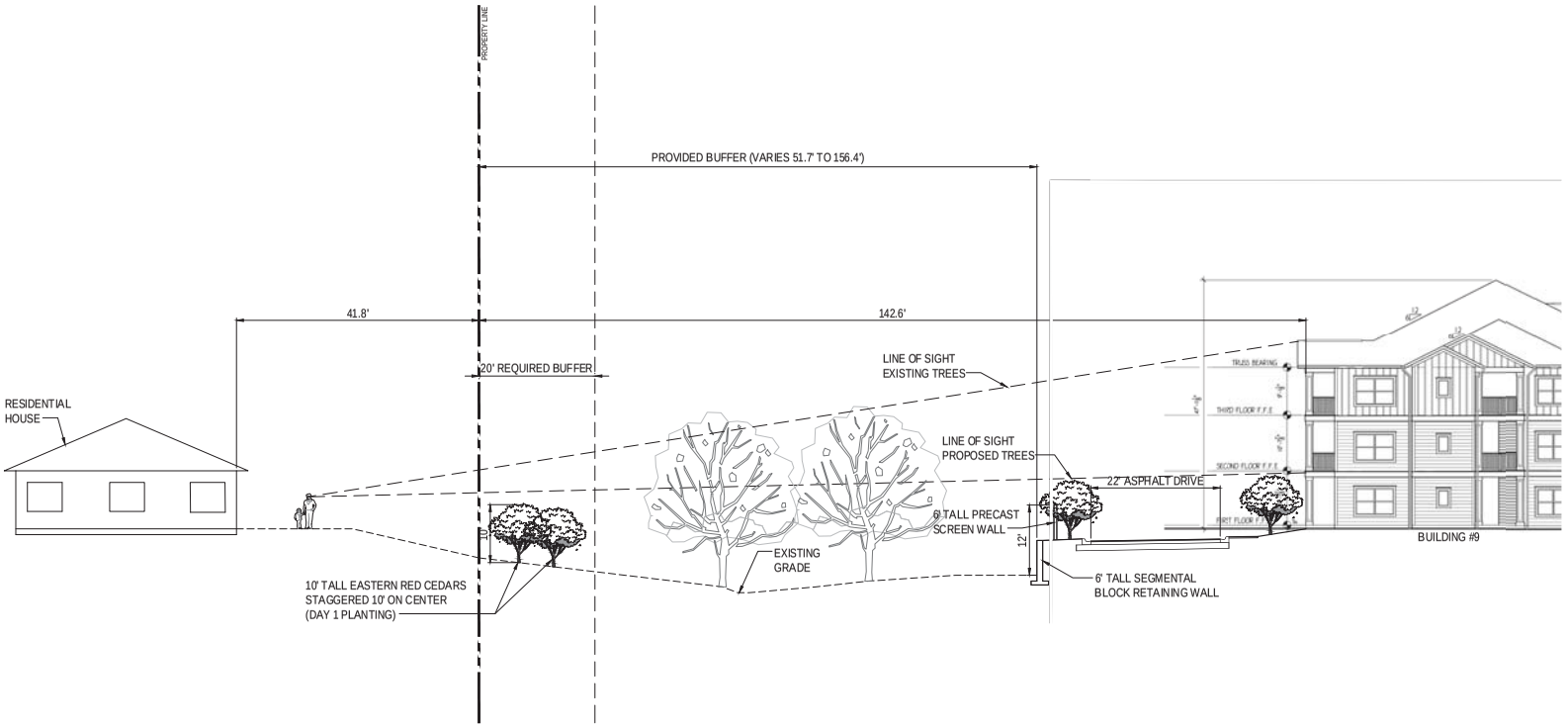
C. PBD 2022-092 – Planned Business Development, Development Order Amendment, Ormond Central Self-Storage, 1 South Old Kings Road, 760 West Granada Boulevard, no address (Volusia County parcel number: 4241-01-11-0130), and no address (Volusia County parcel number: 4241-01-11-0120)

Mr. Steven Spraker, Planning Director, explained the request submitted by the property owner, Ormond Central Investors, LLC, for a Planned Business Development amendment (PBD) which seeks to allow two amendments; (1) a three-story indoor self-storage use with a building of 106, 140 square feet and associated site improvements as an allowed use within the Ormond Central property, and two (2) to amend the allowed Floor Area Ratio (FAR) from 55,000 square feet to 131,140 square feet for the entire Ormond Central Property. The subject property is approximately 8.73 acres. Mr. Spraker stated that it already has a Planned Development zoning and has gone through SPRC, two neighborhood meetings, and now goes through the Planning Board with the recommendation going on to City Commission. The land use is Residential/Office Retail with a zoning of Planned Business Development (PBD). Mr. Spraker added that in 2017 there was a PBD that approved a master planned development including a spine road and a master storm water system including four lots for development. The development order included the B-9 uses and retail, pharmacy, bowling center and restaurant types with detailed conditions of no truck traffic on Old Kings Road. The 75-foot building height was brought down to 45 feet and established a Floor Area Ratio (FAR) for a maximum of 55,000 square feet. Mr. Spraker stated that the project is underway for the infrastructure improvements currently with the spine road, stormwater pond, and now getting the lots ready for the infrastructure.

Mr. Spraker stated that the landscape plan has been upgraded as a result of the neighborhood meeting. Regarding traffic, it was advised that the original development order approved a 24,000-square-foot retail building in unit 1, the traffic study allowed 2,700 daily average trips, and when taking the passerby and internal capture, leaves 1,777 average new daily trips. He added that the project civil engineer provided a trip generation of 265 trips which is an 85 percent reduction based on the self-storage use.

WEST BUFFER CALCULATIONS:

REQUIRED WIDTH	= 20 FEET
REQUIRED AREA	= 18,580 SF (0.43 ACRES)
PROVIDED WIDTH	= 51.7 FEET - 156.4 FEET
PROVIDED AREA	= 104,543 SF (2.40 ACRES)



REVISIONS

DATE	DESCRIPTION

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C.A. # 30209
LIC. # 26009584
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

LINE OF SIGHT EXHIBIT - DAY 1

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. #62971

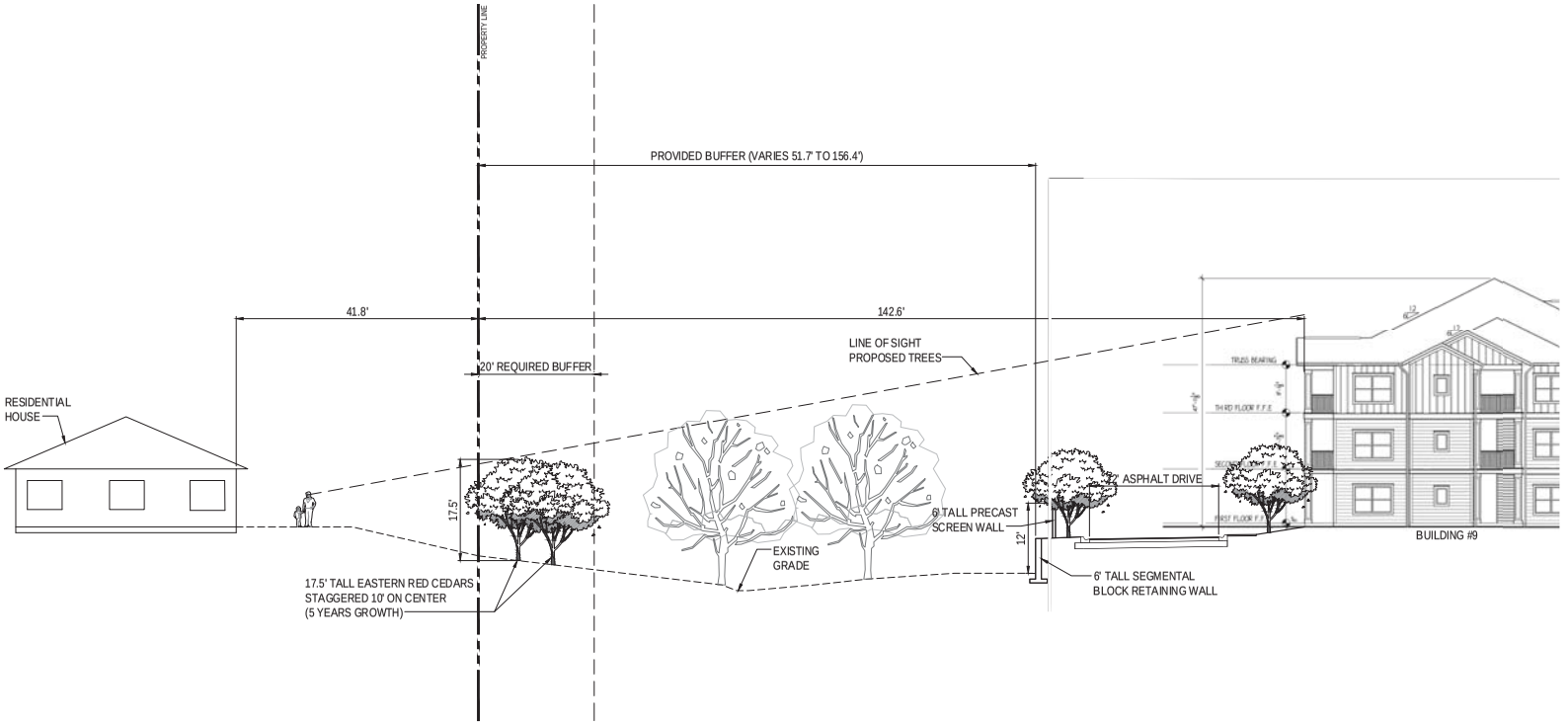
PROJECT No:	2020-08
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 10'

DRAWING NUMBER

EX-1

WEST BUFFER CALCULATIONS:

REQUIRED WIDTH	= 20 FEET
REQUIRED AREA	= 18,580 SF (0.43 ACRES)
PROVIDED WIDTH	= 51.7 FEET - 156.4 FEET
PROVIDED AREA	= 104,543 SF (2.40 ACRES)



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LINE OF SIGHT EXHIBIT - 5 YEARS

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. #62971

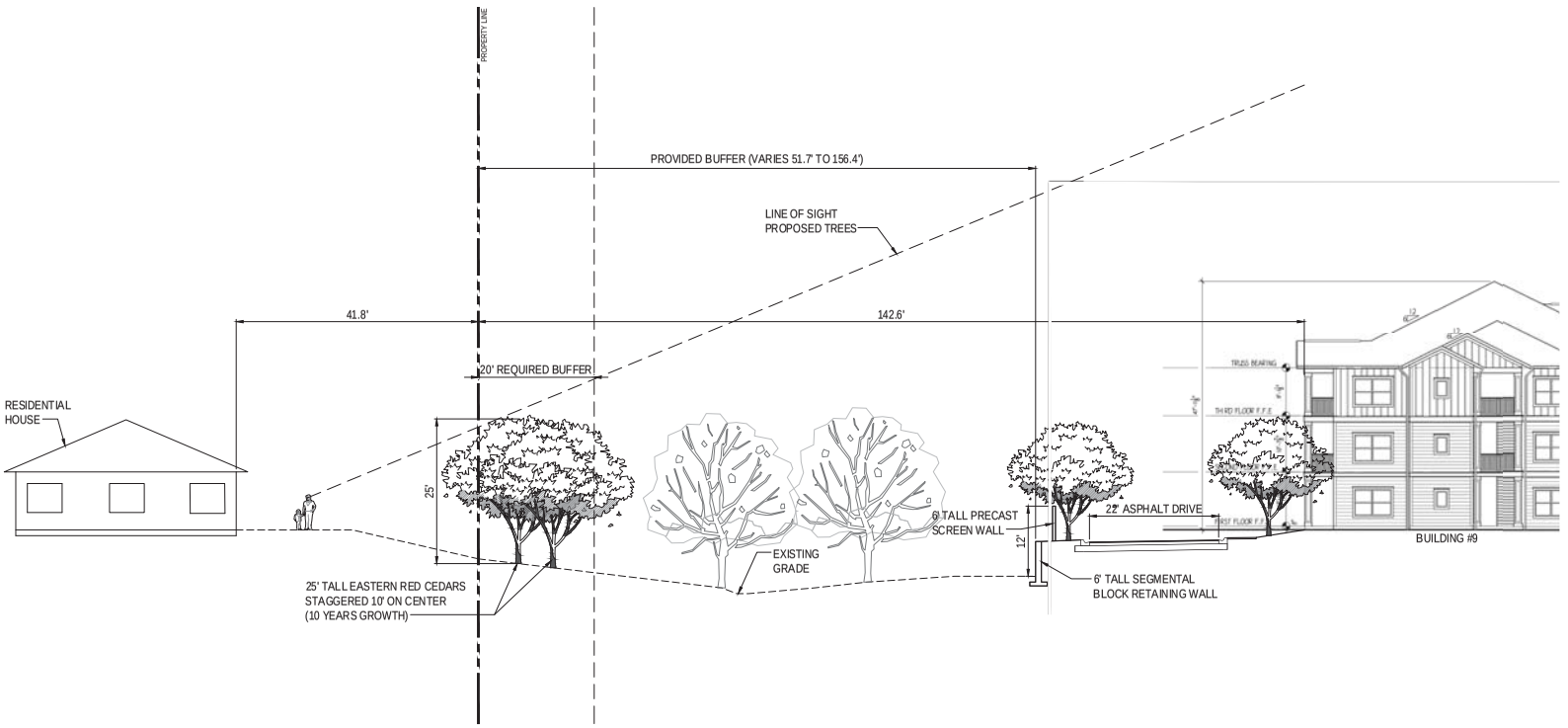
PROJECT No:	2020-08
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 10'

DRAWING NUMBER

EX-2

WEST BUFFER CALCULATIONS:

REQUIRED WIDTH	= 20 FEET
REQUIRED AREA	= 18,580 SF (0.43 ACRES)
PROVIDED WIDTH	= 51.7 FEET - 156.4 FEET
PROVIDED AREA	= 104,543 SF (2.40 ACRES)



REVISIONS

DATE	DESCRIPTION

1220 North US1, Suite 3
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LINE OF SIGHT EXHIBIT - 10 YEARS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. #62971

PROJECT No:	2020-08
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 10'

DRAWING NUMBER

EX-3

From: Lucille Goggi
To: Spraker, Steven
Subject: Tymber Creek Apartments
Date: Thursday, December 1, 2022 11:32:58 AM

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Anyone who lives in this area realizes adding more density to vacant land is a huge mistake. Traffic in the area has increased drastically already. All the building in nearby Daytona is going to make it worse. Then throw in Avalon Park for a stand still Granada Blvd.

Because of the clear cutting of land, our environment is declining. Trees provide us with needed cleaning of our air and so much more. Where are the poor animals going to live?

So, why does our area need this apartment complex? It does NOT fit our area. All the homes around here are single family. Why can't that be considered instead of hordes of apartments? That would minimize impact. Where are the trees to absorb the rain and prevent flooding? Where will the animals live to keep nature in balance?

And when is Volusia County going to become concerned about the environment instead of more money in the coffers. We need more green space, not less. We voted for more Green Space.

Seems like no one cares about destroying Ormond Beach. Please DO NOT approve this project.

Thank you for reading my concerns.

Lucille Goggi
Breakaway Trails

Sent from my T-Mobile 5G Device
Get Outlook for Android

From: Cheray Cooney
To: Spraker, Steven
Subject: FOR PLANNING BOARD - TYMBER CREEK APARTMENTS
Date: Sunday, December 4, 2022 7:11:08 PM

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To Whom it may concern
Being a resident of Ormond Beach for over thirty years I am disheartened by all the development that has been allowed in our community.
Now someone is wanting to build apartments in an area that is all homes?? WHY!!??
That area does NOT need 300 hundred more cars in and out on Tymber Creek and SR40. To me that is ridiculous. Please take into consideration the impact that building apartments in this area will have on the value of the homes in the area. I do NOT believe that this is in the best interest of our community.
Building these apartments is a very bad idea. If it were up to me to put my vote in it would definitely be NO!!
Thank You
Cheray Eckersen-Cooney
Sent from Mail for Windows

From: Beth Putnam
To: Spraker, Steven
Subject: For planning board
Date: Sunday, December 4, 2022 9:53:53 AM

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

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I am totally against the building of apartments at the timber Creek project. The resident density and increased traffic is unreasonable for our area, not to mention the strain on our water supplies and infrastructure. I urge the board to turn this project down.
Beth Putnam, 83 Dix Avenue, ormond beach

Sent from my iPhone

From: Joanne Garnett
To: Spraker, Steven
Subject: 101 Fiesta Drive, Small-Scale Land Use Map Amendment and Zone Change Request
Date: Wednesday, December 7, 2022 1:14:04 PM

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello, Steven -

I'm a fairly new resident of Fiesta Heights, having moved to 111 Pinion Circle two years ago. I became aware of the land use and zone change request for 101 Fiesta Drive when my neighbor notified me about it a few days ago, and today I read over the staff reports and applications and walked to the property to do an onsite visit.

First off, thank you for the very thorough and thoughtful research regarding both requests. You presented both sides of the equation quite well and I appreciated that. Because I'm relatively new to the area, I don't have the institutional memory that many of my neighbors have about this subdivision and the adjoining office building. At the same time I do have some concerns which are largely based on my understanding that zone changes cannot be approved with conditions. In other words, even though the applicant is proposing that 101 Fiesta Drive be used for a parking lot, they could still be entitled to all the uses allowed in the proposed B-1 rezoning category. They are certainly stating that they only intend to construct a parking lot on the site, but are there any legally mandated guarantees that would preclude another office building from being constructed on the property in the future?

Aside from the potential for the rezoning to open up the lot to other uses in the B-1 zoning district, my concerns focus on the proposed parking lot's access, lighting, landscaping, and drainage. I am very glad to see that there would be a required neighborhood meeting and Site Plan Committee review before any lot development can occur, assuming the requests are approved. There is definitely a need for conversations among all parties before this moves forward: residents, Site Plan Committee, and the applicant. I would ask that these items be addressed:

Access: Looking at the site plan, it does not appear that the proposed parking lot will have access to Fiesta Drive. This must be confirmed, because we live in a residential neighborhood that is 100 percent built out. That corner does not need additional traffic on it that is not related to the subdivision itself.

Lighting: This is a critical issue, because no one wants parking lot lights shining into their windows at all hours of the night. Plans for lighting, if any, needs to be worked out with adjoining neighbors.

Landscaping: The site plan proposes several trees, vegetation, and fencing. This should help decrease vehicle noise to nearby residents. How are they enforced, and is there a timeline for their completion? Is there a requirement for the type of fencing that would be constructed to separate the parking lot from adjoining residential land uses?

Drainage: With the amount of storms and rain this area experiences, how will drainage be managed since the lot will be largely paved?

To sum up, this is a well established neighborhood that has been in existence since 1960 and upward (my house was built in 1978, which I believe was the last filing timeframe for the subdivision). The existing residential land use has been in place since before The Trails was developed, other area commercial development occurred, and perhaps before the office building at 801 West Granada was constructed. There is considerable concern that the proposed map amendment and zone change will have negative impacts on the residential subdivision due to further encroachment of nonresidential uses into the neighborhood. This must be carefully considered as part of the Planning Board and City Council discussions. If the requests are approved, there must be protections in place for the adjoining homes so that this subdivision continues to have the feel and character of a residential community.

Thank you for your consideration.

Joanne Garnett, FAICP
111 Pinion Circle
Ormond Beach 32174

From: Maria Lewis
To: Spraker, Steven
Subject: Proposed Tymber Creek Apartment Complex
Date: Thursday, December 8, 2022 12:45:16 PM

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

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Mr. Spraker

I am writing to you to have my thoughts shared with the members of the Planning Board regarding the proposed apartment complex.

My husband and I grew up in the Coral Gables/Coconut Grove area of Miami, Fl. In the mid-80's we watched the area boom and also become the home of the "cocaine cowboys". As a real estate broker there, our clients were no longer the move up or downsize for retirement in the area....no they were the sell and move out clients. After researching different areas of the state, we chose Ormond Beach as our home to relocate to, start our business over and raise our 2 sons, 3 and 5, at the time. This area reminded us of the community minded area we had grown up in.

The proposed development into a 300 unit apartment complex behind Walgreens will essentially change that quality of life for many residents on the west side of Ormond Beach. With rents being on the unaffordable side, you have the potential of 4 adults living in a 2 bedroom unit creating the potential for not just 600 additional cars on the road but much more than that. impacting Tymber Creek Road, Airport Road and SR 40. You have the potential of overcrowding Pathways Elementary which already has a student:teacher ratio of 14:1. Yes, that is higher than the state average of 17:1 but remember Miami, Orlando, Ft Lauderdale, Jacksonville & Tampa are included and they are densely populated cities. I do not believe the residents of Ormond Beach want to become another Orlando or Miami.

What about our infracstructure impact? What about the additional services that will be needed?

This proposal may be for the highest use of this property but it is not the best use. We are sorely lacking in a nice Trails North Forty or South Forty style of home here ....I understand the property is currently zoned for a much lower density.....let's stick with that!

Thank you for your time.

Sincerely,

Maria Lewis

Maria Lewis
REALTOR/Broker-Associate

Re/Max Hall of Fame
Certified Residential Specialist (CRS)
Certified Luxury Home Marketing Specialist (CLHMS)
Seniors Real Estate Specialist (SRES)

Direct: 386.295.5898

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Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 8.B
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-10
Strategic Goal:	Transportation & Community Development - Other		
Department :	Planning & Building		
Subject:	Issuance of a Development Order, Tymber Creek Apartments, Planned Business Development (SECOND READING)		
Budget Impact:	There is no budget impact as the result of the issuance of a development order.		
Summary:	This is a request from Nika K. Hosseini, Esquire, Cobb Cole, on behalf of the property owner, VCP Ormond Beach II, LLC, for the issuance of a development order. The Tymber Creek Apartments Planned Business Development seeks to allow construction of 300 multi-family residential units and associated site improvements on 19.62 acres located at 36 North Tymber Creek Road and 2011 West Granada Boulevard. The Planning Board recommended the City Commission deny the issuance of a development order based on concerns regarding traffic and density.		
Recommended Action:	The City Commission has three (3) options in the review of this application: 1. Approve as submitted; 2. Deny as submitted (Planning Board recommendation); or 3. Approve the project with conditions. This option would approve the development with a unit number somewhere between the requested 270 units and allowed 164 units. This option could maintain the public benefits offered (limitation of access on Tymber Creek Road, additional landscape buffers, additional preservation, and larger than required building setbacks). This option would lock in a lower traffic generation than other potential uses on the developable land area of 16.42 acres. The Planning Board recommended that the City Commission deny the issuance of a development order to allow construction of multi-family units on 19.62 acres at 36 North Tymber Creek Road and 2011 West Granada Boulevard. The Planning Board's original site plan application for review was for 300 units that staff recommended approval of 270 units with the removal of former building 8.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	5/17/2023	
Claire Whitley, Assistant City Manager	5/17/2023	
Joyce Shanahan, City Manager	6/1/2023	

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: June 6, 2023

Subject: Issuance of a Development Order, Tymber Creek Apartments, Planned Business Development (SECOND READING)

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request from Nika K. Hosseini, Esquire, Cobb Cole, on behalf of the property owner, VCP Ormond Beach II, LLC, for the issuance of a development order. The Tymber Creek Apartments Planned Business Development seeks to allow the construction of 270 multi-family residential units and associated site improvements on 19.62 acres. The subject property is located at 36 North Tymber Creek Road and 2011 West Granada Boulevard. This item has been continued since the January 24, 2023 City Commission meeting. The project team has resubmitted site plans that reduce the number of residential units from 300 to 270 and provided additional buffering to Indian Springs as part of the issuance of the development order.

Background

The subject property consists of two parcels at 36 North Tymber Creek Road and 2011 West Granada Boulevard. The property at 36 North Tymber Creek Road is 6.40 acres and was annexed into Ormond Beach on May 26, 2020 with Ordinance 2020-17. On January 5, 2021, a Comprehensive Plan land use map amendment was approved with Ordinance 2020-56 to assign a city land use designation to 36 North Tymber Creek Road. The land use designation was amended from Volusia County “Environmental System Corridor” (ESC) to City of Ormond Beach “Open Space/Conservation” (OS/C) and Volusia County “Urban Low Intensity” (ULI) to Ormond Beach “Residential, Office, Retail” (ROR). No Ormond Beach zoning has been assigned to 36 North Tymber Creek Road and the assignment of zoning is the purpose of this application. The property at 2011 West Granada Boulevard has a land use classification of “General Commercial” and a zoning designation of B-8, Commercial.

The subject property proposes site access through the approximately 9.93-acre property at 2041 West Granada Boulevard that is currently vacant. Walgreens is located at 2001 West Granada Blvd and 30 North Tymber Creek Road (stormwater

pond). There is a Volusia County stormwater pond located at 40 Tymber Creek Road. To the north of the subject property, there is the Moss Point subdivision. To the west of the subject property, is the Coquina Presbyterian Church and the Indian Springs subdivision.

The application seeks to allow 270 multi-family residential units as a Planned Business Development. The Planned Business Development is reviewed and acted upon as two (2) separate actions:

1. Zoning map amendment from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to PBD, Planned Business Development. The zoning map amendment is the action sought for this agenda item.
2. **Issuance of a development order to construct 270 multi-family residential units and associated site improvements on 19.62 acres.**

The two actions (2) will be discussed together at the public hearing and will require separate votes. The zoning map amendment is the application under consideration in this report. The items are intertwined and if there is a desire to approve or approve with conditions the issuance of the development order, then the zoning map amendment needs approval first. If there is a desire to deny the issuance of the development order, then the zoning map amendment should also be denied.

Discussion

Within the Land Development Code there are threshold trigger points that require projects to obtain approval through a public hearing. The philosophy of the Land Development Code is to allow the Site Plan Review Committee (SPRC), a technical committee of city staff, to review and approve permitted uses. Projects that trigger thresholds are required to be reviewed by the SPRC, Planning Board, and City Commission. There are many trigger thresholds within the Land Development Code. The Tymber Creek Apartments have three (3) trigger thresholds within the project submittal as follows:

1. Density. The zoning density allows 10 units per acre and the land use density allows more units per acre. The request for the additional density is not a waiver/variance, but does require a public review and an analysis of the development order criteria.
2. Building Height: The Planned Business Development allows additional height over the 30’ allowed by the zoning district. The request for the additional building density is not a waiver/variance, but does require a public review and an analysis of the development order criteria.
3. Building Length of Buildings 3, 4 and 8: The conditional use criteria for dwelling, multifamily requires a Planned Business Development for buildings over 180 linear feet. The request for the building length is not a waiver/variance, but does require a public review and an analysis of the development order criteria.

The project is not seeking waivers of any development standard.

Site plan updates since the January 24, 2023 City Commission packet:
On April 3, 2023, a site plan submittal was made to the Site Plan Review Committee. Staff's summary of the changes are as follows:

1. Decrease of residential units from 300 to 270.
2. Site plan amended to delete former building 8 and relocate/reallocate the residential units to create additional buffering and setbacks to the Indian Springs properties.
3. The proposed density was 18.27 under the original submittal and is now proposed at 16.44 units per acre with a total of 270 units.
4. The parking spaces have been reduced from 600 parking spaces to 540 parking spaces.
5. On Sheet 15, former building 8 has been deleted.
6. On Sheet 15, the two buildings on the north area of the property have been combined into proposed building 8 with 48 residential units.
7. On Sheet 15, the proposed building 8 is 351.5' linear feet and building 4 is 249' linear feet. Building 3, as originally shown, remains at 249' in length. Buildings exceeding 180 linear feet require approval through the planned development process.
8. On Sheet 84, the tree preservation area was 4.99 acres (25.5% of the site). Tree preservation proposed with the site redesign is 5.44 acres (27.8% of the site). Note the required tree preservation is 2.94 acres (15% of the site).
9. On Sheet 88, the existing building to building distance to 39 Indian Springs was 218.1'. The April 3, 2023 site redesign is now proposed at 265.1'. The existing building to building distance to 40 Indian Springs was 176'. The April 3, 2023 site redesign is now proposed at 298.5'.
10. On Sheet 18, the natural buffer distance is now 136' to 146'. Note that the Land Development Code requires a 20' buffer area.

Key project attributes include:

1. Density: Land use density allowed = 471 residential units (28.72 units per acre). Zoning density allowed = 164 units (10 units per acre). **Tymber Creek Apartments density requested = 270 residential units (16.44 units per acre).** The Planned Business Development is required to obtain the density allowed by the land use, which is over the zoning density standard of 10 units per acre.
2. Traffic: The project has been issued Florida Department of Transportation permits. The traffic impacts have been reviewed by the Florida Department of Transportation, Volusia County, a traffic consultant retained by the city and meets applicable traffic requirements. It is important to note that the existing land uses and zoning allow uses that could generate more traffic than the proposed use.
3. Stormwater/Wetlands: The project has obtained a Saint Johns River Water Management District permit. The project has 2.40 acres of wetlands. The project impacts are 0.14 acres or 5.7% of the wetland area. The remaining area of

wetlands is 2.26 acres.

4. There are 7 historic trees on-site (4 Bald Cypress & 3 Live Oaks), all of which are being saved.
5. The site requires that fifteen percent of the site is designated for tree preservation. Fifteen percent of the total gross area is 2.94 acres. The project provides 5.44 acres or 27.8% of the site which is proposed tree preservation, which includes the north and west areas of the site. The project redesign increased the tree preservation from 4.99 acres to 5.44 acres.
6. The landscape buffers required for this project are 20-foot landscape buffers for the north, west & east sides of this parcel. The northern landscape buffer proposed along the Moss Point subdivision in the northwestern portion varies from 195' to 130' and narrows to 70' in the northeastern portion of the buffer. The proposed west landscape buffer, abutting Indian Springs, varies from 176' to 218' based on the updated re-design of the site. The previous west buffer was 140' to 57' feet in the original design. The proposed east landscape buffer along Tymber Creek Road is 20 feet. The south landscape buffer that abuts the future commercial parcel requires a 6' foot landscape buffer and a 10' buffer is being proposed. The landscape buffer around the Walgreens pond to the north requires 6' foot, which is shown, the west landscape buffer requires 6' foot and a 10' foot is being proposed. The landscape buffers around the Volusia County Pond to the north, west and south sides require a 6' foot buffer and an 11'-6" foot is being proposed.
7. Buildings 1, 2, 4, 6, 7, 8 and 9 are 162 linear feet. Building 5 is 175 linear feet. Buildings 3 and 4 are 249 linear feet and building 8 is 351.5 linear feet in width. **Section 2-57(22)(c) of the Land Development Code requires Planned Development for any building length exceeding 180 linear feet.**
8. **The proposed building height is 39'5" for the multi-family buildings.** The B-8, Commercial allowed building height is 30'. Section 2-36(d)(3) of the Land Development Code states, "Height limits may exceed that allowed by district regulations by a maximum of fifteen feet (15'), provided that the structure is so located as to not have an adverse impact on adjoining properties, particularly single-family homes." The application is seeking a building height of 39'5"The project has provided public benefits through the Planned Business Development that may or may not occur with a permitted use site plan. These include restricted access onto Tymber Creek Road, larger building setbacks, increased landscape buffers, increased overall land preservation, minimal wetland impacts, turning of a building, and increased fence/wall buffering.

Input has been received through the neighborhood meeting and correspondence received that includes the following concerns regarding the overall project:

<u>Traffic</u>

1. Concerns about U-turn movements on West Granada Boulevard.
2. Traffic is awful/horrendous already.
3. The right-hand turn into Indian Springs is treacherous.
4. Negative impacts at the intersection of West Granada Boulevard and Tymber

Creek Road.

Incompatible use

1. Impact to the existing residents in the area of the planned development.
2. Will make our community less safe.
3. We are a single-family community!
4. The project is not compatible with the neighboring subdivisions. Any increase will be detrimental to the quality of life for the surrounding area's residents.

Density

1. Density should be maintained at 10 units per acre.
2. If the Land Development Code allows 164 units now, then why would an increase be of any value to the residents of Ormond Beach?

Overdevelopment

1. Horrible location planning for apartments.
2. If we do not limit the population growth in Ormond Beach now, we will not be able to undo the consequences in the future.

Site design

1. Desire of a masonry wall along the Indian Springs property line.
2. The project team should show the building locations and height.
3. Configuration/location of the buildings – specifically building 8.

Quality of Life

1. Only single-family residential has been approved west of I-95.
2. Longtime residents of upscale communities deserve better consideration.
3. The area is already overbuilt and this will do nothing to help the situation.
4. Future management of complex.

Indian Springs

City staff met with residents of Indian Springs, which led to two meetings with the project team and the residents. Residents of Indian Springs presented concerns and comments on the project at an initial meeting on August 15, 2022 and a follow-up meeting on November 16, 2022. The applicant amended the project submittal to extend the location of the masonry wall, lower the building heights, and add additional plantings. On November 26, 2022, a letter from the Indian Springs Homeowner's Association was received that requested deletion of buildings 8 and 9 and additional wall modifications.

Staff is aware that additional meetings have occurred between the project team and

residents of Indian Springs. Staff has not received any additional written information from Indian Springs residents. The updated design submitted April 3, 2023 removes the former building eight and redistributes the units into the current buildings 4 and 8.

The updated design provides additional natural buffering and creates a bigger setback of proposed buildings 7 and 8.

Update from the April 18, 2023 City Commission meeting:
The Tymber Creek Apartment item was continued at the April 18, 2023 City Commission meeting until the May 16, 2023 City Commission meeting. Discussion during the item focused on the Live Local Act, SB 102 and the potential impacts on the proposed project. The Live Local Act was summarized in a disposition item that is included in this packet. Key parts of the Live Local Act include:

1. A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection.
2. A municipality may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any land in the municipality where residential development is allowed.
3. A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, which is higher.
4. A proposed development authorized under this subsection must be administratively approved and no further action by the governing body of the municipality is required if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of the provisions establishing allowable densities, height, and land use.

In summary, under the Live Local Act the project could provide at least 40% of the units as affordable housing, utilize a density of up to 32 units per acre, and be 50' in height (maximum height within one mile) as an administrative site plan. The Live Local Act did not exempt out parking requirements, landscape buffers, building setbacks and other local development standards. The actual number of units would depend on the property owner's willingness to amend the existing plan. Development plans such as the Regal Center (interior units) or Ormond Renaissance Condominiums (parking under the buildings) would lead to additional units. These alternative plans also have an increase in construction costs.

A staff comparison of the 270 units plans and a non-planned development is provided

below:

Standard	270 unit proposed plan	Non-planned development standards
Units:	270 units.	164 units allowed by zoning prior to the Live Local Act; 525 units maximum allowed after Live Local Act.
Affordable housing requirement:	None.	40% of units for 30 years under the Live Local Act.
Project access from Tymber Creek Road:	Restricted to emergency access only.	Right in and right out allowed.
Height:	39.5' (3 stories).	50' - based upon the highest height allowed within one mile of the property - B-7 zoning allows a 50' building height.
Approval process:	City Commission.	Site Plan Review Committee (SPRC)
Natural preservation:	5.44 acres proposed; 27.8% of the site.	2.95 acres required; 15% of the site.
Building setbacks:	Moss Point subdivision: ranges from 70' to 195'. Indian Springs subdivision: ranges from 176' to 218'.	The required buffer is 20'. Staff believes that areas that contain wetlands would likely remain.
Traffic*, note 2011 Community Planning Act states projects are not responsible for any existing deficiencies:	270 units = 1,247 average daily trips (4.62 trips average per unit, ITE #221 – see Table 4 of 08.20.2022 traffic analysis from the project traffic engineer).	350 units = 1,617 average daily trips. 400 units = 1,848 average daily trips. 450 units = 2,079 average daily trips.

Planning Board

The Planning Board reviewed the issue of the development order at the December 8, 2022 meeting and recommended **denial with a 5-0 vote.** A summary of key points of individuals who spoke at the Planning Board include:

1. The Indian Springs Homeowners' Association representative requested the

deletion of buildings 8 and 9.
2. Expressed concern with the proposed increase in density over the zoning designation allowances.
3. No apartment complexes exist west of I-95 in Ormond Beach.
4. Expressed concerns that residential growth should not be approved until there are adequate medical facilities including hospital beds and emergency room capacity.
5. The existing resident's quality of life will be negatively impacted.
6. Expressed concern regarding the increase in traffic and proposed U-turn movements.

Planning Board members stated that they could not support the zoning map amendment that allowed additional density and increased traffic. A Planning Board member noted that developers have gone above and beyond in attempting to mitigate the issues with respect to the borders and visibility issues and zoning setbacks. The Planning Board minutes are attached to this item. It is important to note that the Planning staff recommendation (which the project team consented to at the meeting) before the Planning Board was 270 residential units. The April 3, 2023 updated plan is the same number of units as the Planning Board reviewed, but has relocated/reallocated the units to create additional buffering and setbacks to the Indian Springs properties.

Budget Impact

There is no budget impact as the result of the issuance of a development order.

Citizen Impact

The City Commission packet included input from the neighborhood meeting, correspondence received, and the Planning Board meeting. The citizen's concerns include traffic, incompatible use, density increase, overdevelopment, site design, and decreased quality of life. The Planning Board recommended against the requested issuance of a development order.

Recommendation

The City Commission has three (3) options in the review of this application:

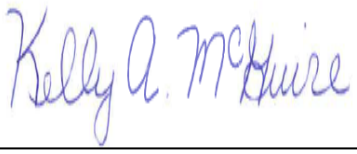
1. Approve as submitted;
2. Deny as submitted (Planning Board recommendation); or
3. Approve the project with conditions. This option would approve the development with a unit number somewhere between the requested 270 units and allowed 164 units. This option could maintain the public benefits offered (limitation of access on Tymber Creek Road, additional landscape buffers, additional preservation, and larger than required building setbacks). This option would lock in a lower traffic generation than other potential uses on the developable land area of 16.42 acres.

The Planning Board recommended that the City Commission deny the issuance of a development order to allow construction of multi-family units on 19.62 acres at 36 North Tymber Creek Road and 2011 West Granada Boulevard. The Planning Board's original site plan application for review was for 300 units that staff recommended approval of 270 units with the removal of former building 8.

Attachments:

1. 23-10 Tymber Creek Apartments DO (Cont to 5.16) (P22-0207G)
2. Tymber Creek Apartments DO 5.16.23 (P22-0207G)
3. Exhibit A, Survey
4. Exhibit B, SPRC comments
5. 04.06.2023 Exhibit C, PBD conditions
6. Exhibit D, TCA site plans 04.03.2023
7. Disposition Item from 04.18.2023 CC agenda - Live Local Act, SB 102
8. Tymber Creek Apartments - Site plan sheets submitted 04.03.2023 (8.5X11)
9. Updated TCA School Concurrency - 12.22.2022
10. Correspondence received after Planning Board meeting, updated 05.02.23
11. 12.08.2022, Tymber Creek Apartments, Issuance of Development Order PB Report(8.5X11)
12. Planning Board Minutes, TCA - ZMA

Approvals:



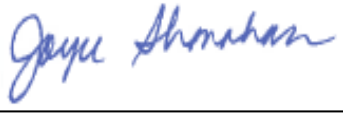
Date: May 17, 2023

Kelly McGuire, Finance Director



Date: May 17, 2023

Claire Whitley, Assistant City Manager



Date: June 01, 2023

Joyce Shanahan, City Manager

ORDINANCE NO. 2023-10

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243), TO BE KNOWN AS THE "TYMBER CREEK APARTMENTS"; AUTHORIZING THE DEVELOPMENT OF 270 MULTI-FAMILY RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, VCP Ormond Beach II, LLC, a Florida limited liability company, is the owner of real property ("Property Owner") located at 36 North Tymber Creek Road (Volusia County parcel number 4125-00-00-0221) and 2011 West Granada Boulevard (Volusia County parcel number 4125-00-00-0243), as more particularly described and depicted in Exhibit "A" to the Planned Business Development (PBD) Development Order attached hereto and incorporated herein ("Property"), and

WHEREAS, the Property Owner has initiated this Ordinance for the issuance of a Development Order for a Planned Business Development to allow 270 multi-family residential units and associated site improvements under certain conditions on the Property, consisting of approximately 19.62 acres, to be known as the "Tymber Creek Apartments" as described and depicted in the PBD Development Order attached hereto and incorporated herein, and

WHEREAS, the Property has been rezoned from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial, to Planned Business Development (PBD), and

WHEREAS, the proposed Project shall maintain the uses and dimensional standards of the B-8, Commercial, zoning district except as otherwise provided in the PBD Development Order, and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15(d)(2) of the *Land Development Code*, and has recommended denial of the proposed Development Order for the project, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(2), *Florida Statutes* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee;

(3) The comments of governmental agencies, utility corporations and individuals, as received, and

(4) The testimony provided at public hearings, including from the City's planning staff, the Applicant, expert witnesses, and persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that there is competent substantial evidence to support the following:

(1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed development is consistent with the *Comprehensive Plan*;

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;

(7) The proposed development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors;

(9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The application of the Property Owner for the issuance of a Planned Business Development Development Order for the "Tymber Creek Apartments" project is hereby approved. The Mayor and the City Manager are authorized and directed to execute and issue the attached Development Order for the "Tymber Creek Apartments" Planned Business Development to allow the construction of 270 multi-family residential units and associated site improvements under certain conditions on the Property, consisting of approximately 19.62 acres.

SECTION THREE. Section 2-29(B)(2) of the *Land Development Code* allows a multi-family density of ten units per acre. The land uses of "Residential, Office, Retail" and "General Commercial" of the city's Comprehensive Plan allow a maximum of 471 multi-family units. The request for 270 multi-family units, or 16.44 units per acre, for the Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order is hereby granted.

SECTION FOUR. Section 2-29(B)(3) of the *Land Development Code* allows a maximum building height of 30'. Section 2-36(d)(3) of the Land Development Code states, "Height limits may exceed that allowed by district regulations by a maximum of fifteen feet (15'), provided that the structure is so located as to not have an adverse impact on adjoining properties, particularly single-family homes. This additional height allowance will not be awarded for any portion of a structure located within fifty feet (50') of a single-family home or for a vacant site in a zoning district designed primarily for such use. In no case shall any building height exceed seventy-five feet (75') when measured from the average median lot elevation to the highest point of any structure and/or attached services." The request for a building height of 39'5" as shown, described, and depicted in Exhibit "D" to the PBD Development Order is hereby granted.

SECTION FIVE. Section 2-57(22)(f) of the Land Development Code states "No structure shall exceed one hundred eighty feet (180') in length, unless a planned development is obtained." The request for buildings three (3) and four (4) to be 249 linear feet in length and building eight (8) to be 351.5 linear feet in length as shown, described, and depicted in Exhibit "D" to the PBD Development Order is hereby approved.

SECTION SIX. The Applicant, including the Applicant's successors and assigns, shall at all times fully comply with the terms and conditions of the PBD Development Order.

SECTION SEVEN. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION EIGHT. This Ordinance shall be effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 16th day of May, 2023.

PASSED UPON at the second and final reading of the City Commission, this 6th day of June, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	VCP Ormond Beach II, LLC, LLC, a Florida Limited Liability Company
	Application No.	2022-008
	Project Name:	Tymber Creek Apartments
	Property Address:	36 North Tymber Creek Road and 2011 West Granada Boulevard
	Parcel ID No.:	4125-00-00-0221 and 4125-00-00-0243

PLANNED BUSINESS DEVELOPMENT DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on May 16, 2023, and June 6, 2023, and the City Commission having considered those items as required by 1-18(e) of the *Land Development Code,* and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of VCP Ormond Beach II, LLC, a Florida limited liability company ("Applicant/Property Owner") located at 36 North Tymber Creek Road (Volusia County parcel number 4125-00-00-0221) and 2011 West Granada Boulevard (Volusia County parcel number 4125-00-00-0243) as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), for a Development Order for a Planned Business Development to be known as the "Tymber Creek Apartments", to allow the construction of 270 multi-family residential units and associated site improvements under certain conditions on 19.62 acres on that Property more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-36, PBD, Planned Business Development District, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified hereby, shall at all times be strictly complied with;

2. The outstanding comments from the Site Plan Review Committee list in Exhibit "B" shall be satisfied;

3. Full and complete compliance with the Planned Business Development Conditions described in Exhibit "C";

4. Full and complete compliance with the Applicant's Site Plan attached as Exhibit "D";

B. The final plans for the development project shall be consistent with all the conditions listed in this Development Order and as depicted in the plans that are attached hereto and incorporated herein by reference as Exhibit "D".

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Business Development Order approved for this development project, and of the *Land Development Code*.

E. If the final plan approval lapses under the provisions of Section 1-14(3)(b) of the *Land Development Code* before the planned development permit can be established, a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

F. In the event the use of the land approved by this Planned Business Development Order is abandoned for a period of two (2) years any permit issued hereunder and this Planned Business Development Order shall automatically become void and a Notice of Final Plan Revocation shall be filed under the provisions of Chapter 1, Article II, Section 1-14(3)(b) of the *Land Development Code,* and a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

G. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Chapter 1, Article II, Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

H. In the event a building permit has not been issued within thirty-six (36) months, which date shall be June 6, 2026, then this Development Order shall automatically become void and shall have no further legal effect per Chapter 1, Article II, Section 1-14(3)(a), of the *Land Development Code.* If a building or site engineering permit is issued on or before June 6, 2026 the project shall be vested.

I. This Planned Business Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Property Owner, and shall be binding on the Property Owner, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 6th day of June, 2023.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
BILL PARTINGTON
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"
Page 1 of 2

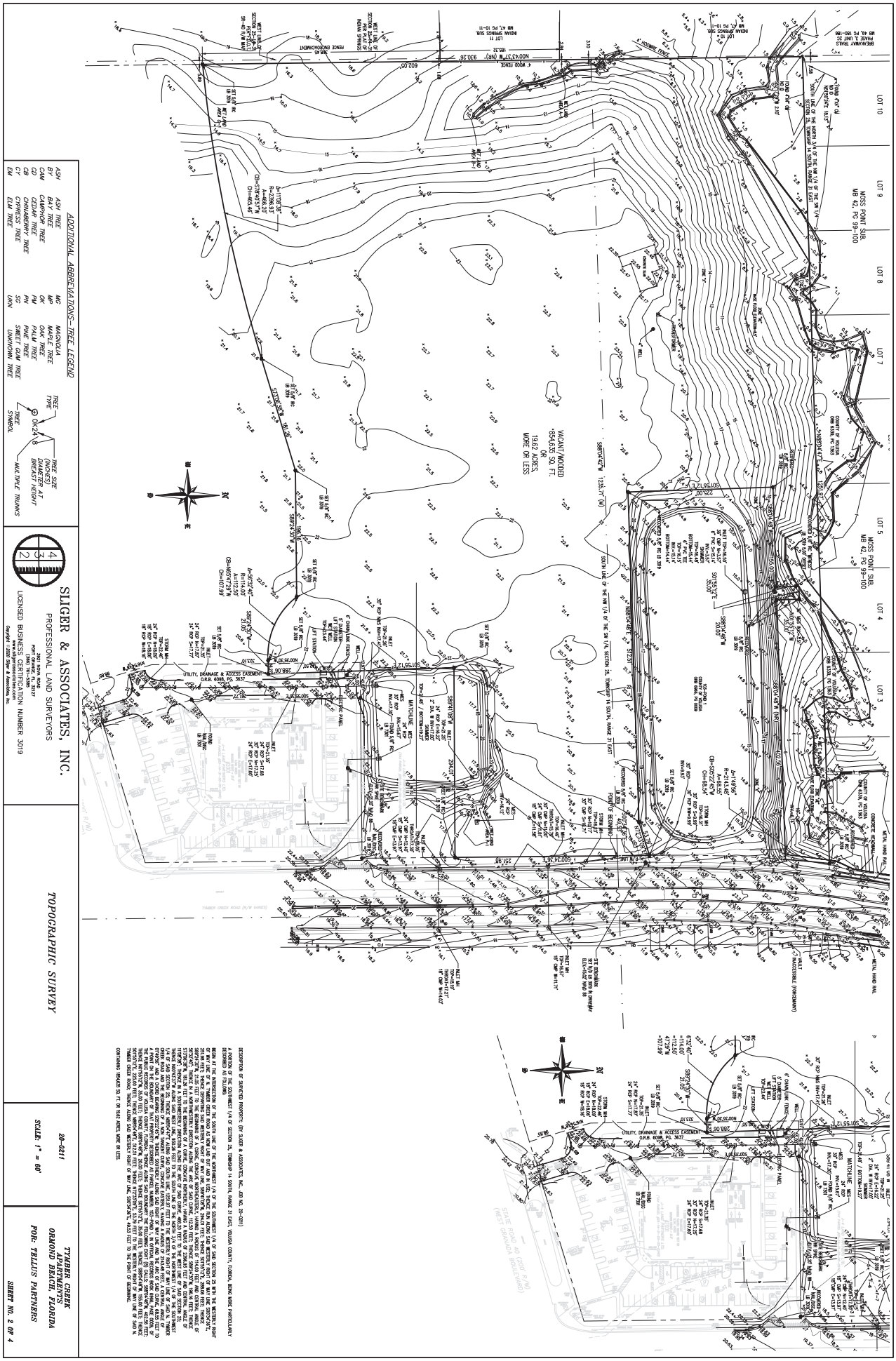
LEGAL DESCRIPTION:

DESCRIPTION OF SURVEYED PROPERTY: (BY SLIGER & ASSOCIATES, INC., JOB NO. 20–0211)

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 WITH THE WESTERLY RIGHT OF WAY LINE OF N. TYMBER CREEK ROAD AS NOW LAID OUT AND IN USE; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE S00°34'36"E, 251.98 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S89°41'08"W, 294.01 FEET; THENCE S01°55'12"E, 288.06 FEET; THENCE S89°24'30"W, 21.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 114.00 FEET AND CENTRAL ANGLE OF 56°32'40"; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 112.50 FEET; THENCE S89°24'30"W, 196.16 FEET; THENCE S73°06'38"W, 181.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2396.93 FEET AND CENTRAL ANGLE OF 11°08'38"; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.20 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE N00°43'37"W ALONG SAID WEST LINE, 930.26 FEET TO THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE N88°04'47"E ALONG SAID SOUTH LINE, 1251.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD AND THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2143.48 FEET, A CENTRAL ANGLE OF 01°49'56" AND A CHORD BEARING S05°22'45"W; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 68.55 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED AS PARCEL NUMBER: 103–POND 1, IN OFFICIAL RECORDS BOOK 6966, PAGE 0009, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHT (8) CALLS: S88°04'48"W, 402.56 FEET; THENCE N01°55'12"W, 35.00 FEET; THENCE S88°04'48"W, 20.00 FEET; THENCE S01°55'12"E, 35.00 FEET; THENCE S88°04'48"W, 155.00 FEET; THENCE S01°55'12"E, 225.00 FEET; THENCE N88°04'48"E, 512.51 FEET; THENCE N72°33'09"E, 53.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S00°34'36"E, 49.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 1854,635 SQ. FT. OR 19.62 ACRES, MORE OR LESS.


ADDITIONAL ABBREVIATIONS—TREE LEGEND
ASH TREE
BAY TREE
CAM CAMPHOR TREE
CD CEDAR TREE
CB CHINABERRY TREE
CY CYPRESS TREE
ELM ELM TREE
MG MAGNOLIA
MP MAPLE TREE
OK OAK TREE
PM PALM TREE
PN PINE TREE
SG SWEET GUM TREE
UNKN UNKNOWN TREE
TREE SYMBOL
TREE TYPE
TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT
MULTIPLE TRUNKS
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
393 NOVA ROAD
PORT ORANGE, FLORIDA 32127
(386) 761-5380
LICENSED BUSINESS CERTIFICATION NUMBER 3019
Copyright © 2020 Sliger & Associates, Inc.
TOPOGRAPHIC SURVEY
20-021
SCALE: 1" = 60'
TYNDER CREEK APARTMENTS
ORMOND BEACH, FLORIDA
FOR: TELLUS PARTNERS
SHEET NO. 2 OF 4
DESCRIPTION OF SURVEYED PROPERTY: (BY SLIGER & ASSOCIATES, INC., JOB NO. 20-021)
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 40 (200' R/W); THENCE SOUTH 89°04'42" WEST, ALONG SAID SOUTH LINE, 1255.71 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 00°55'18" EAST, 225.00 FEET; THENCE SOUTH 89°04'42" WEST, 20.00 FEET; THENCE SOUTH 00°55'18" EAST, 35.00 FEET; THENCE SOUTH 89°04'42" WEST, 25.00 FEET; THENCE NORTH 00°55'18" WEST, 35.00 FEET; THENCE SOUTH 89°04'42" WEST, 20.00 FEET; THENCE SOUTH 00°55'18" EAST, 225.00 FEET; THENCE SOUTH 89°04'42" WEST, 1255.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 40 (200' R/W); THENCE NORTH 00°55'18" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 1225.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 11400.16 FEET AND CENTRAL ANGLE OF 00°29'37"; THENCE CONTINUE NORTHERLY ALONG SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, 98.24 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2914.79 FEET, A CENTRAL ANGLE OF 07°49'00" AND A CHORD BEARING NORTH 07°04'47" EAST, 397.36 FEET; THENCE NORTHERLY ALONG SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 397.65 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2914.79 FEET, A CENTRAL ANGLE OF 07°49'00" AND A CHORD BEARING NORTH 00°55'18" EAST, 397.36 FEET; THENCE NORTHERLY ALONG SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, 397.65 FEET TO THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHT (8) CALLS: SOUTH 89°04'42" WEST, 20.00 FEET; THENCE SOUTH 00°55'18" EAST, 35.00 FEET; THENCE SOUTH 89°04'42" WEST, 25.00 FEET; THENCE NORTH 00°55'18" WEST, 35.00 FEET; THENCE SOUTH 89°04'42" WEST, 20.00 FEET; THENCE SOUTH 00°55'18" EAST, 225.00 FEET; THENCE SOUTH 89°04'42" WEST, 1255.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 40 (200' R/W) AND THE POINT OF BEGINNING.
CONTAINING 19.6435 SQ. FT. OR 19.62 ACRES, MORE OR LESS.
VACANT/WOODED
19.62 ACRES, MORE OR LESS
LOT 10
LOT 9
LOT 8
LOT 7
LOT 5
LOT 4
LOT 3
MOSS POINT SUB. MB 42, PG 99-100
SOUTH LINE OF THE NORTH 3/4 OF THE NW 1/4 OF THE SW 1/4
SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST
POINT OF BEGINNING
POINT OF COMMENCEMENT
UTILITY, DRAINAGE & ACCESS EASEMENT O.R.B. 6098, PG. 3637
MATCHLINE
TIMBER CREEK ROAD (R/W VARIES)
STATE ROAD 40 (200' R/W) WEST GRANADA BOULEVARD

Project Name: PZ-22-008
Project Description: Tymber Creek Apartments
Review Comments List Date: 11/27/2022

Ref. # 77, Civil Engineer, David Allen, 11/1/22 2:46 PM, Cycle 6, Unresolved

Markup: Civil-Wall and Building Review, 36.1 WALL DETAILS.pdf

The review of this wall requires the design calculations being reviewed for the structural capability adjacent to the wet detention facility and the building in close proximity. The two structures will require separate building permits. The City of Ormond Beach will require an independent review by a structural engineer for the correlation between the structures. This review will be completed and the cost will be the responsibility of the developer.

Ref. # 78, Civil Engineer, David Allen, 11/1/22 2:46 PM, Cycle 6, Unresolved

Markup: Civil-Building Code, 36.1 WALL DETAILS.pdf

This should reference the 2020 Florida Building Code (7th Edition).

Ref. # 79, Civil Engineer, David Allen, 11/1/22 2:46 PM, Cycle 6, Unresolved

Markup: Civil- Building Location, 36.1 WALL DETAILS.pdf

Show the location of the building foundation on this cross section.

Ref. # 80, Civil Engineer, David Allen, 11/1/22 2:46 PM, Cycle 6, Unresolved

Markup: Civil-Distance, 36.1 WALL DETAILS.pdf

Provide distance from segmental wall to building footprint.

Ref. # 81, Civil Engineer, David Allen, 11/1/22 3:02 PM, Cycle 6, Unresolved

Markup: Civil-Wall Comments, 36 WALL DETAILS.pdf

See the comments on Sheet 36.1 regarding the review of the segmental block walls.

Ref. # 83, Civil Engineer, David Allen, 11/16/22 3:14 PM, Cycle 6, Unresolved

Markup: Civil-Lighting, 91 PHOTOMETRIC.pdf

The details for the lighting includes wall mounted, WSG4L45K, fixtures. However, the photometric plan does not indicate additional foot-candles. Where will the wall mounted lights be placed? Will these light fixtures also need the glare guards?

Ref. # 73, Landscape Architect, Cara Culliver, 7/13/22 11:25 AM, Cycle 4, Unresolved

Markup: Landscape Comment Sheet 67, 67 OVERALL LANDSCAPE.pdf

- The provided ground covers for the front buffer is 153 and not 212, please check the math.

Ref. # 75, Landscape Architect, Cara Culliver, 8/9/22 5:08 PM, Cycle 5, Unresolved

Markup: Total Amount of Tree Provided Chart, 72 LANDSCAPE DETAILS.pdf

- See mark-up regarding the numbers, please correct.

Ref. # 82, Landscape Architect, Cara Culliver, 11/3/22 2:21 PM, Cycle 6, Unresolved

Markup: Sheets 67 & 72, 67 OVERALL LANDSCAPE.pdf

- Sheet #72 was not submitted and has outstanding comments.
- Sheet 67 has not been corrected, comment on project doxs.

TYMBER CREEK APARTMENTS
PLANNED BUSINESS DEVELOPMENT CONDITIONS

1. Section 2-29(B)(2) of the Land Development Code allows a multi-family density of ten (10) units per acre. The land uses of "Residential, Office, Retail" and "General Commercial" of the city's Comprehensive Plan allows a maximum of 471 multi-family units. The request for 270 multi-family units or 16.44 units per acre for the Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.
2. Section 2-29(B)(3) of the *Land Development Code* allows a maximum height of 30'. Section 2-36(d)(3) of the Land Development Code states, "Height limits may exceed that allowed by district regulations by a maximum of fifteen feet (15'), provided that the structure is so located as to not have an adverse impact on adjoining properties, particularly single-family homes. This additional height allowance will not be awarded for any portion of a structure located within fifty feet (50') of a single-family home or for a vacant site in a zoning district designed primarily for such use. In no case shall any building height exceed seventy-five feet (75') when measured from the average median lot elevation to the highest point of any structure and/or attached services." The request for a building height of 39'5" as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.
3. Section 2-57(22)(f) of the Land Development Code states "No structure shall exceed one hundred eighty feet (180') in length, unless a planned development is obtained." The request for buildings three (3) and four (4) to be 249 linear feet in length and building eight (8) to be 351.5 linear feet in length as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby approved.
4. The project access is proposed through a master access point on West Granada Boulevard that will serve multiple uses including the existing Walgreens. The existing master access point for the commercial uses has an approved site plan to shift to the west from the existing Walgreens access point, in accordance with the approved Florida Department of Transportation permit.
5. Along Tymber Creek Road, the project proposes an emergency access only access point. The emergency access point is designed to allow access from fire station #94. The emergency access point would not allow general traffic to access Tymber Creek Road. The access point to Walgreens will remain unchanged. Based upon the connectivity of the overall parcels, individuals of the Tymber Creek Apartments could access Tymber Creek Road through the Walgreens parking lot. The project is required to install a right-hand turn lane on Tymber Creek Road into the Walgreens project.

6. The landscape buffers required for this project are 20' foot landscape buffers for the north, west & east sides of this parcel. The north landscape buffer proposed along the Moss Point subdivision in the north western portion varies from 195' to 130' and narrows to 70' in the northeastern portion of the buffer. The proposed west landscape buffer, abutting Indian Springs, varies from 176' to 218' based on the updated re-design of the site. The previous west buffer was 140' to 57' feet in the original design. The proposed east landscape buffer along Tymber Creek Road is 20' feet. The south landscape buffer that abuts the future commercial parcel requires a 6' foot landscape buffer and a 10' buffer is being proposed. The landscape buffers around the Walgreens pond to the north requires a 6' foot which is shown, the west landscape buffer requires a 6' foot and a 10' foot is being proposed. The landscape buffers around the Volusia County pond to the north, west and south sides require a 6' foot buffer and a 11'-6" foot is being proposed.
7. There are 7 historic trees on-site (4 Bald Cypress & 3 Live Oaks) all of which are to be saved.
8. The site requires that fifteen percent of the site is designated for tree preservation. Fifteen percent of the total gross area is 2.94 acres. The project provides 5.44 acres of proposed tree preservation which includes the north and west areas of the site.
9. The project has fencing as follows:
   A. Decorative aluminum open style, 6' high: along Tymber Creek Road, Volusia County stormwater pond, entrance road.
   B. PVC vinyl, 6' high: along interface of north wetland area ("Open Space/Conservation" area) and portion of area abutting Coquina Presbyterian Church.
   C. Masonry wall, 6' high: Along area of Indian Springs, including on top of the retaining wall and abutting the future commercial area of 2041 West Granada Boulevard.

   Fencing screen wall and retaining wall details on Sheets 36, 36.1, and 36, of Exhibit "D".
10. Phasing of project may be approved by the SPRC as a minor modification to the development order. The SPRC may allow Certificate of Occupancy for individual buildings that re completed in terms of building and site improvements and the reminder of the site is protected for construction activities.
11. Hours of outside construction activities shall be from 7:00 a.m. to 7:00 p.m. Monday through Saturday, with no outside construction activities on Sundays. Required concrete pours outside the construction hour restrictions may be scheduled with the Planning Director with at least five (5) days prior to the activity.
12. The Planned Business Development would incorporate the uses and dimensional standards of the B-8, Commercial zoning district, except as amended in Exhibit "D".

DWG.NO.	INDEX OF SHEETS DESCRIPTION
1	COVER
2-5	BOUNDARY AND TOPOGRAPHIC SURVEY
6-8	DEVELOPMENT INFORMATION AND CONSTRUCTION NOTES
9-11	DEMOLITION AND SWPPP PLAN
12	STATE ROAD 40 RIGHT-OF-WAY SWPPP
12.1	STATE ROAD 40 RIGHT-OF-WAY SWPPP
13	TYMBER CREEK ROAD RIGHT-OF-WAY SWPPP
14	SWPPP DETAILS AND NOTES
15	OVERALL DEVELOPMENT PLAN
16	OVERALL PHASING PLAN
17-18	SITE LAYOUT PLAN
19-20	STRIPING AND SIGNAGE PLAN
21	S.R. 40 OVERALL TURN LANE IMPROVEMENTS
22	S.R. 40 RIGHT TURN LANE RIGHT-OF-WAY IMPROVEMENTS
23	S.R. 40 RIGHT TURN LANE R-O-W DRAINAGE & GRADING
23.1	S.R. 40 LEFT TURN LANE R-O-W DRAINAGE & GRADING
23.2	S.R. 40 LEFT TURN LANE R-O-W DRAINAGE & GRADING
24	TYMBER CREEK ROAD RIGHT-OF-WAY IMPROVEMENTS
25	TYMBER CREEK ROAD R-O-W DRAINAGE & GRADING
26	DRAINAGE PLAN
27-28	DRAINAGE DETAILS
29	STORMTECH DETAILS
30	POST-DEV WATER TABLE CALCULATION PLAN
31	ACCESS ROAD DRAINAGE PLAN
32	ACCESS ROAD STORMTECH DETAILS
33	WALGREENS DRAINAGE MODIFICATION PLAN
34-35	GRADING PLAN
36-37	RETAINING WALL DETAILS AND NOTES
38-42	CROSS SECTIONS
43-44	UTILITY PLAN
45	PLAN AND PROFILE
46	PLAN AND PROFILE
47	PLAN AND PROFILE
48	PLAN AND PROFILE
49	PLAN AND PROFILE
50	PLAN AND PROFILE
51	UTILITY CONFLICT DETAILS
52	UTILITY DETAILS AND NOTES
53-55	CITY OF ORMOND BEACH LIFT STATION DETAILS
56-57	CITY OF ORMOND BEACH DETAILS
58	MISCELLANEOUS DETAILS AND NOTES
59-64	FDOT STANDARD CONSTRUCTION DETAILS
65-66	MAINTENANCE OF TRAFFIC
67	OVERALL LANDSCAPE PLAN
68-70	LANDSCAPE PLAN
71	LANDSCAPE PLAN (TYPICAL BUILDING TYPE 1, 2, AND 3)
72	LANDSCAPE DETAILS AND NOTES
73	TREE CREDIT CALCULATION PLAN
74-76	TREE REMOVAL PLAN
77	LANDSCAPE DETAILS AND NOTES
78	OVERALL IRRIGATION PLAN
79-81	IRRIGATION PLAN
82	IRRIGATION DETAILS AND NOTES
83	TREE PRESERVATION PLAN
~~84~~	~~OVERALL TREE PRESERVATION PLAN~~
85	WETLAND IMPACT / PRESERVATION PLAN
86	WETLAND BUFFER EXHIBIT
87	MEAN HIGH WATER MARK BUFFER EXHIBIT
88	BUILDING TO BUILDING SETBACK EXHIBIT
89	AUTOTURN TRUCK PLAN
90	EASEMENT PLAN
91	SITE PHOTOMETRIC PLAN
92	PHOTOMETRIC DETAILS

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

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SITE PLAN DRAWINGS FOR

TYMBER CREEK APARTMENTS

SECTION 25, TOWNSHIP 14 S, RANGE 31 E
412500000221 & 412500000230
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

NOVEMBER 2021
REVISED MARCH 2023

LEGAL DESCRIPTION

SEE BOUNDARY AND TOPOGRAPHIC SURVEY, SHEETS 2-5.

PROJECT STATEMENT

PROPOSE A 270-UNIT APARTMENT COMPLEX CONSISTING OF 8 APARTMENT BUILDINGS, CLUBHOUSE WITH POOL, MAINTENANCE BUILDING, TRASH COMPACTOR AND DOG PARK. THE PROJECT CONSISTS OF 19.62 ACRES WITH 7.517 ACRES OF IMPERVIOUS SURFACE.

JURISDICTIONAL AGENCY — PERMIT No.

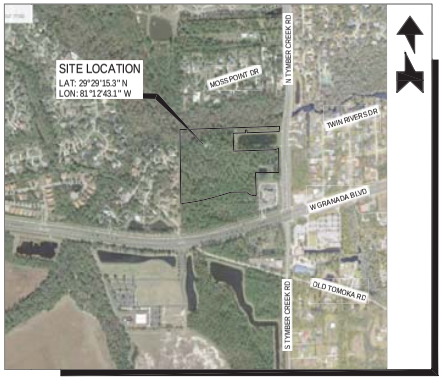
CITY OF ORMOND BEACH (DEVELOPMENT ORDER)	PZ-22-008
FDEP (WASTEWATER)	-
FDEP (NPDES NOI)	FLR
FDOT (ACCESS)	2021-A-591-0007 8
FDOT (DRAINAGE)	2021-D-591-0004 2
FDOT (UTILITY)	-
SJRWMD (STORMWATER)	95674-3
VOLUSIA COUNTY (USE)	2020-P-USE-0578
VOLUSIA COUNTY HEALTH DEPARTMENT (WATER)	-

CONTACT NUMBERS

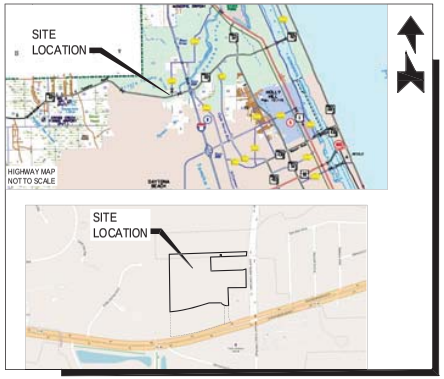
PLANNING & BUILDING - CITY OF ORMOND BEACH (386) 673-3238
WATER - CITY OF ORMOND BEACH UTILITY DEPARTMENT (386) 676-3220
WASTEWATER - CITY OF ORMOND BEACH UTILITY DEPARTMENT (386) 676-3220
GAS - TECO PEOPLES GAS - (386) 672-2232
ELECTRIC - FLORIDA POWER & LIGHT (386) 257-7502
TELEPHONE/CABLE - AT&T (386) 254-8550

PROJECT TEAM

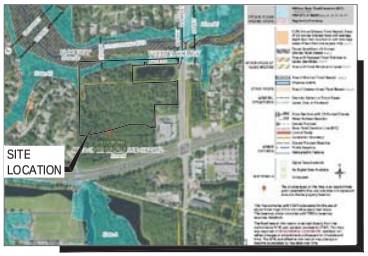
PROPERTY OWNER/APPLICANT:	VCP ORMOND BEACH II LLC 2120 S HIGHWAY A1A VERO BEACH, FL 32963 EMAIL: GMCMILLAN@TELLUS-PARTNERS.COM PHONE: (404) 798-5974
ENGINEER/ LANDSCAPE ARCHITECT/ AGENT	NEWKIRK ENGINEERING, INC. 1230 NORTH US 1, SUITE 3 ORMOND BEACH, FL 32174 PHONE: (386) 872-7794 EMAIL: HARRY@NEWKIRK-ENGINEERING.COM
ARCHITECT:	ENGLISH ASSOCIATES INC. 3084 MERCER UNIVERSITY DRIVE ATLANTA, GA 30341 PHONE: (470) 395-6263 EMAIL: DENGLISH@ENGLISHASSOCIATESINC.COM
SURVEYOR:	SLIGER & ASSOCIATES, INC. 3921 NOVA ROAD PORT ORANGE, FL 32127 PHONE: (386) 761-5385 EMAIL: WWW.SLIGERASSOCIATES.COM
GEOTECHNICAL:	UNIVERSAL ENGINEERING SCIENCES 911 BEVILLE ROAD, SUITE 3 SOUTH DAYTONA BEACH, FL 32119 PHONE: (386) 756-1105 EMAIL: BPOHL@UNIVERSALENGINEERING.COM
TRAFFIC:	LASSITER TRANSPORTATION GROUP 1450 W GRANADA BOULEVARD, SUITE 2 ORMOND BEACH, FL 32174 PHONE: (386) 257-6996 EMAIL: INFO@LTG-INC.US
ENVIRONMENTAL:	ECOLOGICAL CONSULTING SOLUTIONS, INC. 235 HUNT CLUB BOULEVARD, SUITE 202 LONGWOOD, FL 32779 PHONE: (407) 869-9434 EMAIL: BGRIFFY@ECSFL.CC



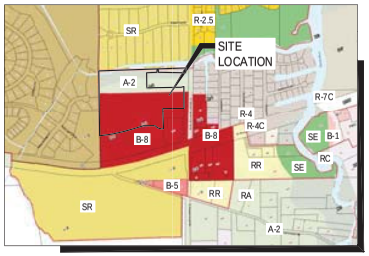
AERIAL MAP
SCALE: 1" = 700'



LOCATION MAP
SCALE: 1" = 1,200'



FLOOD ZONE MAP
SCALE: 1" = 700'
PANEL NO. 12127C0194 J
FLOOD ZONE "X" & "AE"

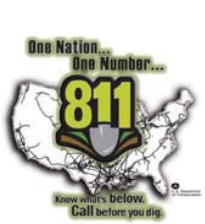


ZONING MAP
SCALE: 1" = 800'
PROJECT ZONING DISTRICT:
B-8 (COMMERCIAL)



SOILS MAP
SCALE: 1" = 500'
SOIL TYPES: SEE SITE AND GENERAL INFORMATION SHEET No. 5

PROJECT No. 2020-06



1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
L.C.# 26000594
Civil Engineering
Transportation Planning
Landscape Architecture

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON

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HARRY H. NEWKIRK, P.E. # 62971

DRAWING NUMBER

1

LEGEND

NOTE: NOT ALL SYMBOLS SHOWN HERE MAY BE APPLICABLE TO THESE DRAWINGS, ALSO THERE MAY BE ADDITIONAL SYMBOLS WITHIN PLANS NOT SHOWN HERE, SEE INDIVIDUAL DRAWING LEGEND WHERE APPLICABLE.

#3	BENCHMARK ID		FOUND 4" BY 4" CONCRETE MONUMENT L.B. #3724
B24	BORING ID		EXISTING EASEMENT
	EXISTING CABLE TV PEDESTAL	FOC	EXISTING UNDERGROUND FIBER OPTIC CABLE
	EXISTING CAP OR PLUG		EXISTING FORCE MAIN (# INDICATES SIZE)
	EXISTING CLEAN OUT	GAS	EXISTING GAS MAIN
	EXISTING CONDUIT RISER/ MARKER	OHE	EXISTING OVERHEAD ELECTRIC CABLES
	EXISTING ELECTRIC METER	OHT	EXISTING OVERHEAD TRAFFIC SIGNAL CABLE
	EXISTING ELEVATION (SOFT)	RAW	EXISTING RAW WATER MAIN (# INDICATES SIZE)
5.0±	PROPOSED ELEVATION (SOFT)	RWC	EXISTING RECLAIM WATER MAIN (# INDICATES SIZE)
	EXISTING ELEVATION (HARD)	FSM	PROPOSED SANITARY SEWER (# INDICATES SIZE)
5.00	PROPOSED ELEVATION (HARD)	RWM	PROPOSED WATER MAIN (# INDICATES SIZE)
	EXISTING FIRE HYDRANT	12	EXISTING CONTOUR
	PROPOSED FIRE HYDRANT	10	PROPOSED CONTOUR (SOFT)
	EXISTING FLOW DIRECTION	10	PROPOSED CONTOUR (HARD)
	PROPOSED FLOW DIRECTION	UTC	EXISTING UNDERGROUND TELEPHONE CABLE
	EXISTING GAS METER	UTV	EXISTING UNDERGROUND TELEVISION CABLE
	EXISTING GAS VALVE	UGE	EXISTING UNDERGROUND ELECTRICAL POWER CABLE
	EXISTING GUY WIRE & ANCHOR PIN		JURISDICTIONAL WETLAND LINE
	EXISTING MAIL BOX	ESN	EXISTING SANITARY SEWER (# INDICATES SIZE)
	EXISTING MANHOLE (UNKNOWN)	WM	EXISTING WATER MAIN (# INDICATES SIZE)
	PROPOSED MANHOLE		EXISTING PIPE OR CONDUIT (TYPE SPECIFIED)
	EXISTING SANITARY SEWER CLEANOUT		EXISTING SWALE OR CENTER OF DITCH
	EXISTING SANITARY SEWER MANHOLE		PROPOSED SWALE OR CENTER OF DITCH
	EXISTING ROAD SIGNS AND POSTS		EXISTING TOP OF DITCH BANK
	PROPOSED SIGN AND POST		EXISTING BOTTOM OF DITCH BANK
	EXISTING TEE		EXISTING WOOD FENCE
	EXISTING UTILITY POLE		EXISTING WIRE OR CHAIN LINK FENCE
	EXISTING VALVE IRRIGATION		PROPOSED WIRE OR CHAIN LINK FENCE
	EXISTING VALVE WATER		PROPOSED SILT/SEDIMENT FENCE
	PROPOSED WATER VALVE		PROPOSED COIR ROLL OR WATTLE
	EXISTING WATER METER		PROPOSED FLOATING TURBIDITY BARRIER
	EXISTING STORM SEWER WITH INLET	TP TP	PROPOSED TREE PROTECTION
	PROPOSED STORM SEWER WITH INLET		
	FOUND 1/2" CAPPED IRON ROD L.B. #3724		
	FOUND 1/2" IRON ROD (NO I.D.)		

VOLUSIA COUNTY IRRIGATION NOTES:

1. AUTOMATIC IRRIGATION CONTROLLERS, WHEN UTILIZED, SHALL CONTAIN A FUNCTIONAL RAIN SENSOR DEVICE, CAPABLE OF BEING SET TO ONE MINUTE RUN TIMES, AND BATTERY BACKUP CAPABILITY TO RETAIN PROGRAMMING IN THE EVENT OF A POWER FAILURE.
2. A RAIN SENSOR PLACED ON A STATIONARY STRUCTURE, FREE AND CLEAR OF ANY OVERHEAD OBSTRUCTIONS AND ABOVE THE HEIGHT OF THE SPRINKLER COVERAGE.
3. EQUIPMENT WITH CHECK VALVES USED IN LOW-LYING AREAS TO PREVENT LOW HEAD DRAINAGE.
4. BACKFLOW PREVENTION METHODS AND OTHER PROVISIONS PRESCRIBED IN SECTION 74-42.
5. IRRIGATION DESIGN WITH THE APPROPRIATE UNIFORMITY FOR THE TYPE OF PLANT BEING GROWN AND FOR THE TYPE OF SOIL.
6. IRRIGATION SYSTEM EQUIPMENT INSTALLED AS DESIGNED.
7. IRRIGATION ZONES DIVIDED ACCORDING TO AVAILABLE FLOW RATE, VEGETATED GROUPINGS (I.E., TURF, SHRUBS, NATIVE PLANTS, ETC.), SPRINKLER TYPES (I.E., SPRINKLERS WITH MATCHING PRECIPITATION RATES) AND SOIL CHARACTERISTICS.
8. SPRAY HEADS AND ROTORS NOT MIXED IN SAME ZONE.
9. DISTRIBUTION EQUIPMENT IN A GIVEN ZONE HAVING MATCHED PRECIPITATION RATES.
10. APPLICATION RATES THAT AVOID RUNOFF AND PERMIT UNIFORM WATER INFILTRATION INTO THE SOIL, CONSIDERING LAND SLOPE, SOIL HYDRAULIC PROPERTIES, VEGETATIVE GROUND COVER AND PREVAILING WINDS.
11. A MINIMUM SEPARATION OF FOUR INCHES BETWEEN DISTRIBUTION EQUIPMENT AND PAVEMENT.
12. A MINIMUM SEPARATION OF 12 INCHES BETWEEN DISTRIBUTION EQUIPMENT AND BUILDINGS AND OTHER VERTICAL STRUCTURES.
13. NO DIRECT SPRAY ONTO WALKWAYS, BUILDINGS, ROADWAYS AND DRIVES.
14. LAWN SPRAY PATTERNS PROVIDING HEAD TO HEAD COVERAGE.
15. WATER CONVEYANCE SYSTEMS WITH A FLOW VELOCITY OF FIVE FEET PER SECOND OR LESS.
16. PIPELINES DESIGNED TO PROVIDE THE SYSTEM WITH THE APPROPRIATE PRESSURE REQUIRED FOR MAXIMUM IRRIGATION UNIFORMITY.
17. PRESSURE REGULATING HEADS.
18. A MAINTENANCE CHECKLIST PROVIDED TO THE PROPERTY OWNER BY THE IRRIGATION CONTRACTOR ACCOMPANIED BY A RECOMMENDED MAINTENANCE SCHEDULE. PROPER IRRIGATION SYSTEM SETTINGS ACCORING TO SEASON, RECOMMENDATIONS FOR CHECKING RAIN SENSOR DEVICE, FILTER CLEANING RECOMMENDATIONS AND INFORMATION ON THE CURRENT WATER RESTRICTIONS.
19. IRRIGATION SYSTEM DESIGN WILL BE PERMITTED THROUGH VOLUSIA COUNTY.

VOLUSIA COUNTY LANDSCAPE REQUIREMENTS:

1. A HIGH VOLUME IRRIGATION AREA SHALL NOT EXCEED 50 PERCENT OF THE LANDSCAPED AREA. LOW OR MEDIUM VOLUME IRRIGATION AREAS MAY BE UTILIZED IN LIEU OF ANY HIGH VOLUME IRRIGATION AREA.
2. A MEDIUM VOLUME IRRIGATION AREA SHALL NOT EXCEED 25 PERCENT OF THE LANDSCAPED AREA HOWEVER, THE LANDSCAPED AREA MAY CONTAIN UP TO 75 PERCENT MEDIUM VOLUME IRRIGATION AREA, IF NO HIGH VOLUME IRRIGATION AREA IS UTILIZED ON SITE.
3. A LOW VOLUME IRRIGATION AREA MAY BE UTILIZED FOR AN ENTIRE LANDSCAPED AREA WITH THE EXCEPTION OF NATIVE VEGETATION AREAS REGULATED BY SECTION 50-373(b)(4).
4. IN THE ALTERNATIVE TO (1), (2), AND (3) ABOVE, IF 25 PERCENT OF THE PRE-EXISTING NATIVE VEGETATION IS RETAINED ON SITE, THE REMAINING 75 PERCENT OF THE LANDSCAPED AREA MAY BE A HIGH VOLUME IRRIGATION AREA. FOR ALL PRE-EXISTING NATIVE VEGETATION RETAINED ON A PARCEL:
   - NO SUPPLEMENTAL WATER SHALL BE APPLIED TO THE NATIVE VEGETATION AREA.
   - ONLY HAND PRUNING OF NATIVE VEGETATION IS ALLOWED.
   - MECHANICAL MOWING OR CLEARING IS PROHIBITED.

VOLUSIA COUNTY CONTRACTOR LICENSE REQUIREMENTS:

NO PERSON MAY INSTALL OR REPAIR AN IRRIGATION SYSTEM IN VOLUSIA COUNTY UNLESS THEY POSSESS A VALID IRRIGATION CERTIFICATE OF COMPETENCY FROM THE DEPARTMENT. THE FOLLOWING PERSONS ARE EXEMPTED FROM HAVING TO POSSESS A CERTIFICATE OF COMPETENCY:

- LICENSED FLORIDA WATER WELL CONTRACTORS AND FLORIDA STATE CERTIFIED PLUMING CONTRACTORS.
- FLORIDA STATE REGISTERED PLUMBING CONTRACTORS.
- PROPERTY OWNERS WHO PERSONALLY PERFORM CONSTRUCTION, MAINTENANCE OR REPAIRS ON AN IRRIGATION SYSTEM THAT SERVES HIS OR HER OWNER-OCCUPIED SINGLE FAMILY RESIDENCE.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2020 / 2021 AND QUALIFIED PRODUCTS LIST

INDEX NO.	DESCRIPTION	INDEX NO.	DESCRIPTION
102	TEMPORARY EROSION AND SEDIMENT CONTROL	514	OPTIONAL BASE GROUP AND STRUCTURAL NUMBERS
425-010	STRUCTURE BOTTOMS - TYPES J AND P	330-001	TURNOUTS
205	PIPE BACKFILL	546	SIGHT DISTANCE AT INTERSECTIONS
425-021	CURB INLET TOPS - TYPES 5 & 6	102-600	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES
425-024	CURB INLET TOP - TYPE 9		
425-052	DITCH BOTTOM INLETS - TYPES C, D, E AND H	102-602	TWO-LANE, TWO-WAY, WORK ON SHOULDER
430-022	SIDE DRAIN MITERED END SECTION	102-603	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY
520-001	CURB & CURB AND GUTTER	102-660	PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS
522-002	PUBLIC SIDEWALK CURB RAMPS	700-101	TYPICAL SECTIONS FOR PLACEMENT OF SINGLE & MULTIPLE-COLUMN SIGNS
350-001	CONCRETE PAVEMENT JOINTS		
522-001	CONCRETE SIDEWALK	711-001	SPECIAL MARKING AREAS
120-001	EMBANKMENT UTILIZATION		

ABBREVIATIONS

AWWA WORKS	AMERICAN WATER ASSOCIATION	H/C	HANDICAP	SAN	SANITARY
CMP	CORRUGATED METAL PIPE	HDPE	HIGH DENSITY POLYETHYLENE	SH	SEASONAL HIGH
		INV	INVERT	SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
CPP	CORRUGATED PLASTIC PIPE	K_H	HORIZONTAL PERMEABILITY	SMH	SANITARY MANHOLE
CTV	CABLE TELEVISION	K_V	VERTICAL PERMEABILITY	SS	SANITARY SEWER
D/P	DUCTILE IRON PIPE	KO	KNOCK OUT	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
ESMT	EASEMENT	LF	LINEAL FEET	TSB	TEMPORARY SEDIMENT BASIN
EXIST	EXISTING	MB	MAP BOOK		
FAC	FLORIDA ADMINISTRATIVE CODE	MES	MITERED END SECTION	TYP	TYPICAL
		MJ	MECHANICAL JOINT	UGE	UNDERGROUND ELECTRIC
FACBC	FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION	N/A	NOT APPLICABLE	UGT	UNDERGROUND TELEPHONE
		NIC	NOT IN CONTRACT		
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	NGVD	NATIONAL GEODETIC VERTICAL DATUM	USACOE	UNITED STATES ARMY CORP OF ENGINEERS
		OHE	OVERHEAD ELECTRIC	W	WATER (POTABLE)
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	OR	OFFICIAL RECORD		
		PG	PAGE		
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	PSI	POUNDS PER SQUARE INCH		
		PVC	POLYVINYL CHLORIDE		
FH	FIRE HYDRANT	PVMT	PAVEMENT		
FOC	FIBER OPTIC CABLE	R	RADIUS		
FF EL	FINISH FLOOR ELEVATION	RCP	REINFORCED CONCRETE PIPE		
FM	FORCE MAIN				
F/PD	FEET PER DAY	RPM	REFLECTIVE PAVEMENT MARKER		
G	GAS				
GW	GROUND WATER	R/W	RIGHT-OF-WAY		

SITE AND GENERAL INFORMATION

1. THE PROPERTY AREA BOUNDARY CONSISTS OF 854,635 SF OR 19.620 ACRES. FOR BOUNDARY AND TOPOGRAPHIC SURVEY REFER TO THE SURVEY PERFORMED BY SLIGER AND ASSOCIATES (SEE SHEET No. 2.1, 2.2, 2.3 & 2.4 OF THESE PLANS).
2. THE EXISTING ZONING IS B-8 (COMMERCIAL) AND A-2 (RURAL AGRICULTURE). THE PROPOSED ZONING IS PBD (PLANNED BUSINESS DEVELOPMENT).
3. THE FLUM IS (1) OPEN SPACE / CONSERVATION, (2) RESIDENTIAL, OFFICE RETAIL AND (3) GENERAL COMMERCIAL.
4. THE TAX PARCEL NUMBERS ARE 412500000221 AND 412500000230.
5. THE EXISTING SITE CONDITION IS UNDEVELOPED. THE FLUCFCS LAND USE IS (191) UNDEVELOPED LAND WITHIN URBAN AREAS.
6. PER THE USDA NATURAL RESOURCES CONSERVATION SERVICE FOR VOLUSIA COUNTY, THE SCS SOILS MAP INDICATES THE SITE CONSISTS OF (1) APOPKA FINE SAND, 0 TO 5 PERCENT SLOPES, (19) DELAND FINE SAND, 0 TO 5 PERCENT SLOPES, (22) ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES, (23) FARMTON FINE SAND AND (51) POMONA-ST. JOHNS COMPLEX.
7. THE SITE IS LOCATED WITHIN ZONE "X" & "AE" PER FEMA MAP PANEL No. 12127C0194 J, DATED FEBRUARY 19, 2014.
8. ELECTRICAL UTILITY SERVICE WILL BE PROVIDED BY FLORIDA POWER & LIGHT. NATURAL GAS WILL BE PROVIDED BY TECO PEOPLES GAS COMPANY. TELEPHONE, CABLE AND INTERNET SERVICE WILL BE PROVIDED BY AT&T. CABLE TV AND INTERNET CAN ALSO BE PROVIDED BY SPECTRUM.
9. SOLID WASTE WILL BE COLLECTED AND DISPOSED OF BY WASTE PRO, INC.
10. THE SITE IS NOT LOCATED WITHIN THE LIMITS OF A WELLHEAD PROTECTION ZONE AND THERE IS NO ORDINARY HIGH WATER (OHW) LINE WITHIN THE SITE.
11. STORMWATER WILL BE PROVIDED BY INTERCONNECTED EXFILTRATION AND DRY RETENTION PRE-TREATMENT TO WET DETENTION POND SYSTEM.
12. POTABLE WATER AND WASTEWATER UTILITIES PROVIDED BY CITY OF ORMOND BEACH.
13. IRRIGATION SERVICE WILL BE PROVIDED BY PRIVATE WELL.
14. ACCESS WILL BE PROVIDED FROM S.R. 40 (GRANADA BOULEVARD) WITH A RIGHT-IN AND RIGHT-OUT DRIVEWAY. EMERGENCY ACCESS WILL BE PROVIDED BY CONNECTION TO WALGREENS.

SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING	LANDSCAPE
FRONT (TYMBER CREEK)	25 FEET	20 FEET
REAR (NORTH)	20 FEET	20 FEET
SIDE (WEST)	10 FEET	20 FEET
SIDE (INTERIOR)	10 FEET	6 FEET
SIDE (CORNER)	20 FEET	6 FEET
MAXIMUM BUILDING HEIGHT		45 FEET

* SECTION 2-36(d) STATES, "HEIGHT LIMITS MAY EXCEED THAT ALLOWED BY DISTRICT REGULATIONS BY A MAXIMUM FIFTEEN FEET (15'), PROVIDED THAT THE STRUCTURE IS LOCATED AS TO NOT HAVE AN ADVERSE IMPACT ON ADJOINING PROPERTIES, PARTICULARLY SINGLE-FAMILY HOMES. THIS ADDITIONAL HEIGHT ALLOWANCE WILL NOT BE AWARDED FOR ANY PORTION OF A STRUCTURE LOCATED WITHIN FIFTY FEET (50') OF A SINGLE FAMILY HOME OR FOR A VACANT SITE IN A ZONING DISTRICT DESIGNED PRIMARILY FOR SUCH USE. IN NO CASE SHALL ANY BUILDING HEIGHT EXCEED SEVENTY-FIVE FEET (75') WHEN MEASURED FROM THE AVERAGE MEDIAN LOT ELEVATION TO THE HIGHEST POINT OF ANY STRUCTURE AND/OR ATTACHED SERVICES."

MAXIMUM BUILDING COVERAGE	35%
MAXIMUM IMPERVIOUS LOT COVERAGE	75%

THE B-8 ZONING DISTRICT ALLOWS 10 UNITS PER ACRE. THE LAND USE CATEGORIES ALLOW:
(1) "OPEN SPACE/CONSERVATION" (3.2 ACRES) - 0 UNITS
(2) "RESIDENTIAL, OFFICE RETAIL" (3.2 ACRES) - 48 UNITS
(3) "GENERAL COMMERCIAL" (13.22 ACRES) - 423 UNITS

THE PROPERTY'S LAND USES ALLOW A TOTAL OF 471 UNITS (300 UNITS PROPOSED).
THE UNITS PER ACRE NEED TO BE BASED UPON 16.42 ACRES OR
270 UNITS / 16.42 = 16.44 UNITS PER ACRE

NO STRUCTURE SHALL EXCEED 180 LINEAR FEET IN LENGTH PER LDC SECTION 2-57(22)(f).

2. PROPOSED SITE COVERAGE:

	SQ. FT	ACRE	%
BUILDINGS	120,665	2.770	14.1
PAVEMENT	161,047	3.697	18.8
CONCRETE SIDEWALKS / PADS/ POOL DECK	45,724	1.050	5.4
RESERVED PARKING	11,410	0.262	1.3
EXTERIOR LANDSCAPE	67,254	1.544	7.9
INTERIOR LANDSCAPE	319,004	7.323	37.3
WET DETENTION PONDS	36,353	0.835	4.3
WETLANDS	104,588	2.401	12.2
TOTAL SITE	854,635	19.620	100.0
TOTAL IMPERVIOUS	327,436	7.517	38.3
TOTAL PERVIOUS	527,199	12.103	61.7

3. PARKING REQUIREMENTS

UNIT MIX

1.5 SPACES PER 1 BED ROOM x 114	= 171 SPACES
0.5 SPACES RESERVE PER 1 BEDROOM x 114	= 57 SPACES
2.0 SPACES PER 2 BED ROOM x 144	= 288 SPACES
2.0 SPACES PER 3 BEDROOM x 12	= 24 SPACES
TOTAL REQUIRED PARKING	= 540 SPACES

4. PARKING PROVIDED

		%
HANDICAP	11	2.0
STANDARD	489	90.6
RESERVE	40	7.4
TOTAL PARKING PROVIDED	540	100.0

5. BICYCLE PARKING REQUIRED

10% OF TOTAL PARKING = 0.10 x 540 = 54
REQUIRED BICYCLE PARKING = 54 SPACES

6. BICYCLE PARKING PROVIDED

57 BICYCLE SPACES PROVIDED

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
3/29/23	CITY COMMENTS

1200 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
L.B. # 3724
L.C.# 26000394
© 2013
Civil Engineering
Transportation, CEI
Landscape Architecture

NEWKIRK ENGINEERING INC.

DEVELOPMENT INFORMATION AND CONSTRUCTION NOTES

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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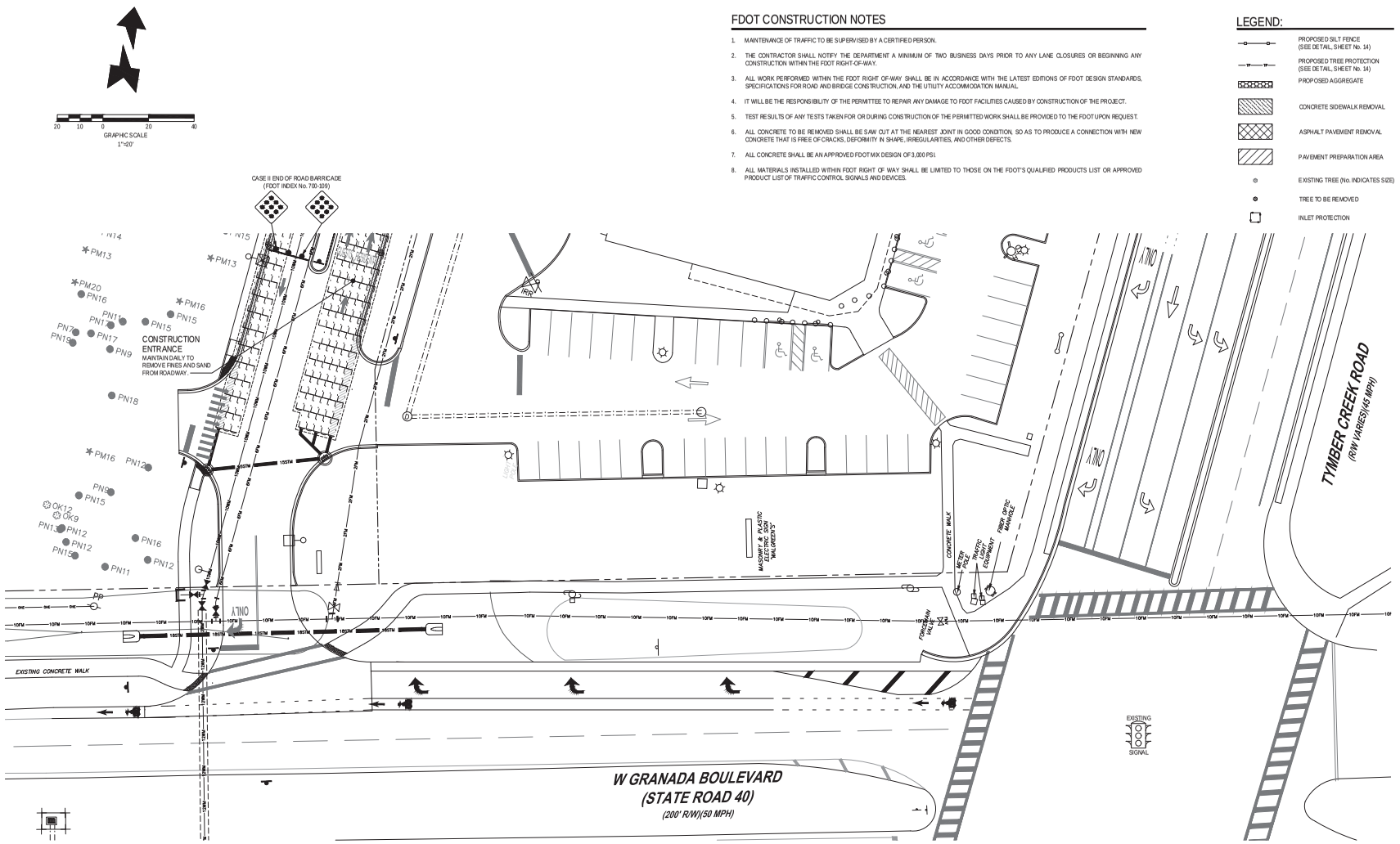
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	

DRAWING NUMBER

8



FDOT CONSTRUCTION NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF FDOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
5. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
6. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, IRREGULARITIES, AND OTHER DEFECTS.
7. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
8. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT OF WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL, SHEET No. 14)
- PROPOSED TREE PROTECTION (SEE DETAIL, SHEET No. 14)
- PROPOSED AGGREGATE
- CONCRETE SIDEWALK REMOVAL
- ASPHALT PAVEMENT REMOVAL
- PAVEMENT PREPARATION AREA
- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED
- INLET PROTECTION

One Nation... One Number... 811 Know what's below. Call before you dig.

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
10/25/22	OWNER

1200 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 28000394
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© 2013
Civil Engineering
Transportation, CEI
Landscape Architecture
NEWKIRK ENGINEERING

STATE ROAD 40
RIGHT-OF-WAY SWPPP
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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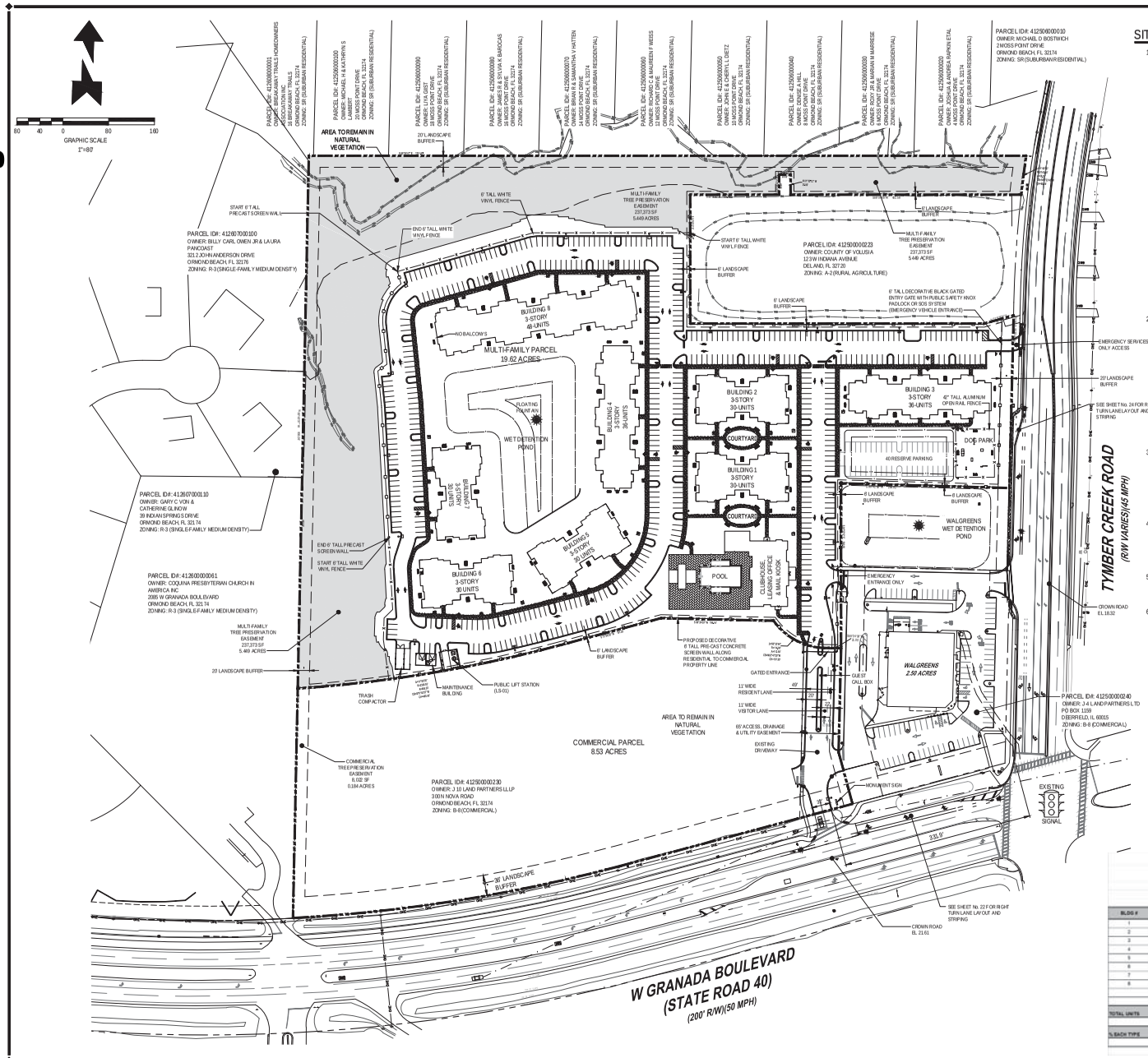
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

12



SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING	LANDSCAPE
FRONT (TYMBER CREEK)	25 FEET	20 FEET
REAR (NORTH)	20 FEET	20 FEET
SIDE (WEST)	10 FEET	20 FEET
SIDE (INTERIOR)	10 FEET	6 FEET
SIDE (CORNER)	20 FEET	6 FEET
MAXIMUM BUILDING HEIGHT		45 FEET

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MAXIMUM BUILDING COVERAGE	35%
MAXIMUM IMPERVIOUS LOT COVERAGE	75%

THE B-8 ZONING DISTRICT ALLOWS 10 UNITS PER ACRE. THE LAND USE CATEGORIES ALLOW:
(1) "OPEN SPACE/CONSERVATION" (32 ACRES) - 0 UNITS
(2) "RESIDENTIAL, OFFICE RETAIL" (3.2 ACRES) - 48 UNITS
(3) "GENERAL COMMERCIAL" (13.22 ACRES) - 423 UNITS

THE PROPERTY'S LAND USES ALLOW A TOTAL OF 471 UNITS (300 UNITS PROPOSED).
THE UNITS PER ACRE NEED TO BE BASED UPON 16.42 ACRES OR
270 UNITS / 16.42 = 16.44 UNITS PER ACRE

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2. PROPOSED SITE COVERAGE:

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BUILDINGS	120,665	2.770	14.1
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RESERVED PARKING	11,410	0.262	1.3
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RESERVE	40	7.4
TOTAL PARKING PROVIDED	540	100.0

5. BICYCLE PARKING REQUIRED

10% OF TOTAL PARKING = 0.10 x 540 = 54
REQUIRED BICYCLE PARKING = 54 SPACES

6. BICYCLE PARKING PROVIDED

57 BICYCLE SPACES PROVIDED

TYMBER CREEK APARTMENTS - SCHEME A

UNIT MIX & BUILDING SCHEDULE

			UNIT SQ. FT.	1 BD / 1BA 774	1 BD / 1BA 782	1 BD / 1BA 794	2BD / 2BA 1126	3BD / 2BA 1311	
BLDG #	BLDG TYPE	# OF STORIES		A1	A2	A3	B1	C1	TOTAL
1	GARDEN	3 STORY		-	-	12	24	-	36
2	GARDEN	3 STORY		12	6	-	12	-	30
3	GARDEN	3 STORY		12	6	-	13	-	31
4	GARDEN	3 STORY		-	-	12	24	-	36
5	GARDEN	3 STORY		12	6	-	12	-	30
6	GARDEN	3 STORY		12	6	-	12	-	30
7	GARDEN	3 STORY		12	6	-	12	-	30
8	GARDEN	3 STORY		-	-	-	36	12	48
TOTAL UNITS				60	30	24	144	12	270
% EACH TYPE				22.22%	11.11%	8.89%	53.33%	4.44%	100%

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
10/25/22	OWNER
1/30/23	OWNER
3/29/23	CITY COMMENTS

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OVERALL DEVELOMENT PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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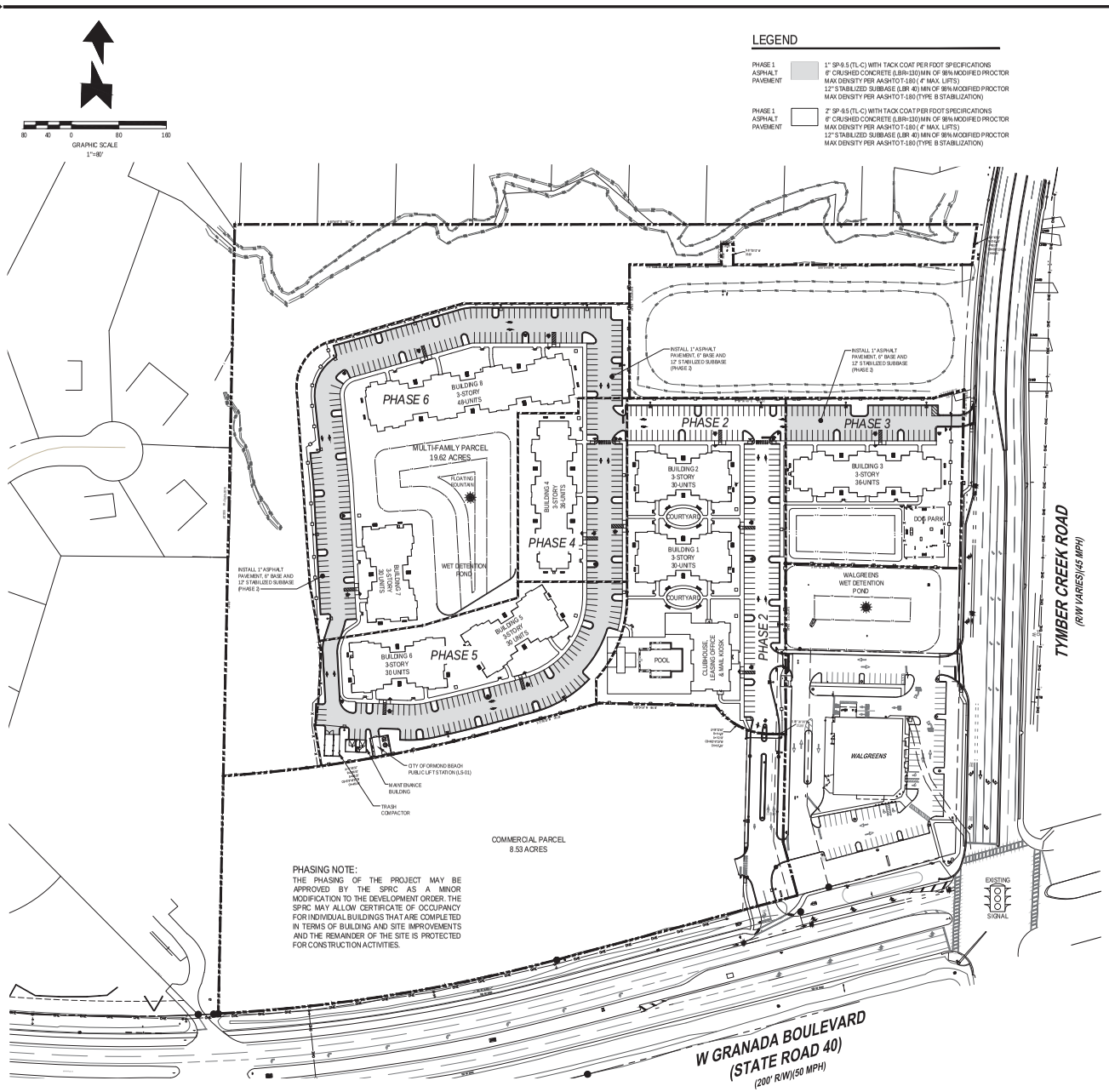
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 80'

DRAWING NUMBER

15



PHASING NOTE:
THE PHASING OF THE PROJECT MAY BE APPROVED BY THE SPRC AS A MINOR MODIFICATION TO THE DEVELOPMENT ORDER. THE SPRC MAY ALLOW CERTIFICATE OF OCCUPANCY FOR INDIVIDUAL BUILDINGS THAT ARE COMPLETED IN TERMS OF BUILDING AND SITE IMPROVEMENTS AND THE REMAINDER OF THE SITE IS PROTECTED FOR CONSTRUCTION ACTIVITIES.

PHASE 1 (SITE INFRASTRUCTURE CONSTRUCTION)

1. INSTALL ALL SITE FENCE, TREE BARRICADES AND CONSTRUCTION ENTRANCE.
2. CLEARING AND GRUBBING ENTIRE SITE WITHIN LIMITS OF CONSTRUCTION.
3. EARTHWORK IMPROVEMENTS CONSISTING OF SITE GRADING AND STORMWATER PONDS.
4. INSTALL PUBLIC LIFT STATION AND SANITARY SEWER MAIN, MANHOLES AND SERVICES.
5. INSTALL WATER MAIN, FIRE HYDRANTS, WATER SERVICES AND FIRE SERVICES.
6. INSTALL STORMWATER INLETS, DRAINAGE PIPES, CONTROL STRUCTURES, STORM-TECH EXFILTRATION AND MITERED END SECTIONS.
7. INSTALL SEGMENTAL RETAINING WALL.
8. INSTALL FIRST LIFT OF ASPHALT PAVEMENT CONSISTING OF STABILIZED SUBBASE, BASE AND1 INCH OF ASPHALT PAVEMENT.
9. TYMBER CREEK ROADWAY IMPROVEMENTS CONSISTING OF RIGHT-TURN LANE AND DUEL LEFT TURN LANE EXPANSION.
10. SURVEYOR TO PREPARE AS-BUILTS FOR WATER AND SEWER IMPROVEMENTS.
11. ENGINEER OF RECORD TO PREPARE FDEP WATER AND WASTEWATER CERTIFICATIONS FOR CITY OF ORMOND BEACH APPROVAL. ENGINEER OF RECORD TO SUBMIT FDEP WATER AND WASTEWATER CERTIFICATIONS TO FDEP FOR FINAL APPROVAL.
12. ENGINEER OF RECORD TO CERTIFY TYMBER CREEK ROAD IMPROVEMENTS WITH VOLUSIA COUNTY.

PHASE 2 (CLUBHOUSE, BUILDING 1 & 2)

1. ALL SITE INFRASTRUCTURE IMPROVEMENTS SHALL BE CONSTRUCTED INCLUDING FIRST LIFT OF ASPHALT FOR THE ENTIRE DEVELOPMENT PRIOR TO REQUESTING ANY BUILDING CLEARING FOR OCCUPANCIES.
2. CONSTRUCT CLUBHOUSE AND POOL, BUILDING 1 AND 2 BUILDING IMPROVEMENTS.
3. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
4. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
5. INSTALL SIDEWALK CONNECTION TO GRANADA BOULEVARD.
6. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
7. INSTALL PRE-CAST SCREEN WALL.
8. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
9. INSTALL LANDSCAPE, IRRIGATION AND FLOATING FOUNTAIN WITHIN WALGREENS.
10. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
11. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
12. INSTALL TEMPORARY DUMPSTER.
13. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
14. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
15. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 3 (BUILDING 3)

1. CONSTRUCT BUILDING 3 BUILDING IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL SIDEWALK CONNECTION TO TYMBER CREEK ROAD.
5. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
6. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
7. INSTALL TEMPORARY DUMPSTER.
8. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
9. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
10. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
11. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
12. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS A REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 4 (BUILDING 4)

1. CONSTRUCT BUILDING 4 BUILDING IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. INSTALL TEMPORARY DUMPSTER.
7. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
8. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
11. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 5 (BUILDING 5, 6, MAINTENANCE BLDG. & TRASH COMPACTOR)

1. CONSTRUCT BUILDING 5, 6, MAINTENANCE BUILDING AND TRASH COMPACTOR IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. REMOVE ALL TEMPORARY DUMPSTER'S.
7. SURVEYOR TO PREPARE AS-BUILTS FOR THIS PHASE.
8. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
11. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 6 (BUILDING 7, 8 & ENTIRE SITE FINAL RE-INSPECTION)

1. CONSTRUCT BUILDING 7, 8 BUILDING IMPROVEMENTS AND FINAL SITE RE-INSPECTION.
2. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. IINSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. SURVEYOR TO PREPARE AS-BUILTS FOR THIS PHASE.
7. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
8. INSTALL FLOATING FOUNTAIN IN WET DETENTION POND.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. ENGINEER OF RECORD TO CERTIFY STORMWATER SYSTEM WITH SJRWMD.
11. ENGINEER OF RECORD TO CERTIFY FDEP NPDES NOTICE OF TERMINATION.
12. CITY OF ORMOND BEACH PHASE INSPECTION AND RE-INSPECTION OF ENTIRE SITE WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
13. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

CITY OF ORMOND BEACH SPRC NOTE:

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REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
10/25/22	OWNER
3/29/23	CITY COMMENTS

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NEWKIRK ENGINEERING

OVERALL PHASING PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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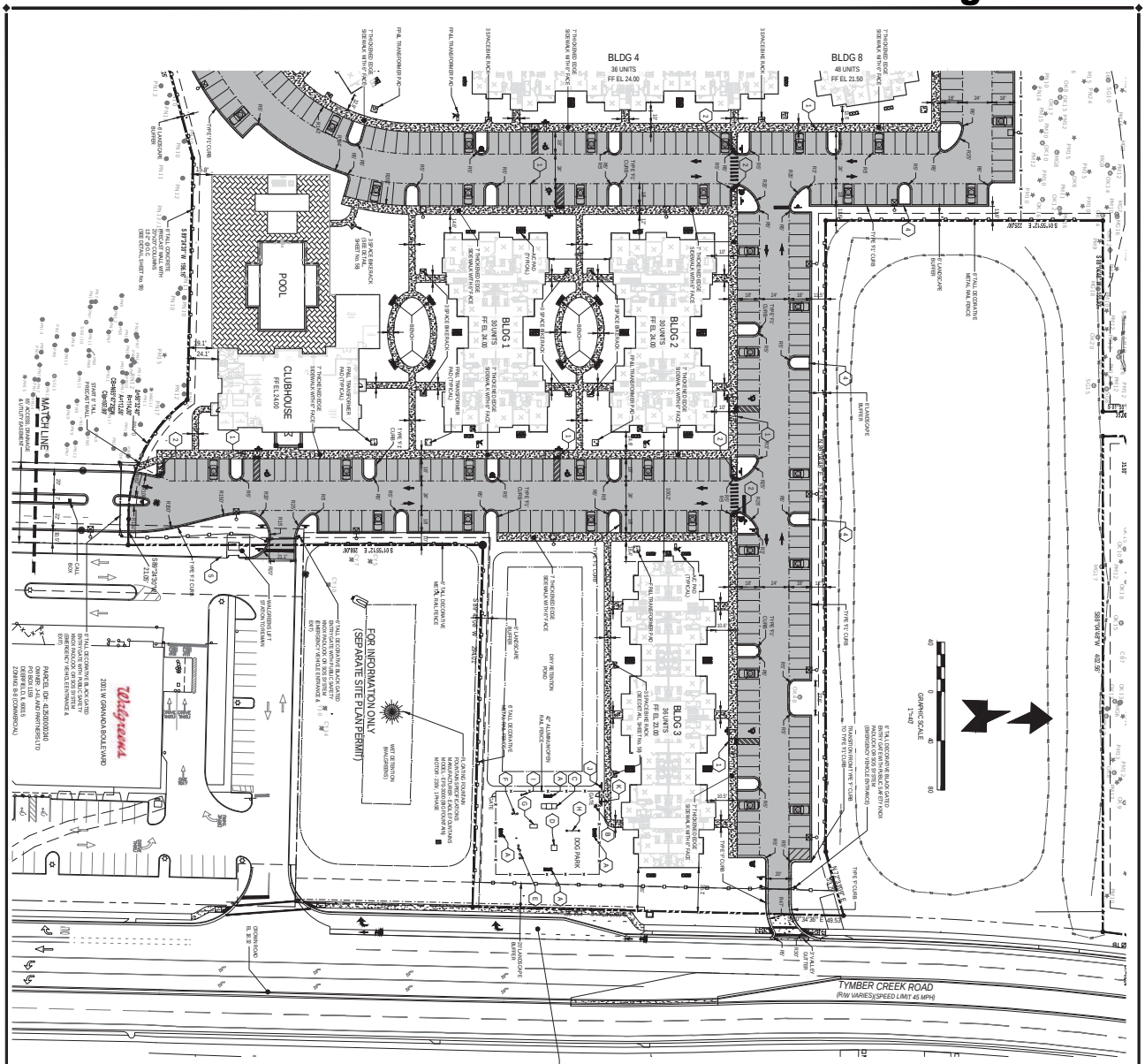
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1"= 80'

DRAWING NUMBER

16



PAVING LEGEND

- ASPHALT PAVEMENT — 7" FOR A1-D, D (LIGHT) TRUCK TRAFFIC PER FDOT SPECIFICATIONS; 6" CRUSHED CONCRETE (LBR=100 MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180) (4" MAX LIFTS)
- CONCRETE PAVEMENT — 6" CONCRETE (4,000 P.S.I. @ 28 DAYS) WITH FIBER MESH PER MANUFACTURER SPECIFICATIONS; 12" STABILIZATION (98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (8" LIFTS) (TYPE B STABILIZATION (SEE DETAIL SHEET No. 9A & 9B)
- CONCRETE SIDEWALK — 4" THICK CLASS I CONCRETE (3,000 P.S.I. @ 28 DAYS) PER FDOT INDEX 522-010 (SEE DETAIL SHEET No. 9A, 9B, & 9C)
- POOL DECK PAVERS — POOL DECK PAVERS

DOG PARK / PLAYGROUND KEYNOTES:

HTTPS://PARKWAYBOUSE.COM/PRODUCT/INTERMEDIATE-COURSE-BARK/PARK-DOG-AGILITY-COURSE/

- (A) GYMS FOR DOGS 6' PARK BENCH (62.DP.03)
- (B) DOG PARK PET CLEAN UP WASTE STATION (DU-PWH-P7)
- (C) KING OF THE HILL (62.DP.10)
- (D) PAWS TABLE (62.DP.11)
- (E) STEPPING PAWS (62.DP.13)
- (F) HOOP JUMP (62.DP.13)
- (G) DOGGIE DAM/L (62.DP.09)
- (H) ROVER JUMP OVER (62.DP.25)
- (I) DRINKING FOUNTAIN (64MK.04)
- (J) GYMS FOR DOGS WELCOME SIGN (24.WELCM.SIGN)
- (K) GYMS FOR DOGS RULES SIGN (24.RULES.SIGN)

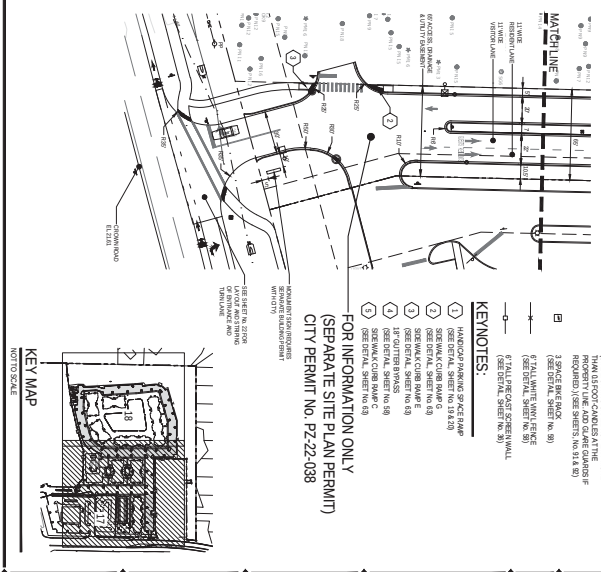
LEGEND

- TYPE F CURB (SEE DETAIL SHEET No. 9A & 9B)
- "FT" CURB (SEE DETAIL SHEET No. 9B)
- TYPE VALLEY GUTTER (SEE DETAIL SHEET No. 9B)
- TRANSITION FROM TYPE 'F' CURB TO TYPE 'FT' CURB
- 24" DETECTABLE WARNING MAT (SEE DETAIL SHEET No. 9B)
- SITE LIGHTING PLAN FOR COMPLETE SPECIFICATIONS (SEE SITE LIGHTING PLAN) NOTE: NO MORE THAN 0.5 FOOT CANDLES AT THE PROPERTY LINE. ADD GLARE GUARDS IF REQUIRED. (SEE SHEETS No. 91 & 92)
- 3 SPACE BIKE RACK (SEE DETAIL SHEET No. 9B)
- 6' TALL PRECAST SCREEN WALL (SEE DETAIL SHEET No. 36)

KEYNOTES:

1. HANDICAP PARKING SPACE RAMP (SEE DETAIL SHEET No. 9A & 12A)
2. SIDEWALK CURB RAMP (SEE DETAIL SHEET No. 6B)
3. SIDEWALK CURB RAMP E (SEE DETAIL SHEET No. 6B)
4. SIDEWALK CURB RAMP C (SEE DETAIL SHEET No. 6B)
5. SIDEWALK CURB RAMP C (SEE DETAIL SHEET No. 6B)

FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038



KEY MAP
NOT TO SCALE

REVISIONS	
DATE	DESCRIPTION
4/1/22	CITY COMMENTS
6/1/22	CITY COMMENTS
7/1/22	CITY COMMENTS
8/1/22	OWNER
9/1/22	OWNER
10/1/22	OWNER
10/3/23	CITY COMMENTS

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L.C. # 26000584
C 2013
Civil Engineering, Transportation, CEI & Landscape Architecture

SITE LAYOUT PLAN (SHT. 1 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. 62971
STATE OF FLORIDA
PROFESSIONAL ENGINEER
NO. 62971

PROJECT No:	2020-08
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NHS
CHECKED BY:	HHN
SCALE:	1"=40'
DRAWING NUMBER	17

REVISIONS	
DATE	DESCRIPTION
4/12/21	CITY COMMENTS
6/22/21	CITY COMMENTS
8/31/21	OWNER
10/14/21	ENGINEER
11/10/21	OWNER
12/9/21	CITY COMMENTS

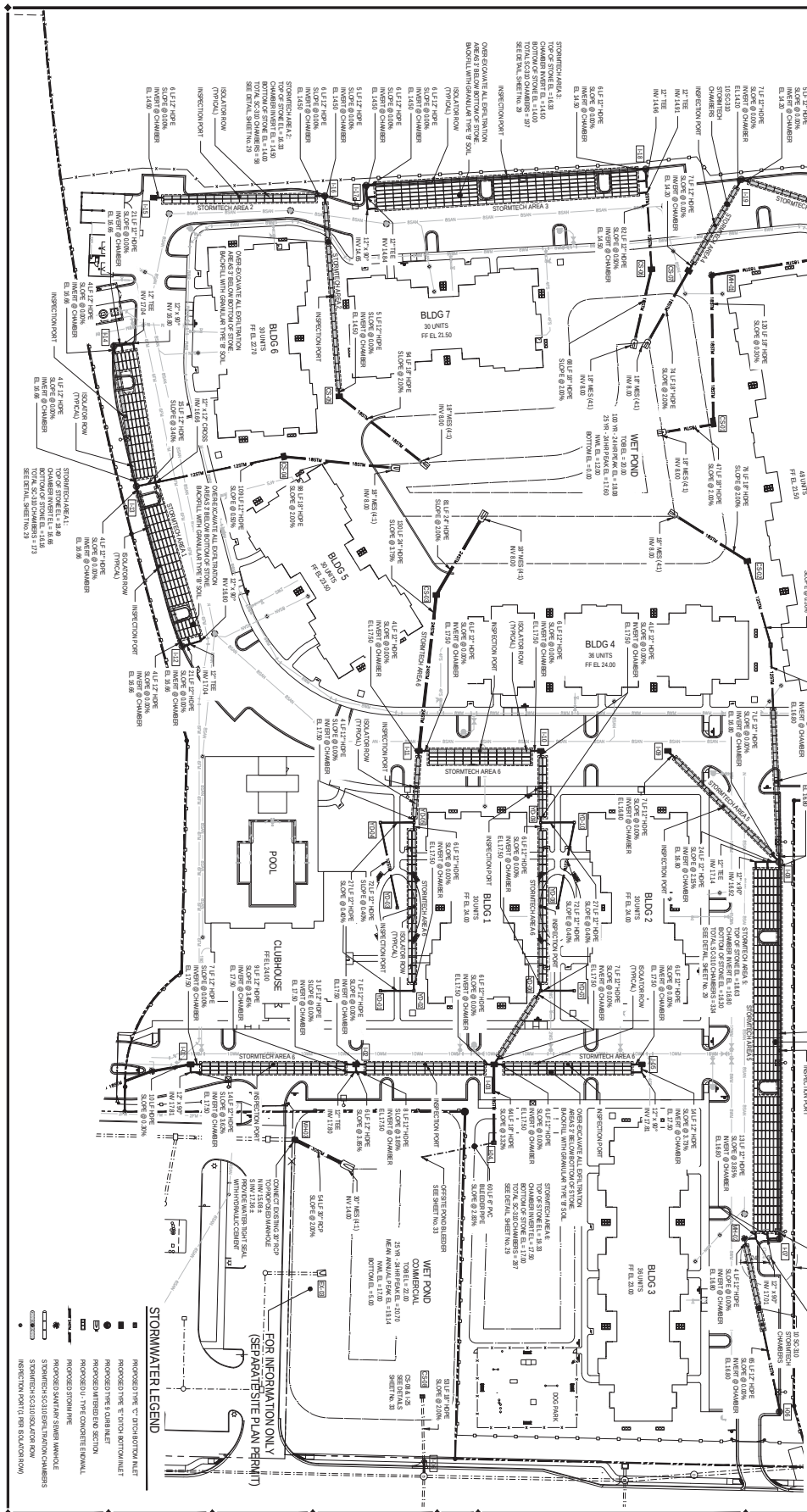
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SITE LAYOUT PLAN (SHT. 2 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER

PROJECT No:	2020-08
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NRS
CHECKED BY:	HHN
SCALE:	1" = 40'
DRAWING NUMBER	18



SUMMARY OF DRAINAGE:

THE EMBANKMENT MASTER QUALITY TREATMENT VOLUME REQUIRED IS THE GREATER OF 1-INCH OF RUNOFF OVER THE DRAINAGE RETENTION AREA OR 2.5-INCHES OVER THE IMPERVIOUS SURFACE PLUS AN ADDITIONAL 15 INCHES FOR ON-LINE STORAGE. AN ADDITIONAL 50% OF THE REQUIRED TREATMENT VOLUME IS REQUIRED FOR DISCHARGE TO OUTSTANDING FLORIDA WATERS. THE TREATMENT SYSTEM IS DESIGNED TO ENSURE THE POST-DEVELOPMENT DISCHARGE RATE AND VOLUME DOES NOT EXCEED THE PRE-DEVELOPMENT RATE AND VOLUME FOR THE MEAN ANNUAL 25 YEAR-24 HOUR, AND 100 YEAR-24 HOUR STORM EVENTS.

Design Storm	Rainfall (inches)	Discharge Rates (cfs)			Outflow Volume (ac-ft)			Max Flood Peak Stage (ft)
		North	South	East	North	South	East	
Mean Annual, 24-Hour	PRE	5.0	4.41	0.62	0.75	66.987	2.928	6.571	15.29
	POST		1.07	0.00	0.00	51.487	0	0	
25 Year, 24-Hour	PRE	9.0	13.77	1.93	2.33	153.044	5.989	20.59	17.40
	POST		3.77	0.00	0.00	132.044	0	0	
100 Year, 24-Hour	PRE	11.0	21.46	1.62	3.64	244.318	7.196	27.847	17.91
	POST		5.59	0.00	0.00	222.454	0	0	

STORM EVENT	PRE-DEVELOPMENT DISCHARGE VOLUME	POST-DEVELOPMENT DISCHARGE VOLUME	VOLUME RETAINED
MEAN ANNUAL	4.630 Ac-Ft	3.181 Ac-Ft	1.449 Ac-Ft
25YR-24HR	14.633 Ac-Ft	13.171 Ac-Ft	1.462 Ac-Ft
100YR-24HR	6.419 Ac-Ft	5.107 Ac-Ft	1.311 Ac-Ft

TREATMENT VOLUME REQUIRED (AC-FT)	4.931
TREATMENT VOLUME PROVIDED (AC-FT)	6.157
HALF-TIME DRAIN VOLUME RECOVERY (HOURS)	29.0

GENERAL DRAINAGE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES.
2. ALL PIPE FROM THE BUILDING DRAINS SHALL BE SMOOTH INTERIOR CORRUGATED HDPE.
3. ALL STORM PIPE SHALL BE CONSTRUCTED OF HDPE (SEE PIPE WITH CERTIFIED WATERTIGHT JOINTS BY THE MANUFACTURER. ACCEPTABLE HDPE PIPE SHALL BE ADS N-12 OR EQUAL.
4. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL MATERIALS AND STRUCTURES TO THE ENGINEER (NEWKIRK ENGINEERING, INC) FOR APPROVAL PRIOR TO THE PURCHASE OF ANY MATERIALS.
5. CONTRACTOR TO PLACE FILTER FABRIC BETWEEN DRAINAGE STRUCTURES AND TOPS TO PREVENT SOIL INTRUSION. THE FABRIC SHALL BE PERIODICALLY CLEANED OF SAND A MINIMUM OF TWICE DURING CONSTRUCTION.
6. ALL STORM STRUCTURES, INLETS, CLEANOUTS, ETC. WITHIN THE CONSTRUCTION AREA SHALL BE PROTECTED BY SILT FENCE, HAY BALES, ETC. WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFFSITE.
7. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED WITH TRAFFIC RATED LIDS (RXD LOADING AND BE INSTALLED ACCORDINGLY PER FDOT STANDARD SPECIFICATIONS.
8. ALL DRAINAGE STRUCTURES WITHIN PAVED AREAS SHALL BE CLEANED OF SAND AT THE LAST STAGE OF CONSTRUCTION PRIOR TO THE FINAL INSPECTION.
9. ALL STORM INLET GRATES SHALL BE STEEL (TRAFFIC RATED).
10. ALL ROOTS THAT ARE BROKEN OR CHOPPED WITHIN THE CRZ ZONE SHALL BE DONE WITH SHALL BE SAW CUT CLEAN, Y WITH A SHARP SUPERVISION BY ISA CERTIFIED ARBORIST AND DETAILS AND NOTES ON SHEET 27.
11. AND REPLACE SOILS WITH GRANULAR TYPE 'B' SOILS.

ALL ROOTS THAT ARE BROKEN OR CHOPPED DRAINAGE WITHIN 48" OAK TREE CRITICAL ZONE SUPERVISION BY ISA CERTIFIED ARBORIST AND

ALL EXCAVATION WITHIN RETENTION AREAS 3 FEET BELOW BOTTOM OF STONE SHALL BE PERFORMED WITH LOW GROUND PRESSURE EQUIPMENT TO PREVENT COMPACTION OF SOILS.

STORMWATER LEGEND

- PROPOSED TYPE 'C' DITCH BOTTOM INLET
- PROPOSED TYPE 'E' DITCH BOTTOM INLET
- PROPOSED TYPE 9 CURB INLET
- PROPOSED MITERED END SECTION
- PROPOSED D - TYPE CONCRETE HEADWALL
- PROPOSED STORM PIPE
- PROPOSED SANITARY SEWER MANHOLE
- STORMTECH SC310 PERFORATED CHAMBERS
- STORMTECH SC310 ISOLATOR ROW
- INSPECTION PORT (3 PER ISOLATOR ROW)

REVISIONS		
NO.	DATE	DESCRIPTION
1	01/27/21	REVISED COMMENTS
2	02/17/21	SITE CHANGES
3	03/01/21	COMMENTS
4	03/23/21	OWNER

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NEWKIRK ENGINEERING INC

DRAINAGE PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. 62971

PROJECT No: 2020-08
DATE: NOVEMBER 2021
DESIGN BY: HHN
DRAWN BY: NHS
CHECKED BY: HHN
SCALE: 1"=40'

DRAWING NUMBER **26**

GENERAL EARTHWORK NOTES:

1. REMOVE ALL ORGANIC OR UNSUITABLE MATERIALS. IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE MATERIAL COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
2. ALL EMBANKMENTS SHALL BE COMPACTED TO 98% FOR COMMERCIAL AREAS, 95% FOR PAVED AREAS AND 95% FOR UNPAVED AREAS PER AASHTO T-180 MODIFIED PROCTOR TEST.
3. TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
4. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.
5. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
6. ALL NON-PAVED AREAS MUST BE PLANTED, GRASSED, OR MULCHED.

GENERAL GRADING NOTES:

1. CROSS SLOPES OF ACCESSIBLE PARKING SPACES AND ACCESS AISLE SHALL BE PLANED OR MANUFACTURED TO BE THE MINIMUM POSSIBLE AS REQUIRED BY THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
2. THE MAXIMUM ELEVATION CHANGE AT THE ENTRANCE DOOR MAY NOT EXCEED 1/2 INCH.
3. ALL SIDEWALK MARKINGS SHALL HAVE SLOPES NOT GREATER THAN 1/4 INCH / 1 FOOT IN MANEUVERING SPACES AT ALL DOORWAYS.
4. ALL SIDEWALKS SHALL HAVE A LONG SLOPE (LS) NO MAXIMUM.
5. ALL CURB RAMPS SHALL COMPLY WITH SECTION 406 OF FACBC.
6. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEY OR UTILIZING GEODETIC DATA AS SHOWN ON THE PLANS OF DRAWING FOR PURPOSES OF STAKING ARE AT THE SURVEYOR.

BENCHMARK INFORMATION:

#1 RAILROAD SPIKE
ELEVATION = 22.00

#2 RAILROAD SPIKE
ELEVATION = 33.06

VERTICAL DATA
ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988, FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE (NAVD) DATUM OF 1988

GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- DRAINAGE FLOW ARROW
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- MATCH EXISTING GRADE

KEYNOTES:

1. SIDEWALK CURB RAMP 7 (SEE DETAIL SHEET No. 6.0)
2. SIDEWALK CURB RAMP E (SEE DETAIL SHEET No. 6.0)
3. SIDEWALK CURB RAMP G (SEE DETAIL SHEET No. 6.0)

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS	
DATE	DESCRIPTION
4/7/22	PER PLANS
5/23/22	PER PLANS
8/24/23	CITY COMMENTS

NEWKIRK ENGINEERING INC
1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
C 2013
Civil Engineering, Transportation, CEI & Landscape Architecture

GRADING PLAN (SHT. 1 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. # 62971
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NRS
CHECKED BY:	HHN
SCALE:	1"=40'
DRAWING NUMBER	34

GENERAL EARTHWORK NOTES:

1. REMOVE ALL ORGANIC OR UNSUITABLE MATERIALS. IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T180 MODIFIED PROCTOR METHOD.
2. ALL FILLING IS TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS AND 95% FOR UNPAVED AREAS PER AASHTO T-180 MODIFIED PROCTOR TEST.
3. TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
4. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.
5. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
6. ALL NON-PAVED AREAS MUST BE PLANTED, GRASSED, OR MULCHED.

GENERAL GRADING NOTES:

1. CROSS SLOPES OF ACCESSIBLE PARKING SPACES AND ACCESS AISLE SHALL NOT EXCEED 1:48 IN ACCORDANCE WITH SECTION 502.4 OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
2. THE MAXIMUM ELEVATION CHANGE AT THE ENTRANCE DOOR MAY NOT EXCEED 1/2 INCH.
3. ALL SIDEWALK LANDINGS SHALL HAVE SLOPES NO GREATER THAN 1/4 INCH / 1 FOOT IN MAINEVERING SPACES AT ALL DOORWAYS.
4. ALL SIDEWALKS SHALL HAVE A 1.5% CROSS SLOPE (2.0% MAXIMUM).
5. ALL CURB RAMPS SHALL COMPLY WITH SECTION 606 OF FACBC.
6. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEY OR UTILIZING GEODETIC TOTAL STATION SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR.

GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- DRAINAGE FLOW ARROW
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- MATCH EXISTING GRADE

KEYNOTES:

1. SIDEWALK CURB RAMP C (SEE DETAIL SHEET No. 60)
2. SIDEWALK CURB RAMP A (SEE DETAIL SHEET No. 60)
3. SIDEWALK CURB RAMP C (SEE DETAIL SHEET No. 60)

KEY MAP
NOT TO SCALE

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, MARKS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS		
NO.	DATE	DESCRIPTION
1	4/7/22	TITLE BLOCK
2	5/19/22	DWMD
3	6/24/23	CITY COMMENTS

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www.Newkirk-Engineering.com
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GRADING PLAN (SHT. 2 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

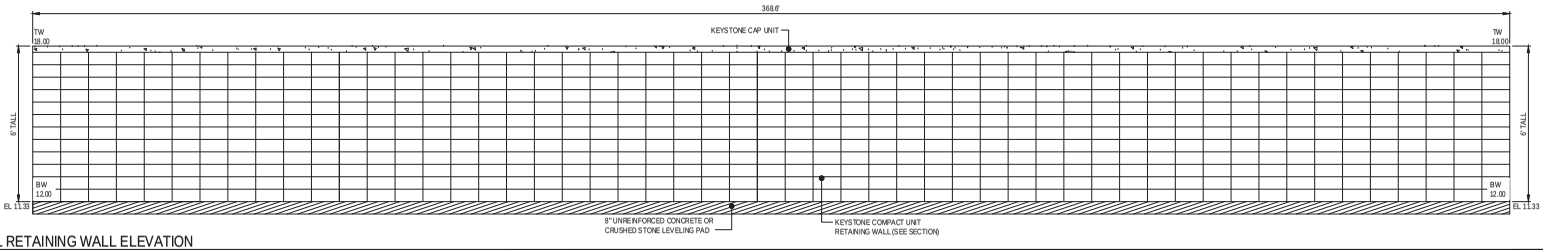
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HARRY H. NEWKIRK, P.E. NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

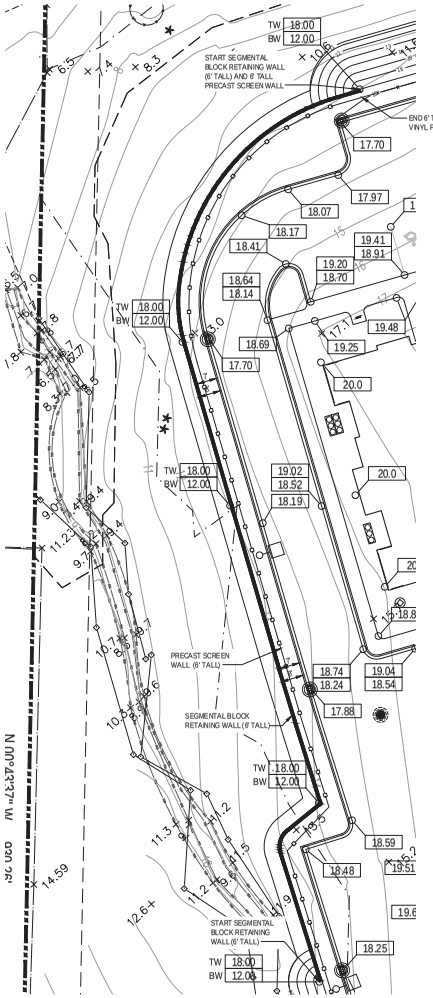
HARRY H. NEWKIRK, P.E. # 62971

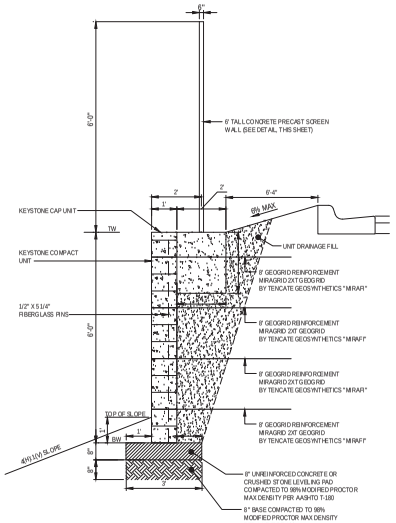
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NRS
CHECKED BY:	HHN
SCALE:	1"=40'
DRAWING NUMBER	35



TYPICAL RETAINING WALL ELEVATION

NOT TO SCALE





RETAINING WALL TYPICAL CROSS SECTION

NOT TO SCALE

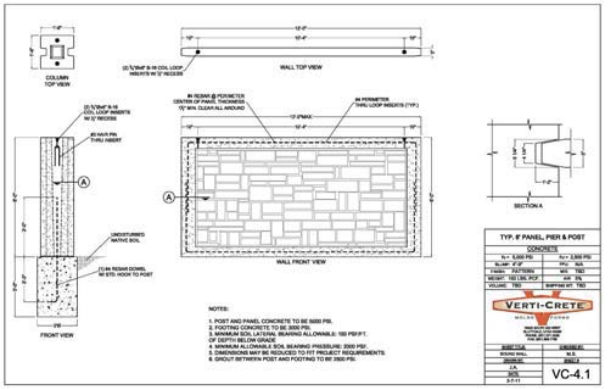
GENERAL NOTES:

1. CITY OF ORMOND BEACH BUILDING PERMITS REQUIRED FOR SEGMENTAL RETAINING WALL. GENERAL CONTRACTOR TO SUBMIT THIS STRUCTURAL PLAN PREPARED BY NEWKIRK ENGINEERING, INC. TO THE BUILDING DEPARTMENT FOR BUILDING PERMIT.
2. THESE PLANS ARE DESIGNED TO CONFORM TO THE STRUCTURAL REQUIREMENTS OF THE 2020 FLORIDA BUILDING CODE (7TH EDITION) FOR A ULTIMATE WIND SPEED OF 140 MPH.
3. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL BY ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION.



TYPICAL SCREEN WALL PHOTO

NOT TO SCALE



SCREEN WALL DETAIL

NOT TO SCALE

REVISIONS	
DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/25/22	OWNER
11/28/22	CITY COMMENTS

1200 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
L.C.A. # 26000394
L.C.P. # 26000394
C.A. # 30559
C. 2013
Civil Engineering
Transportation, CEI &
Landscape Architecture

RETAINING WALL DETAILS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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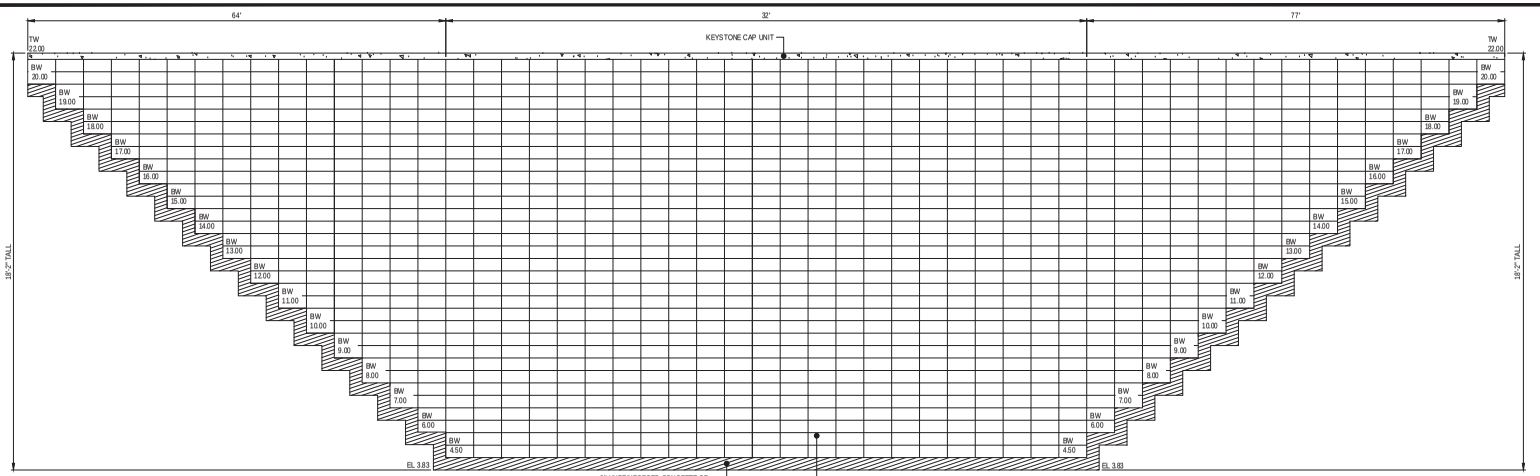
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

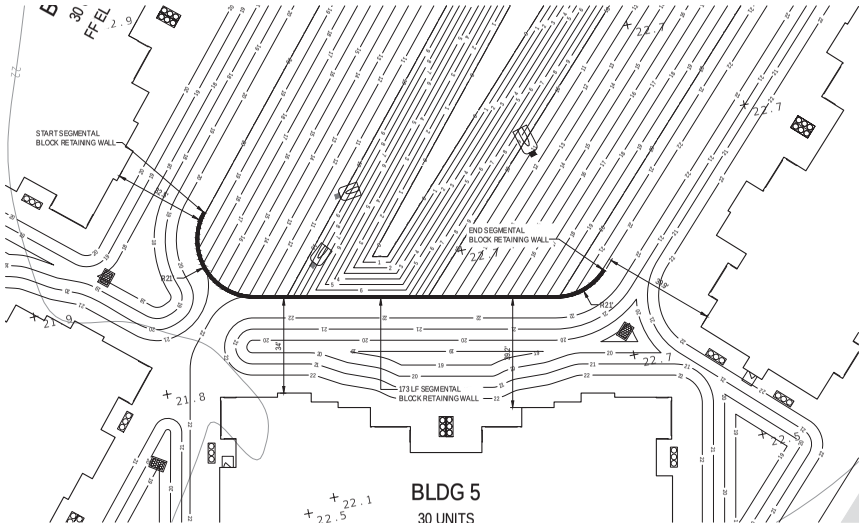
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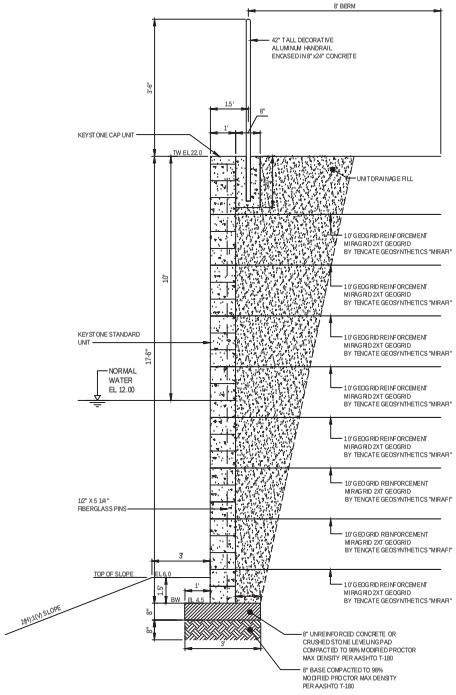


TYPICAL RETAINING WALL ELEVATION
NOT TO SCALE

GENERAL NOTES:

1. CITY OF ORMOND BEACH BUILDING PERMITS REQUIRED FOR SEGMENTAL RETAINING WALL. GENERAL CONTRACTOR TO SUBMIT THIS STRUCTURAL PLAN PREPARED BY NEWKIRK ENGINEERING, INC. TO THE BUILDING DEPARTMENT FOR BUILDING PERMIT.
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3. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL BY ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION.





RETAINING WALL TYPICAL CROSS SECTION
NOT TO SCALE

REVISIONS	
DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/25/22	OWNER
11/28/22	CITY COMMENTS
3/29/23	CITY COMMENTS

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Ormond Beach, Florida 32174
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RETAINING WALL DETAILS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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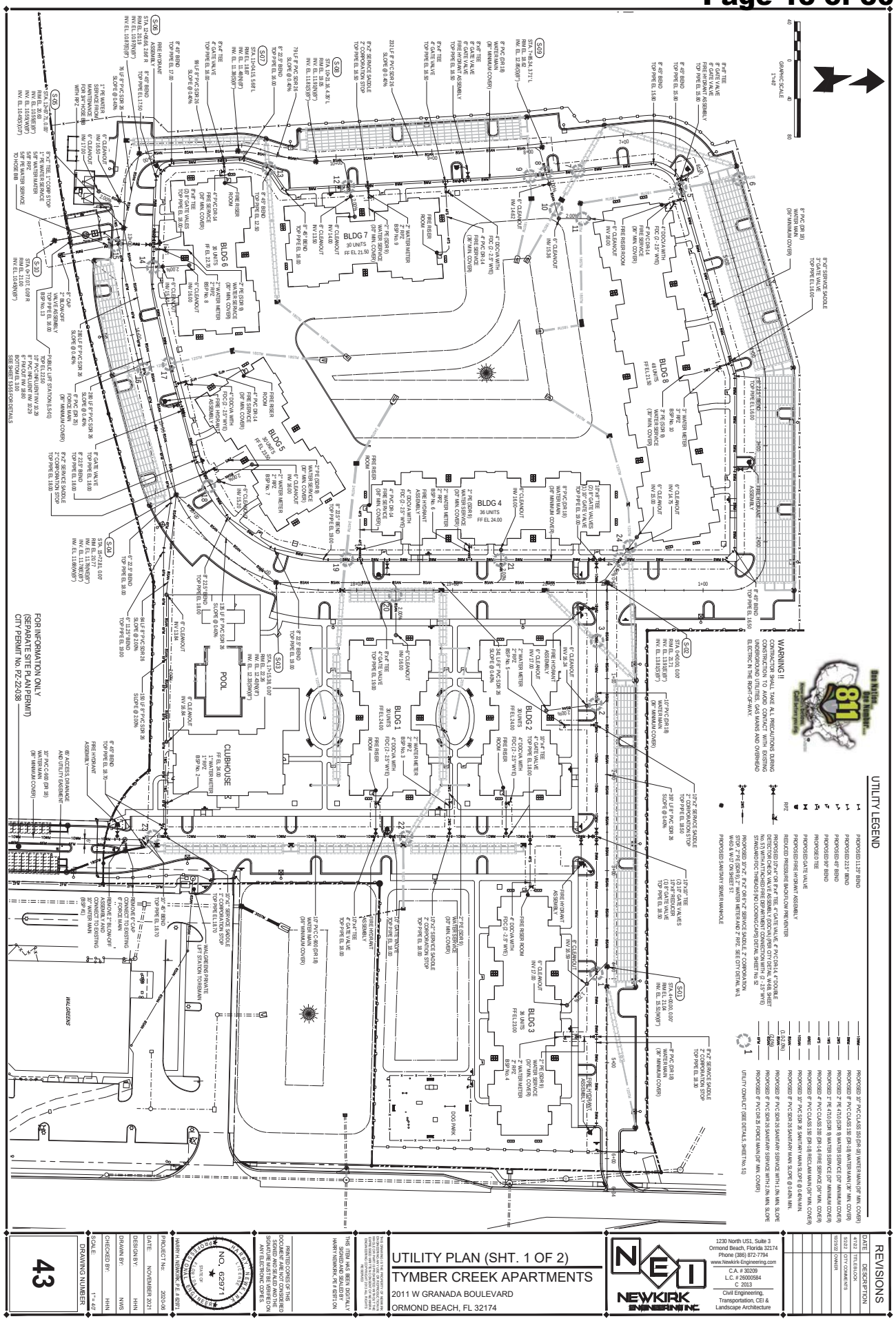
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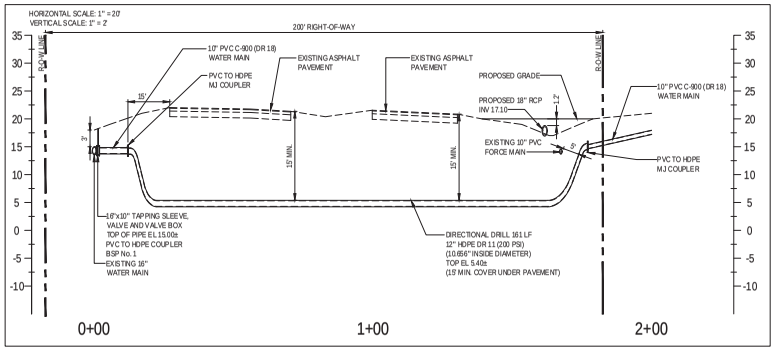
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

36.1

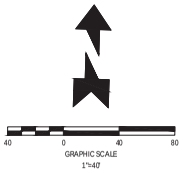

UTILITY LEGEND
PROPOSED 1.25" BEND
PROPOSED 22.5° BEND
PROPOSED 45° BEND
PROPOSED 90° BEND
PROPOSED TEE
PROPOSED GATE VALVE
PROPOSED FIRE HYDRANT ASSEMBLY
REDUCED PRESSURE BACKFLOW PREVENTER
PROPOSED 10"x4" OR 8"x4" TEE W/ (2) 4" GATE VALVES & 4" PVC DR14 4" DOUBLE CHECK VALVE ASSEMBLY (DCVA) WITH ATTACHED FIRE DEPARTMENT CONNECTION WITH (2 - 2.5" W/4) NO. 10 WITH ATTACHED FIRE DEPARTMENT CONNECTION WITH (2 - 2.5" W/4) STANDARD FDC THREADS NO LOCKING CAPS) DETAIL SHEET No. 52
PROPOSED 10"x2" OR 8"x2" SERVICE SADDLE W/ 2" CORPORATION STOP & 2" PVC WATER METER AND 2" RPZ. SEE CITY DETAIL W-3
PROPOSED SANITARY SEWER MANHOLE
PROPOSED 10"x2" SERVICE SADDLE W/ 2" CORPORATION STOP TOP PIPE EL 18.50
PROPOSED 10"x10" TEE W/ (3) 8" GATE VALVES (3) 8" GATE VALVE TOP PIPE EL 18.50
PROPOSED 8"x2" SERVICE SADDLE W/ 2" CORPORATION STOP TOP PIPE EL 18.30
PROPOSED 8" PVC DR18 WATER MAIN (36" MINIMUM COVER)
PROPOSED 10" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
PROPOSED 8" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
PROPOSED 6" PVC 4710 SDR 9) WATER SERVICE (30" MINIMUM COVER)
PROPOSED 4" PVC 4710 SDR 9) WATER SERVICE (30" MINIMUM COVER)
PROPOSED 8" PVC CLASS 150 DR-14 FIRE SERVICE (36" MIN. COVER)
PROPOSED 6" PVC CLASS 150 DR-18 RECLAIM MAIN (36" MIN. COVER)
PROPOSED 10" PVC SDR 35 SANITARY MAIN SLOPE @ 0.40% MIN.
PROPOSED 8" PVC SDR 26 SANITARY MAIN SLOPE @ 0.40% MIN.
PROPOSED 8" PVC SDR 26 SANITARY SERVICE WITH 1.0% MIN. SLOPE
PROPOSED 6" PVC SDR 26 SANITARY SERVICE WITH 2.0% MIN. SLOPE
PROPOSED 8" PVC DR 25 FORCE MAIN (30" MIN. COVER)
UTILITY CONFLICT (SEE DETAILS, SHEET No. 51)
WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.
Sun Ridge. One Number. 811
Call before you dig.
FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038
CLUBHOUSE
POOL
BLDG 1
30 UNITS
FF EL 24.00
BLDG 2
30 UNITS
FF EL 24.00
BLDG 3
36 UNITS
FF EL 23.00
BLDG 4
36 UNITS
FF EL 24.00
BLDG 5
36 UNITS
FF EL 23.00
BLDG 6
30 UNITS
FF EL 23.00
BLDG 7
30 UNITS
FF EL 21.50
BLDG 8
40 UNITS
FF EL 23.00
DOG PARK
WALGREENS
WALGREENS PRIVATE LIFT STATION TO REMAIN
PUBLIC LIFT STATION (LS-01)
REMOVE 6" FORCE MAIN CONNECT TO EXISTING
REMOVE 6" BLOW-OFF ASSEMBLY CONNECT TO EXISTING
REMOVE 6" CAP CONNECT TO EXISTING
REMOVE 8" FORCE MAIN CONNECT TO EXISTING
8" GATE VALVE
8" 22.5° BEND
8" 45° BEND
8" 90° BEND
8"x8" TEE
8"x6" REDUCER
6" GATE VALVE
6" 22.5° BEND
6" 45° BEND
6" 90° BEND
6"x6" TEE
4" GATE VALVE
4" 22.5° BEND
4" 45° BEND
4" 90° BEND
4"x4" TEE
1" PE WATER SERVICE FROM MAINTENANCE BUILDING
1" PE WATER SERVICE
1" WATER METER
1" RPZ
1" PE WATER SERVICE TO HOSE BIB
8" PVC DR 18 WATER MAIN (36" MINIMUM COVER)
8" PVC DR 14 FIRE SERVICE (36" MIN. COVER)
6" PVC DR 18 WATER MAIN (36" MINIMUM COVER)
4" PVC DR 14 FIRE SERVICE (36" MIN. COVER)
2" PE SDR 9 WATER SERVICE (30" MIN. COVER)
8" PVC DR 25 FORCE MAIN (30" MIN. COVER)
8" PVC DR 18 RECLAIM MAIN (36" MIN. COVER)
8" PVC SDR 26 SANITARY MAIN SLOPE @ 0.40% MIN.
6" PVC SDR 26 SANITARY SERVICE WITH 2.0% MIN. SLOPE
8" PVC SDR 26 SANITARY SERVICE WITH 1.0% MIN. SLOPE
10" PVC SDR 35 SANITARY MAIN SLOPE @ 0.40% MIN.
FIRE HYDRANT ASSEMBLY
FIRE RISER ROOM
FIRE SERVICE (30" MIN. COVER)
WATER SERVICE (30" MIN. COVER)
4" DCDVA WITH FDC (2 - 2.5" W/E)
6" DCDVA WITH FDC (2 - 2.5" W/E)
2" WATER METER
2" RPZ
BSP No. 1
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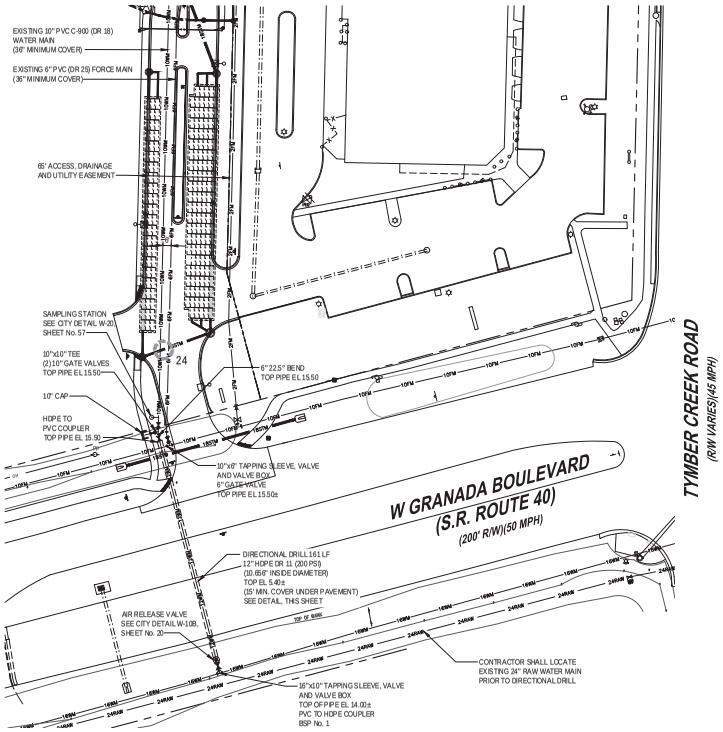


NOTE:

1. CONTRACTOR SHALL LOCATE THE EXISTING 24" RAW WATER MAIN IN THE RIGHT-OF-WAY OF S.R. 40. THIS SHALL BE DONE PRIOR TO THE DIRECTIONAL DRILL/BORE PIT EXCAVATION.
2. CONTRACTOR TO HAND DIG TO VERIFY WHICH MAIN IS WHICH BEFORE SETTING UP A DIRECTIONAL DRILL.

FOR INFORMATION ONLY (SEPARATE SITE PLAN PERMIT) CITY PERMIT No. PZ-22-038





UTILITY LEGEND

- PROPOSED 11.25° BEND
- PROPOSED 22.5° BEND
- PROPOSED 45° BEND
- PROPOSED 90° BEND
- PROPOSED TEE
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY
- RPZ — REDUCED PRESSURE BACKFLOW PREVENTER. CITY DETAIL W-6D SHEET No. 38.
- PROPOSED 10"x4" OR 8"x4" TEE, 4" GATE VALVE, 4" PVC DR-14, 4" DOUBLE DETECTOR CHECK VALVE ASSEMBLY (DDCVA) (PER CITY DETAIL W-6B, SHEET No. 57) WITH ATTACHED FIRE DEPARTMENT CONNECTION WITH (2 - 2.5" NYFD) STANDARD FDC THREADS (NO LOCKING CAPS) DETAIL SHEET No. 52
- 2WS — PROPOSED 10"x2", 8"x2" OR 6"x2" SERVICE SADDLE, 2" CORPORATION STOP, 2" PE (SDR 9), 2" WATER METER AND 2" RPZ. SEE CITY DETAIL W-3, W-6D & W-17 ON SHEET 57.
- PROPOSED SANITARY SEWER MANHOLE
- 10WM — PROPOSED 10" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
- 8WM — PROPOSED 8" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
- 6WM — PROPOSED 6" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
- 4WM — PROPOSED 4" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
- 2WS — PROPOSED 2" PE 4710 (SDR 9) WATER SERVICE (30" MINIMUM COVER)
- 1WS — PROPOSED 1" PE 4710 (SDR 9) WATER SERVICE (30" MINIMUM COVER)
- 4FS — PROPOSED 4" PVC CLASS 200 (DR-14) FIRE SERVICE (36" MIN. COVER)
- 6RCC — PROPOSED 6" PVC CLASS 150 (DR-18) RECLAIM MAIN (36" MIN. COVER)
- 10SAN — PROPOSED 10" PVC SDR 26 SANITARY MAIN SLOPE @ 0.40% MIN.
- 8SAN (1.0-2.0%) — PROPOSED 8" PVC SDR 26 SANITARY MAIN SLOPE @ 0.40% MIN.
- 8SAN — PROPOSED 8" PVC SDR 26 SANITARY SERVICE WITH 1.0% MIN. SLOPE
- 6SAN (2.0%) — PROPOSED 6" PVC SDR 26 SANITARY SERVICE WITH 2.0% MIN. SLOPE
- 6FM — PROPOSED 6" PVC DR 25 FORCE MAIN (36" MIN. COVER)
- 1 — UTILITY CONFLICT (SEE DETAILS, SHEET No. 51)

REQUIRED FIRE FLOW:

"SITE DESIGNED IN ACCORDANCE TO THE NEW FIRE PREVENTION CODE AND NFPA EFFECTIVE JANUARY 1, 2015.

FLORIDA BUILDING CODE CONSTRUCTION TYPE:	VA - PROTECTED
FIRE AREA:	45,195 SF
REQUIRED FIRE FLOW:	3,750 GPM @ 3 HOURS
FIRE SPRINKLER SYSTEM REDUCTION (75%)	2,812 GPM
REQUIRED FIRE FLOW (3,750 - 2,812)	938 GPM @ 3 HOURS
	USE 1,200 GPM @ 3 HOURS

BASED ON NFPA 18.4.5.2.1, REDUCTION IN REQUIRED FIRE FLOW OF 75% SHALL BE PERMITTED WHEN THE BUILDING IS PROTECTED THROUGHOUT BY AN APPROVED SPRINKLER SYSTEM. THE RESULTING FIRE FLOW SHALL NOT BE LESS THAN 1,000 GPM.

PROVIDED FIRE FLOW:

THE PROPOSED WATER MAIN SYSTEM WAS MODELED AND TESTED WITH THE REQUIRED 1,200 GPM FIRE FLOW IN ADDITION TO THE MAXIMUM DAILY FLOW DEMAND TO ENSURE MINIMUM 20 PSI UNDER FIRE FLOW CONDITIONS. SIMULATIONS WERE RUN WITH FIRE DEMAND AT THE CENTER AND OUTERMOST BUILDINGS IN THE SYSTEM.

	FIRE LOCATION	PSI
SCENARIO 2	BUILDING 8	48.15 PSI
SCENARIO 3	BUILDING 3	53.28 PSI



WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES. GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/25/22	OWNER

1200 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
L.C.A. # 26000394
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Civil Engineering
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NEWKIRK ENGINEERING

UTILITY PLAN (SHT. 2 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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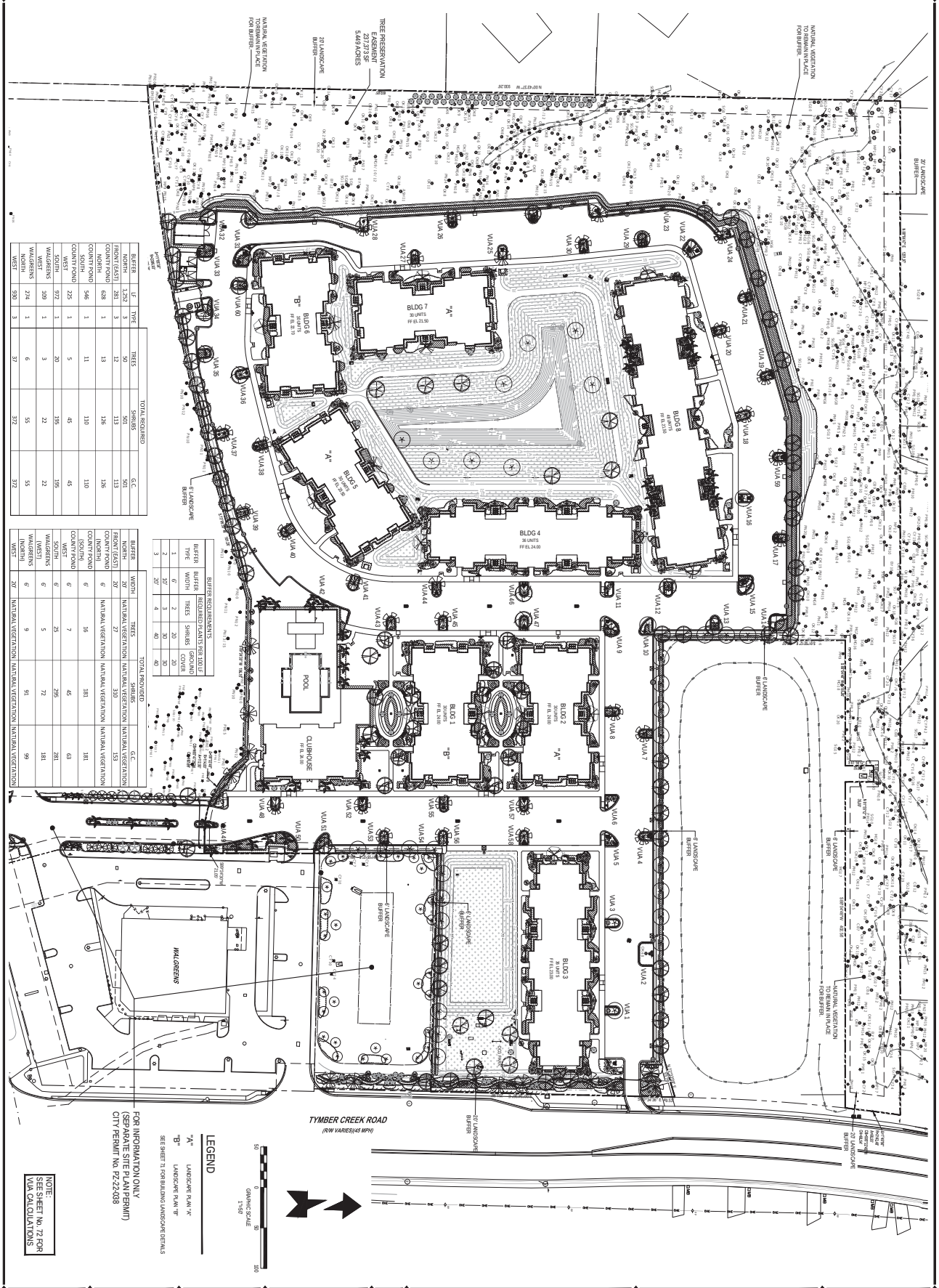
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

44



BUFFER	LF	TYPE	TOTAL REQUIRED		
			TREES	SHRUBS	G.C.
NORTH	1,529	3	37	372	372
FRONT (EAST)	281	3	30	301	301
COUNTY POND	281	1	12	133	133
NORTH	628	1	13	126	126
COUNTY POND					
SOUTH	546	1	11	110	110
COUNTY POND					
WEST	225	1	5	45	45
SOUTH	972	1	20	195	195
WALGREENS	109	1	3	22	22
WEST					
WALGREENS	274	1	6	55	55
NORTH					
WEST	980	3	37	372	372

BUFFER TYPE	BUFFER WIDTH	REQUIRED PLANTS PER 100 LF		
		TREES	SHRUBS	GROUND COVER
1	6'	2	20	20
2	10'	3	30	30
3	20'	4	40	40

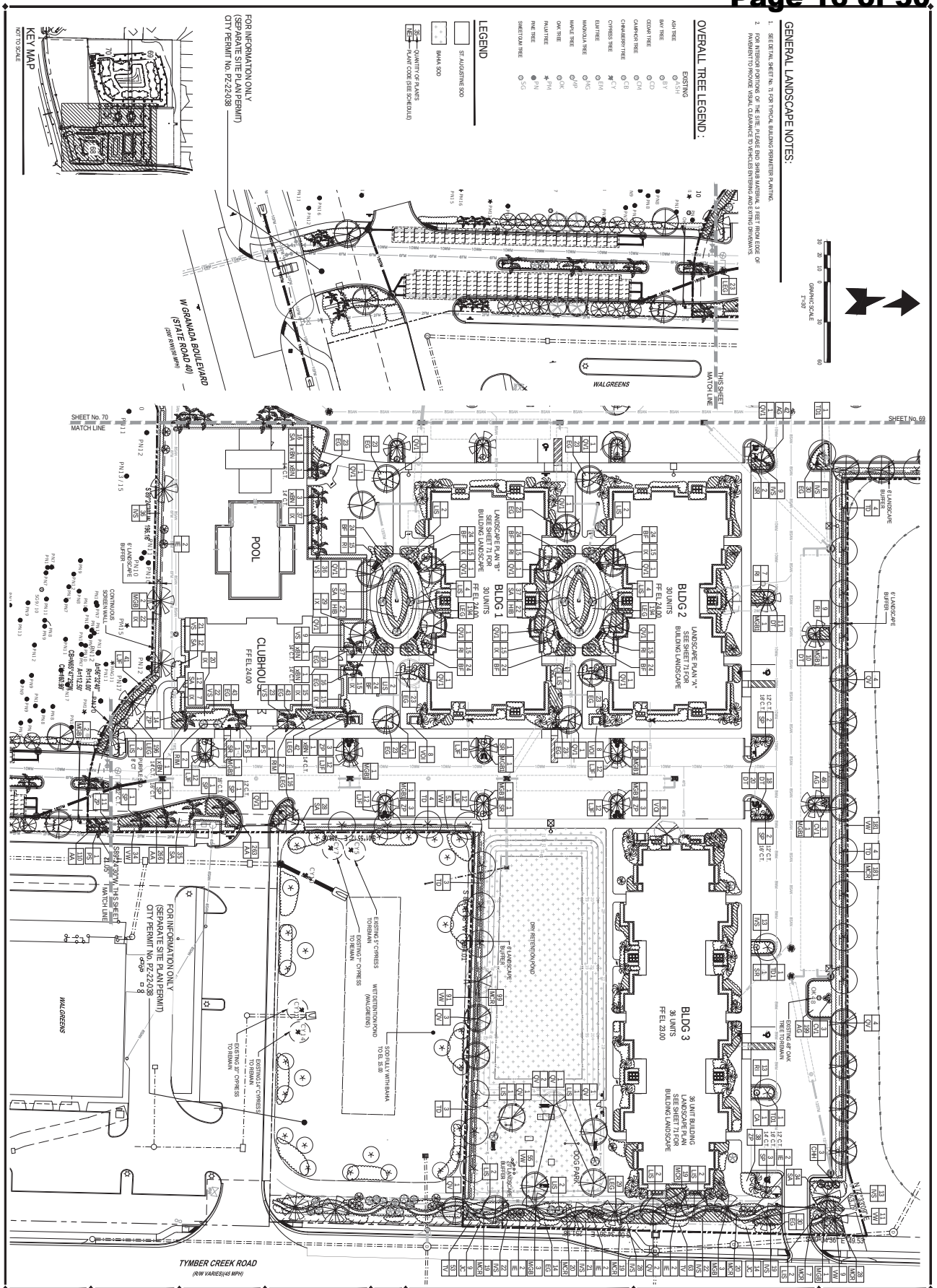
BUFFER	WIDTH	TOTAL PROVIDED		
		TREES	SHRUBS	G.C.
NORTH (NATURAL VEGETATION)	20'	27	330	330
FRONT (EAST) (NATURAL VEGETATION)	20'	27	330	153
COUNTY POND (NORTH) (NATURAL VEGETATION)	6'	16	181	181
COUNTY POND (SOUTH) (NATURAL VEGETATION)	6'	7	45	63
WEST (NATURAL VEGETATION)	6'	25	295	281
SOUTH (NATURAL VEGETATION)	6'	5	72	181
WALGREENS (WEST) (NATURAL VEGETATION)	6'	9	91	99
WALGREENS (NORTH) (NATURAL VEGETATION)	20'	NATURAL VEGETATION	NATURAL VEGETATION	NATURAL VEGETATION

OVERALL LANDSCAPE PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
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C 2013
Civil Engineering, Transportation, CEI & Landscape Architecture

REVISIONS	
DATE	DESCRIPTION
4/1/22	CITY COMMENTS
5/2/22	CITY COMMENTS
6/1/22	CITY COMMENTS
7/1/22	CITY COMMENTS
8/1/22	CITY COMMENTS
9/1/22	OWNER
10/1/22	CITY COMMENTS
11/1/22	CITY COMMENTS
12/1/22	CITY COMMENTS
1/1/23	CITY COMMENTS

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LANDSCAPE PLAN (SHT. 1 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

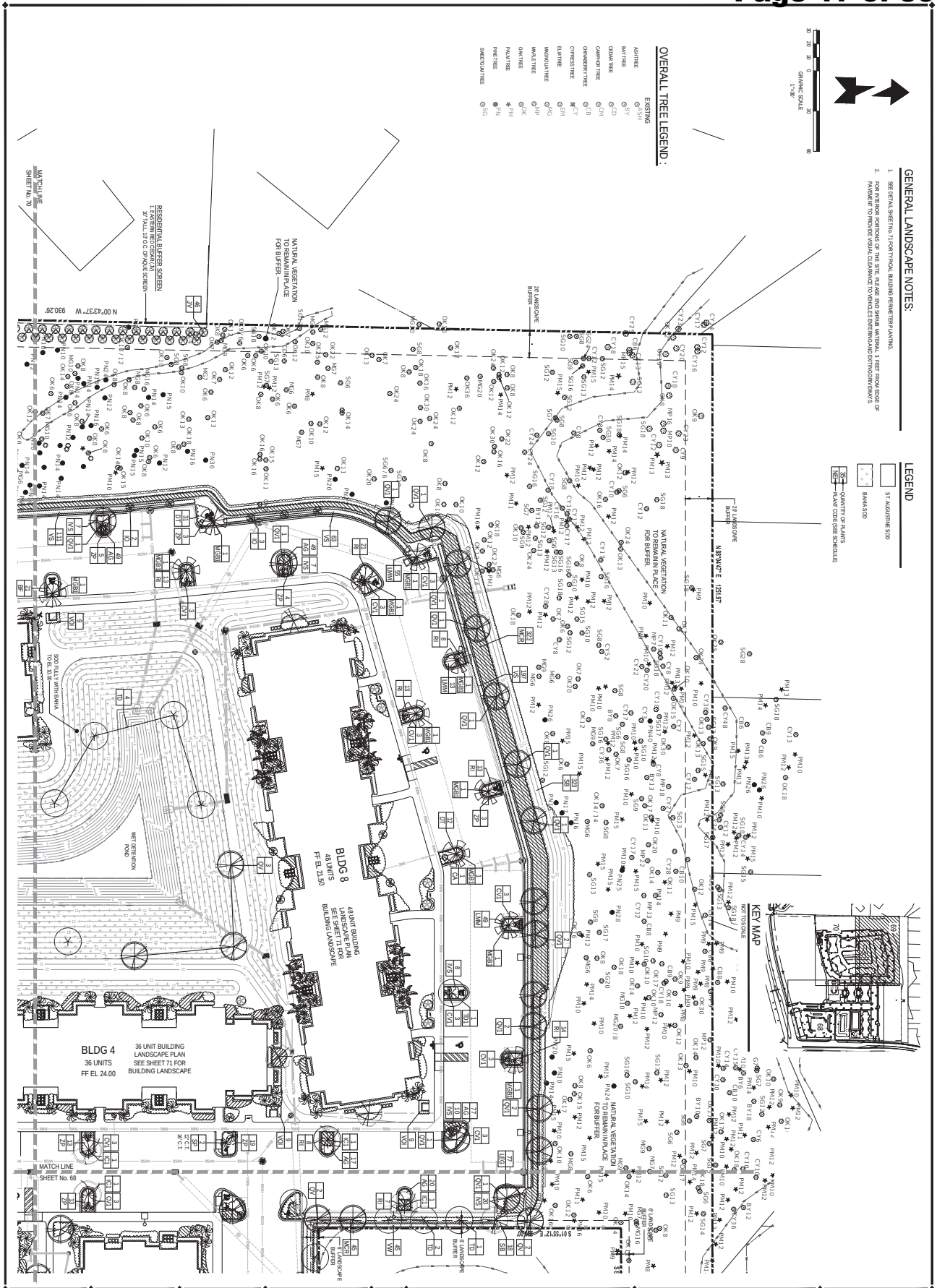
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5/2/22	CITY COMMENTS
6/1/22	CITY COMMENTS
6/24/22	CITY COMMENTS
8/2/22	CITY COMMENTS
9/29/23	OWNER
10/23/23	CITY COMMENTS

PROJECT No: 2020-08
DATE: NOVEMBER 2021
DESIGN BY: LAA
DRAWN BY: BRV
CHECKED BY: HHN
SCALE: 1"= 30'
DRAWING NUMBER: 68

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DRAWING NUMBER

SCALE:	1"=30'
CHECKED BY:	HHN
DRAWN BY:	BRV
DESIGN BY:	LAA
DATE:	NOVEMBER 2021
PROJECT No:	2020-08

LAUREN ADAMS, FLA #66672781

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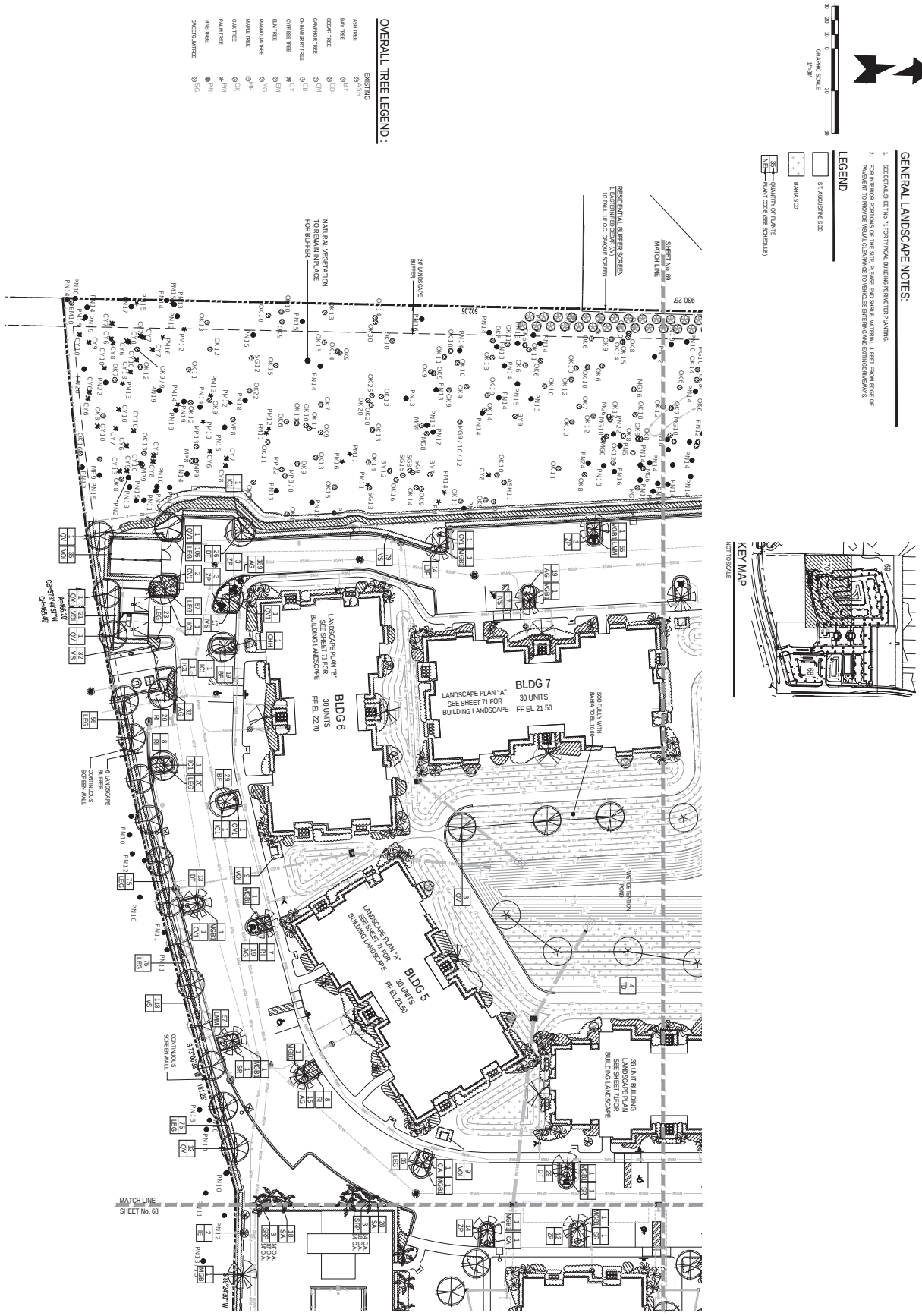
LANDSCAPE PLAN (SHT. 2 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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REVISIONS

DATE	DESCRIPTION
4/12/21	CITY COMMENTS
6/9/21	ENGINEER
7/14/21	ENGINEER
8/24/21	CITY COMMENTS



REVISIONS	
DATE	DESCRIPTION
10/4/23	CITY COMMENTS
10/4/23	OWNER
11/13/23	CHECKER
12/4/23	CITY COMMENTS

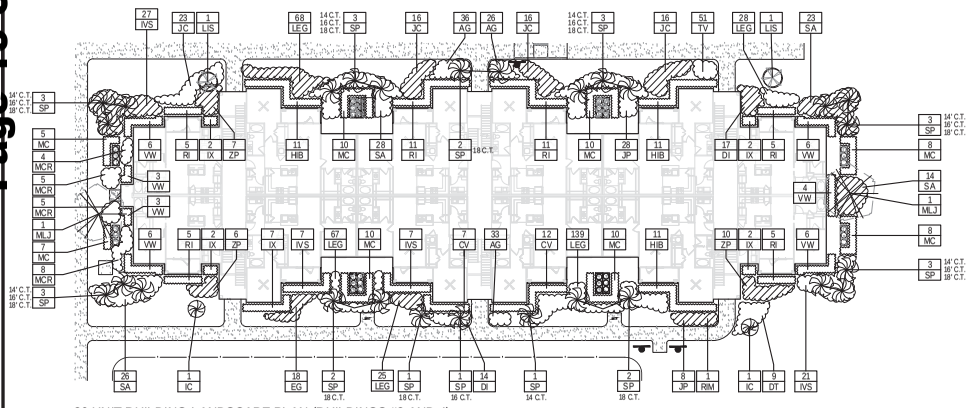
LANDSCAPE PLAN (SHT. 3 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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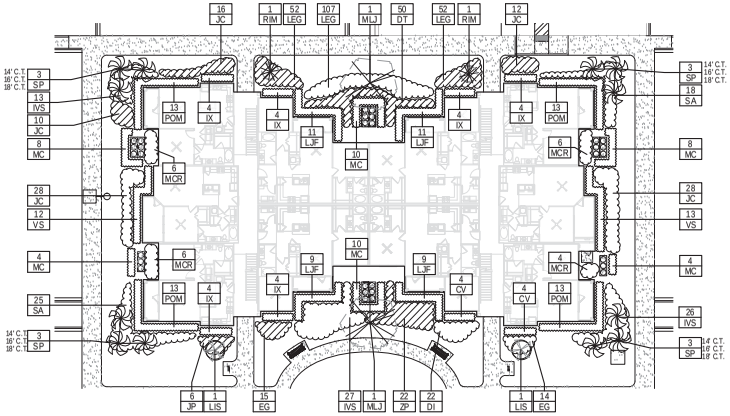
LAUREN ADAMS, FLA # 66672781
STATE OF FLORIDA
LICENSED LANDSCAPE ARCHITECT
NO. 66672781

PROJECT No:	2020-08
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BRV
CHECKED BY:	HHN
SCALE:	1"= 30'
DRAWING NUMBER	70



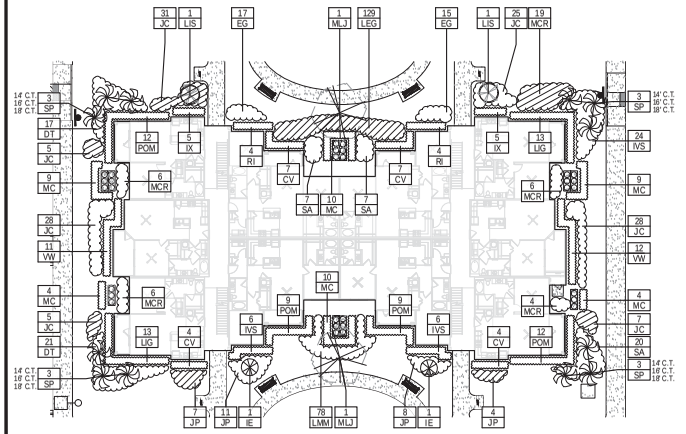
36 UNIT BUILDING LANDSCAPE PLAN (BUILDINGS #3 AND 4)

SCALE: 1" = 20'



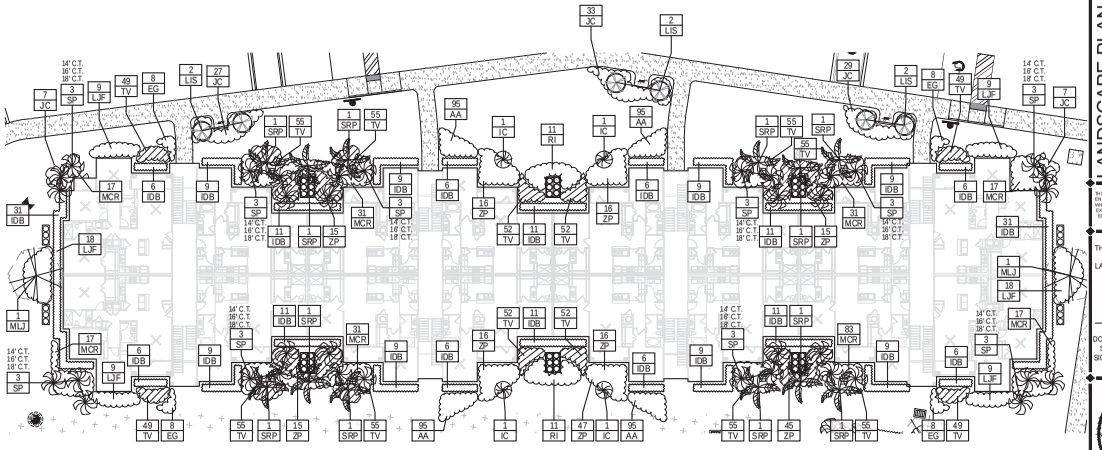
30 UNIT BUILDING LANDSCAPE PLAN "A" (BUILDINGS #2, 5 AND 7)

SCALE: 1" = 20'



30 UNIT BUILDING LANDSCAPE "B" PLAN (BUILDINGS #1 AND 6)

SCALE: 1" = 20'



48 UNIT BUILDING LANDSCAPE PLAN (BUILDING #8)

SCALE: 1" = 20'

NOTE:
WHERE TYPICAL BUILDING TREE LOCATIONS RESULT IN CONFLICTS WITH UNDERGROUND UTILITY LINES, ADJUST TREE TO AT LEAST 5 FEET FROM ANY SUCH LINE (SEE SHEETS 67, 68 AND 69)

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
3/29/23	CITY COMMENTS

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LANDSCAPE PLAN - TYPICAL BUILDING TYPES 1, 2A, 2B AND 3
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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LAUREN ADAMS LICENSED LANDSCAPE ARCHITECT NO. 6667278 STATE OF FLORIDA

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

71

PLANT LIST

CODE	NO.	SCIENTIFIC NAME	COMMON NAME	SIZE REQUIREMENTS	NATIVE TO FLORIDA
CANOPY TREES AND PALMS					YES/NO
JV	46	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	10' HGT., 2.5" CAL. @ 6"	YES
MGB	12	MAGNOLIA GRANDIFLORA	BRACKEN'S BROWN MAGNOLIA	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
MGBL	32	MAGNOLIA GRANDIFLORA	BRACKEN'S BROWN MAGNOLIA	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
MLJ	16	MAGNOLIA GRANDIFLORA	LITTLE GEM	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
PS	3	PHOENIX SYLVESTRIS	SILVER DATE PALM	10' CT., FULL	NO
QV	44	QUERCUS VIRGINIANA	LIVE OAK	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
QV1	37	QUERCUS VIRGINIANA	LIVE OAK	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
SP	157	SABAL PALMETTO	CABBAGE PALM	SEE PLAN, 2-12', 2-14', 2-16'	YES
SRP	18	SYAGRUS ROMANZOFFIANA	QUEEN PALM	SEE PLAN	NO
TD	29	TAXODIUM DISTICHUM	BALD CYPRESS	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
TD1	4	TAXODIUM DISTICHUM	BALD CYPRESS	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
xBN	9	x BUTIAGRUS NABONNANDII	MULE PALM	SEE PLAN	NO
SUBTOTAL	407				377 Y / 30 N
UNDERSTORY TREES					
IC	8	ILEX CASSINE	DAHOON HOLLY	10' HGT., 2.5" CAL. @ 6"	YES
IC1	10	ILEX CASSINE	DAHOON HOLLY	12' - 14' HGT., 3.5" CAL. @ 6"	YES
IE	16	ILEX ATTENUATA	EAGLESTON HOLLY	10' HGT., FULL, 2.5" CAL. @ 6"	YES
IO	5	ILEX x NELLIE R. STEVENS	NELLIE R. STEVENS HOLLY	10' HGT., FULL, 2.5" CAL. @ 6"	YES
LIS	50	LAGERSTROEMIA INDICA (MUSKOGEE)	PURPLE CRAPE MYRTLE TREE STD.	10' HGT., 6'-7' CT, 2.5" CAL. @ 6"	NO
RIM	12	RHAPHIOLEPIS MAJESTIC BEAUTY	MAJESTIC BEAUTY STD.	5' - 6' HGT., FULL	NO
SUBTOTAL	101				39 Y / 62 N
SHRUBS / POINT PLANTS					
CA	4	CRINUM AUGUSTUM	QUEEN EMMA	15 GAL., 4' HGT., SPECIMEN	NO
CHH	4	CHAMAEDOREA HUMILIS	EUROPEAN FAN PALM	7 GAL., 24"- 30" HGT., 5 - 7 STOCKS	NO
CV	106	CODIAEUM 'GOLD DUST'	YELLOW/GREEN CROTONS	3 GAL., 16"- 18" HGT., FULL, 36" O.C.	NO
CV1	41	CODIAEUM 'MAMMEY'	YELLOW/GREEN CROTONS	7 GAL., 20"- 24" HGT., FULL, 36" O.C.	NO
HIB	110	HIBISCUS SSP.	RED HIBISCUS	3 GAL., 18" HGT., FULL, 36" O.C.	NO
IDB	248	ILEX CORNUTA 'BURFORDII NANA'	DWARF BURFORD HOLLY	3 GAL., 24" HGT., 36" O.C.	YES
IVS	661	ILEX VOMITORIA NANA	DWARF YOUPON	3 GAL., 16" HGT., FULL, 36" O.C.	YES
IX	327	IXORA SSP.	RED IXORA	3 GAL., 16" HGT., FULL, 36" O.C.	NO
JP	150	JUNIPERUS CHINENSIS	PARSONI JUNIPER	1 GAL., 12"- 14" SPR, FULL, 36" O.C.	NO
LIG	52	LIGUSTRUM JAPONICUM	GREEN LIGUSTRUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
LJF	327	LIGUSTRUM SSP.	JACK FROST LIGUSTRUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
LMM	385	LIROPE VAR	VAR. LIRIOPE	1 GAL., 12" HGT., 7-9 BIBS, 18" O.C.	NO
MC	360	MYRICA CERIFERA	WAX MYRTLE	7 GAL., 24" HGT., FULL, 36" O.C.	YES
MCR	1216	MUHLENBERRIA CAPILLARIS	PINK MUHLY GRASS	3 GAL., 20" HGT., FULL, 36" O.C.	YES
POM	240	PODOCARPUS MACROPHYLLUS	PODOCARPUS	3 GAL., 30" HGT., FULL, 24" O.C.	NO
RI	351	PHAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 18" HGT., FULL 36" OC.	NO
SA	636	SCHEFFLERA ARBORICOLA	GOLD CAPELLA	3 GAL., 18" HGT., FULL, 36" O.C.	NO
SR	9	STRELITZIA REGINAE	ORANGE BIRD OF PARADISE	10 GAL., 48" HGT., FULL	NO
VO1	125	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	7 GAL., 24"- 30" HGT., FULL, 36" O.C.	NO
VS	786	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
VW	591	VIBURNUM OBOVATUM 'SELECT'	WALTER'S VIBURNUM	3 GAL., 24" HGT., FULL, 36" O.C.	YES
ZP	483	ZAMIA PUMILA	COONTIE	3 GAL., 14" HGT., FULL, 36" O.C.	YES
SUBTOTAL	7212				3559 Y / 3653 N
GROUND COVER (G.C.)					
AA	1019	AGAPANTHUS AFRICANUS	AFRICAN LILLY	1 GAL., 12" HGT., FULL, 12" O.C	NO
AG	963	ARACHIS GLABRATA	PERENNIAL PEANUT	4" POTS, 2"- 3" HGT., 12" O.C	YES
BF	261	BULBINE FRUTESCENS	DESERT CANDLES	1 GAL., 10"-12" HGT., 7-9 BIBS, 24" O.C.	NO
DI	128	DIETES IRIDIOIDES	WHITE AFRICAN IRIS	1 GAL., 20" HGT., 24" O.C.	NO
DT	414	DIANELLA TASMANICA (VARIEGATA' CULTIVAR)	BLUEBERRY FLAX LILLY 'VARIEGATED'	1 GAL., 12" HGT., FULL, 24" O.C.	NO
EG	595	EVOLVULUS GLOMERATUS	BLUE DAZE	1 GAL., 12" SPR., FULL, 24" O.C.	NO
JC	808	JUNIPERUS CONFERTA	SHORE JUNIPER	1 GAL., FULL, 30" O.C.	NO
LEG	2938	LIROPE MUSCARI	GIANT EVERGREEN LIROPE	1 GAL., 12" HGT., 7-9 BIBS, 18" O.C.	NO
SB	341	SPARTINA BAKERI	SAND CORDGRASS	3 GAL., 24" HGT., 36" O.C.	YES
TV	1062	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12" HGT., 12" O.C.	NO
SUBTOTAL	8529				1304 Y / 7225 N
TOTAL	16249				

NOTE:

1. A LAYER OF ORGANIC MULCH TO A MINIMUM DEPTH OF 3" SHALL BE INSTALLED AROUND ALL EXISTING AND PROPOSED TREES AND PLANT BEDS. CYPRESS MULCH SHALL NOT BE USED.
2. ALL TREES (NEW AND EXISTING) ARE TO HAVE A 5' DIAMETER MINIMUM MULCHED CIRCLE AROUND THE BASE UNLESS IT IS IN A PLANTING BED. MULCH SHALL BE NATURAL WOOD. NO CYPRESS MULCH ALLOWED. (PULL MULCH 6" BACK FROM TRUNK)
3. DO NOT CHANGE PLANT MATERIAL WITHOUT WRITTEN PERMISSION FROM THE CITY OF ORMOND BEACH.

TREE CALCULATIONS:

SITE TREE REQUIRMENTS	
SITE AREA	854,635
1 TREE PER 1500 SF =	570
LANDSCAPE AREA	490,846
527,199 SF - 36,353 SF =	
1 TREE PER 400 SF =	1227
TREES REQUIRED	1852
MITIGATION FOR PROTECTED TREES	625
MITIGATION FOR SPECIMEN TREES CREDIT	-175

EXISTING TREES	
PALM TREE (3:1) 173	58
ASH TREE	1
BAY TREE	7
CEDAR TREE	1
CHINABERRY TREE	11
CYPRESS TREE	38
ELM TREE	1
MAGNOLIA TREE	31
MAPLE TREE	19
OAK TREE	157
PINE TREE	106
SWEETGUM TREE	89
TOTAL	519

EXISTING SPECIMEN TREES	
TREES	216
(SEE SHEET 51.1)	

TOTAL EXISTING TREES	735

PROPOSED TREES	
SABAL PALMS (3:1) 157	52
MAGNOLIA (2.5")	12
MAGNOLIA (3.5") 32x2	64
LITTLE GEM (2.5")	16
SILVER DATE PALM (1:1)	3
LIVE OAK (2.5")	44
LIVE OAK (3.5") 37x2	74
BALD CYPRESS (2.5")	29
BALD CYPRESS (3.5") 4x2	8
MULE PALM (3:1) 9	3
DAHOON HOLLY (2.5")	8
DAHOON HOLLY (3.5") 10x2	20
EAGLESTON HOLLY (2.5")	16
QUEEN PALM (3:1) 18	6
NELLIE HOLLY (2.5")	5
CRAPE MYRTLE (2.5")	50
EASTERN RED CEDAR (2.5")	46
TOTAL	456

MINIMUM VUA REQUIREMENTS
REQUIRED: 10%
161,047 SF x 0.1 = 16,105 SF

VUA ISLANDS					
NUMBER	AREA (SF)	NUMBER	AREA (SF)	NUMBER	AREA (SF)
1	165	23	1031	45	165
2	488	24	175	46	165
3	165	25	165	47	165
4	165	26	165	48	165
5	188	27	165	49	238
6	204	28	165	50	1705
7	165	29	165	51	332
8	165	30	165	52	165
9	262	31	407	53	165
10	233	32	250	54	781
11	182	33	238	55	165
12	165	34	338	56	165
13	165	35	165	57	165
14	397	36	165	58	165
15	301	37	165	59	165
16	165	38	165	60	165
17	165	39	165	TOTAL	15337
18	165	40	165		
19	165	41	165		
20	165	42	695		
21	165	43	165		
22	292	44	165		

SEE SHEET 67 FOR VUA LOCATIONS

AMOUNT OF EXISTING 2" to 5" TREES WITHIN TREE PRESERVATION AREA (TPA)	
PLOT AREA (100' x 100')	10,000 SF
AVERAGE TREE PLOT AREA QUANTITY	25 TREES
TREE PRESERVATION AREA	219,551 SF
TOTAL AMOUNT OF EXISTING 2" TO 5" TREES	549 TREES

TOTAL AMOUNT OF TREES PROVIDED	
SITE TREE REQUIREMENTS	1,227
TREE MITIGATION FOR PROTECTED TREES	625
TREE MITIGATION FOR SPECIMEN TREES	-175
TOTAL TREES REQUIRED	1,852
EXISTING TREES (6" CALIPER & LARGER)	735
EXISTING TREES (2" to 5" CALIPER) WITHIN TPA	549
PROPOSED TREES	456
TOTAL TREES PROVIDED	**1,740**

MITIGATION FOR SPECIMEN TREES WAS A CREDIT OF 175 TREES USED FOR PROTECTED TREES.

LANDSCAPE NOTES:

1. ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR FLORIDA #1 OR BETTER AS DESCRIBED IN THE CURRENT "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, OR THEIR EQUAL AS DETERMINED BY THE LANDSCAPE ARCHITECT.
2. ALL MULCH SHALL BE ALL NATURAL WOOD (NO CYPRESS).
3. SOD SPECIFIED AS ST. AUGUSTINE "FLORITAM" SHALL BE 95% WEED-FREE. SOD SPECIFIED AS BAHIA SHALL BE 85% WEED-FREE. ALL SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED AND FERTILIZED.
4. SEED, IF ANY, TO MEET SOUTHERN SEED CERTIFICATION ASSOCIATION.
5. ALL DIMENSIONS SHALL BE FIELD-CHECKED BY THE LANDSCAPE CONTRACTOR PRIOR TO CONSTRUCTION, WITH ANY DISCREPANCIES REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
6. THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR; SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN WILL PREVAIL.
7. ALL MATERIALS MUST BE AS SPECIFIED ON THE LANDSCAPE PLAN. IF MATERIALS OR LABOR DO NOT ADHERE TO THE SPECIFICATIONS, THEY WILL BE REJECTED AT NO ADDITIONAL COST TO THE OWNER.
8. NO SUBSTITUTIONS OR CHANGES OF ANY KIND WILL BE ALLOWED AT THE TIME OF BIDDING SO AS TO PROVIDE FOR FAIR COMPARISON.
9. EXISTING IRRIGATION SYSTEM SHALL BE REVAMPED TO PROVIDE 100% COVERAGE.
10. THE CONTRACTOR SHALL VERIFY EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND CONDITIONS PRIOR TO HIS COMMENCEMENT OF THE ANY WORK.
11. ALL BUILDING MATERIALS AND LABOR SHALL CONFORM TO THE SOUTHERN BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
12. ALL PERMIT AND VARIANCE APPLICATIONS SHALL BE MADE BY THE CONTRACTOR.
13. PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE pH AND SOIL FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND pH FOR CORRESPONDING PLANT MATERIAL. ALL TEST RESULTS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT.
14. EQUIPMENT SHALL BE OPERATED IN A MANNER AS NOT TO INJURE OR DESTROY ANY TREES SHOWN TO REMAIN. CONTRACTOR SHALL NOT CAUSE OR ALLOW THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES TO BE RETAINED OR THOSE PROPOSED. NOR SHALL THE CONTRACTOR ALLOW THE DISPOSAL OF WASTE MATERIAL, SUCH AS PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF A TREE WITHIN THE DRIP LINE OF ANY TREE OR GROUP OF TREES. NO ATTACHMENT, WIRES (OTHER THAN PROTECTIVE GUY WIRES), SIGNS, OR PERMITS MAY BE FASTENED TO A TREE.
15. ANY EXISTING TREES CREDITED TOWARDS REQUIRED BUFFERS OR LANDSCAPE REQUIREMENTS REMOVED FOR ANY REASON SHALL BE REPLACED WITH TREES MEETING CITY APPROVAL WITH REGARDS TO SPECIES AND SIZE.
16. ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT (386) 872-7794.
17. ALL SHADE TREES AND SINGLE TRUNK UNDERSTORY TREES SHALL BE STAKED USING ARBORGUY STAKING SYSTEM FOR SINGLE STEM TREE AND ALL MULTI-TRUNK UNDERSTORY TREES SHALL BE STAKED WITH ARBORGUY MULTI-TRUNK SYSTEM.
18. ANY CHANGE IN STAKING SYSTEM MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT BEFORE BEING INSTALLED.
19. ALL UNIMPROVED AREA NOT OTHERWISE PLANTED OR MULCHED SHALL BE SODDED WITH BAHIA UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLAN.
20. PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED AS FLORIDA #1 OR BETTER ON EITHER LABELS OR INVOICES.
21. ALL PLANT MATERIAL SHALL BE GUARANTEED ONE YEAR AFTER ACCEPTANCE BY OWNER.
22. ALL TREES IN SOD TO BE IN A (4) FOOT MINIMUM-MULCHED RING AROUND.
23. TREES SHALL BE PLANTED SO THAT THE TRUNK FLARE IS EXPOSED AND TOPMOST ROOT IN THE ROOTBALL ORIGINATING FROM THE TRUNK IS AT SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL ON THE ROOTBALL.
24. ALL PLANT SPECIFICATIONS MUST BE MET OR EXCEEDED.
25. PLANT TREE SO THAT ROOTBALL IS 1"-2" ABOVE FINISH GRADE.
26. REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASS, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED AND A MINIMUM OF 3' OF CLEAN SAND WITH A pH 5.5-6.5 SHALL BE INSTALLED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.
27. FOR ALL NEW DEVELOPMENT, OR REDEVELOPMENT OF EXISTING PROPERTY, THE APPLICANT SHALL BE REQUIRED TO REMOVE ALL INVASIVE NONNATIVE PLANT SPECIES FROM THE PROPERTY PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
28. ALL EXISTING TREES AND PALMS WILL BE PROPERLY PRUNED AND CLEANED OF DEADWOOD, BROKEN BRANCHES, DEAD FROND AND VINES AS NEEDED.
29. PER SECTION 11.01.02.B.4 OF THE LAND DEVELOPMENT CODE, ANY EXPANSION PROJECT SHALL INCLUDE REPLACING PREVIOUSLY PLANTED REQUIRED LANDSCAPING AND REPAIR OF EXISTING IRRIGATION THAT HAS BEEN DAMAGED OR DIED. AS-BUILTS ARE AVAILABLE FROM THE CITY.

REVISIONS	
DATE	DESCRIPTION
9/2/22	CITY COMMENTS
8/30/22	CITY COMMENTS
7/28/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER
11/28/22	CITY COMMENTS
3/29/23	CITY COMMENTS

1200 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
L.C.A. # 26000394
L.C.E. # 26000394
C. 2013
Civil Engineering
Transportation, CEI
Landscape Architecture
NEWKIRK ENGINEERING

LANDSCAPE DETAILS AND NOTES
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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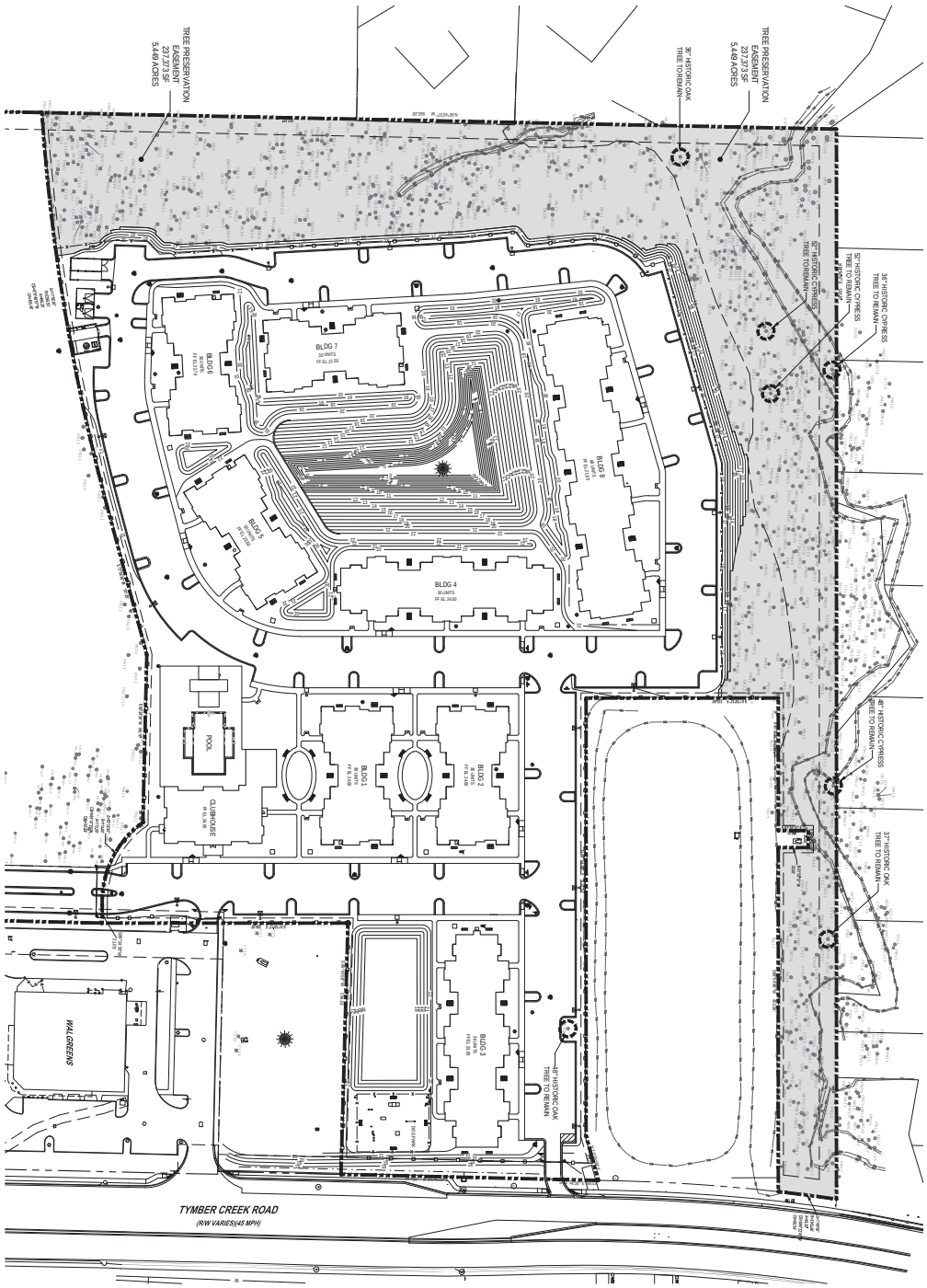
LAUREN ADAMS LICENSED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

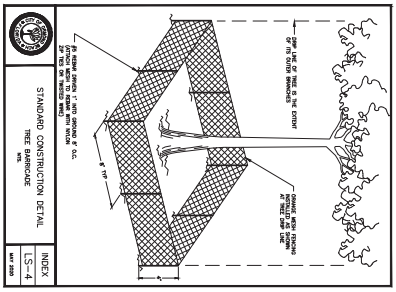
LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

72





TREE PRESERVATION AREA REQUIREMENT:

REQUIRED TREE PRESERVATION = 15.0%
REQUIRED TREE PRESERVATION = 854, 055 SF X15 = 128,195SF (15.0%)
TREE PRESERVATION AREA PROVIDED 237,370 SF = 5.449 ACRES
TOTAL TREE PRESERVATION AREA 237,373 SF / 854,055 SF = 27.8%

LEGEND

TREE PRESERVATION AREA (27.8%)

TREE PRESERVATION PLAN
TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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C.A. # 30209
L.C. # 26000584
C 2013
Civil Engineering, Transportation, CEI & Landscape Architecture

REVISIONS

DATE	DESCRIPTION
4/1/22	TRE/BLOCK
5/6/22	OWNER
10/3/23	CITY COMMENTS

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DATE: NOVEMBER 2021
DESIGN BY: HHN
DRAWN BY: NHS
CHECKED BY: HHN
SCALE: 1"= 60'
DRAWING NUMBER: 83

OVERALL TREE PRESERVATION AREA REQUIREMENT:

COMMERCIAL & MULTI-FAMILY
TREE PRESERVATION AREA REQUIRED = 15%
TOTAL SITE AREA = 29.75 ACRES
TREE PRESERVATION AREA PROVIDED
MULTI-FAMILY — 5.449 ACRES
COMMERCIAL — 0.184 ACRES
OVERALL TOTAL TREE PRESERVATION AREA — 5.633 ACRES (5.633 ÷ 29.75) = 18.9%

LEGEND

TREE PRESERVATION AREA (18.9%)

STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS

INDEX
LS-4

OVERALL
TREE PRESERVATION PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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REVISIONS

DATE	DESCRIPTION
4/1/22	TRI-RAIL BLOCK
5/24/22	DRB SET
8/24/23	CITY COMMENTS

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PROJECT No: 2020-08
DATE: NOVEMBER 2021
DESIGN BY: HHN
DRAWN BY: NHS
CHECKED BY: HHN
SCALE: 1"= 80'

DRAWING NUMBER 84



LEGEND

- WETLAND IMPACT AREA (5,308 SF / 0.138 AC (TOTAL)) — IMPACT AREAS REQUIRING MITIGATION - 613 SF / 0.014 AC
- WETLAND PRESERVATION AREA 96,433 SF / 2.264 AC (TOTAL)
- UPLAND PRESERVATION AREA 138,618 SF / 3.182 AC (TOTAL)
- UPLAND BUFFER IMPACT AREA 1,736 SF / 0.138 AC (TOTAL)
- CONSERVATION EASEMENT AREA 237,563 SF / 5.454 AC (TOTAL)
- CONSERVATION EASEMENT SIGN (SEE DETAIL, THIS SHEET)

WETLAND AREAS SUMMARY CHART

	SQ. FT.	ACRE	%
1. WETLAND / UPLAND AREAS:			
TOTAL WETLAND AREAS	105,189	2.401	12.3
TOTAL UPLAND AREAS	750,047	17.215	87.8
TOTAL PROJECT AREA	854,835	19.620	100.0

CONSERVATION AREA

- NO DUMPING
- LAWN CLIPPINGS OR OTHER DEBRIS/REFUSE TO BE DISPOSED OF IN THIS AREA
- FOR MORE INFORMATION, CONTACT THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (321) 984-4940

12" x 12"

SEE PLAN FOR LOCATIONS. SPACE AT 100' O.C. TOTAL 13 SIGNS

CONSERVATION EASEMENT SIGN

NOT TO SCALE

WETLAND IMPACT/ PRESERVATION PLAN

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD

ORMOND BEACH, FL 32174

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REVISIONS		
DATE	DESCRIPTION	
4/13/22	TITLE BLOCK	
5/24/22	DRAINAGE	
6/24/22	CITY COMMENTS	

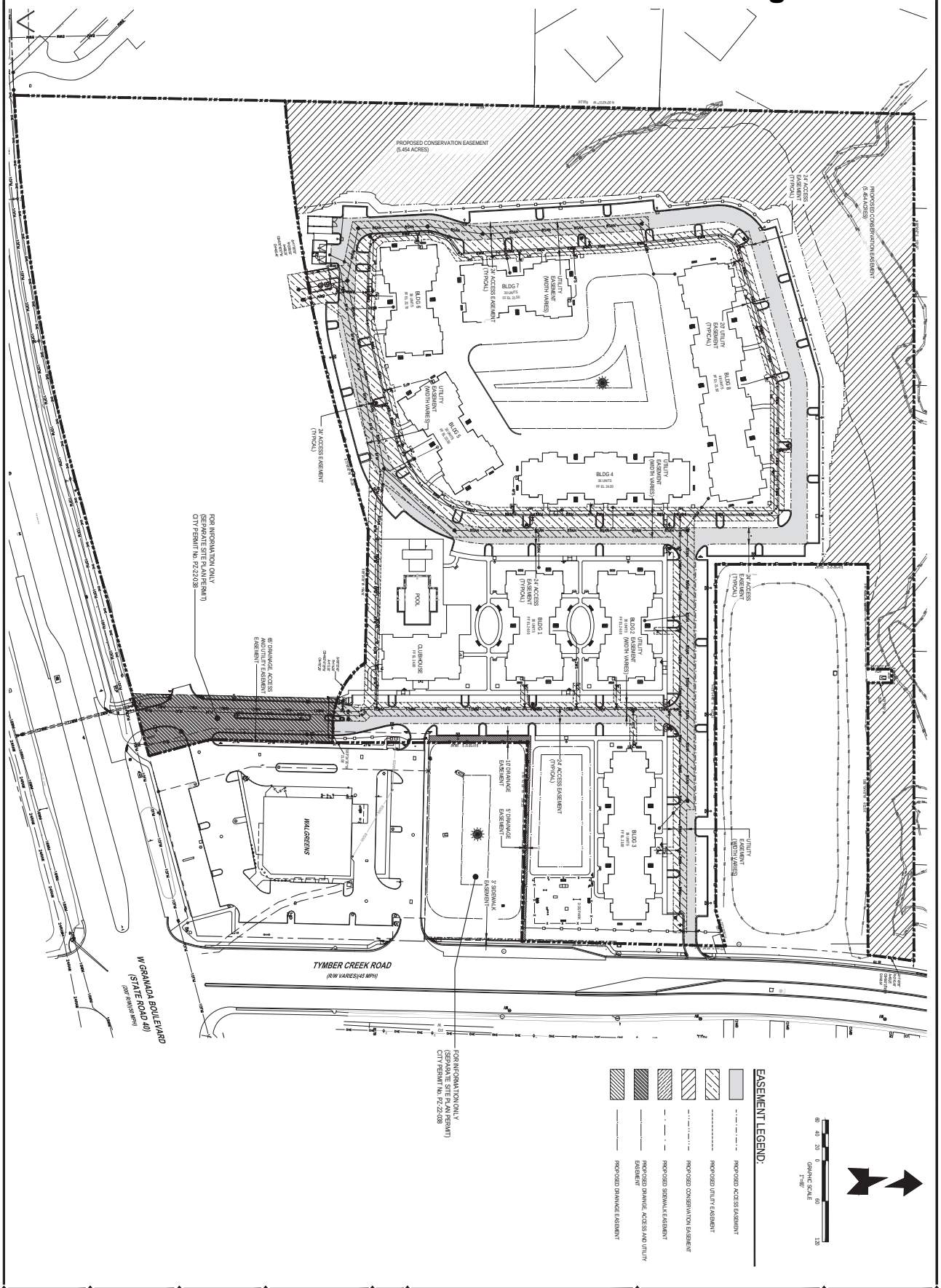
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HARRY H. NEWKIRK, P.E. # 62971

STATE OF FLORIDA — REGISTERED PROFESSIONAL ENGINEER — NO. 62971

PROJECT No:	2020-08
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NHS
CHECKED BY:	HHN
SCALE:	1"=60'
DRAWING NUMBER	85



REVISIONS	
DATE	DESCRIPTION
4/7/22	TRC REVISION
6/10/22	OWNER
8/24/23	CITY COMMENTS

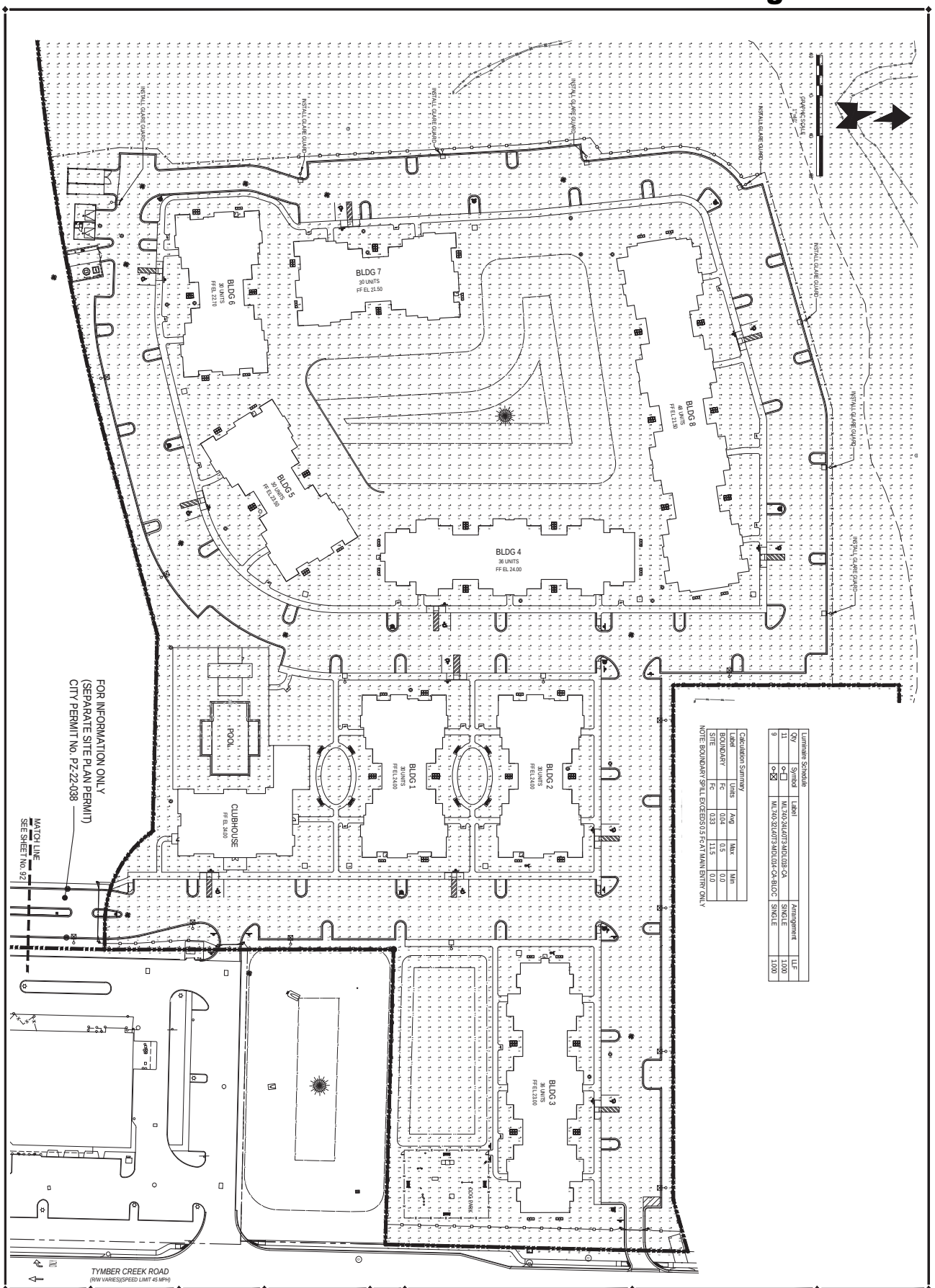
EASEMENT PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER
NO. 62971

PROJECT No: 2020-06
DATE: NOVEMBER 2021
DESIGN BY: HHN
DRAWN BY: NHS
CHECKED BY: HHN
SCALE: 1"=60'
DRAWING NUMBER: 90



Luminaire Schedule				
Qty	Symbol	Label	Arrangement	LLF
11		ML740-24L40T3-MDL038-GA	SINGLE	1.000
9		ML740-32L40T3-MDL004-GA-BLOC	SINGLE	1.000

Calculation Summary				
Label	Units	Avg	Max	Min
BOUNDARY	Fc	0.04	0.5	0.0
SITE	Fc	0.33	11.5	0.0

NOTE: BOUNDARY SPILL EXCEEDS 0.5 Fc AT MAIN ENTRY ONLY

REVISIONS	
DATE	DESCRIPTION
4/7/22	PER REVIEW
6/24/22	PER REVIEW
10/4/22	CITY COMMENTS

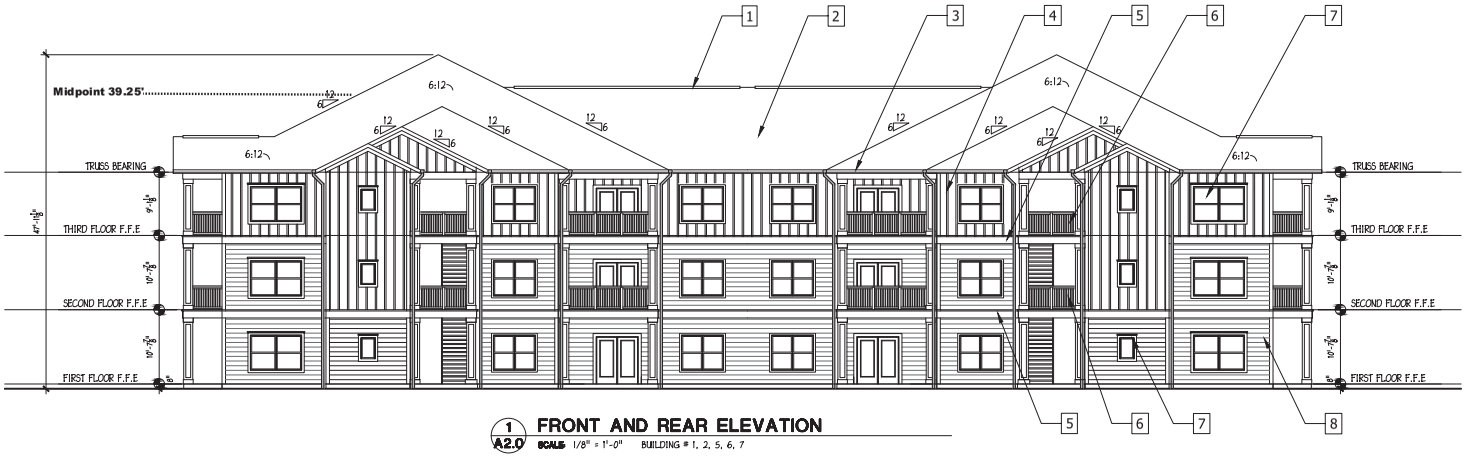
PHOTOMETRIC PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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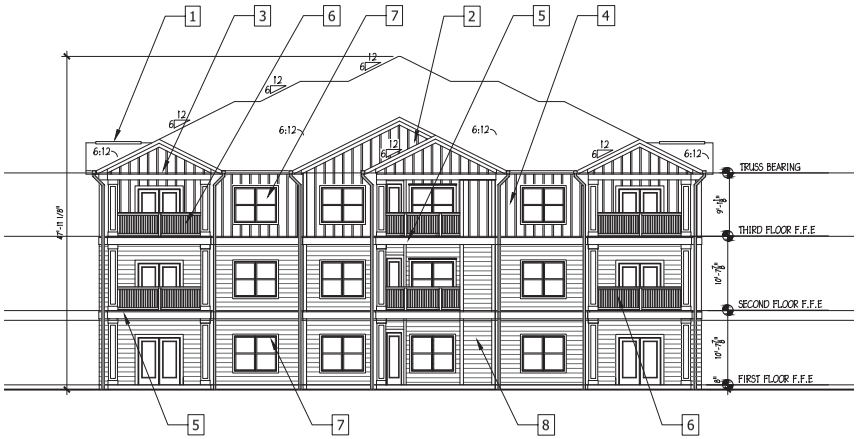
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STATE OF FLORIDA
NO. 62971
PROFESSIONAL ENGINEER

PROJECT No:	2020-08
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NRS
CHECKED BY:	HHN
SCALE:	1"=40'
DRAWING NUMBER	91



1 A2.0 **FRONT AND REAR ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 1, 2, 5, 6, 7



2 A2.0 **LEFT AND RIGHT SIDE ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 1, 2, 5, 6, 7

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. PREFABRICATED CEMENT PANELS
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
9. SIMULATED STONE VENEER
10. STAINED P.T. WOODEN TRELLIS
11. STAINED P.T. WOODEN GATE
12. DECORATIVE GABLE VENT

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JOB PROGRESS:
ITEM: DATE:
PERMIT REVIEW 02-27-2020

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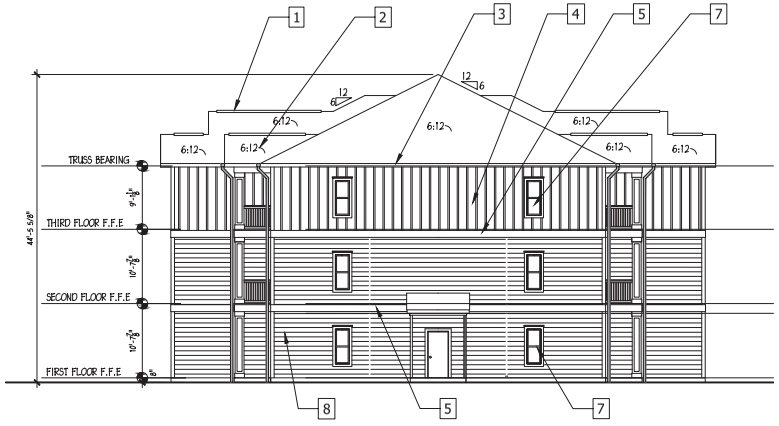
JOB NUMBER: E143
DRAWN BY:
CHECKED BY:

BUILDING ELEVATIONS
1, 2, 5, 6, 7

SHEET NO.
A2.0



1 A2.1 **FRONT AND REAR ELEVATION**
SCALE 3/32" = 1'-0" BUILDING # 3, 4



2 A2.1 **LEFT AND RIGHT SIDE ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 3, 4

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

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ITEM:	DATE:
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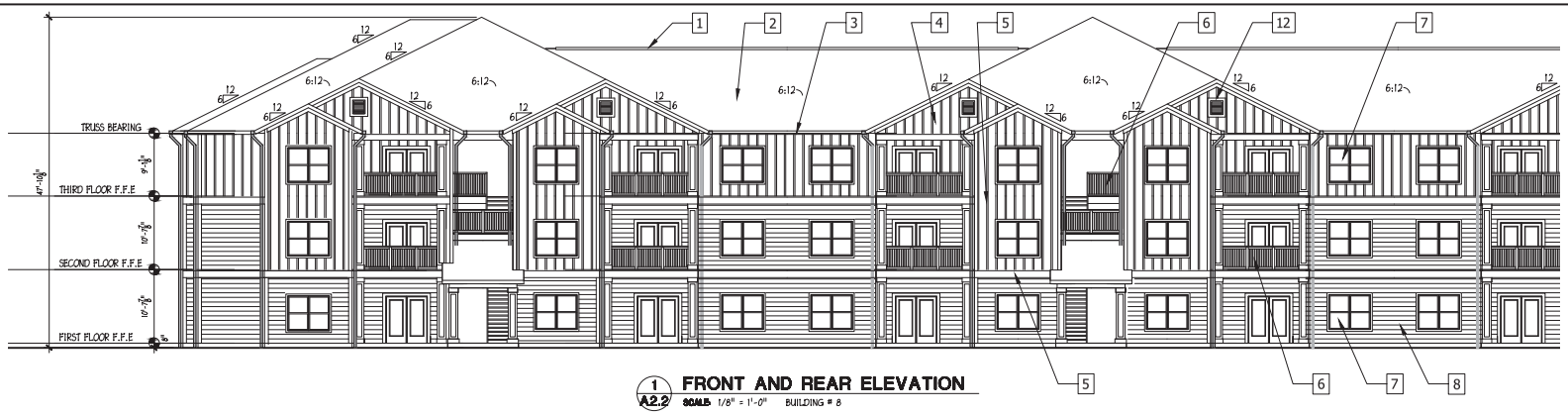
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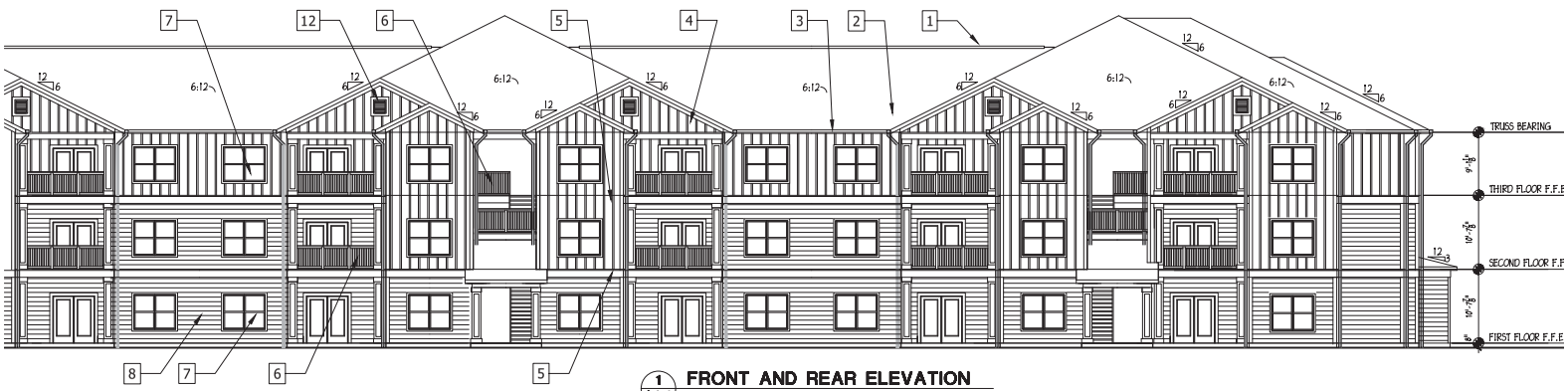
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DRAWN BY:
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BUILDING ELEVATIONS
BUILDING # 3, 4

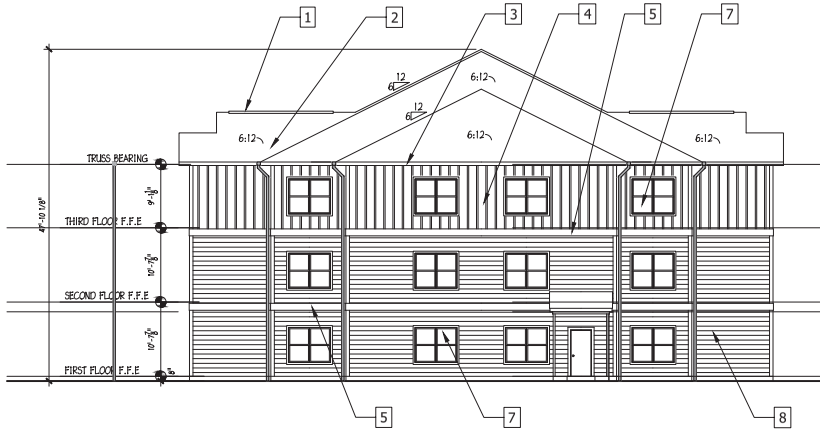
SHEET NO.
A2.1



1 A2.2 **FRONT AND REAR ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 8



1 A2.2 **FRONT AND REAR ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 8



2 A2.2 **LEFT AND RIGHT SIDE ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 8

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

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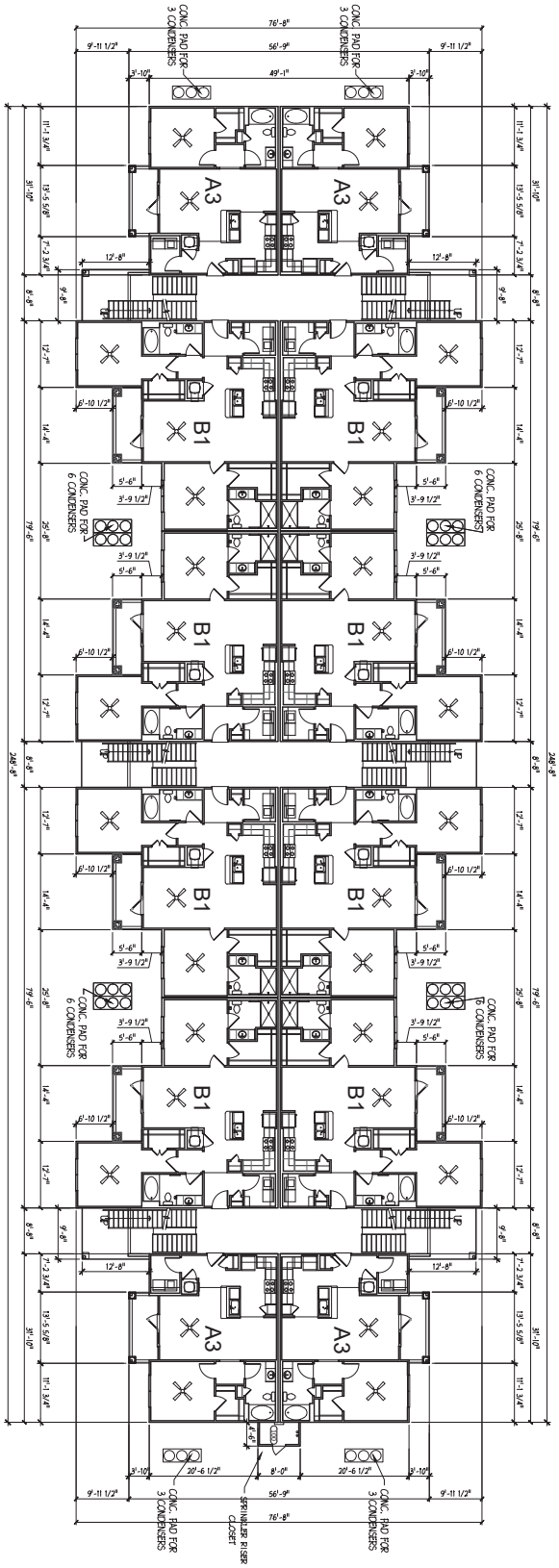
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ORMOND BEACH, FLORIDA

JOB NUMBER: E143
DRAWN BY:
CHECKED BY:

BUILDING ELEVATIONS
BUILDING # 8

SHEET NO.
A2.2



1 A1.1 **BUILDING FLOOR PLAN - GROUND FLOOR**
SCALE: 3/32" = 1'-0" BUILDING #3, 4

TYMBER CREEK APARTMENTS
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FOR
TELLUS PARTNERS
ORMOND BEACH, FLORIDA

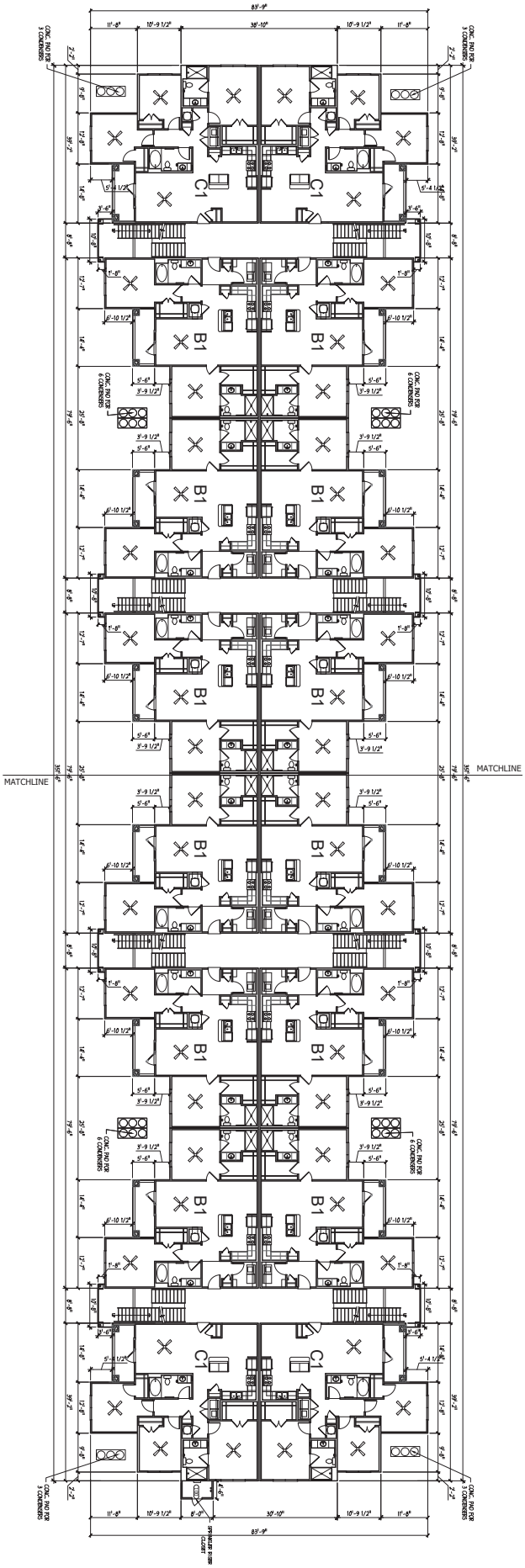
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JOB NUMBER: EL43
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BUILDING PLANS
BUILDING # 3, 4
SHEET NO.
A1.1



1 A1.2 **BUILDING FLOOR PLAN - GROUND FLOOR**
SCALE: N.T.S. BUILDING #8

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BUILDING PLANS
BUILDING # 8
SHEET NO.
A1.2

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: April 18, 2023

Subject: Live Local Act, Senate Bill 102

Commission Goal: Community Development

Introduction

On March 29, 2023, the Governor signed Senate Bill (SB) 102, known as the Live Local Act into law that seeks to provide incentives to build affordable and workforce housing. The law is effective July 1, 2023. The purpose of this disposition item is to inform the City Commission of the pending law.

Background

The Live Local Act was signed into law on March 29, 2023 and is effective July 1, 2023. Attached to the packet is (1) Bill Analysis and Fiscal Impact Statement and (2) text of the Live Local Act. The law has a wide range of amendments to state level resources that is discussed in the bill analysis. The focus of this disposition item is the amendments that would impact local jurisdictions. City staff are reviewing SB 102 and additional information will be provided leading up to the implementation. Key parts of the legislation include:

1. A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection.
2. A municipality may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any land in the municipality where residential development is allowed.
3. A municipality may not restrict the height of a proposed development authorized

under this subsection below the highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, which is higher.

4. A proposed development authorized under this subsection must be administratively approved and no further action by the governing body of the municipality is required if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of the provisions establishing allowable densities, height, and land use.
5. Requires local governments to maintain a public, written policy that outlines procedures for expediting building permits and development orders for affordable housing.
6. Requires local governments to update and electronically publish an inventory of publicly owned property that may be appropriate for affordable and workforce housing.

Discussion

The Live Local Act preempts local government's land use and zoning regulations regarding zoning, density and height for the provision of affordable housing in commercial, industrial, and mixed use zoned areas. Staff is in the process of confirming the application of the new law. Below is staff's initial analysis:

Zoning:
The city's commercial zoning districts, except for the B-2, Neighborhood Commercial, allow for multifamily development at ten (10) units per acre. The industrial zoning district currently does not allow for residential development. The city does not have a designated mixed use zoning district and all the commercial areas (except for the B-2 zoning district) would allow for a mixture of uses. The Live Local Act would allow residential development within industrial zoned properties provided the affordable requirements as defined by state statute are met.

Density:
The city's commercial land use designations allow more density than the commercial zoning districts. The city land use designations allow the following density:

1. 32 units per acre: General Commercial and Tourist Commercial
2. 18 units per acre: Heavy Commercial
3. 15 units per acre: Residential, Office, Retail
4. 10 units per acre: Low Intensity Commercial
5. 0 units per acre: Public Institutional, Light Industrial/Utilities, and Heavy Industrial

The restriction of the zoning density was a policy decision to allow the Site Plan Review Committee to approve up to 10 units per acre administratively (no public hearing) and any project seeking a density of greater than 10 units per acre would require a public hearing.

The Live Local Act has the following actions regarding density:

1. A municipality may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any land in the municipality where residential development is allowed. This would allow the development at **32 units an acre** for a project that provides affordable housing as defined by state statute.
2. Industrially zoned properties that meet the Live Local Act requirements are allowed 32 units per acre.
3. The city cannot require Comprehensive Plan amendments, Special Exceptions, or Planned Developments for the use, density or building height for qualified projects.
4. Qualified projects that meet the Live Local Acts are required to be approved administratively with no public hearings.

Height:
The city zoning designations allow the following maximum height:

1. 75' maximum height: B-4, Central Business, B-6, Oceanfront Tourist Commercial, B-9, Boulevard, and B-10, Suburban Boulevard.
2. 50' maximum height: B-7, Highway Tourist Commercial
3. 45' maximum height: I-1, Light Industrial
4. 30' maximum height: B-1, Professional Office/Hospital Zoning District, B-5, Service Commercial, and B-8 (Commercial).

The Live Local Act requires the allowance of **a minimum of three (3) stories or the allowed height within the city within 1 mile of the proposed development**.

The above provisions are only for projects that provide at least 40 percent of the residential units in a proposed multifamily rental development that are, for a period of at least 30 years, affordable as defined in state statute 420.0004. Staff is continuing to research the new law and Comprehensive Plan and/or Land Development Code amendments may be necessary to implement the new state law.

Budget Impact

There is no budget impact as the result of this disposition item.

Citizen Impact

The Live Local Act seeks to provide incentives to build affordable and workforce housing. The legislation preempts local jurisdictions from utilizing their existing Comprehensive Plan land use categories and Land Development Code density, height and processes for qualified affordable housing projects. It is important to note that not every residential project would qualify for the zoning, density, and height exemptions.

The local impact is that there may be residential projects at a greater Land Development Code allowed density and height with no public hearings. In addition, industrially zoned property may be used for qualified affordable housing projects.

Recommendation

The purpose of the disposition item is to inform the City Commission of the Live Local Act. No action is required at this time and additional staff research to implement the newly signed law is needed.

Attachments:

1. Bill analysis and fiscal impact statement
2. Live Local Act, SB 102 text

Approvals:

Kelly A. McGuire

Date: April 10, 2023

Kelly McGuire, Finance Director

Date: April 10, 2023

Claire Whitley, Assistant City Manager

Joyce Shanahan

Date: April 12, 2023

Joyce Shanahan, City Manager

Live Local Act

Bill analysis and fiscal impact statement

Source:
https://flsenate.gov/Session/Bill/2023/102/?Tab=Analyses

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Appropriations

BILL:	CS/SB 102
INTRODUCER:	Appropriations Committee, and Senator Calatayud and others
SUBJECT:	Housing
DATE:	February 24, 2023
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Hackett	Ryon	CA	**Favorable**
2.	Nortelus	Sadberry	AP	**Fav/CS**

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/SB 102 makes various changes and additions to affordable housing related programs and policies at both the state and local level.

Much of the bill involves the Florida Housing Finance Corporation (FHFC), a public-private entity that administers the two largest statewide affordable housing programs: the State Apartment Incentive Loan (SAIL) program and the State Housing Initiatives Partnership (SHIP) program. With regards to the FHFC, the bill:

- Provides up to $150 million annually to the SAIL program for certain specified uses such as infill and projects near military installations. These funds are to be redirected from the General Revenue service charge, and this provision sunsets 2033.
- Provides up to a $5,000 refund for sales tax paid on building materials used to construct an affordable housing unit funded through the FHFC.
- Creates a new tax donation program to allow corporate taxpayers to direct certain tax payments to the FHFC, up to $100 million annually, to fund the SAIL program.
- Codifies the Florida Hometown Heroes down payment assistance program, retaining the structure as it exists while increasing the monetary limit per loan and the scope of eligibility.
- Adds two members to the FHFC Board of Directors, one appointed by the leader of each chamber of the Legislature.
- Broadens the ability for the FHFC to invest in affordable housing developments for those in or aging out of foster care.
- Adds a requirement to its annual legislative budget request.
- Makes a technical amendment to the qualified contracts process.

With regards to other state-level resources, the bill:

- Revises the State Housing Strategy to align with current best practices and goals.
- Requires nonconservation land managers to analyze whether such lands would be more appropriately transferred to a local government for affordable housing related purposes.
- Clarifies current law to ensure all local government requests for surplus lands are expedited.
- Expands Job Growth Grant Fund eligibility to specifically authorize public infrastructure projects that support affordable housing.
- Increases the amount of tax credits available through the Community Contribution Tax Credit Program for affordable housing from $14.5 million to $25 million annually.

With regards to local governments, the bill:

- Preempts local governments' requirements regarding zoning, density, and height to allow for streamlined development of affordable housing in commercial and mixed-use zoned areas under certain circumstances. Developments that meet the requirements may not require a zoning change or comprehensive plan amendment.
- Removes a local government's ability to approve affordable housing on residential parcels by bypassing state and local laws that may otherwise preclude such development, while retaining such right for commercial and industrial parcels.
- Removes provision in current law allowing local governments to impose rent control under certain circumstances, preempting rent control ordinances entirely.
- Requires counties and cities to update and electronically publish the inventory of publicly owned properties, for counties including property owned by a dependent special district, which may be appropriate for affordable housing development.
- Authorizes the FHFC, through contract with the Florida Housing Coalition, to provide technical assistance to local governments to facilitate the use or lease of county or municipal property for affordable housing purposes.
- Requires local governments to maintain a public written policy outlining procedures for expediting building permits and development orders for affordable housing projects.
- Provides that the Keys Workforce Housing Initiative is an exception to evacuation time requirements and that comprehensive plan and land use amendments approved under that initiative are valid.

The bill also introduces three ad valorem property tax exemptions:

- An ad valorem tax exemption for land owned by a nonprofit entity that is leased for a minimum of 99 years for the purpose of providing affordable housing.
- An ad valorem tax exemption that applies to rent-restricted units within newly constructed or substantially rehabilitated developments setting aside at least 70 units for affordable housing for households earning 120 percent of area median income or less.
- Authorizes counties and municipalities to offer, through ordinance, an ad valorem tax exemption to property owners who dedicate units for affordable housing for households earning 60 percent of area median income or less.

The bill contains the following appropriations to the FHFC:

- $100 million in non-recurring funds from the General Revenue Fund to implement the Florida Hometown Heroes Program;

- $252 million in non-recurring funds from the Local Government Housing Trust Fund for the SHIP program;
- $150 million in recurring funds from the State Housing Trust Fund for SAIL projects funded by the General Revenue service charge redirect in the bill.
- $109 million in non-recurring funds from the State Housing Trust Fund for the SAIL program; and
- $100 million in non-recurring funds from the General Revenue Fund to implement a competitive loan program to alleviate inflation-related cost increases for FHFC-approved multifamily projects that have not yet commenced construction.

See Section V., Fiscal Impact Statement, for Revenue Estimating Conference analysis on individual components of the bill.

Except as otherwise provided, the bill takes effect July 1, 2023.

II. Present Situation:

The present situation for each issue is described below in Section III, Effect of Proposed Changes.

III. Effect of Proposed Changes:

Present Situation:

Affordable Housing

One major goal at all levels of government is to ensure that citizens have access to affordable housing. Housing is considered affordable when it costs less than 30 percent of a family's gross income. A family paying more than 30 percent of its income for housing is considered "cost burdened," while those paying more than 50 percent are considered "extremely cost burdened." Severely cost burdened households are more likely to sacrifice other necessities such as healthy food and healthcare to pay for housing, and to experience unstable housing situations such as eviction.

Affordable housing is defined in terms of household income. Resident eligibility for Florida's state and federally funded housing programs is typically governed by area median income (AMI) levels. These levels are published annually by the U.S. Department of Housing and Urban Development (HUD) for every county and metropolitan area. The following are standard household income level definitions and their relationship to the 2022 Florida state AMI of $78,300 for a family of four (as family size increases or decreases, the income range also increases or decreases):[1]

- Extremely low income – earning up to 30% AMI (at or below $ 23,500);[2]
- Very low income – earning from 30.01 to 50% AMI ($23,501 to $39,150);[3]

[1] U.S. Department of Housing and Urban Development, *Income Limits, Access Individual Income Limits Areas – Click Here for FY 2022 IL Documentation*, available at https://www.huduser.gov/portal/datasets/il.html#2022 (last visited January 25, 2023).
[2] Section 420.0004(9), F.S.
[3] Section 420.0004(17), F.S.

- Low income – earning from 50.01 to 80% AMI ($39,151 to $62,650);[4] and
- Moderate income – earning from 80.01 to 120% of AMI ($62,651 to $94,000).[5]

To illustrate, below are examples of income thresholds from various counties in Florida:

AMI % Single Income	30%	60%	80%	120%	150%
Miami-Dade	20,490	40,980	54,640	81,960	102,450
Collier	19,830	39,660	52,880	79,320	99,150
Leon	17,070	34,140	45,520	68,280	85,350
Bradford[6]	12,750	25,500	34,000	51,000	63,750

AMI % Family of 4	30%	60%	80%	120%	150%
Miami-Dade	29,250	58,500	78,000	117,000	146,250
Collier	28,290	56,580	75,440	113,160	141,450
Leon	24,360	48,720	64,960	97,440	121,800
Bradford[7]	18,210	36,420	48,560	72,840	91,050

Housing costs reflect what people are willing to pay to live in an area, which may make it difficult for the workforce, elders, and people with disabilities to find affordable homes and apartments. The government helps make housing affordable through decreased monthly rent or mortgage payments so that income eligible families are able to pay less for housing than it would otherwise cost at "market rate." Lower monthly payments or down payment assistance is a result of affordable housing financing.

Florida Housing Finance Corporation

The 1997 Legislature created the Florida Housing Finance Corporation (FHFC) as a public-private entity to assist in providing a range of affordable housing opportunities for Floridians.[8] The FHFC is a corporation held by the state and housed within the Department of Economic Opportunity (DEO). The FHFC is a separate budget entity and its operations, including those relating to personnel, purchasing, transactions involving real or personal property, and budgetary matters, are not subject to control, supervision, or direction by the DEO.[9]

The goal of the FHFC is to increase the supply of safe, affordable housing for individuals and families with very low to moderate incomes by stimulating investment of private capital and encouraging public and private sector housing partnerships. As a financial institution, the FHFC administers federal and state resources to finance the development and preservation of affordable rental housing and assist homebuyers with financing and down payment assistance.

[4] Section 420.0004(11), F.S.
[5] Section 420.0004(12), F.S.
[6] This threshold applies to 18 counties: Bradford, DeSoto, Dixie, Glades, Hamilton, Hardee, Hendry, Holmes, Jackson, Levy, Liberty, Madison, Okeechobee, Putnam, Suwanee, Taylor, Union, and Washington.
[7] *Id.*
[8] Chapter 97-167, Laws of Fla. From 1980 through 1997, the former Florida Housing Finance Agency, placed within the former Department of Community Affairs, performed similar duties.
[9] Section 420.504(1), F.S.

Funding for Affordable Housing

The FHFC draws and administers funds from federal programs through federal tax credits and the HUD,[10] from the state through the State Housing Trust Fund and Local Government Housing Trust Fund,[11] both funded by documentary stamp taxes, as well as ad hoc individual legislative appropriations, and through program income, which consists primarily of funds from successful loan repayment that is recycled into the program it came from.

Documentary Stamp Tax

The documentary stamp tax imposes an excise tax on deeds or other documents that convey an interest in Florida real property. The tax comprises two taxes imposed on different bases at different tax rates. The first tax rate is 70 cents on each $100 of consideration for deeds, instruments, or writings whereby lands, tenements, or other real property or interests that are granted, assigned, transferred, conveyed or vested in a purchaser.[12] The second tax rate is 35 cents per each $100 of consideration for certificates of indebtedness, promissory notes, wage assignments, and retail charge account agreements.[13] Revenue collected from the documentary stamp tax is divided between the General Revenue Fund and various trust funds[14] according to the statutory formula in ch. 201, F.S.

Housing Trust Funds

The State Housing Trust Fund, administered by the FHFC,[15] is "to be used for new construction and substantial rehabilitation of housing, to improve the state's ability to serve first-time homebuyers, and to increase the affordability and availability of the housing stock in the State of Florida."[16] The 1992 Sadowski Act increased documentary stamp tax rates and provided for a certain proportion of documentary stamp tax revenues to be distributed to the State Housing Trust Fund. A large portion of these funds are utilized in the State Apartment Incentive Loan (SAIL) Program.

The Local Government Housing Trust Fund, administered by the FHFC,[17] is used to fund the State Housing Initiatives Partnership (SHIP) Program, which was created "for the purpose of providing funds to local governments as an incentive for the creation of partnerships to produce and preserve affordable housing."[18] A certain proportion of documentary stamp tax revenues are distributed to the Local Government Housing Trust Fund.

[10] *See* ss. 420.507(33) and 159.608, F.S.
[11] Section 201.15, F.S.
[12] Section 201.02(1), F.S.
[13] Sections 201.07 and 201.08, F.S.
[14] The Land Acquisition Trust Fund, the State Transportation Trust Fund, the State Economic Enhancement and Development Trust Fund, the General Inspection Trust Fund, the Water Protection and Sustainability Program Trust Fund, the Resilient Florida Trust Fund, the State Housing Trust Fund, and the Local Government Housing Trust Fund.
[15] Chapter 92-317, ss. 1-35, Laws of Fla; Section 420.0005, F.S.
[16] Chapter 88-376, s. 2, Laws of Fla.; s. 420.003(5), F.S. (1988).
[17] Section 420.9079, F.S
[18] Chapter 92-317, s. 32, Laws of Fla.; s. 420.9072, F.S. (1992).

State Apartment Incentive Loan (SAIL) Program

The SAIL Program is administered by the FHFC and provides low-interest loans on a competitive basis to multifamily affordable housing developers.[19] These funds often serve to bridge the gap between the development's primary financing and the total cost of the development. SAIL dollars are available for developers proposing to construct or substantially rehabilitate multifamily rental housing.[20]

At a minimum, developments financed by SAIL must set aside 20 percent of units for households at or below 50 percent of AMI, or if the development also receives Low Income Housing Tax Credits[21] (LIHTC), 40 percent of units for households up to 60 percent of AMI.[22] Loan interest rates are set at zero percent for those developments that maintain 80 percent of their occupancy for farmworkers, commercial fishing workers or homeless people. The interest rates are set at one percent for all other developments. Generally, loans are issued for 15 years and cover approximately 25 to 35 percent of the total development cost.

Development Funding Selection Process

SAIL funding is distributed by the FHFC through a competitive solicitation process.[23] Each year the FHFC issues several requests for application, formal offers of funding that require hopeful developers to give the FHFC detailed information related to the development. These requests for application vary by geography and needs of the community, based on a statewide market study.[24] Applications are then reviewed and scored by the FHFC, based on a number of criteria, and awards are made from the highest scoring applications.[25]

To illustrate, in 2022 one request for application was entitled "SAIL Financing for the Construction of Workforce Housing in Monroe County."[26] This request stated that up to $5.52 million in SAIL financing would be awarded for a Monroe County based development serving workforce income households (up to 120% AMI), in addition to $1.8 million of LIHTC financing available for award to developments serving low income households (up to 60% AMI). Applicants filed detailed information, including developer experience, development characteristics, proposed location, set-aside commitments, and existing financing. Applications

[19] Section 420.5087, F.S.
[20] See Florida Housing Finance Corporation, *State Apartment Incentive Loan*, available at https://floridahousing.org/programs/developers-multifamily-programs/state-apartment-incentive-loan (last visited February 3, 2022).
[21] Low Income Housing Tax Credits are a financial instrument administered by the Department of Housing and Urban Development that provide financing for low income housing developments. Credits are allocated to states on a per capita basis and state-level administration is performed by FHFC. Eligible developments are income-limited similarly to SAIL requirements.
[22] Section 420.5087(2), F.S.
[23] Section 420.5087(1), F.S.
[24] *Id.*, *see also* Fla. Admin. Code R. Ch 67-60.
[25] For the full list of statutory criteria, *see* s. 420.5087(6)(c), F.S. Additional criteria and scoring mechanics can be set by FHFC.
[26] Florida Housing Finance Corporation, *Request for Applications 2022-208*, March 7, 2022, available at https://www.floridahousing.org/docs/default-source/programs/competitive/2022/2022-208/3-7-22-final-2022-208-workforce_bookmarked08e499c2fb0d6fb69bf3ff00004a6e0f.pdf?sfvrsn=ce9f67b_0 (last visited December 29, 2022).

were reviewed and ultimately one was awarded the full amount available. The resulting development following award will have 98 units, with each unit set aside as follows:

- 10 percent of the units will serve households at or below 25% AMI;
- 40 percent of the units will serve households at or below 60% AMI; and
- 50 percent of the units will serve households between 60% and 120% AMI.[27]

These set-asides for affordable housing set two limits on an apartment: the rent is limited to make the apartment affordable to someone at the target income, and potential renters must submit proof of income beneath the target before becoming eligible renters. Set-asides are generally governed by a Land Use Restrictive Agreement (LURA), which is recorded by the county clerk's office and runs with the land. A LURA can also include a time period associated with restriction compliance enforced by the IRS, HUD, or other housing authority.[28] Both the FHFC and local governments utilize LURAs to enforce requirements that developers receiving funding indeed go on to provide affordable housing.

The same competitive solicitation process is used to distribute many different types of funding routed through the FHFC. The FHFC is the state's administrator for all federal affordable housing programs, which include LIHTC, HOME investment partnerships and the National Housing Trust Fund program via the HUD, and Multifamily Mortgage Revenue Bonds. The process is also used for other state programs such as the Elderly Housing Community Loan Program.[29] Certain funding sources can also be paired to ensure a greater number of projects are funded.

External Funding for SAIL Projects

SAIL funding operates as gap financing, which means it provides the last amount needed to secure a development's future. There are several sources of funding that an affordable housing development will take advantage of:

- FHFC Loans and Grants, which result from state appropriations;
- Traditional financing through bank loans and bond issuance;
- Local government investment;
- Private funds directly raised or put forth by the developer; and
- LIHTC.

Housing credits are a financial instrument, tax credits, issued through the LIHTC program.[30] After being allocated a certain amount of tax credits by the federal government based on population and need, the FHFC allocates the funding to affordable housing developers. There are two types of credits:

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[27] *See* Lofts at Bahama Village, Application Package for RFA 2022-208, Application Number 2022-265CS, available at https://www.floridahousing.org/programs/developers-multifamily-programs/competitive/submitted-rfas?RFA=2022208 (last visited December 29, 2022).

[28] Commercial Real Estate Finance Company of America, *Multifamily Housing – Land Use Restrictive Agreement (LURA) LIHTC*, available at https://www.crefcoa.com/land-use-restrictive-agreement.html (last visited February 4, 2023).

[29] SB 102's focus, as it relates to multifamily development loans, is SAIL funding. For more on the programs referred to in this paragraph, *see generally* Florida Housing Finance Corporation, *2021 Annual Report*, January 30, 2022, available at https://issuu.com/fhfc/docs/2021_annual_report (last visited December 29, 2022).

[30] Florida Housing Finance Corporation, *Housing Credits*, available at https://www.floridahousing.org/programs/developers-multifamily-programs/low-income-housing-tax-credits (last visited January 5, 2023).

- 9 percent credits, which are more valuable and limited. These are competitively bid for and can typically fund two-thirds of a development's total cost; and
- 4 percent credits, which are not limited and considered "non-competitive." These typically fund one third of a development's total cost.

General Revenue Service Charge Redirect for SAIL Program

Section 201.15, F.S., prescribes the distribution of revenues from the excise tax on documents. After payments on certain outstanding bonds and a distribution to the Land Acquisition Trust Fund, eight percent of total collections is deducted as the General Revenue service charge required by s. 215.20(1), F.S. This charge is intended to represent a share of the cost of general government. The remaining revenues from the excise tax on documents are distributed to various trust funds, including the State Housing and Local Government Housing Trust Funds, pursuant to s. 201.15, F.S.

Effect of Proposed Changes:

The bill provides for $150 million to be redirected from the General Revenue service charge to the State Housing Trust Fund for use in the SAIL program, with certain priorities and goals attached. These goals include projects focused on infill and maximizing existing infrastructure, the use and lease of public lands, projects near military installations, and projects meeting the needs of certain groups such as the elderly and those aging out of foster care. This funding is annually recurring, and will be repealed on July 1, 2033. A section-level breakdown follows.

Section 10 amends s. 201.15, F.S., to provide that, after documentary stamp tax revenue distributions to the Land Acquisition Trust Fund and before any other distributions, the lesser of 8 percent of the remainder or $150 million is paid to the credit of the State Housing Trust Fund to be utilized pursuant to s. 420.50871, F.S., created by section 30. The remainder of the 8 percent shall be paid into the General Revenue Fund, constituting the General Revenue service charge. The section removes other references to the General Revenue service charge.

Section 11 provides that the amendments made by section 10 expire on July 1, 2033, and the text of that section shall revert to that in existence before the bill's passage but for any amendments by other legislation which are not dependent on the portions of the text which expire.

Section 14 creates s. 215.212, F.S., to exempt documentary stamp taxes from the General Revenue service charge, in accordance with the amendments made by Section 10 which provide the same 8 percent charge in another form. This section is also repealed July 1, 2033.

Section 15 amends s. 215.22, F.S., to make a technical conforming change. **Section 16** likewise provides that the amendments made by section 15 expire on July 1, 2033, and the text of that section shall revert to that in existence before the bill's passage but for any amendments by other legislation which are not dependent on the portions of the text which expire.

Section 32 creates s. 420.50871, F.S., which provides the allocation of revenues derived by the amendments made by section 10. The $150,000,000 allocated to the State Housing Trust Fund

by section 10 are to be used by the FHFC under the SAIL program, with specific requirements as follows:

Seventy percent of the funds must be used to issue competitive requests for application to finance projects that:

- Both redevelop an existing affordable housing development and provide for the construction of a new development within close proximity to the existing development to be rehabilitated. This mechanism involves building a new affordable housing development first, relocating the tenants of the existing development to the new development, and then demolishing the existing development for reconstruction of an affordable housing development with more overall and affordable units.
- Address urban infill, including conversions of vacant, dilapidated, or functionally obsolete buildings or the use of underused commercial property.
- Provide for mixed use of the location, incorporating nonresidential uses, such as retail, office, institutional, or other appropriate commercial or nonresidential uses.
- Provide housing near military installations in this state.

The remaining 30 percent must be used to finance any of the following projects which:

- Propose using or leasing public lands. Projects that propose to use or lease public lands must include a resolution or other agreement with the unit of government owning the land to use the land for affordable housing purposes.
- Address needs of young adults who age out of the foster care system.
- Meet the needs of elderly persons.
- Provide housing to meet the needs in areas of rural opportunity, designated pursuant to s. 288.0656, F.S.

One project need not meet all of the goals listed for each allocation group, but each goal must be targeted for development. The bill instructs the FHFC to coordinate with the appropriate state department or agency for each goal, and to prioritize projects providing mixed-income developments. Funds allocated under this section must remain within the requirements of this section, but the FHFC may allocate outside funds (e.g. from the wider SAIL program) to supplement these funds.

This section is repealed on June 30, 2033.

Section 33 directs the Division of Law Revision to make technical amendments to bill when published into law.

Present Situation:

Florida Sales Tax Refund for SAIL Developments

Florida levies a six percent sales and use tax on the sale or rental of most tangible personal property,[31] admissions,[32] transient rentals,[33] and a limited number of services. Chapter 212, F.S.,

[31] Section 212.05(1)(a)1.a., F.S.
[32] Section 212.04(1)(b), F.S.
[33] Section 212.03(1)(a), F.S.

contains provisions authorizing the levy and collection of Florida's sales and use tax, as well as the exemptions and credits applicable to certain sales. Sales tax is added to the sales price of the taxable good or service and collected from the purchaser at the time of sale.[34]

Counties are authorized to impose local discretionary sales surtaxes in addition to the state sales tax.[35] A surtax applies to "all transactions occurring in the county which transactions are subject to the state tax imposed on sales, use, services, rentals, admissions, and other transactions by [ch. 212, F.S.], and communications services as defined in ch. 202."[36] The discretionary sales surtax is based on the tax rate imposed by the county where the taxable goods or services are sold or delivered. Discretionary sales surtax may be levied in a range of 0.5 to 2.5 percent.[37]

Effect of Proposed Changes:

Section 12 (in part) amends s. 212.08(5)(v), F.S., to provide up to a $5,000 refund for sales tax paid on building materials used to construct an affordable housing unit funded through the FHFC.

The bill provides that building materials used in eligible residential units are exempt from sales tax under certain circumstances. The exemption takes the form of a post-construction refund to the owner, and may not exceed the lesser of $5,000 or 97.5 percent of the Florida sales or use tax paid on the cost of building materials per unit. A refund will not be granted unless it exceeds $500. This refund does not apply to affordable housing developments for which construction began prior to July 1, 2023.

In order to receive the refund, the owner of the applicable residential units must submit a review request to the Department of Revenue (DOR) within six months of the units' completion, including the following:

- The applicant's name and address;
- An address and parcel number of the improved real property;
- A description of the eligible residential units;
- A copy of the units' building permit;
- A sworn statement from the general contractor or owner specifying the building materials, their cost and sales tax; and
- A certification by the building code inspector that the unit is substantially completed.
- A copy of the LURA with the FHFC for the eligible units.

The exemption may also be claimed by a local government, agency, or nonprofit community-based organization if the building materials are paid for from the funds of a grant or loan program similar to SHIP. In this instance, the local government, agency, or organization would submit the same request as above.

The DOR may adopt rules to implement the directives of this section.

[34] Section 212.07(2), F.S.
[35] Section 212.055, F.S.
[36] Section 212.054(2)(a), F.S.
[37] Office of Economic and Demographic Research, *Florida Tax Handbook*, 227-228 (2021), *available at* http://edr.state.fl.us/Content/revenues/reports/tax-handbook/taxhandbook2021.pdf (last visited Dec. 06, 2021).

The DOR will additionally move 10 percent of the value of the refund from the Local Government Half-Cent Sales Tax Clearing Trust Fund to the General Revenue Fund in order to reflect the sales tax refund.

Present Situation:

"Live Local Program" - Tax Credit Program benefiting SAIL Program

The Florida Tax Credit Scholarship Program (FTC) was created in 2001[38] and allows taxpayers to make private, voluntary contributions to scholarship-funding organizations (SFOs) that can then be awarded as scholarships to eligible low-income students for private school tuition and fees. Taxpayers can receive a tax credit for use against their liability for corporate income tax, insurance premium tax, oil and gas production tax, use tax under a direct pay permit or alcoholic beverage taxes on beer, wine, and spirits.[39] The tax credit is equal to 100 percent of the eligible contributions made.[40] To receive a tax credit the taxpayer must submit an application to the DOR and specify each tax for which the taxpayer requests a credit and the applicable taxable or state fiscal year for the credit.[41] Taxpayers can rescind tax credits, which will become available to another eligible taxpayer in that fiscal year.[42]

Described below are select taxes imposed by Florida on certain businesses and products within the state.

- Corporate Income Tax: Florida imposes a 5.5 percent tax on the taxable income of certain corporations and financial institutions doing business in Florida.[43] Corporate income tax is remitted to the DOR and distributed to the General Revenue Fund.
- Insurance Premium Tax: Florida imposes a 1.75 percent tax on most Florida insurance premiums.[44] Insurance premium taxes are paid by insurance companies under ch. 624, F.S., and are remitted to the DOR. These revenues are distributed to the General Revenue Fund with additional distributions to the Insurance Regulatory Trust Fund, the Police & Firefighters Premium Tax Trust Fund, and the Emergency Management Preparedness & Assistance Trust Fund.

Effect of Proposed Changes:

Section 34 creates s. 420.50872, F.S., to establish the "Live Local Program," a tax credit program benefiting the SAIL program.

Under the Live Local Program, businesses that make monetary donations to the FHFC to fund the SAIL program may receive a dollar-for-dollar credit against either corporate income or

[38] Section 1002.395, F.S.
[39] Section 1002.395(1) and (5), F.S.
[40] Sections 220.1875 and 1002.395(5), F.S.
[41] Section 1002.395(5)(b), F.S.
[42] Section 1002.395(5)(e), F.S.
[43] Sections 220.11(2) and 220.63(2), F.S.
[44] Section 624.509, F.S. (Different tax rates apply to wet marine and transportation insurance, self-insurance, and annuity premiums.)

insurance premium taxes. New sections are created in each of the applicable tax chapters to create the credit. The annual tax credit cap for all credits under the program is $100 million.

The FHFC must expend all of the contributions received under the Live Local Program for the SAIL program. From the amount received, the FHFC may use up to $25 million to provide loans for the construction of large-scale projects of significant regional impact. These projects must include a substantial civic, educational, or health care component, and may incorporate commercial use.

Such a loan must be made in accordance with the practices and policies of the SAIL program, through a competitive application process, and must not exceed 25 percent of the development's total costs. The FHFC must find that such a loan provides a unique opportunity for investment alongside local government participation that enables the creation of a significant amount of affordable and workforce housing.

Application and Approval of Tax Credits by the DOR

Taxpayers that wish to participate in the program by making a donation to the initiative must apply to the DOR beginning October 1, 2023, for an allocation of tax credit. The taxpayer must specify in the application each tax for which the taxpayer requests a credit, the applicable taxable year for a credit under s. 220.1878 (regarding corporate income tax and created by **section 21**) or s. 624.51058, F.S. (regarding insurance premium taxes and created by **section 41**). The DOR is required to approve the tax credits on a first-come, first-served basis.

Any unused credit may be carried forward up to ten taxable years. The bill generally does not allow a taxpayer to convey, transfer, or assign the credit to another entity unless all of the assets of the taxpayer are conveyed, transferred, or assigned in the same transaction. Upon approval of the DOR, transfers may be made between members of an affiliated group of corporations if the credit transferred will be taken against the same type of tax. Credits earned under this program are to be accounted for in calculating the underpayment of estimated corporate income taxes, as well as associated penalties and interest.

A taxpayer may apply to the DOR to rescind all or part of an approved tax credit. The amount rescinded becomes available for that state fiscal year to another eligible taxpayer as approved by the DOR if the taxpayer receives notice that the rescindment has been accepted.

The bill allows the DOR and the FHFC to share information and develop a cooperative agreement to assist in the administration of the program, and the DOR is further authorized to adopt rules. Additionally, the bill requires the DOR, by August 15, 2023, and each year thereafter, to determine the 500 taxpayers with the greatest total corporate income or franchise tax liability and notify those taxpayers of the existence of the Live Local Program and the process to participate.

Section 13 amends s. 213.053, F.S., to direct the DOR to make available to the FHFC information for the purpose of administering the Live Local program.

Present Situation:

SAIL Developments for Those in Foster Care or Those Aging out of Foster Care

Current law provides that the FHFC may prioritize a portion of SAIL funding set aside for persons with special needs to provide funding for the development of newly constructed permanent rental housing *on a campus* that provides housing for persons in foster care or persons aging out of foster care.[45] This housing must promote and facilitate access to community-based supportive, educational, and employment services and resources that assist persons aging out of foster care to successfully transition to independent living and adulthood.

Effect of Proposed Changes:

Section 31 amends s. 420.5087(10), F.S., to remove the requirement that the prioritized developments for persons in foster care or aging out of foster care be "on a campus" that provides housing for such persons, in order to add flexibility to the types of developments the FHFC can fund.

Present Situation:

State Housing Initiatives Partnership (SHIP) Program

The SHIP Program was created in 1992[46] to provide funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The SHIP program provides funds to all 67 counties and 52 Community Development Block Grant[47] entitlement cities on a population-based formula to finance and preserve affordable housing based on locally adopted housing plans.[48] The program was designed to serve very-low, low-, and moderate-income families and is administered by the FHFC. SHIP funds may be used to pay for emergency repairs, rehabilitation, down payment and closing cost assistance, impact fees, construction and gap financing, mortgage buydowns, acquisition of property for affordable housing, matching dollars for federal housing grants and programs, and homeownership counseling.[49]

Funds are expended per each local government's adopted Local Housing Assistance Plan (LHAP), which details the housing strategies it will use.[50] Local governments submit their LHAPs to the FHFC for review to ensure that they meet the broad statutory guidelines and the requirements of the program rules. The FHFC must approve an LHAP before a local government may receive the SHIP funding.

[45] Section 420.5087(10), F.S.
[46] Chapter 92-317, Laws of Fla.
[47] The CDBG program is a federal program created in 1974 that provides funding for housing and community development activities.
[48] *See* ss. 420.907-420.9089, F.S.
[49] Section 420.072(7), F.S.
[50] Section 420.9075, F.S. Section 420.9075(3), F.S., outlines a list of strategies LHAPs are encouraged to employ, such as helping those affected by mobile home park closures, encouraging innovative housing design to reduce long-term housing costs, preserving assisted housing, and reducing homelessness.

Certain statutory requirements restrict a local government's use of funds made available under the SHIP program (excluding amounts set aside for administrative costs):

- At least 75 percent of SHIP funds must be reserved for construction, rehabilitation, or emergency repair of affordable, eligible housing;[51] and
- Up to 25 percent of SHIP funds may be reserved for allowed rental services.[52]

Within those distributions by local governments, additional requirements must be met:

- At least 65 percent of SHIP funds must be reserved for home ownership for eligible persons;[53]
- At least 20 percent of SHIP funds must serve persons with special needs;[54]
- Up to 20 percent of SHIP funds may be used for manufactured housing;[55] and
- At least 30 percent of SHIP funds must be used for awards to very-low-income persons or eligible sponsors serving very-low-income persons, and another 30 percent must be used for awards for low-income-persons or eligible sponsors serving low-income persons.[56]

Florida Housing Finance Corporation Homeownership Programs

The FHFC's primary function is administering a variety of programs to assist in the development and rehabilitation of affordable housing stock, provide low interest loans for first-time homebuyers, provide down payment assistance and reduce closing costs, and assist in the housing side of disaster recovery. The following programs focus primarily on aiding first-time homebuyers into stable homeownership by reducing mortgage payments and onerous one-time costs associated with purchasing a home.

Homebuyer Loan Programs

The FHFC's homebuyer loan programs offer 30-year fixed-rate first mortgage loans originated by a network of participating lenders throughout Florida. The programs are offered to eligible first time homebuyers[57] who meet income, purchase price and other program criteria; can qualify for a loan; and successfully complete a homebuyer education course.[58] Borrowers who qualify

[51] Section 420.9075(5)(c), F.S.
[52] Section 420.9075(5)(b), F.S. However, a local government may not expend money distributed to it to provide ongoing rent subsidies, except for: security and utility deposit assistance; eviction prevention not to exceed six months' rent; or a rent subsidy program for very-low-income households with at least one adult who is a person with special needs or is homeless, not to exceed 12 months' rental assistance.
[53] Section 420.9075(5)(a), F.S. "Eligible person" or "eligible household" means one or more natural persons or a family determined by the county or eligible municipality to be of very low income, low income, or moderate income based upon the annual gross income of the household.
[54] Section 420.9075(5)(d), F.S.
[55] Section 420.9075(5)(e), F.S.
[56] Section 420.9075(5)(g)2., F.S.
[57] The IRS definition of "first-time homebuyer," generally accepted by Florida agencies and corporations, is a person who has not owned and occupied their primary residence for the past three years. *See Homebuyer Overview*, FHFC, available at https://www.floridahousing.org/programs/homebuyer-overview-page (last visited December 15, 2021).
[58] FHFC funds homebuyer loans through various transaction types, including (a) the specified pool market, (2) tax-exempt bonds, and (3) forward delivery/To Be Announced (TBA) market.

for a first mortgage program may access one of the FHFC's down payment assistance (DPA) programs.[59]

Down Payment Assistance

The FHFC administers multiple DPA programs available to first time homebuyers utilizing a FHFC first mortgage loan product. DPA is typically offered as a low- or zero-rate loan, in the form of a second mortgage,[60] to secure funding for down payments, closing costs, mortgage insurance premiums, or principal reduction to the first mortgage.[61] FHFC DPA programs are funded from a mix of sources including documentary stamp tax revenue, special legislative appropriation, and FHFC program income, which is primarily returned loan money. The various programs differ in terms of eligibility, ranging up to 120 percent AMI, requirements, such as also having been approved for a first mortgage through the FHFC, and terms, some including forgivable loans.

Hometown Heroes Program

In 2022, pursuant to the 2022 General Appropriations Act,[62] the FHFC created the Hometown Heroes Program, a new homeownership assistance program.[63] Under the program, eligible purchasers have access to 0-interest rate loans to reduce the amount of down payment and closing costs from $10,000 to a maximum of 5 percent or $25,000, whichever is less. Loans must be repaid when the property is sold, refinanced, rented, or transferred unless otherwise approved by the FHFC.

Such loans are available to those first-time homebuyers seeking first mortgages whose family incomes do not exceed 150 percent of the state or local AMI, whichever is greater, and are employed in certain necessary professions such as law enforcement officers, educators, healthcare professionals, and active military or veterans (combining the previous Salute our Soldiers Program).[64] The requirement to be a first-time homebuyer does not apply to those qualifying as servicemembers or veterans.

The FHFC was appropriated $100 million in 2022 to establish the Hometown Heroes Program.[65] As of February 17, 2023, the program has provided over $58 million in assistance in 3,990 loans.

[59] *See* Florida Housing Finance Corporation, *2020 Annual Report*, p. 13, available at https://www.floridahousing.org/data-docs-reports/annual-reports (last visited November 30, 2021).
[60] A second mortgage is a subordinate mortgage made while the original is still in effect.
[61] Only one FHFC DPA program can be used by a borrower.
[62] HB 5001, specific appropriation 2289 (2022 Reg. Session).
[63] Florida Housing Finance Corporation, *Florida Hometown Heroes Housing Program*, available at https://www.floridahousing.org/programs/homebuyer-overview-page/hometown-heroes (last visited January 10, 2023).
[64] *See* Eligible Occupations for FL Hometown Heroes Loan Program, available at https://www.floridahousing.org/docs/default-source/programs/homebuyers/hometown-heroes/eligible-occupations.pdf?sfvrsn=238ff57b_6 (last visited February 4, 2023).
[65] Supra note 62.

Effect of Proposed Changes:

Section 35 creates s. 420.5096, F.S., to codify the Florida Hometown Heroes Program. The program created by the bill will operate as the current Hometown Heroes program with the following differences:

- Eligibility remains based on income being at or below 150 percent AMI and one's ability to qualify for a first mortgage, however the occupation qualifiers that currently apply to the Hometown Heroes program are omitted. A prospective borrower must be a Florida resident and employed full-time (35 hours or more per week) by a Florida-based employer.
- The maximum amount available per loan is raised from $25,000 to $35,000, while the cap of 5 percent of purchase price is maintained.
- The bill specifies that loans made under this program may be used for the purchase of manufactured homes, as defined by s. 320.01(2)(b), that were constructed after August 1, 1994, and are titled as either real or tangible personal property.

Present Situation:

Additional Provisions Related to the Florida Housing Finance Corporation

Legislative Budget Request

As SAIL funding can be used in several ways (for example new unit production, rehabilitation, and maintenance of affordable units), and is often utilized to draw down federal funding from tax credits and grant funds, the effects of SAIL funding are variable on a per-dollar basis. The amount of funding needed annually to maximize state and local funding toward the production of new affordable units is calculable by analyzing the various sources and matching state funding with federal funding.

The FHFC prepares and submits an annual legislative budget request to the Secretary of the DEO containing a request for operational expenditures and a separate request for other authorized corporation programs.[66]

Effect of Proposed Changes:

Section 29 amends s. 420.507(30), F.S., to require that the FHFC legislative budget requests include, for informational purposes, the amount of state funds necessary to fully utilize all federal housing funds in the fiscal year to maximize the production of new, affordable multifamily housing units.

Section 30 provides that this provision expires July 1, 2033, unless otherwise acted upon by the Legislature.

[66] Section 420.507(30), F.S.

Present Situation:

Qualified Contracts

Of the affordable housing financing options provided by the federal government, Low Income Housing Tax Credits (LIHTC)[67] are among the most commonly used. When a property is financed using LIHTC the federal government typically requires the property be utilized for affordable housing for at least 30 years.[68] This time period is divided into the first 15 years, the "initial compliance period," and the rest, an "extended use period."

After 14 years the owner of an affordable housing development may request that the FHFC seek a purchaser who will continue to operate the affordable portions of the development as affordable housing, what's referred to as the "qualified contract process." Many developments, particularly those who receive the most lucrative LIHTC, waive the right to enter this process, and must remain affordable housing for the duration of the agreed upon time. After a developer requests a qualified contract, if the FHFC is unable to present a buyer during the subsequent 1-year period the extended use period of the property as affordable housing will end, and the property can be utilized for market-rate housing.[69]

This "qualified contract process" relies on the FHFC marketing the property and returning to the owner with a "bona fide contract," showing that they have found a buyer in order to maintain the affordable housing requirement. The price for the affordable housing portion of the sale is set according to a formula designed to give the owner an inflation adjusted return on its original equity contribution.[70] The bona fide contract, as provided by administrative rule is:

> …a contract for sale signed by the purchaser, which states that acceptance of the contract is contingent upon approval by the Corporation, and must provide for an initial earnest money deposit (the initial deposit) from the purchaser in the minimum amount of $50,000 and obligate the purchaser to make a second earnest money deposit (the second deposit) (the initial and second deposits shall be refundable in the event of the seller's failure to deliver insurable title or in the event of seller's default, otherwise the deposits shall be non-refundable) equal to three (3) percent of the qualified contract price.[71]

If the FHFC is able to procure a purchaser and present the owner with such a bona fide contract within the one year period, regardless of whether the owner accepts, rejects, or fails to act upon the contract, the property will continue to be subject to its extended use agreement as affordable housing.[72] If the owner accepts the offer, the property will be sold to the purchaser. If the owner

[67] Low Income Housing Tax Credits are provided by the federal government to rental housing developers in exchange for a commitment to provide affordable rents and are usually sold to investors to raise project equity. The LIHTC program is governed by the U.S. Department of Treasury and Florida's allocation is administered by Florida Housing. Under the LIHTC program, successful applicants are provided with a dollar-for-dollar reduction in federal tax liability in exchange for the development or rehabilitation of units to be occupied by very low- and low-income households.
[68] Internal Revenue Code Section 42(h)(6)(A).
[69] Internal Revenue Code Section 42(h)(6)(E)(i)(II).
[70] Internal Revenue Code Section 42(h)(6)(F).
[71] Fla. Admin. Code R. 67-48.031.
[72] Fla. Admin. Code R. 67-48.031(11).

rejects the offer or fails to act upon the offer, the owner will continue to be subject to the extended use agreement and cannot submit another qualified contract request for the development.

In 2022, the Legislature codified certain definitions and procedures related to the qualified contract process. In doing so, the moment when a bona fide contract becomes a qualified contract shifted from when the purchaser makes the first deposit to when the second earnest money deposit is made.[73] However, under the scenario where the seller refuses to sell after being presented a bona fide offer the second deposit will never be made, making this definition unworkable.

Effect of Proposed Changes:

Section 27 amends s. 420.503(36), F.S., to provide that the FHFC shall deem a bona fide contract to be a qualified contract at the time the bona fide contract is presented to the owner and the initial earnest money deposit is deposited in escrow, as opposed to when the second deposit is made.

Present Situation:

Florida Housing Finance Corporation Structure and Board of Directors

The FHFC is a public corporation created within the DEO as a separate budget entity not subject to control, supervision, or direction by the DEO.[74] The FHFC consists of a board of directors composed of the Secretary of the DEO as an ex officio and voting member, or a senior-level agency employee designated by the secretary, and eight members appointed by the Governor subject to confirmation by the Senate from the following:

(a) One citizen actively engaged in the residential home building industry.
(b) One citizen actively engaged in the banking or mortgage banking industry.
(c) One citizen who is a representative of those areas of labor engaged in home building.
(d) One citizen with experience in housing development who is an advocate for low-income persons.
(e) One citizen actively engaged in the commercial building industry.
(f) One citizen who is a former local government elected official.
(g) Two citizens of the state who are not principally employed as members or representatives of any of the groups specified in paragraphs (a)-(f).[75]

Members are appointed for four-year terms and vacancies are filled for the unexpired term.[76] The Governor may suspend a member for cause, including failure to attend 3 meetings in a 12-month period, and suspended members are subject to removal or reinstatement by the Senate.[77] Members receive no compensation for services, are entitled to necessary expenses, and must file full and public disclosure of financial interests.[78]

[73] Chapter 2022-194, s. 1, Laws of Fla.
[74] Section 420.504, F.S.
[75] Section 420.504(3), F.S.
[76] Section 420.504(4), F.S.
[77] *Id.*
[78] Section 420.504(6), (7), F.S.

Effect of Proposed Changes:

Section 28 amends s. 420.504, F.S., to provide that the board will include two additional members, one appointed by the President of the Senate and one appointed by the Speaker of the House of Representatives. Additionally, vacancies shall be filled by the party who made the original member's appointment.

Present Situation:

State Housing Strategy Act

The State Housing Strategy Act, located in Part I, of ch. 420, F.S., was created by the Legislature in 1992 to guarantee adequate affordable housing for Florida residents.[79] The State Housing Strategy posits the goal of assuring that by the year 2010 each Floridian shall have decent and affordable housing. "Policies," guidelines for state agencies and programs to follow, are divided into sections: housing need, public-private partnerships, preservation of housing stock, public housing, and housing production or rehabilitation programs. This forward-looking and optimistic set of ideas and strategies has not been amended in 30 years.

The State Housing Strategy Act also includes certain provisions implementing state programs in the pursuit of goals outlined. For example, the DEO and the FHFC annually coordinate with the Shimberg Center for Housing Studies at the University of Florida[80] to develop and maintain statewide data on affordable housing needs for specific populations.[81] These studies are then used to review and evaluate existing affordable housing accommodations to ensure that they are consistent with current need assessments and to recommend any improvements or plan modifications.[82]

Effect of Proposed Changes:

Section 26 amends s. 420.003, F.S., to substantially revise and reword the State Housing Strategy, maintaining the goal of assuring that each Floridian has safe, decent, and affordable housing. The bill retains strategies requiring local buy-in to state-funded developments, interlocal coordination, and cost-effective public-private partnerships, while adding language emphasizing the need to avoid sprawl to minimize separation of housing and employment as well as ecological impact.

The State Housing Strategy is separated into the following three categories.

Legislative Intent

This section states that it is the intent of the act to articulate a strategy to carry the state toward assuring that each Floridian has safe, decent, and affordable housing. The strategy must involve

[79] Section 420.0003, F.S.
[80] The Shimberg Center for Housing Studies was established at the University of Florida in 1988 to "facilitate safe, decent and affordable housing throughout the state of Florida" and was named after Jim Shimberg Sr., a Tampa homebuilder dedicated to affordable housing. The Center's Florida Housing Data Clearinghouse provides public information on Florida housing needs, programs and demographics. For more information visit: http://www.shimberg.ufl.edu/aboutUs2.html (last visited on Feb. 19, 2023).
[81] Section 420.0003(4)(c), F.S.
[82] *Id.*

state and local governments working in partnership with communities and the private sector, and must encompass both financial and regulatory commitment.

Policies

- *Housing Production and Rehabilitation Programs*, which enumerates state programs; emphasizes the need to leverage state funds efficiently; and highlights innovative solutions such as utilizing publically held land, community-led planning such as urban infill; maximizing efficiency through promotion of high-density and mixed-use developments; and modern housing concepts such as manufactured or 3D-printed homes.
- *Public Private Partnerships*, which emphasizes the need for cost effective, data driven cooperative efforts.
- *Preservation of Housing Stock*, which calls for the preservation of existing stock through rehabilitation programs and neighborhood revitalization efforts.
- *Unique Housing Needs*, which covers the wide range of need for safe, decent, and affordable housing among the various groups of citizens most in need, including those with disabilities and the elderly.

Implementation

This section, largely maintained from the original State Housing Strategy, incorporates the FHFC and the Shimberg Center for Housing Studies into the state housing strategy. Further, the bill adds a series of studies required to be conducted by OPPAGA. The reports will be conducted on a rotating basis and include studying:

- Innovative affordable housing strategies implemented by other states, their effectiveness, and the potential for implementation in Florida;
- Affordable housing policies enacted by local governments, including interlocal cooperation; and
- Existing state-level housing rehabilitation, production, preservation, and finance programs to determine their consistency with the goals of the state housing strategy, and recommendations for improved program linkages.

Present Situation:

State-Owned Lands

Land Use Plans

All lands held by the Board of Trustees of the Internal Improvement Trust Fund[83] (board) are required to be held in trust for the use and benefit of the people of the state.[84] Each manager of nonconservation lands[85] is required to submit to the division a land use plan at least every 10 years in a form and manner prescribed by rule by the board.[86] All land use plans, whether for single-use or multiple-use properties, must include an analysis of the property to determine the

[83] Consisting of the Governor, as the chair, the Chief Financial Officer, the Attorney General, and the Commissioner of Agriculture. FLA. CONST. art. IV, s. 4.
[84] Section 253.001, F.S.
[85] "Conservation lands" include those held for conservation, recreation, historic preservation, and other uses. Section 253.034(2)(c), F.S. All other lands held by the state, such as those used for government functions, are nonconservation lands.
[86] Section 253.034(5), F.S.

potential use of private land managers to facilitate the restoration or management of these lands.[87]

Effect of Proposed Changes:

Section 23 amends s. 253.034(5), F.S., to provide that a land use plan submitted for nonconservation lands must include an analysis of whether such lands would be more appropriately transferred to a local government for affordable housing related purposes.

Present Situation:

Surplus Lands

The board determines which lands it holds title to may be surplused.[88] Conservation lands may only be surplused if the board, by an affirmative vote of at least two-thirds, determines that the lands are no longer needed for conservation purposes.[89] The board may dispose of all other lands if the board, by an affirmative vote of at least three members, determines whether the lands are no longer needed.[90]

If the board determines that nonconservation lands are no longer needed, it made dispose of such surplus lands by vote.[91] Requests for surplusing lands may be made by any public or private entity or person.[92] County or local government requests for surplus lands through purchase or exchange are expedited throughout the surplusing process.[93] The board is required to consider such requests within 90 days of the board's receipt of the request.[94] Surplus lands conveyed to a local government for affordable housing must be disposed of by the local government pursuant to s. 125.379, F.S., or s. 166.0451, F.S., discussed in further detail below.

Effect of Proposed Changes:

Section 24 amends s. 253.0341(1), F.S., to clarify that local government requests for surplus lands are expedited throughout the process regardless of the means of transfer, to include donation.

Present Situation:

Job Growth Grant Fund

The Florida Job Growth Grant Fund, created by the legislature in 2017, is an economic development program within the DEO designed to promote public infrastructure and workforce training across the state.[95] Eligible projects include state or local public infrastructure projects to promote economic recovery, rehabilitation of the Herbert Hoover Dike, and workforce training

[87] *Id*.
[88] Section 253.0341, F.S.
[89] FLA. CONST. art. X, s. 18.
[90] Section 253.0341, F.S.
[91] Section 253.0341(1), F.S.
[92] Section 253.0341(11), F.S.
[93] Section 253.0341(1), F.S.
[94] Section 253.0341(10), F.S.
[95] Section 288.101, F.S.

grants that support college and technical center workforce skills programs. Proposals are reviewed by the DEO, the Department of Transportation, and Enterprise Florida, Inc., and chosen by the Governor to meet the demand for workforce or infrastructure needs in the community they are awarded to.[96] Contracts for projects approved by the Governor and funded pursuant to this program must be administered by the DEO.[97]

Effect of Proposed Changes:

Section 25 amends s. 288.101(2), F.S., to provide that public infrastructure projects that support affordable housing are an authorized use of Job Growth Grant Fund funding. This provision sunsets 2033.

Present Situation:

Community Contribution Tax Credit Program

In 1980, the Legislature established the Community Contribution Tax Credit Program (CCTCP) to encourage private sector participation in community revitalization and housing projects.[98] Broadly, the CCTCP offers tax credits to businesses or persons ("taxpayers") anywhere in Florida that contribute[99] to certain projects undertaken by approved CCTCP sponsors.[100] Eligible projects include activities undertaken by an eligible sponsor that are designed to accomplish one of the following purposes:

- To construct, improve, or substantially rehabilitate housing that is affordable to low-income households or very-low-income households as those terms are defined in s. 420.9071;
- To provide commercial, industrial, or public resources and facilities; or
- To improve entrepreneurial and job-development opportunities for low-income persons.[101]

The DEO administers the CCTCP, and its responsibilities include reviewing sponsor project proposals and tax credit applications, periodically monitoring projects, and marketing the CCTCP in consultation with the FHFC and other statewide and regional housing and financial intermediaries.[102] Once approved by the DEO, the taxpayer must claim the community contribution tax credit from the DOR.

The credit is calculated as 50 percent of the taxpayer's annual contribution, but a taxpayer may not receive more than $200,000 in credits in any one year.[103] The taxpayer may use the credit against corporate income tax, insurance premiums tax, or as a refund against sales tax.[104] Unused

[96] Section 288.101(2), F.S.
[97] Section 288.101(4), F.S.
[98] Chapter 80-249, Laws of Fla. The CCTCP is one of the state incentives available under the Florida Enterprise Zone Act, which was partially repealed on December 31, 2015.
[99] Sections 212.08(5)(p)2.a., 220.183(2)(a), and 624.5105(5)(a), F.S., require community contributions to be in the form of cash or other liquid assets, real property, goods or inventory, or other physical resources.
[100] Sections 212.08(5)(p); 220.183; and 624.5105, F.S.
[101] Sections 212.08(5)(p)2.b.; 220.183(2)(d); 624.5105(2)(b); and 220.03(1)(t), F.S.
[102] Sections 212.08(5)(p)4.; 220.183(4); and 624.5105(4), F.S.
[103] Sections 212.08(5)(p)1.; 220.183 (1)(a) and (b); and 624.5105(1), F.S.
[104] Sections 212.08(5)(p); 220.183; and 624.5105, F.S.

credits against corporate income taxes and insurance premium taxes may be carried forward for five years.[105] Unused credits against sales taxes may be carried forward for three years.[106]

The DOR may approve $14.5 million in annual funding for projects that provide homeownership opportunities for low-income and very-low-income households or housing opportunities for persons with special needs and $4.5 million for all other projects. "Persons with special needs" is defined in current statute to include adults requiring independent living services, young adults formerly in foster care, survivors of domestic violence, and people receiving Social Security Disability Insurance, Supplemental Security Income, or veterans' disability benefits.[107]
The Legislature extended the CCTCP in 1984, 1994, 2005, 2014, and 2015,[108] and made the program permanent in 2017.[109] It has also amended the annual tax credit allocation of the CCTCP on numerous occasions.[110] Each time the allocation has been increased, the number of projects has increased to match the larger allocation.

Effect of Proposed Changes:

Sections 12 and 19 amend ss. 212.08 and 220.183, F.S., respectively, to provide that for the 2023-2024 fiscal year $25 million, rather than $14.5 million, is the total amount of tax credits which may be granted for projects that provide homeownership opportunities for low- and very-low income households or housing opportunities for persons with special needs.

Present Situation:

Local Governments and Affordable Housing Development

Consistency with Comprehensive Plans

All development, both public and private, and all development orders[111] approved by local governments must be consistent with the local government's comprehensive plan.[112] The Growth Management Act requires every city and county to create and implement a comprehensive plan to guide future development.[113] A comprehensive plan is intended to provide for the future use of land, which contemplates a gradual and ordered growth, and establishes a long-range maximum limit on the possible intensity of land use.

A locality's comprehensive plan lays out the locations for future public facilities, including roads, water and sewer facilities, neighborhoods, parks, schools, and commercial and industrial developments. A comprehensive plan is made up of 10 required elements, each laying out

[105] Sections 220.183(1)(e) and (g); and 624.5105, F.S.
[106] Sections 212.08(5)(p)1.b. and f., F.S.
[107] Section 420.0004(13), F.S.
[108] Chapters 84-356, 94-136, 2005-282, 2014-38, and 2015-221, Laws of Fla.
[109] Chapter 2017-36, Laws of Fla.
[110] Chapters 94-136, 98-219, 99-265, 2005-282, 2006-78, 2008-153, 2015-221, and 2017-36, Laws of Fla.
[111] "Development order" means any order granting, denying, or granting with conditions an application for a development permit. See s. 163.3164(15), F.S. "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land. See s. 163.3164(16), F.S.
[112] Section 163.3194(3), F.S
[113] Section 163.3167(2), F.S.

regulations for a different facet of development.[114] Most relevant among them as it pertains to the bill are the Future Land Use Element and the Housing Element.

- The Future Land Use Element designates proposed future general distribution, location, and extent of the uses of land. Specified use designations include those for residential, commercial, industry, agriculture, recreation, conservation, education, and public facilities.[115] The approximate acreage and the general range of density or intensity of use must be provided for each land use category.[116]
- The Housing Element sets forth guidelines and strategies for the creation and preservation of affordable housing for all current and anticipated future residents of the jurisdiction, elimination of substandard housing conditions, provision of adequate sites for future housing, and distribution of housing for a range of incomes and types.[117]

A comprehensive plan is implemented through the adoption of land development regulations[118] that are consistent with the plan, and which contain specific and detailed provisions necessary to implement the plan.[119] Such regulations must, among other prescriptions, regulate the subdivision of land and the use of land for the land use categories in the land use element of the comprehensive plan.[120] Substantially affected persons have the right to maintain administrative actions which assure that land development regulations implement and are consistent with the comprehensive plan.[121]

Development that does not conform to the comprehensive plan may not be approved by a local government unless the local government amends its comprehensive plan first. State law requires a proposed comprehensive plan amendment to receive two public hearings, the first held by the local planning board, and subsequently by the governing board.[122] Following the hearings they must transmit the plan to several statutorily identified reviewing agencies, including the DEO for review.[123] Most plan amendments are placed into the Expedited State Review Process, while plan amendments relating to large-scale developments are placed into the State Coordinated Review Process.[124]

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[114] Section 163.3177(6), F.S. The 10 required elements include capital improvements; future land use plan; transportation; general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge; conservation; recreation and open space; housing; coastal management; intergovernmental coordination; and property rights. Throughout statutes exist plans and programs that may be added as optional elements.
[115] Section 163.3177(6)(a), F.S.
[116] Section 163.3177(6)(a), F.S.
[117] Section 163.3177(6)(f), F.S.
[118] "Land development regulations" means ordinances enacted by governing bodies for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land, except that this definition does not apply in s. 163.3213. See s. 163.3164(26), F.S.
[119] Section 163.3202, F.S.
[120] *Id.*
[121] Section 163.3213, F.S.
[122] Sections 163.3174(4)(a) and 163.3184, F.S.
[123] Section 163.3184, F.S.
[124] *See* ss. 163.3184 and 380.06, F.S. In the Expedited State Review Process, DEO reviews and approves or amends the proposed comprehensive plan amendment. This process can take 4 to 6 months. The State Coordinated Review Process is a more thorough, complex, multi-phase process. For more information, *see* Florida Department of Economic Opportunity, *Amendments that Must Follow the State Coordinated Review Process; Procedures and Timeframes*, available at

Zoning Regulations

A comprehensive plan's Future Land Use Element establishes a range of allowable uses and densities and intensities over large areas, and the specific use and intensities for specific parcels within that range are decided by a more detailed, implementing zoning map.[125]

Zoning maps and zoning districts are adopted by a local government for developments within each land use category or sub-category. While land uses are general in nature, one or more zoning districts may apply within each land use designation.[126] Common regulations within the zoning map districts include density,[127] height and bulk of buildings, setbacks, and parking requirements.[128] Regulations for a zoning category in a downtown area may allow for more density and height than allowed in a suburb, for instance.

If a developer or landowner believes that a proposed development may have merit but it does not meet the requirements of a zoning map in a jurisdiction, the developer or landowner can seek a rezoning through a rezoning application which is reviewed by the local government and voted on by the governing body.[129] If a property has unique circumstances or small nonconformities but otherwise meets zoning regulations, local governments may ease restrictions on certain regulations such as building size or setback through an application for a variance.[130] However, any action to rezone or grant a variance must be consistent with the local government's comprehensive plan.

Ordinances or resolutions that change the actual list of permitted, conditional, or prohibited uses within a zoning category or ordinances or resolutions initiated by the local government that change the actual zoning map designation of a parcel or parcels of land must follow additional enhanced notice requirements.[131]

- If the area affected is less than 10 acres, the local government is required to notify by mail each property owner and hold a public meeting to discuss the ordinance or resolution before passage.[132]

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https://floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/amendments-that-must-follow-the-state-coordinated-review-process-procedures-and-timeframes (last visited Dec. 27, 2022).

[125] Richard Grosso, A Guide to Development Order "Consistency" Challenges Under Florida Statutes Section 163.3215, 34 J. Envtl. L. & Litig. 129, 154 (2019) citing Brevard Cty. v. Snyder, 627 So. 2d 469, 475 (Fla. 1993).

[126] Indian River County, General Zoning Questions, available at https://www.ircgov.com/communitydevelopment/planning/FAQ.htm#zoning1 (last visited Jan. 20, 2023)

[127] "Density" means an objective measurement of the number of people or residential units allowed per unit of land, such as residents or employees per acre. See s. 163.3164(12), F.S.

[128] Supra note 126.

[129] City of Tallahassee, Application For Rezoning Review, available at https://www.talgov.com/Uploads/Public/Documents/place/zoning/cityrezinfsh.pdf (last visited Jan. 20, 2023)

[130] City of Tallahassee, Variance and Appeals, available at https://www.talgov.com/Uploads/Public/Documents/growth/forms/boaa_variance.pdf (last visited Jan. 20, 2023) and Seminole County, Variance Processes available at https://www.seminolecountyfl.gov/departments-services/development-services/planning-development/boards/board-of-adjustment/variance-process-requirements.stml (last visited Jan. 20, 2023)

[131] *See* sections 125.66(4) and 166.041(3), F.S.

[132] *Id.*

- If the area affected is 10 acres or greater the local government must hold two separate meetings at which to discuss the changes, and notice the public through either mail to each property owner or to the public generally by newspaper.[133]

Effect of Proposed Changes:

Section 3, in part, amends s. 125.01055, F.S., to preempt counties on zoning, density, and height for certain multi-family rental developments in commercial and mixed-use areas. Specifically, a county must authorize multifamily and mixed-use residential[134] as allowable uses in any area zoned for commercial or mixed-use if at least 40 percent of the units will be affordable for at least 30 years and serve incomes up to 120% AMI. A county may not require a zoning, land use change, or a comprehensive plan amendment for the building height, zoning, and densities authorized in this bill.

A county may not restrict the density of such development below the highest allowed density on any unincorporated land in the county where residential development is allowed. Additionally, a county may not restrict the height of such development below the highest allowed height for a commercial or residential development in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.

An application for such development must be administratively approved and no further action is required from the board of county commissioners if the development satisfies the county's land development regulations for multifamily in areas zoned for such use and is otherwise consistent with the jurisdiction's comprehensive plan. A county must consider reducing parking requirements for these developments if they are located within one-half mile of a major transit stop.

These provisions expire on October 1, 2033.

The bill also makes a technical change, correcting an internal cross-reference in subsection (5).

Section 5 amends s. 166.04151, F.S., to make identical changes in section 3, as applied to municipalities.

Present Situation:

Expedited Development Projects for Affordable Housing

In 2019, the Legislature enacted a provision to authorize counties and municipalities to approve the development of housing that is affordable on any parcel zoned for residential, commercial, or industrial use, regardless of any state or local law or regulation that would otherwise preclude such development.[135] At least 10 percent of the units in a project on a commercial or industrial parcel must be affordable and the developer of the project must agree to not seek funding from the FHFC's SAIL program.[136]

[133] *Id.*
[134] At least 65 percent of the total square footage must be used for residential purposes.
[135] Sections 125.01055(6) and 166.04151(6), F.S.
[136] *Id.*

This provision allows local governments to expedite the development of affordable housing by allowing locals to bypass state law and their comprehensive plans and zoning regulations that would otherwise preclude or delay such development.

Effect of Proposed Changes:

Section 3, in part, amends s. 125.01055(6), F.S., to remove a county's ability to approve affordable housing on *residential* parcels by bypassing state and local laws that may otherwise preclude such development. The bill also removes the SAIL restriction to allow SAIL developments to utilize this expedited approval process on commercial and industrial parcels.

Section 5 amends s. 166.04151, F.S., to make identical changes in section 3, as applied to municipalities.

Present Situation:

Local Government-owned Property

Since 2006 counties and cities have been required to prepare an inventory of publically owned real property that would be appropriate for use as affordable housing, and update the inventory every three years.[137] The list must include the address and legal description of each such real property, specifying whether it is vacant or improved. The list must be reviewed and adopted by resolution at public hearing.

Properties identified as appropriate for use as affordable housing may be:
- Sold and the proceeds used to purchase land for the development of affordable housing;
- Sold with a restriction that requires the development of permanent affordable housing on the land;
- Donated to a nonprofit housing organization for the construction of permanent affordable housing; or
- Be otherwise made available for the use for the production and preservation of permanent affordable housing.[138]

Effect of Proposed Changes:

Sections 4 and 7 amend ss. 125.379 and 166.0451, F.S., respectively, to provide that counties and cities must produce their real property inventory lists referenced above by October 1, 2023, and every three years thereafter, and make such list available on the county or city website. Counties and cities must also include real property owned by dependent special districts within their boundaries.

The bill further adds that acceptable uses of property identified as appropriate for affordable housing include utilization through a long-term land lease requiring the development and maintenance of affordable housing.

[137] Sections 125.379 and 166.0451, F.S.
[138] *Id.*

The bill includes certain best practices counties and cities are encouraged to adopt in creating surplus land programs, including:

- Establishing eligibility criteria for the receipt or purchase of surplus land by developers;
- Making the process for requesting surplus lands publicly available; and
- Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would otherwise be sold or offered at market rate.

Additionally, **Section 36** amends s. 420.531, F.S., to expressly authorize the FHFC to contract with the Florida Housing Coalition, Florida's provider for statewide training and technical assistance funded by the Catalyst Program,[139] to provide assistance to local governments related to surplus lands programs and executing contracts related to bidding for affordable housing projects and land-lease developments.

Present Situation:

Expedited Building Permits

It is the intent of the Legislature that local governments have the power to inspect all buildings, structures, and facilities within their jurisdiction in protection of the public's health, safety, and welfare.[140]

Every local government must enforce the Florida Building Code and issue building permits.[141] It is unlawful for a person, firm, or corporation to construct, erect, alter, repair, secure, or demolish any building without first obtaining a permit from the local government enforcing agency or from such persons as may, by resolution or regulation, be directed to issue such permit, upon the payment of reasonable fees as set forth in a schedule of fees adopted by the enforcing agency.[142]

Any construction work that requires a building permit also requires plans and inspections to ensure the work complies with the building code. The building code requires certain building, electrical, plumbing, mechanical, and gas inspections.[143] Construction work may not be done beyond a certain point until it passes an inspection.

Current law provides a set of deadlines for ordinary processing of a building permit, chief among them that a local government must approve, approve with conditions, or deny an application for a building permit within 120 days following receipt of a completed application.[144] Various laws require or encourage local governments to further expedite the permitting process in certain situations, including for those developments utilizing SAIL funding.[145] These statutes largely leave the nature of such expediting to the local governments, resulting in varied experiences throughout the state.

[139] Section 420.531, F.S.
[140] Section 553.72, F.S.
[141] Sections 125.01(1)(bb), 125.56(1), and 553.80(1), F.S.
[142] Sections 125.56(4)(a), 553.79(1), F.S.
[143] Section 110 Seventh edition of the Florida Building Code (Building).
[144] Section 553.792(1)(a), F.S.
[145] *See* sections 403.973(3), 420.5087(6)(c)8., and 553.80(6)(b)1., F.S.

Effect of Proposed Changes:

Section 38 amends s. 553.792, F.S., to require that a local government maintain on its website a policy containing procedures and expectations for expedited processing of those building permits and development orders required by law to be expedited.

Present Situation:

Rent Control

Counties and municipalities are permitted to pass rent control ordinances under strict circumstances.[146] Florida law provides that local governments may not impose price controls on rent unless the entity finds that such a price control would "eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public."[147] The measure enacting rent control, in addition to normal requirements for passing an ordinance, must expire in one year and must be approved by the voters in the locality.[148]

Effect of Proposed Changes:

Sections 2 and 6 amend ss. 125.0103 and 166.043, F.S., respectively, to preempt local governments from enacting ordinances controlling the price of rent under any circumstances.

Present Situation:

Keys Workforce Housing Initiative

The Florida Keys Area Protection Act[149] provides, in part, that comprehensive plan amendments within the covered area, which includes the majority of Monroe County, must comply with "goals, objectives and policies to protect public safety and welfare in the event of a natural disaster by maintaining a hurricane evacuation clearance time for permanent residents of no more than 24 hours."[150] Monroe County, applicable municipalities, and the DEO have agreed to use a multi-phase evacuation model and limit residential building permits going forward in order to comply with these standards.[151]

In response to need for affordable housing, the DEO developed, and the Administration Commission approved in 2018, the Keys Workforce Housing Initiative ("Initiative"), which provided for up to 1,300 building permit allocations for deed restricted affordable housing properties agreeing to evacuate at least 48 hours in advance of a hurricane landfall.[152]

[146] Sections 125.0103 and 166.043, F.S.
[147] *Id.*
[148] *Id.*
[149] Section 380.0552, F.S.
[150] *Id.* at (9)(e)2.
[151] *See Mattino v. City of Marathon*, 345 So.3d 939 (Fla. 3d DCA 2022), for detailed background on this section.
[152] These residents would be part of the first evacuation phase, which under most circumstances evacuates in the 48 to 24 hour window before a hurricane. Florida Administration Commission, Exhibit b, Supporting Documentation for Agenda Item 2., Presentation of the Department of Economic Opportunity's Keys Workforce Housing Initiative, *available at* https://www.myflorida.com/myflorida/cabinet/adcom/supportingdocs/20180613/item3b.pdf (last visited Feb. 24, 2023).

In 2022, the Florida Third District Court of Appeal found that the Initiative's conditional approval of those residential building permits did not successfully remove those residents from consideration of the 24-hour evacuation time constraint, and found the comprehensive plan amendments in certain jurisdictions that would have enabled development under the Initiative not in compliance with state law.[153]

Effect of Proposed Changes:

Section 42 provides through chapter law that the Initiative is considered an exception to the evacuation time constraints of s. 380.0552(9)(a)2., F.S., by requiring that workforce housing properties receiving permits through the program agree to evacuate at least 48 hours in advance of hurricane landfall. The section provides that a comprehensive plan amendment approved by the Department of Economic Opportunity to implement the initiative is valid, and local governments may adopt ordinances and regulations to implement such a plan amendment.

Present Situation:

Ad Valorem Taxation

The ad valorem tax or "property tax" is an annual tax levied by counties, municipalities, school districts, and some special districts. The tax is based on the taxable value of property as of January 1 of each year.[154] The property appraiser annually determines the "just value"[155] of property within the taxing jurisdiction and then applies relevant exclusions, assessment limitations, and exemptions to determine the property's "taxable value."[156] Tax bills are mailed in November of each year based on the previous January 1 valuation, and payment is due by March 31 of the following year.

The Florida Constitution prohibits the state from levying ad valorem taxes,[157] and it limits the Legislature's authority to provide for property valuations at less than just value, unless expressly authorized.[158]

The just valuation standard generally requires the property appraiser to consider the highest and best use of property;[159] however, the Florida Constitution authorizes certain types of property to be valued based on their current use (classified use assessments), which often results in lower assessments. Properties that receive classified use treatment in Florida include agricultural land,

[153] *Id*. at 943-46.
[154] Both real property and tangible personal property are subject to tax. Section 192.001(12), F.S., defines "real property" as land, buildings, fixtures, and all other improvements to land. Section 192.001(11)(d), F.S., defines "tangible personal property" as all goods, chattels, and other articles of value capable of manual possession and whose chief value is intrinsic to the article itself.
[155] Property must be valued at "just value" for purposes of property taxation, unless the Florida Constitution provides otherwise. FLA. CONST. art VII, s. 4. Just value has been interpreted by the courts to mean the fair market value that a willing buyer would pay a willing seller for the property in an arm's-length transaction. *See Walter v. Shuler,* 176 So. 2d 81 (Fla. 1965); *Deltona Corp. v. Bailey*, 336 So. 2d 1163 (Fla. 1976); *Southern Bell Tel. & Tel. Co. v. Dade County,* 275 So. 2d 4 (Fla. 1973).
[156] *See* s. 192.001(2) and (16), F.S.
[157] FLA. CONST. art. VII, s. 1(a).
[158] *See* FLA. CONST. art. VII, s. 4.
[159] Section 193.011(2), F.S.

land producing high water recharge to Florida's aquifers, and land used exclusively for noncommercial recreational purposes;[160] land used for conservation purposes;[161] historic properties when authorized by the county or municipality;[162] and certain working waterfront property.[163]

Ad Valorem Exemption for Literary, Scientific, Religious, or Charitable Organizations

The Florida Constitution allows the Legislature to exempt from ad valorem taxation portions of property that are used predominantly for educational, literary, scientific, religious or charitable purposes.[164] The Legislature has implemented these exemptions and set forth criteria to determine whether property is entitled to an exemption.[165]

To determine whether a property's use qualifies for an education, literary, scientific, religious, or charitable exemption, the property appraiser must consider the nature and extent of the qualifying activity compared to other activities or other uses of the property.[166]

Incidental use of property for an exempt purpose will not qualify the property for an exemption nor will the incidental use of the property for a non-exempt purpose impair an exemption.[167, 168]

Property claimed as exempt which is used for profitmaking purposes is not exempt and is subject to ad valorem taxation; however, the Legislature has allowed certain property to remain exempt even when used for profitmaking purposes when the use of the property does not require a business or occupational license and the revenue derived from the profitmaking activity is used wholly for exempt purposes.[169]

Ad Valorem Exemption for Charitable Purposes and Affordable Housing

In 1999, the Legislature authorized a charitable use property tax exemption for property owned by a nonprofit corporation that provides affordable housing.[170, 171] The exemption is limited to only those portions of the property that house persons or families whose income does not exceed

[160] FLA. CONST. art. VII, s. 4(a).
[161] FLA. CONST. art. VII, s. 4(b).
[162] FLA. CONST. art. VII, s. 4(e).
[163] FLA. CONST. art. VII, s. 4(j).
[164] FLA. CONST. art. VII, s. 3(a).
[165] Section 196.196, F.S.
[166] Section 196.196(1), F.S.
[167] Section 196.196(2), F.S.
[168] *Underhill v. Edwards*, 400 So.2d 129, 132 (Fla. 5th DCA 1981). The district court found that trustees of a private not-for profit hospital were not entitled to an exemption on the new wing's first floor, which was used for a private purpose and not for a charitable purpose or other exempt purpose, despite the fact that the portion of the hospital used for a non-exempt purpose represented only a very small percentage of the otherwise exempt property; see also *Central Baptist Church of Miami, Florida Incorporated v. Dade County, Florida, et. al.*, 216 So.2d 4, 6 (Fla 1968). The Supreme Court found that "limited part time rental of a portion of the church lot for commercial parking on weekday business hours is reasonably incidental to the primary use of the church property as a whole for church or religious purposes and is not a sufficiently divergent commercial use that eliminates the exemption as to the commercial parking lot portion of the property."
[169] See section 196.196(4), F.S.
[170] Chapter 99-378, s. 15, Laws of Fla. (creating s. 196.1978, F.S, effective July 1, 1999).
[171] The not-for-profit corporation must qualify as charitable under s. 501(c)(3) of the Internal Revenue Code and other federal regulations. See 26 U.S.C. § 501(c)(3) ("charitable purposes" include relief of the poor, the distressed or the underprivileged, the advancement of religion, and lessening the burdens of government).

120 percent of the median income of the state, the metropolitan area, or the county where the person lives, whichever is greater.

In 2017, the Legislature authorized a charitable use property tax discount for property with an agreement with the FHFC where more than 70 of the units provide affordable housing. The discount is limited to only those portions of the property that house persons or families whose income does not exceed 80 percent of the median income of the state, the metropolitan area, or the county where the person lives, whichever is greater. The tax discount amounted to 50 percent of the taxable value of eligible units and was applicable to taxes assessed after the 15th completed year of an agreement with the FHFC.[172] In 2021, the Legislature increased the 50 percent discount to a full exemption.[173]

Effect of Proposed Changes:

The bill includes three new property tax exemptions:

Nonprofit Land Lease Exemption

Section 8, in part, amends s. 196.1978(1), F.S., to provide that land owned entirely by a nonprofit entity which is leased for at least 99 years for the purpose of and is in fact used for providing affordable housing for extremely-low-, very-low-, low-, or moderate-income persons or families is exempt from ad valorem taxation.

In order to receive this exemption the improvements on the land being used for affordable housing purposes must encompass more than half the square footage of all improvements on the land. This exemption first applies to the 2024 tax roll and is repealed on December 31, 2059.

Exemption for Newly Constructed Units Providing Affordable Housing

Section 8, in part, amends s. 196.1978(3), F.S., to provide a new ad valorem tax exemption for certain property used to provide affordable housing. This exemption applies throughout the state without further action by local governments.

Eligible property includes units in a newly constructed multifamily project containing more than 70 units dedicated to housing natural persons or families below certain income thresholds.

"Newly constructed" is defined as an improvement substantially completed within 5 years before the property owner's first application for this exemption. The units must be occupied by such persons or families and rent limited so as to provide affordable housing at either the 80 or 120 percent AMI threshold. Rent for such units also may not exceed 90 percent of the fair market value rent as determined by a rental market study.

Qualified property used to provide affordable housing at the 80 to 120 percent AMI threshold receives an exemption of 75 percent of the assessed value of the units, while such property providing affordable housing up to the 80 percent AMI threshold receives a complete ad valorem tax exemption.

[172] Section 196.1978(2)(a), F.S. (2018) and ch. 2017-36, s. 6, Laws of Fla.
[173] See ch. 2021-31, s. 10, Laws of Fla.

If an occupied unit qualifies for this exemption and the following year is vacant on January 1, the vacant unit is eligible for the exemption provided it meets the other requirements and a reasonable effort is made to lease the unit to eligible persons or families.

To receive this exemption, a property owner must submit an application by March 1 to the property appraiser, accompanied by a certification notice from the FHFC. To receive a FHFC certification, a property owner must submit a request on a form including the most recent market study, which must have been conducted by an independent certified general appraiser in the preceding 3 years; a list of units for which the exemption is sought; the rent amount received for each unit, and a sworn statement restricting the property for a period of not less than 3 years to provide affordable housing.

The certification process will be administered within the FHFC. Their responsibilities include publishing the deadline for submission, reviewing each request, sending certification notices to both the successful property owner and appropriate property appraiser, notifying unsuccessful property owners with reasons for denial.

If the property appraiser determines that such an exemption has been improperly granted within the last 10 years, the property appraiser must serve the owner with a notice of intent to record a tax lien. Such property will be subject to the taxes improperly exempted, plus a penalty of 50 percent and 15 percent annual interest. Penalty and interest amounts do not apply to exemptions erroneously granted due to clerical mistake or omission by the property appraiser.

Units subject to a recorded agreement with the FHFC under ch. 420, F.S., to provide affordable housing, and property receiving an exemption under s. 196.1979, F.S., as created by the following section of the bill, are not eligible to receive this exemption.

The bill provides the FHFC rulemaking authority to implement this section.

This section first applies to the 2024 tax roll and is repealed December 31, 2059.

Local Option Affordable Housing Exemption

Section 9 creates s. 196.1979, F.S., which provides that the governing body of a county or municipality may adopt by ordinance an ad valorem tax exemption for certain property used for providing affordable housing.

Portions of property eligible for such an exemption must be utilized to house persons or families meeting the extremely-low- or very-low-income limits specified in s. 420.0004, F.S, be contained in a multifamily project of at least 50 units where at least 20 percent are reserved for affordable housing, and have rent set such that it provides affordable housing to people in the target income bracket, or no higher than 90 percent of the fair market rent value as determined by a rental market study, whichever is less. Additionally, the property must not have been cited for three code violations in the preceding 24 months and must not have outstanding code violations or related fines.

In adopting this exemption, a local government may choose to offer either or both an exemption for two income groups: those earning up to 30 percent AMI and those earning between 30 to 60 percent AMI. The value of the exemption is up to 75 percent of the assessed value of each unit if less than 100 percent of the multifamily project's units are used to provide affordable housing, or up to 100 percent of the assessed value if 100 percent of the project's units are used to provide affordable housing.

An ordinance enacting such an exemption must:

- Be adopted under normal non-emergency procedures;
- Designate the local entity under the supervision of the governing body which must develop, receive, and review applications for certification and develop notices of determination of eligibility;
- Require the property owner to apply for certification on a form including the most recent market study, which must have been conducted by an independent certified general appraiser in the preceding three years; a list of units for which the exemption is sought; and the rent amount received for each unit;
- Require the designated entity to verify and certify property as having met the requirements for the exemption, and to notify unsuccessful applicants with the reasons for denial;
- Set out the requirements for each unit discussed above;
- Require the property owner to submit an application for exemption accompanied by certification to the property appraiser by March 1;
- Specify that such exemption only applies to taxes levied by the unit of government granting the exemption;
- Specify that the property may not receive such an exemption after the expiration of the ordinance granting the exemption;
- Identify the percentage of assessed value to be exempted, and whether such exemption applies to very-low-income, extremely-low-income, or both; and
- Require that the deadline to submit an application and a list of certified properties be published on the government's website.

Such an ordinance must expire before the fourth January 1 after adoption, however the governing body may adopt a new ordinance renewing the exemption.

If the property appraiser determines that such an exemption has been improperly granted within the last 10 years, the property appraiser must serve the owner with a notice of intent to record a tax lien. Such property will be subject to the taxes improperly exempted, plus a penalty of 50 percent and 15 percent annual interest. Penalty and interest amounts do not apply to exemptions erroneously granted due to clerical mistake or omission by the property appraiser.

This section first applies to the 2024 tax roll.

Miscellaneous Effects of Proposed Changes

Sections 17, 18, 20 and 22 amend ss. 220.02, 220.13, 220.186, and 220.222 F.S., respectively, to make conforming changes with regards to the Live Local program.

Section 37 amends s. 420.6075, F.S., to make technical changes.

Section 39 amends s. 624.509, F.S., to make technical changes.

Section 40 amends s. 624.5105, F.S., to make technical changes.

Section 43 expressly grants the DOR emergency rulemaking authority as it relates to administering the Live Local Program created by the bill. This authority is repealed July 1, 2026.

Section 48 provides that the Legislature finds and declares that this act fulfills an important state interest.

Section 49 provides that, except as otherwise provided, the bill will take effect July 1, 2023.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

Article VII, s. 18(a) of the Florida Constitution provides, in part, that a county or municipality may not be bound by a general law requiring a county or municipality to spend funds or take an action that requires the expenditure of funds unless certain specified exemptions or exceptions are met. Under the bill counties and municipalities may be required to spend funds related to publishing certain policies and documents online, administering new tax exemptions, and updating inventories of publicly owned land.

Article VII, s. 18(b) of the Florida Constitution provides that, except upon the approval of each house of the Legislature by a two-thirds vote of the membership, the Legislature may not enact, amend, or repeal any general law if the anticipated effect of doing so would be to reduce the authority that municipalities or counties have to raise revenue in the aggregate, as such authority existed on February 1, 1989. The portions of the bill alleviating ad valorem taxes under certain circumstances for properties providing affordable housing reduce taxing authority.

If the bill does qualify as a mandate, in order to be binding upon cities and counties the bill must contain a finding of important state interest and be approved by a two-thirds vote of the membership of each house.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

The amount directed to the State Housing Trust Fund from Documentary Stamp Tax collections does not affect the amount received by the Land Acquisition Trust Fund, as required by Article X, s. 28(a) of the Florida Constitution.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

The Revenue Estimating Conference (REC) made the following estimates for the specified bill provisions:

- The sales tax refund for building materials will reduce General Revenue Fund receipts by $31.9 beginning in Fiscal Year 2023-2024, and will reduce local government revenues by $8.9 million beginning in Fiscal Year 2023-2024.
- Increasing the Community Contribution Tax Credit cap will reduce General Revenue Fund receipts by $8.4 million beginning in Fiscal Year 2023-2024, and will reduce local government revenues by $2.1 million beginning in Fiscal Year 2023-2024.
- The Live Local Program will reduce General Revenue receipts by $50 million in Fiscal Year 2023-2024 and by $100 million in future years.
- The property tax exemption for certain lands leased for affordable housing will reduce local property tax revenues by $8.5 million beginning in Fiscal Year 2023-2024.
- The local option affordable housing property tax exemption will have an indeterminate reduction to local property tax revenue due to variations in how many local governments implement the program, but the REC estimates the impact could be a reduction of local property tax revenues by $225.1 million by Fiscal Year 2027-2028.
- The General Revenue service charge redirect will reduce General Revenue Fund receipts by $150 million beginning in Fiscal Year 2023-2024 and will increase State Housing Trust Fund receipts by $150 million beginning in Fiscal Year 2023-2024.
- The property tax exemption for newly constructed or substantially renovated multi-family rental units used to provide affordable housing will reduce local government revenues by $183 million by Fiscal Year 2027-2028, with no impact in Fiscal Year 2023-2024 and increasing rates thereafter.

B. Private Sector Impact:

Developers of multifamily housing should see a reduction in bureaucracy, and an increase in the amount of property available, for residential development relating to housing projects which qualify for the density, height, and zoning preemptions. Developers will also benefit from tax exemption portions of the legislation, and increased funding to the FHFC.

Individuals may benefit from a resulting increase in income-limited units, overall housing production increases, and downpayment assistance eligibility.

C. Government Sector Impact:

Local governments may incur expenditures and lost revenues in implementing the bill with regards to updating inventory lists of publicly owned land, publishing certain procedures and regulations electronically, and administering new ad valorem tax exemptions. Local governments may benefit from the expansion of the Community Contribution Tax Credit Program, the locally held land leasing provisions, and SHIP funding.

Certain components of the bill, specifically the General Revenue service charge redirection and Live Local program, have the neutral effect of reducing general revenue while increasing funding to FHFC programs.

The DOR and the FHFC will face costs related to administration of various provisions of the bill.

The bill makes the following appropriations to the FHFC:

- $100 million in non-recurring funds from the General Revenue Fund to implement the Florida Hometown Heroes Program;
- $252 million in non-recurring funds from the Local Government Housing Trust Fund for the SHIP program;
- $150 million in recurring funds from the State Housing Trust Fund for the purpose of implementing section 30 of the bill, related to SAIL project funding derived from a redirected General Revenue service charge;
- $109 million in non-recurring funds from the State Housing Trust Fund for the SAIL program; and
- $100 million in non-recurring funds from the General Revenue Fund to implement a competitive loan program to alleviate inflation-related cost increases for FHFC-approved multifamily projects that have not yet commenced construction; if not used by December 1, 2023, these funds are allocated to the SAIL program.[174]

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

[174] FHFC currently maintains such an effort through a program called the Construction Housing Inflation Response Program (CHIRP), which sets aside funding for projects that were previously awarded SAIL funding but risk failure due to acutely rising construction costs. *See* FHFC, *Construction Housing Inflation Response Program (CHIRP)*, April 29, 2022, available at https://www.floridahousing.org/docs/default-source/programs/competitive/2022/2022--chirp/4-29-22-board-presentation-re-chirp-(1).pdf?sfvrsn=c94cf57b_0 (last visited January 19, 2023). This provision takes effect upon the bill becoming a law.

VIII. Statutes Affected:

This bill substantially amends or creates the following sections of the Florida Statutes: 125.0103, 125.01055, 125.379, 166.04151, 166.043, 166.0451, 196.1978, 196.1979, 201.15, 212.08, 213.053, 215.212, 215.22, 220.02, 220.13, 220.183, 220.186, 220.1878, 220.222, 253.034, 253.0341, 288.101, 420.0003, 420.503, 420.504, 420.507, 420.5087, 420.50871, 420.50872, 420.5096, 420.531, 420.6075, 553.792, 624.509, 624.5105, and 624.51058.

This bill creates undesignated sections of Florida law.

IX. Additional Information:

A. Committee Substitute – Statement of Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS by Appropriations on February 22, 2023:
The committee substitute:

- Clarifies that an affordable housing development does not have to obtain a zoning or land use change and must be otherwise consistent with comprehensive plan requirements except for zoning, height, and density.
- Clarifies for consideration of reduced parking requirements on certain affordable housing developments, that a major transit stop is as defined in local land use regulations.
- Amends the tax exemption for newly constructed affordable housing property by removing reference to statewide adjusted median income, correcting a reference to the income and rent limits utilized to prove affordability, and authorizing the DOR to create an application form for the exemption.
- Amends the local option property tax exemption by increasing the upper qualifying income percentage from 50 to 60 percent of the median income, authorizing local governments to deny or revoke exemptions based on multiple code violations, removing reference to statewide adjusted median income, correcting a reference to the income and rent limits utilized to prove affordability, and authorizing the DOR to create an application form for the exemption.
- Amends the Live Local tax credit donation program by making technical corrections clarifying the DOR's ability to share information with the FHFC, clarifying that a taxpayer can carry forward unused credits for 10 taxable years, rather than calendar years, clarifying that payments under the program are to be incorporated into tax underpayment calculations; and removing the requirement that authorized "projects of regional significance" be 50 percent larger than any development within a 30-mile radius.
- Provides that the building materials sales tax exemption applies to qualifying purchases made on or after July 1, 2023, and removes a related provision requiring the DOR to move a percentage of the exemption from the Local Government Half-Cent Sales Tax Trust Fund.
- Clarifies that loans under the Hometown Heroes program may be made regardless of the purchased property's form of title, be it realty or tangible personal property.

- Provides that the DEO's Keys Workforce Housing Initiative, approved by the Administration Commission in 2018, is an exception to evacuation time requirements and that comprehensive plan and land use amendments approved under that initiative are valid.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

Live Local Act, SB 102

Bill text

Source: https://flsenate.gov/Session/Bill/2023/102/?Tab=BillText

An act relating to housing; providing a short title; amending s. 125.0103, F.S.; deleting the authority of local governments to adopt or maintain laws, ordinances, rules, or other measures that would have the effect of imposing controls on rents; amending s. 125.01055, F.S.; revising applicability for areas of critical state concern; specifying requirements for, and restrictions on, counties in approving certain housing developments; providing for future expiration; amending s. 125.379, F.S.; revising the date by which counties must prepare inventory lists of real property; requiring counties to make the inventory lists publicly available on their websites; authorizing counties to use certain properties for affordable housing through a long-term land lease; revising requirements for counties relating to inventory lists of certain property for affordable housing; providing that counties are encouraged to adopt best practices for surplus land programs; amending s. 166.04151, F.S.; revising applicability for areas of critical state concern; specifying requirements for, and restrictions on, municipalities in approving applications for certain housing developments; providing for future expiration; amending s. 166.043, F.S.; deleting the authority of local governments to adopt or maintain laws, ordinances, rules, or other measures that would have the effect of imposing controls on rents; amending s.

166.0451, F.S.; revising the date by which municipalities must prepare inventory lists of real property; requiring municipalities to make the inventory lists publicly available on their websites; authorizing municipalities to use certain properties for affordable housing through a long-term land lease; revising requirements for municipalities relating to inventory lists of certain property for affordable housing; providing that municipalities are encouraged to adopt best practices for surplus land programs; amending s. 196.1978, F.S.; providing an exemption from ad valorem taxation for land that meets certain criteria; providing applicability; providing for future repeal; defining terms; providing an ad valorem tax exemption for portions of property in a multifamily project if certain conditions are met; providing that vacant units may be eligible for the exemption under certain circumstances; specifying percentages of the exemption for qualified properties; specifying requirements for applying for the exemption with the property appraiser; specifying requirements for requesting certification from the Florida Housing Finance Corporation; specifying requirements for the corporation in reviewing requests, certifying property, and posting deadlines for applications; specifying requirements for property appraisers in reviewing and granting exemptions and for improperly granted exemptions; providing a penalty; providing limitations on eligibility; specifying requirements

for a rental market study; authorizing the corporation to adopt rules; providing applicability; providing for future repeal; creating s. 196.1979, F.S.; authorizing local governments to adopt ordinances to provide an ad valorem tax exemption for portions of property used to provide affordable housing meeting certain requirements; specifying requirements and limitations for the exemption; providing that vacant units may be eligible for the exemption under certain circumstances; specifying requirements for ordinances granting an exemption; specifying requirements for a rental market study; providing that ordinances must expire within a certain timeframe; requiring the property appraiser to take certain action in response to an improperly granted exemption; providing a penalty; providing applicability; amending s. 201.15, F.S.; suspending, for a specified period, the General Revenue Fund service charge on documentary stamp tax collections; providing for specified amounts of such collections to be credited to the State Housing Trust Fund for certain purposes; providing for certain amounts to be credited to the General Revenue Fund under certain circumstances; prohibiting the transfer of such funds to the General Revenue Fund in the General Appropriations Act; providing for the future expiration and reversion of specified statutory text; amending s. 212.08, F.S.; revising the total amount of community contribution tax credits which may be granted for certain projects; defining terms;

providing a sales tax exemption for building materials used in the construction of affordable housing units; defining terms; specifying eligibility requirements; specifying requirements for applying for a sales tax refund with the Department of Revenue; specifying requirements for and limitations on refunds; providing requirements for the department in issuing refunds; authorizing the department to adopt rules; providing applicability; amending s. 213.053, F.S.; authorizing the department to make certain information available to the corporation to administer the Live Local Program; creating s. 215.212, F.S.; prohibiting the deduction of the General Revenue Fund service charge on documentary stamp tax proceeds; providing for future repeal; amending s. 215.22, F.S.; conforming a provision to changes made by the act; providing for the future expiration and reversion of specified statutory text; amending s. 220.02, F.S.; specifying the order of application of Live Local Program tax credits against the state corporate income tax; amending s. 220.13, F.S.; specifying requirements for the addition to adjusted federal income of amounts taken as a credit under the Live Local Program; amending s. 220.183, F.S.; conforming a provision to changes made by the act; amending s. 220.186, F.S.; providing applicability of Live Local Program tax credits to the Florida alternative minimum tax credit; creating s. 220.1878, F.S.; providing a credit against the state corporate income tax under the Live Local

Program; specifying requirements and procedures for making eligible contributions and claiming the credit; amending s. 220.222, F.S.; requiring returns filed in connection with the Live Local Program tax credits to include the amount of certain credits; amending s. 253.034, F.S.; modifying requirements for the analysis included in land use plans; making technical changes; amending s. 253.0341, F.S.; requiring that local government requests for the state to surplus conservation or nonconservation lands for any means of transfer be expedited throughout the surplusing process; amending s. 288.101, F.S.; authorizing the Governor, under the Florida Job Growth Grant Fund, to approve state or local public infrastructure projects to facilitate the development or construction of affordable housing; providing for future repeal; amending s. 420.0003, F.S.; revising legislative intent for, and policies of, the state housing strategy; revising requirements for the implementation of the strategy; revising duties of the Shimberg Center for Housing Studies at the University of Florida; requiring the Office of Program Policy Analysis and Government Accountability to evaluate specified strategies, policies, and programs at specified intervals; specifying requirements for the office's analyses; authorizing rule amendments; amending s. 420.503, F.S.; revising the definition of the term "qualified contract" for purposes of the Florida Housing Finance Corporation Act; amending s.

420.504, F.S.; revising the composition of the corporation's board of directors; providing specifications for filling vacancies on the board of directors; amending s. 420.507, F.S.; specifying a requirement for the corporation's annual budget request to the Secretary of Economic Opportunity; providing for the future expiration and reversion of specified statutory text; amending s. 420.5087, F.S.; revising prioritization of funds for the State Apartment Incentive Loan Program; creating s. 420.50871, F.S.; specifying requirements for, and authorized actions by, the corporation in allocating certain increased revenues during specified fiscal years to finance certain housing projects; providing construction; providing for future repeal; providing a directive to the Division of Law Revision; creating s. 420.50872, F.S.; defining terms; creating the Live Local Program; specifying responsibilities of the corporation; specifying the annual tax credit cap; specifying requirements for applying for tax credits with the department; providing requirements for the carryforward of credits; specifying restrictions on, and requirements for, the conveyance, transfer, or assignment of credits; providing requirements and procedures for the rescindment of credits; specifying procedures for calculating underpayments and penalties; providing construction; authorizing the department and the corporation to develop a cooperative agreement; authorizing the department to

adopt rules; requiring the department to annually notify certain taxpayers of certain information; creating s. 420.5096, F.S.; providing legislative findings; creating the Florida Hometown Hero Program for a specified purpose; authorizing the corporation to underwrite and make certain mortgage loans; specifying terms for such loans and requirements for borrowers; authorizing loans made under the program to be used for the purchase of certain manufactured homes; providing construction; amending s. 420.531, F.S.; authorizing the Florida Housing Corporation to contract with certain entities to provide technical assistance to local governments in establishing selection criteria for proposals to use certain property for affordable housing purposes; amending s. 420.6075, F.S.; making technical changes; amending s. 553.792, F.S.; requiring local governments to maintain on their websites a policy relating to the expedited processing of certain building permits and development orders; amending s. 624.509, F.S.; specifying the order of application of Live Local Program tax credits against the insurance premium tax; amending s. 624.5105, F.S.; conforming a provision to changes made by the act; creating s. 624.51058, F.S.; providing a credit against the insurance premium tax under the Live Local Program; providing a requirement for making eligible contributions; providing construction; providing applicability; exempting a certain initiative from certain evacuation time constraints;

specifying that certain comprehensive plan amendments are valid; authorizing certain local governments to adopt local ordinances or regulations for certain purposes; authorizing the department to adopt emergency rules; providing for future expiration of such rulemaking authority; providing appropriations; providing a declaration of important state interest; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. This act may be cited as the "Live Local Act."

Section 2. Section 125.0103, Florida Statutes, is amended to read:

125.0103 Ordinances and rules imposing price controls~~; findings required; procedures~~.—

(1)(a) Except as hereinafter provided, a ~~no~~ county, municipality, or other entity of local government may not ~~shall~~ adopt or maintain in effect an ordinance or a rule that ~~which~~ has the effect of imposing price controls upon a lawful business activity that ~~which~~ is not franchised by, owned by, or under contract with, the governmental agency, unless specifically provided by general law.

(b) This section does not prevent the enactment by local governments of public service rates otherwise authorized by law, including water, sewer, solid waste, public transportation, taxicab, or port rates, rates for towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, or rates for removal and storage of wrecked or

disabled vehicles or vessels from an accident scene or the removal and storage of vehicles or vessels in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel.

(c) Counties must establish maximum rates which may be charged on the towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, removal and storage of wrecked or disabled vehicles or vessels from an accident scene or for the removal and storage of vehicles or vessels, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel. However, if a municipality chooses to enact an ordinance establishing the maximum rates for the towing or immobilization of vehicles or vessels as described in paragraph (b), the county's ordinance does ~~shall~~ not apply within such municipality.

(2) ~~No law, ordinance, rule, or other measure which would have the effect of imposing controls on rents shall be adopted or maintained in effect except as provided herein and unless it is found and determined, as hereinafter provided, that such controls are necessary and proper to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public.~~

~~(3) Any law, ordinance, rule, or other measure which has the effect of imposing controls on rents shall terminate and~~

~~expire within 1 year and shall not be extended or renewed except by the adoption of a new measure meeting all the requirements of this section.~~

~~(4) Notwithstanding any other provisions of this section, no controls shall be imposed on rents for any accommodation used or offered for residential purposes as a seasonal or tourist unit, as a second housing unit, or on rents for dwelling units located in luxury apartment buildings. For the purposes of this section, a luxury apartment building is one wherein on January 1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds $250.~~

~~(5)~~ A ~~No~~ municipality, county, or other entity of local government may not ~~shall~~ adopt or maintain in effect any law, ordinance, rule, or other measure that ~~which~~ would have the effect of imposing controls on rents ~~unless:~~

~~(a) Such measure is duly adopted by the governing body of such entity of local government, after notice and public hearing, in accordance with all applicable provisions of the Florida and United States Constitutions, the charter or charters governing such entity of local government, this section, and any other applicable laws.~~

~~(b) Such governing body makes and recites in such measure its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.~~

~~(c) Such measure is approved by the voters in such municipality, county, or other entity of local government~~.

~~(6) In any court action brought to challenge the validity of rent control imposed pursuant to the provisions of this section, the evidentiary effect of any findings or recitations required by subsection (5) shall be limited to imposing upon any party challenging the validity of such measure the burden of going forward with the evidence, and the burden of proof (that is, the risk of nonpersuasion) shall rest upon any party seeking to have the measure upheld.~~

(3)~~(7)~~ Notwithstanding any other provisions of this section, municipalities, counties, or other entities of local government may adopt and maintain in effect any law, ordinance, rule, or other measure which is adopted for the purposes of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing ordinances.

Section 3. Subsections (5) and (6) of section 125.01055, Florida Statutes, are amended, and subsection (7) is added to that section, to read:

125.01055 Affordable housing.—

(5) Subsection (4) ~~(2)~~ does not apply in an area of critical state concern, as designated in s. 380.0552.

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the board of county commissioners may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for ~~residential,~~ commercial~~,~~ or industrial use~~. If a parcel is zoned for commercial or industrial use, an approval pursuant to this subsection may include any residential development project, including a mixed-use residential development project~~, so long

as at least 10 percent of the units included in the project are for housing that is affordable ~~and the developer of the project agrees not to apply for or receive funding under s. 420.5087~~. The provisions of this subsection are self-executing and do not require the board of county commissioners to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a county may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A county may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any unincorporated land in the county where residential development is allowed.

(c) A county may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.

(d) A proposed development authorized under this subsection must be administratively approved and no further action by the board of county commissioners is required if the development satisfies the county's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements.

(e) A county must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-half mile of a major transit stop, as defined in the county's land development code, and the major transit stop is accessible from the development.

(f) For proposed multifamily developments in an unincorporated area zoned for commercial or industrial use which is within the boundaries of a multicounty independent special district that was created to provide municipal services and is not authorized to levy ad valorem taxes, and less than 20 percent of the land area within such district is designated for commercial or industrial use, a county must authorize, as provided in this subsection, such development only if the development is mixed-use residential.

(g) Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(h) This subsection does not apply to property defined as recreational and commercial working waterfront in s.

342.201(2)(b) in any area zoned as industrial.

(i) This subsection expires October 1, 2033.

Section 4. Section 125.379, Florida Statutes, is amended to read:

125.379 Disposition of county property for affordable housing.—

(1) By October 1, 2023 ~~July 1, 2007~~, and every 3 years thereafter, each county shall prepare an inventory list of all real property within its jurisdiction to which the county or any dependent special district within its boundaries holds fee simple title which ~~that~~ is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such real property and specify whether the property is vacant or improved. The governing body of the county must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. The governing body of the county shall adopt a resolution that includes an inventory list of such property following the public hearing. Each county shall make the inventory list publicly available on its website to encourage potential development.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the county may be used for affordable housing through a long-term land lease requiring the development and maintenance of affordable housing, offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, ~~or may be~~ sold with a restriction that requires the development of the property as permanent affordable housing, or ~~may be~~ donated to a

nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the county or special district may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term "affordable" has the same meaning as in s. 420.0004(3).

(3) Counties are encouraged to adopt best practices for surplus land programs, including, but not limited to:

(a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers;

(b) Making the process for requesting surplus lands publicly available; and

(c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

Section 5. Subsections (5) and (6) of section 166.04151, Florida Statutes, are amended, and subsection (7) is added to that section, to read:

166.04151 Affordable housing.—

(5) Subsection (4) ~~(2)~~ does not apply in an area of critical state concern, as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code.

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for

~~residential,~~ commercial~~,~~ or industrial use~~. If a parcel is zoned for commercial or industrial use, an approval pursuant to this subsection may include any residential development project, including a mixed-use residential development project~~, so long as at least 10 percent of the units included in the project are for housing that is affordable ~~and the developer of the project agrees not to apply for or receive funding under s. 420.5087~~. The provisions of this subsection are self-executing and do not require the governing body to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A municipality may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any land in the municipality where residential development is allowed.

(c) A municipality may not restrict the height of a proposed development authorized under this subsection below the

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.

(d) A proposed development authorized under this subsection must be administratively approved and no further action by the governing body of the municipality is required if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements.

(e) A municipality must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-half mile of a major transit stop, as defined in the municipality's land development code, and the major transit stop is accessible from the development.

(f) A municipality that designates less than 20 percent of the land area within its jurisdiction for commercial or industrial use must authorize a proposed multifamily development as provided in this subsection in areas zoned for commercial or industrial use only if the proposed multifamily development is mixed-use residential.

(g) Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(h) This subsection does not apply to property defined as

recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(i) This subsection expires October 1, 2033.

Section 6. Section 166.043, Florida Statutes, is amended to read:

166.043 Ordinances and rules imposing price controls~~; findings required; procedures~~.—

(1)(a) Except as hereinafter provided, a ~~no~~ county, municipality, or other entity of local government may not ~~shall~~ adopt or maintain in effect an ordinance or a rule that ~~which~~ has the effect of imposing price controls upon a lawful business activity that ~~which~~ is not franchised by, owned by, or under contract with, the governmental agency, unless specifically provided by general law.

(b) This section does not prevent the enactment by local governments of public service rates otherwise authorized by law, including water, sewer, solid waste, public transportation, taxicab, or port rates, rates for towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, or rates for removal and storage of wrecked or disabled vehicles or vessels from an accident scene or the removal and storage of vehicles or vessels in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel.

(c) Counties must establish maximum rates which may be charged on the towing of vehicles or vessels from or immobilization of vehicles or vessels on private property,

removal and storage of wrecked or disabled vehicles or vessels from an accident scene or for the removal and storage of vehicles or vessels, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel. However, if a municipality chooses to enact an ordinance establishing the maximum rates for the towing or immobilization of vehicles or vessels as described in paragraph (b), the county's ordinance established under s. 125.0103 does ~~shall~~ not apply within such municipality.

(2) ~~No law, ordinance, rule, or other measure which would have the effect of imposing controls on rents shall be adopted or maintained in effect except as provided herein and unless it is found and determined, as hereinafter provided, that such controls are necessary and proper to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public.~~

~~(3) Any law, ordinance, rule, or other measure which has the effect of imposing controls on rents shall terminate and expire within 1 year and shall not be extended or renewed except by the adoption of a new measure meeting all the requirements of this section.~~

~~(4) Notwithstanding any other provisions of this section, no controls shall be imposed on rents for any accommodation used or offered for residential purposes as a seasonal or tourist unit, as a second housing unit, or on rents for dwelling units located in luxury apartment buildings. For the purposes of this section, a luxury apartment building is one wherein on January~~

~~1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds $250.~~

~~(5)~~ A ~~No~~ municipality, county, or other entity of local government may not ~~shall~~ adopt or maintain in effect any law, ordinance, rule, or other measure that ~~which~~ would have the effect of imposing controls on rents ~~unless:~~

~~(a) Such measure is duly adopted by the governing body of such entity of local government, after notice and public hearing, in accordance with all applicable provisions of the Florida and United States Constitutions, the charter or charters governing such entity of local government, this section, and any other applicable laws.~~

~~(b) Such governing body makes and recites in such measure its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.~~

~~(c) Such measure is approved by the voters in such municipality, county, or other entity of local government~~.

~~(6) In any court action brought to challenge the validity of rent control imposed pursuant to the provisions of this section, the evidentiary effect of any findings or recitations required by subsection (5) shall be limited to imposing upon any party challenging the validity of such measure the burden of going forward with the evidence, and the burden of proof (that is, the risk of nonpersuasion) shall rest upon any party seeking to have the measure upheld.~~

(3)~~(7)~~ Notwithstanding any other provisions of this

section, municipalities, counties, or other entity of local government may adopt and maintain in effect any law, ordinance, rule, or other measure which is adopted for the purposes of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing ordinances.

Section 7. Section 166.0451, Florida Statutes, is amended to read:

166.0451 Disposition of municipal property for affordable housing.—

(1) By October 1, 2023 ~~July 1, 2007~~, and every 3 years thereafter, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality or any dependent special district within its boundaries holds fee simple title which ~~that~~ is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved. The governing body of the municipality must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. Following the public hearing, the governing body of the municipality shall adopt a resolution that includes an inventory list of such property. Each municipality shall make the inventory list publicly available on its website to encourage potential development.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the municipality may be used for affordable housing through a long-term land lease requiring the development and maintenance of affordable housing, offered for sale and the proceeds ~~may be~~

used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, ~~or may be~~ sold with a restriction that requires the development of the property as permanent affordable housing, or ~~may be~~ donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the municipality or special district may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term "affordable" has the same meaning as in s. 420.0004(3).

(3) Municipalities are encouraged to adopt best practices for surplus land programs, including, but not limited to:

(a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers;

(b) Making the process for requesting surplus lands publicly available; and

(c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

Section 8. Effective January 1, 2024, subsection (1) of section 196.1978, Florida Statutes, is amended, and subsection (3) is added to that section, to read:

196.1978 Affordable housing property exemption.—

(1)(a) Property used to provide affordable housing to eligible persons as defined by s. 159.603 and natural persons or families meeting the extremely-low-income, very-low-income, low-

income, or moderate-income limits specified in s. 420.0004, which is owned entirely by a nonprofit entity that is a corporation not for profit, qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and in compliance with Rev. Proc. 96-32, 1996-1 C.B. 717, is considered property owned by an exempt entity and used for a charitable purpose, and those portions of the affordable housing property that provide housing to natural persons or families classified as extremely low income, very low income, low income, or moderate income under s. 420.0004 are exempt from ad valorem taxation to the extent authorized under s. 196.196. All property identified in this subsection must comply with the criteria provided under s. 196.195 for determining exempt status and applied by property appraisers on an annual basis. The Legislature intends that any property owned by a limited liability company which is disregarded as an entity for federal income tax purposes pursuant to Treasury Regulation 301.7701-3(b)(1)(ii) be treated as owned by its sole member. If the sole member of the limited liability company that owns the property is also a limited liability company that is disregarded as an entity for federal income tax purposes pursuant to Treasury Regulation 301.7701-3(b)(1)(ii), the Legislature intends that the property be treated as owned by the sole member of the limited liability company that owns the limited liability company that owns the property. Units that are vacant and units that are occupied by natural persons or families whose income no longer meets the income limits of this subsection, but whose income met those income limits at the time they became tenants, shall be treated as portions of the affordable housing property exempt under this

subsection if a recorded land use restriction agreement in favor of the Florida Housing Finance Corporation or any other governmental or quasi-governmental jurisdiction requires that all residential units within the property be used in a manner that qualifies for the exemption under this subsection and if the units are being offered for rent.

(b) Land that is owned entirely by a nonprofit entity that is a corporation not for profit, qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and in compliance with Rev. Proc. 96-32, 1996-1 C.B. 717, and is leased for a minimum of 99 years for the purpose of, and is predominantly used for, providing housing to natural persons or families meeting the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004 is exempt from ad valorem taxation. For purposes of this paragraph, land is predominantly used for qualifying purposes if the square footage of the improvements on the land used to provide qualifying housing is greater than 50 percent of the square footage of all improvements on the land. This paragraph first applies to the 2024 tax roll and is repealed December 31, 2059.

(3)(a) As used in this subsection, the term:

1. "Corporation" means the Florida Housing Finance Corporation.

2. "Newly constructed" means an improvement to real property which was substantially completed within 5 years before the date of an applicant's first submission of a request for certification or an application for an exemption pursuant to this section, whichever is earlier.

3. "Substantially completed" has the same meaning as in s.

192.042(1).

(b) Notwithstanding ss. 196.195 and 196.196, portions of property in a multifamily project are considered property used for a charitable purpose and are eligible to receive an ad valorem property tax exemption if such portions:

1. Provide affordable housing to natural persons or families meeting the income limitations provided in paragraph (d);

2. Are within a newly constructed multifamily project that contains more than 70 units dedicated to housing natural persons or families meeting the income limitations provided in paragraph (d); and

3. Are rented for an amount that does not exceed the amount as specified by the most recent multifamily rental programs income and rent limit chart posted by the corporation and derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of paragraph (m), whichever is less.

(c) If a unit that in the previous year qualified for the exemption under this subsection and was occupied by a tenant is vacant on January 1, the vacant unit is eligible for the exemption if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this subsection and a reasonable effort is made to lease the unit to eligible persons or families.

(d)1. Qualified property used to house natural persons or families whose annual household income is greater than 80

percent but not more than 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, must receive an ad valorem property tax exemption of 75 percent of the assessed value.

2. Qualified property used to house natural persons or families whose annual household income does not exceed 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, is exempt from ad valorem property taxes.

(e) To receive an exemption under this subsection, a property owner must submit an application on a form prescribed by the department by March 1 for the exemption, accompanied by a certification notice from the corporation to the property appraiser.

(f) To receive a certification notice, a property owner must submit a request to the corporation for certification on a form provided by the corporation which includes all of the following:

1. The most recently completed rental market study meeting the requirements of paragraph (m).

2. A list of the units for which the property owner seeks an exemption.

3. The rent amount received by the property owner for each unit for which the property owner seeks an exemption. If a unit is vacant and qualifies for an exemption under paragraph (c),

the property owner must provide evidence of the published rent amount for each vacant unit.

4. A sworn statement, under penalty of perjury, from the applicant restricting the property for a period of not less than 3 years to housing persons or families who meet the income limitations under this subsection.

(g) The corporation shall review the request for certification and certify property that meets the eligibility criteria of this subsection. A determination by the corporation regarding a request for certification does not constitute final agency action pursuant to chapter 120.

1. If the corporation determines that the property meets the eligibility criteria for an exemption under this subsection, the corporation must send a certification notice to the property owner and the property appraiser.

2. If the corporation determines that the property does not meet the eligibility criteria, the corporation must notify the property owner and include the reasons for such determination.

(h) The corporation shall post on its website the deadline to submit a request for certification. The deadline must allow adequate time for a property owner to submit a timely application for exemption to the property appraiser.

(i) The property appraiser shall review the application and determine if the applicant is entitled to an exemption. A property appraiser may grant an exemption only for a property for which the corporation has issued a certification notice.

(j) If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this subsection was granted such

an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

(k) Units subject to an agreement with the corporation pursuant to chapter 420 recorded in the official records of the county in which the property is located to provide housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004 are not eligible for this exemption.

(l) Property receiving an exemption pursuant to s. 196.1979 is not eligible for this exemption.

(m) A rental market study submitted as required by paragraph (f) must identify the fair market value rent of each unit for which a property owner seeks an exemption. Only a certified general appraiser as defined in s. 475.611 may issue a rental market study. The certified general appraiser must be independent of the property owner who requests the rental market study. In preparing the rental market study, a certified general appraiser shall comply with the standards of professional practice pursuant to part II of chapter 475 and use comparable

property within the same geographic area and of the same type as the property for which the exemption is sought. A rental market study must have been completed within 3 years before submission of the application.

(n) The corporation may adopt rules to implement this section.

(o) This subsection first applies to the 2024 tax roll and is repealed December 31, 2059.

Section 9. Section 196.1979, Florida Statutes, is created to read:

196.1979 County and municipal affordable housing property exemption.—

(1)(a) Notwithstanding ss. 196.195 and 196.196, the board of county commissioners of a county or the governing body of a municipality may adopt an ordinance to exempt those portions of property used to provide affordable housing meeting the requirements of this section. Such property is considered property used for a charitable purpose. To be eligible for the exemption, the portions of property:

1. Must be used to house natural persons or families whose annual household income:

a. Is greater than 30 percent but not more than 60 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides; or

b. Does not exceed 30 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within

the county in which the person or family resides;

2. Must be within a multifamily project containing 50 or more residential units, at least 20 percent of which are used to provide affordable housing that meets the requirements of this section;

3. Must be rented for an amount no greater than the amount as specified by the most recent multifamily rental programs income and rent limit chart posted by the corporation and derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of subsection (4), whichever is less;

4. May not have been cited for code violations on three or more occasions in the 24 months before the submission of a tax exemption application;

5. May not have any cited code violations that have not been properly remedied by the property owner before the submission of a tax exemption application; and

6. May not have any unpaid fines or charges relating to the cited code violations. Payment of unpaid fines or charges before a final determination on a property's qualification for an exemption under this section will not exclude such property from eligibility if the property otherwise complies with all other requirements for the exemption.

(b) Qualified property may receive an ad valorem property tax exemption of:

1. Up to 75 percent of the assessed value of each residential unit used to provide affordable housing if fewer

than 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this section.

2. Up to 100 percent of the assessed value if 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this section.

(c) The board of county commissioners of the county or the governing body of the municipality, as applicable, may choose to adopt an ordinance that exempts property used to provide affordable housing for natural persons or families meeting the income limits of sub-subparagraph (a)1.a., natural persons or families meeting the income limits of sub-subparagraph (a)1.b., or both.

(2) If a residential unit that in the previous year qualified for the exemption under this section and was occupied by a tenant is vacant on January 1, the vacant unit may qualify for the exemption under this section if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this section and a reasonable effort is made to lease the unit to eligible persons or families.

(3) An ordinance granting the exemption authorized by this section must:

(a) Be adopted under the procedures for adoption of a nonemergency ordinance by a board of county commissioners specified in chapter 125 or by a municipal governing body specified in chapter 166.

(b) Designate the local entity under the supervision of the board of county commissioners or governing body of a

municipality which must develop, receive, and review applications for certification and develop notices of determination of eligibility.

(c) Require the property owner to apply for certification by the local entity in order to receive the exemption. The application for certification must be on a form provided by the local entity designated pursuant to paragraph (b) and include all of the following:

1. The most recently completed rental market study meeting the requirements of subsection (4).

2. A list of the units for which the property owner seeks an exemption.

3. The rent amount received by the property owner for each unit for which the property owner seeks an exemption. If a unit is vacant and qualifies for an exemption under subsection (2), the property owner must provide evidence of the published rent amount for the vacant unit.

(d) Require the local entity to verify and certify property that meets the requirements of the ordinance as qualified property and forward the certification to the property owner and the property appraiser. If the local entity denies the exemption, it must notify the applicant and include reasons for the denial.

(e) Require the eligible unit to meet the eligibility criteria of paragraph (1)(a).

(f) Require the property owner to submit an application for exemption, on a form prescribed by the department, accompanied by the certification of qualified property, to the property appraiser no later than March 1.

(g) Specify that the exemption applies only to the taxes levied by the unit of government granting the exemption.

(h) Specify that the property may not receive an exemption authorized by this section after expiration or repeal of the ordinance.

(i) Identify the percentage of the assessed value which is exempted, subject to the percentage limitations in paragraph (1)(b).

(j) Identify whether the exemption applies to natural persons or families meeting the income limits of sub-subparagraph (1)(a)1.a., natural persons or families meeting the income limits of sub-subparagraph (1)(a)1.b., or both.

(k) Require that the deadline to submit an application for certification be published on the county's or municipality's website. The deadline must allow adequate time for a property owner to make a timely application for exemption to the property appraiser.

(l) Require the county or municipality to post on its website a list of certified properties for the purpose of facilitating access to affordable housing.

(4) A rental market study submitted as required by paragraph (3)(c) must identify the fair market value rent of each unit for which a property owner seeks an exemption. Only a certified general appraiser, as defined in s. 475.611, may issue a rental market study. The certified general appraiser must be independent of the property owner who requests a rental market study. In preparing the rental market study, a certified general appraiser shall comply with the standards of professional practice pursuant to part II of chapter 475 and use comparable

property within the same geographic area and of the same type as the property for which the exemption is sought. A rental market study must have been completed within 3 years before submission of the application.

(5) An ordinance adopted under this section must expire before the fourth January 1 after adoption; however, the board of county commissioners or the governing body of the municipality may adopt a new ordinance to renew the exemption. The board of county commissioners or the governing body of the municipality shall deliver a copy of an ordinance adopted under this section to the department and the property appraiser within 10 days after its adoption. If the ordinance expires or is repealed, the board of county commissioners or the governing body of the municipality must notify the department and the property appraiser within 10 days after its expiration or repeal.

(6) If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this section was granted such an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property

owner improperly receiving the exemption may not be assessed a penalty or interest.

(7) This section first applies to the 2024 tax roll.

Section 10. Section 201.15, Florida Statutes, is amended to read:

201.15 Distribution of taxes collected.—All taxes collected under this chapter are hereby pledged and shall be first made available to make payments when due on bonds issued pursuant to s. 215.618 or s. 215.619, or any other bonds authorized to be issued on a parity basis with such bonds. Such pledge and availability for the payment of these bonds shall have priority over any requirement for the ~~payment of service charges or~~ costs of collection and enforcement under this section. ~~All taxes collected under this chapter, except taxes distributed to the Land Acquisition Trust Fund pursuant to subsections (1) and (2), are subject to the service charge imposed in s. 215.20(1).~~ Before distribution pursuant to this section, the Department of Revenue shall deduct amounts necessary to pay the costs of the collection and enforcement of the tax levied by this chapter. The costs ~~and service charge~~ may not be levied against any portion of taxes pledged to debt service on bonds to the extent that the costs ~~and service charge~~ are required to pay any amounts relating to the bonds. All of the costs of the collection and enforcement of the tax levied by this chapter ~~and the service charge~~ shall be available and transferred to the extent necessary to pay debt service and any other amounts payable with respect to bonds authorized before January 1, 2017, secured by revenues distributed pursuant to this section. All taxes remaining after deduction of costs shall be distributed as

follows:

(1) Amounts necessary to make payments on bonds issued pursuant to s. 215.618 or s. 215.619, as provided under paragraphs (3)(a) and (b), or on any other bonds authorized to be issued on a parity basis with such bonds shall be deposited into the Land Acquisition Trust Fund.

(2) If the amounts deposited pursuant to subsection (1) are less than 33 percent of all taxes collected after first deducting the costs of collection, an amount equal to 33 percent of all taxes collected after first deducting the costs of collection, minus the amounts deposited pursuant to subsection (1), shall be deposited into the Land Acquisition Trust Fund.

(3) Amounts on deposit in the Land Acquisition Trust Fund shall be used in the following order:

(a) Payment of debt service or funding of debt service reserve funds, rebate obligations, or other amounts payable with respect to Florida Forever bonds issued pursuant to s. 215.618. The amount used for such purposes may not exceed $300 million in each fiscal year. It is the intent of the Legislature that all bonds issued to fund the Florida Forever Act be retired by December 31, 2040. Except for bonds issued to refund previously issued bonds, no series of bonds may be issued pursuant to this paragraph unless such bonds are approved and the debt service for the remainder of the fiscal year in which the bonds are issued is specifically appropriated in the General Appropriations Act or other law with respect to bonds issued for the purposes of s. 373.4598.

(b) Payment of debt service or funding of debt service reserve funds, rebate obligations, or other amounts due with

respect to Everglades restoration bonds issued pursuant to s. 215.619. Taxes distributed under paragraph (a) and this paragraph must be collectively distributed on a pro rata basis when the available moneys under this subsection are not sufficient to cover the amounts required under paragraph (a) and this paragraph.

Bonds issued pursuant to s. 215.618 or s. 215.619 are equally and ratably secured by moneys distributable to the Land Acquisition Trust Fund.

(4) After the required distributions to the Land Acquisition Trust Fund pursuant to subsections (1) and (2), the lesser of 8 percent of the remainder or $150 million in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund and shall be expended pursuant to s. 420.50871. If 8 percent of the remainder is greater than $150 million in any fiscal year, the difference between 8 percent of the remainder and $150 million shall be paid into the State Treasury to the credit of the General Revenue Fund. ~~and deduction of the service charge imposed pursuant to s. 215.20(1),~~ The remainder shall be distributed as follows:

(a) The lesser of 20.5453 percent of the remainder or $466.75 million in each fiscal year shall be paid into the State Treasury to the credit of the State Transportation Trust Fund. Notwithstanding any other law, the amount credited to the State Transportation Trust Fund shall be used for:

1. Capital funding for the New Starts Transit Program, authorized by Title 49, U.S.C. s. 5309 and specified in s. 341.051, in the amount of 10 percent of the funds;

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

2. The Small County Outreach Program specified in s. 339.2818, in the amount of 10 percent of the funds;

3. The Strategic Intermodal System specified in ss. 339.61, 339.62, 339.63, and 339.64, in the amount of 75 percent of the funds after deduction of the payments required pursuant to subparagraphs 1. and 2.; and

4. The Transportation Regional Incentive Program specified in s. 339.2819, in the amount of 25 percent of the funds after deduction of the payments required pursuant to subparagraphs 1. and 2. The first $60 million of the funds allocated pursuant to this subparagraph shall be allocated annually to the Florida Rail Enterprise for the purposes established in s. 341.303(5).

(b) The lesser of 0.1456 percent of the remainder or $3.25 million in each fiscal year shall be paid into the State Treasury to the credit of the Grants and Donations Trust Fund in the Department of Economic Opportunity to fund technical assistance to local governments.

Moneys distributed pursuant to paragraphs (a) and (b) may not be pledged for debt service unless such pledge is approved by referendum of the voters.

(c) An amount equaling 4.5 percent of the remainder in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund. The funds shall be used as follows:

1. Half of that amount shall be used for the purposes for which the State Housing Trust Fund was created and exists by law.

2. Half of that amount shall be paid into the State

Treasury to the credit of the Local Government Housing Trust Fund and used for the purposes for which the Local Government Housing Trust Fund was created and exists by law.

(d) An amount equaling 5.20254 percent of the remainder in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund. Of such funds:

1. Twelve and one-half percent of that amount shall be deposited into the State Housing Trust Fund and expended by the Department of Economic Opportunity and the Florida Housing Finance Corporation for the purposes for which the State Housing Trust Fund was created and exists by law.

2. Eighty-seven and one-half percent of that amount shall be distributed to the Local Government Housing Trust Fund and used for the purposes for which the Local Government Housing Trust Fund was created and exists by law. Funds from this category may also be used to provide for state and local services to assist the homeless.

(e) The lesser of 0.017 percent of the remainder or $300,000 in each fiscal year shall be paid into the State Treasury to the credit of the General Inspection Trust Fund to be used to fund oyster management and restoration programs as provided in s. 379.362(3).

(f) A total of $75 million shall be paid into the State Treasury to the credit of the State Economic Enhancement and Development Trust Fund within the Department of Economic Opportunity.

(g) An amount equaling 5.4175 percent of the remainder shall be paid into the Resilient Florida Trust Fund to be used for the purposes for which the Resilient Florida Trust Fund was

created and exists by law. Funds may be used for planning and project grants.

(h) An amount equaling 5.4175 percent of the remainder shall be paid into the Water Protection and Sustainability Program Trust Fund to be used to fund wastewater grants as specified in s. 403.0673.

(5) Notwithstanding s. 215.32(2)(b)4.a., funds distributed to the State Housing Trust Fund and expended pursuant to s. 420.50871 and funds distributed to the State Housing Trust Fund and the Local Government Housing Trust Fund pursuant to paragraphs (4)(c) and (d) ~~paragraph (4)(c)~~ may not be transferred to the General Revenue Fund in the General Appropriations Act.

(6) After the distributions provided in the preceding subsections, any remaining taxes shall be paid into the State Treasury to the credit of the General Revenue Fund.

Section 11. The amendments made by this act to s. 201.15, Florida Statutes, expire on July 1, 2033, and the text of that section shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act must be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of the text which expire pursuant to this section.

Section 12. Paragraph (p) of subsection (5) of section 212.08, Florida Statutes, is amended, and paragraph (v) is added to that subsection, to read:

212.08 Sales, rental, use, consumption, distribution, and storage tax; specified exemptions.—The sale at retail, the rental, the use, the consumption, the distribution, and the

storage to be used or consumed in this state of the following are hereby specifically exempt from the tax imposed by this chapter.

(5) EXEMPTIONS; ACCOUNT OF USE.—

(p) *Community contribution tax credit for donations.*—

1. Authorization.—Persons who are registered with the department under s. 212.18 to collect or remit sales or use tax and who make donations to eligible sponsors are eligible for tax credits against their state sales and use tax liabilities as provided in this paragraph:

a. The credit shall be computed as 50 percent of the person’s approved annual community contribution.

b. The credit shall be granted as a refund against state sales and use taxes reported on returns and remitted in the 12 months preceding the date of application to the department for the credit as required in sub-subparagraph 3.c. If the annual credit is not fully used through such refund because of insufficient tax payments during the applicable 12-month period, the unused amount may be included in an application for a refund made pursuant to sub-subparagraph 3.c. in subsequent years against the total tax payments made for such year. Carryover credits may be applied for a 3-year period without regard to any time limitation that would otherwise apply under s. 215.26.

c. A person may not receive more than $200,000 in annual tax credits for all approved community contributions made in any one year.

d. All proposals for the granting of the tax credit require the prior approval of the Department of Economic Opportunity.

e. The total amount of tax credits which may be granted for

all programs approved under this paragraph and ss. 220.183 and 624.5105 is $25 ~~$14.5~~ million in the 2023-2024 ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households and $4.5 million in the 2022-2023 fiscal year and in each fiscal year thereafter for all other projects. As used in this paragraph, the term "person with special needs" has the same meaning as in s. 420.0004 and the terms "low-income person," "low-income household," "very-low-income person," and "very-low-income household" have the same meanings as in s. 420.9071.

f. A person who is eligible to receive the credit provided in this paragraph, s. 220.183, or s. 624.5105 may receive the credit only under one section of the person's choice.

2. Eligibility requirements.—

a. A community contribution by a person must be in the following form:

(I) Cash or other liquid assets;

(II) Real property, including 100 percent ownership of a real property holding company;

(III) Goods or inventory; or

(IV) Other physical resources identified by the Department of Economic Opportunity.

For purposes of this sub-subparagraph, the term "real property holding company" means a Florida entity, such as a Florida limited liability company, that is wholly owned by the person; is the sole owner of real property, as defined in s.

192.001(12), located in this ~~the~~ state; is disregarded as an entity for federal income tax purposes pursuant to 26 C.F.R. s. 301.7701-3(b)(1)(ii); and at the time of contribution to an eligible sponsor, has no material assets other than the real property and any other property that qualifies as a community contribution.

b. All community contributions must be reserved exclusively for use in a project. As used in this sub-subparagraph, the term "project" means activity undertaken by an eligible sponsor which is designed to construct, improve, or substantially rehabilitate housing that is affordable to low-income households or very-low-income households; designed to provide housing opportunities for persons with special needs; designed to provide commercial, industrial, or public resources and facilities; or designed to improve entrepreneurial and job-development opportunities for low-income persons. A project may be the investment necessary to increase access to high-speed broadband capability in a rural community that had an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, including projects that result in improvements to communications assets that are owned by a business. A project may include the provision of museum educational programs and materials that are directly related to a project approved between January 1, 1996, and December 31, 1999, and located in an area which was in an enterprise zone designated pursuant to s. 290.0065 as of May 1, 2015. This paragraph does not preclude projects that propose to construct or rehabilitate housing for low-income households or very-low-income households on scattered sites or housing opportunities for persons with special needs. With respect to housing,

contributions may be used to pay the following eligible special needs, low-income, and very-low-income housing-related activities:

(I) Project development impact and management fees for special needs, low-income, or very-low-income housing projects;

(II) Down payment and closing costs for persons with special needs, low-income persons, and very-low-income persons;

(III) Administrative costs, including housing counseling and marketing fees, not to exceed 10 percent of the community contribution, directly related to special needs, low-income, or very-low-income projects; and

(IV) Removal of liens recorded against residential property by municipal, county, or special district local governments if satisfaction of the lien is a necessary precedent to the transfer of the property to a low-income person or very-low-income person for the purpose of promoting home ownership. Contributions for lien removal must be received from a nonrelated third party.

c. The project must be undertaken by an "eligible sponsor," which includes:

(I) A community action program;

(II) A nonprofit community-based development organization whose mission is the provision of housing for persons with special needs, low-income households, or very-low-income households or increasing entrepreneurial and job-development opportunities for low-income persons;

(III) A neighborhood housing services corporation;

(IV) A local housing authority created under chapter 421;

(V) A community redevelopment agency created under s.

163.356;

(VI) A historic preservation district agency or organization;

(VII) A local workforce development board;

(VIII) A direct-support organization as provided in s. 1009.983;

(IX) An enterprise zone development agency created under s. 290.0056;

(X) A community-based organization incorporated under chapter 617 which is recognized as educational, charitable, or scientific pursuant to s. 501(c)(3) of the Internal Revenue Code and whose bylaws and articles of incorporation include affordable housing, economic development, or community development as the primary mission of the corporation;

(XI) Units of local government;

(XII) Units of state government; or

(XIII) Any other agency that the Department of Economic Opportunity designates by rule.

A contributing person may not have a financial interest in the eligible sponsor.

d. The project must be located in an area which was in an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, or a Front Porch Florida Community, unless the project increases access to high-speed broadband capability in a rural community that had an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, but is physically located outside the designated rural zone boundaries. Any project designed to construct or rehabilitate housing for low-income households or

very-low-income households or housing opportunities for persons with special needs is exempt from the area requirement of this sub-subparagraph.

e.(I) If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for less than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant tax credits for those applications and grant remaining tax credits on a first-come, first-served basis for subsequent eligible applications received before the end of the state fiscal year. If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for more than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant the tax credits for those applications as follows:

(A) If tax credit applications submitted for approved projects of an eligible sponsor do not exceed $200,000 in total, the credits shall be granted in full if the tax credit applications are approved.

(B) If tax credit applications submitted for approved projects of an eligible sponsor exceed $200,000 in total, the amount of tax credits granted pursuant to sub-sub-sub-subparagraph (A) shall be subtracted from the amount of available tax credits, and the remaining credits shall be

granted to each approved tax credit application on a pro rata basis.

(II) If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects other than those that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for less than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant tax credits for those applications and shall grant remaining tax credits on a first-come, first-served basis for subsequent eligible applications received before the end of the state fiscal year. If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects other than those that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for more than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant the tax credits for those applications on a pro rata basis.

3. Application requirements.—

a. An eligible sponsor seeking to participate in this program must submit a proposal to the Department of Economic Opportunity which sets forth the name of the sponsor, a description of the project, and the area in which the project is located, together with such supporting information as is prescribed by rule. The proposal must also contain a resolution from the local governmental unit in which the project is located certifying that the project is consistent with local plans and

regulations.

b. A person seeking to participate in this program must submit an application for tax credit to the Department of Economic Opportunity which sets forth the name of the sponsor; a description of the project; and the type, value, and purpose of the contribution. The sponsor shall verify, in writing, the terms of the application and indicate its receipt of the contribution, and such verification must accompany the application for tax credit. The person must submit a separate tax credit application to the Department of Economic Opportunity for each individual contribution that it makes to each individual project.

c. A person who has received notification from the Department of Economic Opportunity that a tax credit has been approved must apply to the department to receive the refund. Application must be made on the form prescribed for claiming refunds of sales and use taxes and be accompanied by a copy of the notification. A person may submit only one application for refund to the department within a 12-month period.

4. Administration.—

a. The Department of Economic Opportunity may adopt rules necessary to administer this paragraph, including rules for the approval or disapproval of proposals by a person.

b. The decision of the Department of Economic Opportunity must be in writing, and, if approved, the notification shall state the maximum credit allowable to the person. Upon approval, the Department of Economic Opportunity shall transmit a copy of the decision to the department.

c. The Department of Economic Opportunity shall

periodically monitor all projects in a manner consistent with available resources to ensure that resources are used in accordance with this paragraph; however, each project must be reviewed at least once every 2 years.

d. The Department of Economic Opportunity shall, in consultation with the statewide and regional housing and financial intermediaries, market the availability of the community contribution tax credit program to community-based organizations.

(v) *Building materials used in construction of affordable housing units.*—

1. As used in this paragraph, the term:

a. "Affordable housing development" means property that has units subject to an agreement with the Florida Housing Finance Corporation pursuant to chapter 420 recorded in the official records of the county in which the property is located to provide affordable housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004.

b. "Building materials" means tangible personal property that becomes a component part of eligible residential units in an affordable housing development. The term includes appliances and does not include plants, landscaping, fencing, and hardscaping.

c. "Eligible residential units" means newly constructed units within an affordable housing development which are restricted under the land use restriction agreement.

d. "Newly constructed" means improvements to real property which did not previously exist or the construction of a new

improvement where an old improvement was removed. The term does not include the renovation, restoration, rehabilitation, modification, alteration, or expansion of buildings already located on the parcel on which the eligible residential unit is built.

e. "Real property" has the same meaning as provided in s. 192.001(12).

f. "Substantially completed" has the same meaning as in s. 192.042(1).

2. Building materials used in eligible residential units are exempt from the tax imposed by this chapter if an owner demonstrates to the satisfaction of the department that the requirements of this paragraph have been met. Except as provided in subparagraph 3., this exemption inures to the owner at the time an eligible residential unit is substantially completed, but only through a refund of previously paid taxes. To receive a refund pursuant to this paragraph, the owner of the eligible residential units must file an application with the department. The application must include all of the following:

a. The name and address of the person claiming the refund.

b. An address and assessment roll parcel number of the real property that was improved for which a refund of previously paid taxes is being sought.

c. A description of the eligible residential units for which a refund of previously paid taxes is being sought, including the number of such units.

d. A copy of a valid building permit issued by the county or municipal building department for the eligible residential units.

e. A sworn statement, under penalty of perjury, from the general contractor licensed in this state with whom the owner contracted to build the eligible residential units which specifies the building materials, the actual cost of the building materials, and the amount of sales tax paid in this state on the building materials, and which states that the improvement to the real property was newly constructed. If a general contractor was not used, the owner must make the sworn statement required by this sub-subparagraph. Copies of the invoices evidencing the actual cost of the building materials and the amount of sales tax paid on such building materials must be attached to the sworn statement provided by the general contractor or by the owner. If copies of such invoices are not attached, the cost of the building materials is deemed to be an amount equal to 40 percent of the increase in the final assessed value of the eligible residential units for ad valorem tax purposes less the most recent assessed value of land for the units.

f. A certification by the local building code inspector that the eligible residential unit is substantially completed.

g. A copy of the land use restriction agreement with the Florida Housing Finance Corporation for the eligible residential units.

3. The exemption under this paragraph inures to a municipality, county, other governmental unit or agency, or nonprofit community-based organization through a refund of previously paid taxes if the building materials are paid for from the funds of a community development block grant, the State Housing Initiatives Partnership Program, or a similar grant or

loan program. To receive a refund, a municipality, county, other governmental unit or agency, or nonprofit community-based organization must submit an application that includes the same information required under subparagraph 2. In addition, the applicant must include a sworn statement signed by the chief executive officer of the municipality, county, other governmental unit or agency, or nonprofit community-based organization seeking a refund which states that the building materials for which a refund is sought were funded by a community development block grant, the State Housing Initiatives Partnership Program, or a similar grant or loan program.

4. The person seeking a refund must submit an application for refund to the department within 6 months after the eligible residential unit is deemed to be substantially completed by the local building code inspector or by November 1 after the improved property is first subject to assessment.

5. Only one exemption through a refund of previously paid taxes may be claimed for any eligible residential unit. A refund may not be granted unless the amount to be refunded exceeds $500. A refund may not exceed the lesser of $5,000 or 97.5 percent of the Florida sales or use tax paid on the cost of building materials as determined pursuant to sub-subparagraph 2.e. The department shall issue a refund within 30 days after it formally approves a refund application.

6. The department may adopt rules governing the manner and format of refund applications and may establish guidelines as to the requisites for an affirmative showing of qualification for exemption under this paragraph.

7. This exemption under this paragraph applies to sales of

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building materials that occur on or after July 1, 2023.

Section 13. Subsection (24) is added to section 213.053, Florida Statutes, to read:

213.053 Confidentiality and information sharing.—

(24) The department may make available to the Florida Housing Finance Corporation, exclusively for official purposes, information for the purpose of administering the Live Local Program pursuant to s. 420.50872.

Section 14. Section 215.212, Florida Statutes, is created to read:

215.212 Service charge elimination.—

(1) Notwithstanding s. 215.20(1), the service charge provided in s. 215.20(1) may not be deducted from the proceeds of the taxes distributed under s. 201.15.

(2) This section is repealed July 1, 2033.

Section 15. Paragraph (i) of subsection (1) of section 215.22, Florida Statutes, is amended to read:

215.22 Certain income and certain trust funds exempt.—

(1) The following income of a revenue nature or the following trust funds shall be exempt from the appropriation required by s. 215.20(1):

(i) Bond proceeds or revenues dedicated for bond repayment~~, except for the Documentary Stamp Clearing Trust Fund administered by the Department of Revenue~~.

Section 16. The amendment made by this act to s. 215.22, Florida Statutes, expires on July 1, 2033, and the text of that section shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act must be preserved and continue to operate to the extent

that such amendments are not dependent upon the portions of the text which expire pursuant to this section.

Section 17. Subsection (8) of section 220.02, Florida Statutes, is amended to read:

220.02 Legislative intent.—

(8) It is the intent of the Legislature that credits against either the corporate income tax or the franchise tax be applied in the following order: those enumerated in s. 631.828, those enumerated in s. 220.191, those enumerated in s. 220.181, those enumerated in s. 220.183, those enumerated in s. 220.182, those enumerated in s. 220.1895, those enumerated in s. 220.195, those enumerated in s. 220.184, those enumerated in s. 220.186, those enumerated in s. 220.1845, those enumerated in s. 220.19, those enumerated in s. 220.185, those enumerated in s. 220.1875, those enumerated in s. 220.1876, those enumerated in s. 220.1877, those enumerated in s. 220.1878, those enumerated in s. 220.193, those enumerated in s. 288.9916, those enumerated in s. 220.1899, those enumerated in s. 220.194, those enumerated in s. 220.196, those enumerated in s. 220.198, and those enumerated in s. 220.1915.

Section 18. Paragraph (a) of subsection (1) of section 220.13, Florida Statutes, is amended to read:

220.13 "Adjusted federal income" defined.—

(1) The term "adjusted federal income" means an amount equal to the taxpayer's taxable income as defined in subsection (2), or such taxable income of more than one taxpayer as provided in s. 220.131, for the taxable year, adjusted as follows:

(a) *Additions.*—There shall be added to such taxable income:

1. a. The amount of any tax upon or measured by income, excluding taxes based on gross receipts or revenues, paid or accrued as a liability to the District of Columbia or any state of the United States which is deductible from gross income in the computation of taxable income for the taxable year.

b. Notwithstanding sub-subparagraph a., if a credit taken under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878 is added to taxable income in a previous taxable year under subparagraph 11. and is taken as a deduction for federal tax purposes in the current taxable year, the amount of the deduction allowed shall not be added to taxable income in the current year. The exception in this sub-subparagraph is intended to ensure that the credit under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878 is added in the applicable taxable year and does not result in a duplicate addition in a subsequent year.

2. The amount of interest which is excluded from taxable income under s. 103(a) of the Internal Revenue Code or any other federal law, less the associated expenses disallowed in the computation of taxable income under s. 265 of the Internal Revenue Code or any other law, excluding 60 percent of any amounts included in alternative minimum taxable income, as defined in s. 55(b)(2) of the Internal Revenue Code, if the taxpayer pays tax under s. 220.11(3).

3. In the case of a regulated investment company or real estate investment trust, an amount equal to the excess of the net long-term capital gain for the taxable year over the amount of the capital gain dividends attributable to the taxable year.

4. That portion of the wages or salaries paid or incurred

for the taxable year which is equal to the amount of the credit allowable for the taxable year under s. 220.181. This subparagraph shall expire on the date specified in s. 290.016 for the expiration of the Florida Enterprise Zone Act.

5. That portion of the ad valorem school taxes paid or incurred for the taxable year which is equal to the amount of the credit allowable for the taxable year under s. 220.182. This subparagraph shall expire on the date specified in s. 290.016 for the expiration of the Florida Enterprise Zone Act.

6. The amount taken as a credit under s. 220.195 which is deductible from gross income in the computation of taxable income for the taxable year.

7. That portion of assessments to fund a guaranty association incurred for the taxable year which is equal to the amount of the credit allowable for the taxable year.

8. In the case of a nonprofit corporation which holds a pari-mutuel permit and which is exempt from federal income tax as a farmers' cooperative, an amount equal to the excess of the gross income attributable to the pari-mutuel operations over the attributable expenses for the taxable year.

9. The amount taken as a credit for the taxable year under s. 220.1895.

10. Up to nine percent of the eligible basis of any designated project which is equal to the credit allowable for the taxable year under s. 220.185.

11. Any amount taken as a credit for the taxable year under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878. The addition in this subparagraph is intended to ensure that the same amount is not allowed for the tax purposes of this state as

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both a deduction from income and a credit against the tax. This addition is not intended to result in adding the same expense back to income more than once.

12. The amount taken as a credit for the taxable year under s. 220.193.

13. Any portion of a qualified investment, as defined in s. 288.9913, which is claimed as a deduction by the taxpayer and taken as a credit against income tax pursuant to s. 288.9916.

14. The costs to acquire a tax credit pursuant to s. 288.1254(5) that are deducted from or otherwise reduce federal taxable income for the taxable year.

15. The amount taken as a credit for the taxable year pursuant to s. 220.194.

16. The amount taken as a credit for the taxable year under s. 220.196. The addition in this subparagraph is intended to ensure that the same amount is not allowed for the tax purposes of this state as both a deduction from income and a credit against the tax. The addition is not intended to result in adding the same expense back to income more than once.

17. The amount taken as a credit for the taxable year pursuant to s. 220.198.

18. The amount taken as a credit for the taxable year pursuant to s. 220.1915.

Section 19. Paragraph (c) of subsection (1) of section 220.183, Florida Statutes, is amended to read:

220.183 Community contribution tax credit.—

(1) AUTHORIZATION TO GRANT COMMUNITY CONTRIBUTION TAX CREDITS; LIMITATIONS ON INDIVIDUAL CREDITS AND PROGRAM SPENDING.—

(c) The total amount of tax credit which may be granted for all programs approved under this section and ss. 212.08(5)(p) and 624.5105 is $25 ~~$14.5~~ million in the 2023-2024 ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs as defined in s. 420.0004 and homeownership opportunities for low-income households or very-low-income households as defined in s. 420.9071 and $4.5 million in the 2022-2023 fiscal year and in each fiscal year thereafter for all other projects.

Section 20. Subsection (2) of section 220.186, Florida Statutes, is amended to read:

220.186 Credit for Florida alternative minimum tax.—

(2) The credit pursuant to this section shall be the amount of the excess, if any, of the tax paid based upon taxable income determined pursuant to s. 220.13(2)(k) over the amount of tax which would have been due based upon taxable income without application of s. 220.13(2)(k), before application of this credit without application of any credit under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878.

Section 21. Section 220.1878, Florida Statutes, is created to read:

220.1878 Credit for contributions to the Live Local Program.—

(1) For taxable years beginning on or after January 1, 2023, there is allowed a credit of 100 percent of an eligible contribution made to the Live Local Program under s. 420.50872 against any tax due for a taxable year under this chapter after the application of any other allowable credits by the taxpayer. An eligible contribution must be made to the Live Local Program

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on or before the date the taxpayer is required to file a return pursuant to s. 220.222. The credit granted by this section must be reduced by the difference between the amount of federal corporate income tax, taking into account the credit granted by this section, and the amount of federal corporate income tax without application of the credit granted by this section.

(2) A taxpayer who files a Florida consolidated return as a member of an affiliated group pursuant to s. 220.131(1) may be allowed the credit on a consolidated return basis; however, the total credit taken by the affiliated group is subject to the limitation established under subsection (1).

(3) Section 420.50872 applies to the credit authorized by this section.

(4) If a taxpayer applies and is approved for a credit under s. 420.50872 after timely requesting an extension to file under s. 220.222(2):

(a) The credit does not reduce the amount of tax due for purposes of the department's determination as to whether the taxpayer was in compliance with the requirement to pay tentative taxes under ss. 220.222 and 220.32.

(b) The taxpayer's noncompliance with the requirement to pay tentative taxes shall result in the revocation and rescindment of any such credit.

(c) The taxpayer shall be assessed for any taxes, penalties, or interest due from the taxpayer's noncompliance with the requirement to pay tentative taxes.

Section 22. Paragraph (c) of subsection (2) of section 220.222, Florida Statutes, is amended to read:

220.222 Returns; time and place for filing.—

(2)

(c)1. For purposes of this subsection, a taxpayer is not in compliance with s. 220.32 if the taxpayer underpays the required payment by more than the greater of $2,000 or 30 percent of the tax shown on the return when filed.

2. For the purpose of determining compliance with s. 220.32 as referenced in subparagraph 1., the tax shown on the return when filed must include the amount of the allowable credits taken on the return pursuant to s. 220.1878.

Section 23. Subsection (5) of section 253.034, Florida Statutes, is amended to read:

253.034 State-owned lands; uses.—

(5) Each manager of conservation lands shall submit to the Division of State Lands a land management plan at least every 10 years in a form and manner adopted by rule of the board of trustees and in accordance with s. 259.032. Each manager of conservation lands shall also update a land management plan whenever the manager proposes to add new facilities or make substantive land use or management changes that were not addressed in the approved plan, or within 1 year after the addition of significant new lands. Each manager of nonconservation lands shall submit to the Division of State Lands a land use plan at least every 10 years in a form and manner adopted by rule of the board of trustees. The division shall review each plan for compliance with the requirements of this subsection and the requirements of the rules adopted by the board of trustees pursuant to this section. All nonconservation land use plans, whether for single-use or multiple-use properties, shall be managed to provide the greatest benefit to

the state. Plans for managed areas larger than 1,000 acres shall contain an analysis of the multiple-use potential of the property which includes the potential of the property to generate revenues to enhance the management of the property. In addition, the plan shall contain an analysis of the potential use of private land managers to facilitate the restoration or management of these lands and whether nonconservation lands would be more appropriately transferred to the county or municipality in which the land is located for the purpose of providing affordable multifamily rental housing that meets the criteria of s. 420.0004(3). If a newly acquired property has a valid conservation plan that was developed by a soil and conservation district, such plan shall be used to guide management of the property until a formal land use plan is completed.

(a) State conservation lands shall be managed to ensure the conservation of this ~~the~~ state's plant and animal species and to ensure the accessibility of state lands for the benefit and enjoyment of all people of this ~~the~~ state, both present and future. Each land management plan for state conservation lands shall provide a desired outcome, describe both short-term and long-term management goals, and include measurable objectives to achieve those goals. Short-term goals shall be achievable within a 2-year planning period, and long-term goals shall be achievable within a 10-year planning period. These short-term and long-term management goals shall be the basis for all subsequent land management activities.

(b) Short-term and long-term management goals for state conservation lands shall include measurable objectives for the

following, as appropriate:

1. Habitat restoration and improvement.

2. Public access and recreational opportunities.

3. Hydrological preservation and restoration.

4. Sustainable forest management.

5. Exotic and invasive species maintenance and control.

6. Capital facilities and infrastructure.

7. Cultural and historical resources.

8. Imperiled species habitat maintenance, enhancement, restoration, or population restoration.

(c) The land management plan shall, at a minimum, contain the following elements:

1. A physical description of the land.

2. A quantitative data description of the land which includes an inventory of forest and other natural resources; exotic and invasive plants; hydrological features; infrastructure, including recreational facilities; and other significant land, cultural, or historical features. The inventory shall reflect the number of acres for each resource and feature, when appropriate. The inventory shall be of such detail that objective measures and benchmarks can be established for each tract of land and monitored during the lifetime of the plan. All quantitative data collected shall be aggregated, standardized, collected, and presented in an electronic format to allow for uniform management reporting and analysis. The information collected by the Department of Environmental Protection pursuant to s. 253.0325(2) shall be available to the land manager and his or her assignee.

3. A detailed description of each short-term and long-term

land management goal, the associated measurable objectives, and the related activities that are to be performed to meet the land management objectives. Each land management objective must be addressed by the land management plan, and if practicable, a land management objective may not be performed to the detriment of the other land management objectives.

4. A schedule of land management activities which contains short-term and long-term land management goals and the related measurable objective and activities. The schedule shall include for each activity a timeline for completion, quantitative measures, and detailed expense and manpower budgets. The schedule shall provide a management tool that facilitates development of performance measures.

5. A summary budget for the scheduled land management activities of the land management plan. For state lands containing or anticipated to contain imperiled species habitat, the summary budget shall include any fees anticipated from public or private entities for projects to offset adverse impacts to imperiled species or such habitat, which fees shall be used solely to restore, manage, enhance, repopulate, or acquire imperiled species habitat. The summary budget shall be prepared in such manner that it facilitates computing an aggregate of land management costs for all state-managed lands using the categories described in s. 259.037(3).

(d) Upon completion, the land management plan must be transmitted to the Acquisition and Restoration Council for review. The council shall have 90 days after receipt of the plan to review the plan and submit its recommendations to the board of trustees. During the review period, the land management plan

may be revised if agreed to by the primary land manager and the council taking into consideration public input. The land management plan becomes effective upon approval by the board of trustees.

(e) Land management plans are to be updated every 10 years on a rotating basis. Each updated land management plan must identify any conservation lands under the plan, in part or in whole, that are no longer needed for conservation purposes and could be disposed of in fee simple or with the state retaining a permanent conservation easement.

(f) In developing land management plans, at least one public hearing shall be held in any one affected county.

(g) The Division of State Lands shall make available to the public an electronic copy of each land management plan for parcels that exceed 160 acres in size. The division shall review each plan for compliance with the requirements of this subsection, the requirements of chapter 259, and the requirements of the rules adopted by the board of trustees pursuant to this section. The Acquisition and Restoration Council shall also consider the propriety of the recommendations of the managing entity with regard to the future use of the property, the protection of fragile or nonrenewable resources, the potential for alternative or multiple uses not recognized by the managing entity, and the possibility of disposal of the property by the board of trustees. After its review, the council shall submit the plan, along with its recommendations and comments, to the board of trustees. The council shall specifically recommend to the board of trustees whether to approve the plan as submitted, approve the plan with

modifications, or reject the plan. If the council fails to make a recommendation for a land management plan, the Secretary of Environmental Protection, Commissioner of Agriculture, or executive director of the Fish and Wildlife Conservation Commission or their designees shall submit the land management plan to the board of trustees.

(h) The board of trustees shall consider the land management plan submitted by each entity and the recommendations of the Acquisition and Restoration Council and the Division of State Lands and shall approve the plan with or without modification or reject such plan. The use or possession of any such lands that is not in accordance with an approved land management plan is subject to termination by the board of trustees.

(i)1. State nonconservation lands shall be managed to provide the greatest benefit to the state. State nonconservation lands may be grouped by similar land use types under one land use plan. Each land use plan shall, at a minimum, contain the following elements:

a. A physical description of the land to include any significant natural or cultural resources as well as management strategies developed by the land manager to protect such resources.

b. A desired development outcome.

c. A schedule for achieving the desired development outcome.

d. A description of both short-term and long-term development goals.

e. A management and control plan for invasive nonnative

plants.

f. A management and control plan for soil erosion and soil and water contamination.

g. Measureable objectives to achieve the goals identified in the land use plan.

2. Short-term goals shall be achievable within a 5-year planning period and long-term goals shall be achievable within a 10-year planning period.

3. The use or possession of any such lands that is not in accordance with an approved land use plan is subject to termination by the board of trustees.

4. Land use plans submitted by a manager shall include reference to appropriate statutory authority for such use or uses and shall conform to the appropriate policies and guidelines of the state land management plan.

Section 24. Subsection (1) of section 253.0341, Florida Statutes, is amended to read:

253.0341 Surplus of state-owned lands.—

(1) The board of trustees shall determine which lands, the title to which is vested in the board, may be surplused. For all conservation lands, the Acquisition and Restoration Council shall make a recommendation to the board of trustees, and the board of trustees shall determine whether the lands are no longer needed for conservation purposes. If the board of trustees determines the lands are no longer needed for conservation purposes, it may dispose of such lands by an affirmative vote of at least three members. In the case of a land exchange involving the disposition of conservation lands, the board of trustees must determine by an affirmative vote of

at least three members that the exchange will result in a net positive conservation benefit. For all nonconservation lands, the board of trustees shall determine whether the lands are no longer needed. If the board of trustees determines the lands are no longer needed, it may dispose of such lands by an affirmative vote of at least three members. Local government requests for the state to surplus conservation or nonconservation lands, whether for purchase, ~~or~~ exchange, or any other means of transfer, must ~~shall~~ be expedited throughout the surplusing process. Property jointly acquired by the state and other entities may not be surplused without the consent of all joint owners.

Section 25. Subsection (2) of section 288.101, Florida Statutes, is amended to read:

288.101 Florida Job Growth Grant Fund.—

(2) The department and Enterprise Florida, Inc., may identify projects, solicit proposals, and make funding recommendations to the Governor, who is authorized to approve:

(a) State or local public infrastructure projects to promote:

1. Economic recovery in specific regions of this ~~the~~ state;~~,~~

2. Economic diversification;~~,~~ or

3. Economic enhancement in a targeted industry.

(b) State or local public infrastructure projects to facilitate the development or construction of affordable housing. This paragraph is repealed July 1, 2033.

(c) Infrastructure funding to accelerate the rehabilitation of the Herbert Hoover Dike. The department or the South Florida

Water Management District may enter into agreements, as necessary, with the United States Army Corps of Engineers to implement this paragraph.

(d) ~~(c)~~ Workforce training grants to support programs at state colleges and state technical centers that provide participants with transferable, sustainable workforce skills applicable to more than a single employer, and for equipment associated with these programs. The department shall work with CareerSource Florida, Inc., to ensure programs are offered to the public based on criteria established by the state college or state technical center and do not exclude applicants who are unemployed or underemployed.

Section 26. Section 420.0003, Florida Statutes, is amended to read:

(Substantial rewording of section. See s. 420.0003, F.S., for present text.)

420.0003 State housing strategy.—

(1) LEGISLATIVE INTENT.—It is the intent of this act to articulate a state housing strategy that will carry the state toward the goal of ensuring that each Floridian has safe, decent, and affordable housing. This strategy must involve state and local governments working in partnership with communities and the private sector and must involve financial, as well as regulatory, commitment to accomplish this goal.

(2) POLICIES.—

(a) *Housing production and rehabilitation programs.*— Programs to encourage housing production or rehabilitation must be guided by the following general policies, as appropriate for the purpose of the specific program:

1. State and local governments shall provide incentives to encourage the private sector to be the primary delivery vehicle for the development of affordable housing. When possible, state funds should be heavily leveraged to achieve the maximum federal, local, and private commitment of funds and be used to ensure long-term affordability. To the maximum extent possible, state funds should be expended to create new housing stock and be used for repayable loans rather than grants. Local incentives to stimulate private sector development of affordable housing may include establishment of density bonus incentives.

2. State and local governments should consider and implement innovative solutions to housing issues where appropriate. Innovative solutions include, but are not limited to:

a. Utilizing publicly held land to develop affordable housing through state or local land purchases, long-term land leasing, and school district affordable housing programs. To the maximum extent possible, state-owned lands that are appropriate for the development of affordable housing must be made available for that purpose.

b. Community-led planning that focuses on urban infill, flexible zoning, redevelopment of commercial property into mixed-use property, resiliency, and furthering development in areas with preexisting public services, such as wastewater, transit, and schools.

c. Project features that maximize efficiency in land and resource use, such as high density, high rise, and mixed use.

d. Mixed-income projects that facilitate more diverse and successful communities.

e. Modern housing concepts such as manufactured homes, tiny homes, 3D-printed homes, and accessory dwelling units.

3. State funds should be available only to local governments that provide incentives or financial assistance for housing. State funding for housing should not be made available to local governments whose comprehensive plans have been found not in compliance with chapter 163 and who have not entered into a stipulated settlement agreement with the department to bring the plans into compliance. State funds should be made available only for projects consistent with the local government's comprehensive plan.

4. Local governments are encouraged to enter into interlocal agreements, as appropriate, to coordinate strategies and maximize the use of state and local funds.

5. State-funded development should emphasize use of developed land, urban infill, and the transformation of existing infrastructure in order to minimize sprawl, separation of housing from employment, and effects of increased housing on ecological preservation areas. Housing available to the state's workforce should prioritize proximity to employment and services.

(b) *Public-private partnerships.*—Cost-effective public-private partnerships must emphasize production and preservation of affordable housing.

1. Data must be developed and maintained on the affordable housing activities of local governments, community-based organizations, and private developers.

2. The state shall assist local governments and community-based organizations by providing training and technical

assistance.

3. In coordination with local activities and with federal initiatives, the state shall provide incentives for public sector and private sector development of affordable housing.

(c) *Preservation of housing stock.*—The existing stock of affordable housing must be preserved and improved through rehabilitation programs and expanded neighborhood revitalization efforts to promote suitable living environments for individuals and families.

(d) *Unique housing needs.*—The wide range of need for safe, decent, and affordable housing must be addressed, with an emphasis on assisting the neediest persons.

1. State housing programs must promote the self-sufficiency and economic dignity of the people of this state, including elderly persons and persons with disabilities.

2. The housing requirements of special needs populations must be addressed through programs that promote a range of housing options bolstering integration with the community.

3. All housing initiatives and programs must be nondiscriminatory.

4. The geographic distribution of resources must provide for the development of housing in rural and urban areas.

5. The important contribution of public housing to the well-being of citizens in need shall be acknowledged through efforts to continue and bolster existing programs. State and local government funds allocated to enhance public housing must be used to supplement, not supplant, federal support.

(3) IMPLEMENTATION.—The state, in carrying out the strategy articulated in this section, shall have the following duties:

(a) State fiscal resources must be directed to achieve the following programmatic objectives:

1. Effective technical assistance and capacity-building programs must be established at the state and local levels.

2. The Shimberg Center for Housing Studies at the University of Florida shall develop and maintain statewide data on housing needs and production, provide technical assistance relating to real estate development and finance, operate an information clearinghouse on housing programs, and coordinate state housing initiatives with local government and federal programs.

3. The corporation shall maintain a consumer-focused website for connecting tenants with affordable housing.

(b) The long-range program plan of the department must include specific goals, objectives, and strategies that implement the housing policies in this section.

(c) The Shimberg Center for Housing Studies at the University of Florida, in consultation with the department and the corporation, shall perform functions related to the research and planning for affordable housing. Functions must include quantifying affordable housing needs, documenting results of programs administered, and inventorying the supply of affordable housing units made available in this state. The recommendations required in this section and a report of any programmatic modifications made as a result of these policies must be included in the housing report required by s. 420.6075. The report must identify the needs of specific populations, including, but not limited to, elderly persons, persons with disabilities, and persons with special needs, and may recommend

statutory modifications when appropriate.

(d) The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall evaluate affordable housing issues pursuant to the schedule set forth in this paragraph. OPPAGA may coordinate with and rely upon the expertise and research activities of the Shimberg Center for Housing Studies in conducting the evaluations. The analysis may include relevant reports prepared by the Shimberg Center for Housing Studies, the department, the corporation, and the provider of the Affordable Housing Catalyst Program; interviews with the agencies, providers, offices, developers, and other organizations related to the development and provision of affordable housing at the state and local levels; and any other relevant data. When appropriate, each report must recommend policy and statutory modifications for consideration by the Legislature. Each report must be submitted to the President of the Senate and the Speaker of the House of Representatives pursuant to the schedule. OPPAGA shall review and evaluate:

1. By December 15, 2023, and every 5 years thereafter, innovative affordable housing strategies implemented by other states, their effectiveness, and their potential for implementation in this state.

2. By December 15, 2024, and every 5 years thereafter, affordable housing policies enacted by local governments, their effectiveness, and which policies constitute best practices for replication across this state. The report must include a review and evaluation of the extent to which interlocal cooperation is used, effective, or hampered.

3. By December 15, 2025, and every 5 years thereafter,

existing state-level housing rehabilitation, production, preservation, and finance programs to determine their consistency with relevant policies in this section and effectiveness in providing affordable housing. The report must also include an evaluation of the degree of coordination between housing programs of this state, and between state, federal, and local housing activities, and shall recommend improved program linkages when appropriate.

(e) The department and the corporation should conform the administrative rules for each housing program to the policies stated in this section, provided that such changes in the rules are consistent with the statutory intent or requirements for the program. This authority applies only to programs offering loans, grants, or tax credits and only to the extent that state policies are consistent with applicable federal requirements.

Section 27. Subsection (36) of section 420.503, Florida Statutes, is amended to read:

420.503 Definitions.—As used in this part, the term:

(36) "Qualified contract" has the same meaning as in 26 U.S.C. s. 42(h)(6)(F) in effect on the date of the preliminary determination certificate for the low-income housing tax credits for the development that is the subject of the qualified contract request, unless the Internal Revenue Code requires a different statute or regulation to apply to the development. The corporation shall deem a bona fide contract to be a qualified contract at the time the bona fide contract is presented to the owner and the initial ~~second earnest money~~ deposit is deposited in escrow in accordance with the terms of the bona fide contract, and, in such event, the corporation is deemed to have

fulfilled its responsibility to present the owner with a qualified contract.

Section 28. Subsection (3) and paragraph (a) of subsection (4) of section 420.504, Florida Statutes, are amended to read:

420.504 Public corporation; creation, membership, terms, expenses.—

(3) The corporation is a separate budget entity and is not subject to control, supervision, or direction by the department ~~of Economic Opportunity~~ in any manner, including, but not limited to, personnel, purchasing, transactions involving real or personal property, and budgetary matters. The corporation shall consist of a board of directors composed of the Secretary of Economic Opportunity as an ex officio and voting member, or a senior-level agency employee designated by the secretary, one member appointed by the President of the Senate, one member appointed by the Speaker of the House of Representatives, and eight members appointed by the Governor subject to confirmation by the Senate from the following:

(a) One citizen actively engaged in the residential home building industry.

(b) One citizen actively engaged in the banking or mortgage banking industry.

(c) One citizen who is a representative of those areas of labor engaged in home building.

(d) One citizen with experience in housing development who is an advocate for low-income persons.

(e) One citizen actively engaged in the commercial building industry.

(f) One citizen who is a former local government elected

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official.

(g) Two citizens of the state who are not principally employed as members or representatives of any of the groups specified in paragraphs (a)-(f).

(4)(a) Members of the corporation shall be appointed for terms of 4 years, except that any vacancy shall be filled for the unexpired term. Vacancies on the board shall be filled by appointment by the Governor, the President of the Senate, or the Speaker of the House of Representatives, respectively, depending on who appointed the member whose vacancy is to be filled or whose term has expired.

Section 29. Subsection (30) of section 420.507, Florida Statutes, is amended to read:

420.507 Powers of the corporation.—The corporation shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers which are in addition to all other powers granted by other provisions of this part:

(30) To prepare and submit to the Secretary of Economic Opportunity a budget request for purposes of the corporation, which request must ~~shall~~, notwithstanding the provisions of chapter 216 and in accordance with s. 216.351, contain a request for operational expenditures and separate requests for other authorized corporation programs. The request must include, for informational purposes, the amount of state funds necessary to use all federal housing funds anticipated to be received by, or allocated to, the state in the fiscal year in order to maximize the production of new, affordable multifamily housing units in this state. The request need not contain information on the

number of employees, salaries, or any classification thereof, and the approved operating budget therefor need not comply with s. 216.181(8)-(10). The secretary may include within the department's budget request the corporation's budget request in the form as authorized by this section.

Section 30. The amendment made by this act to s. 420.507(30), Florida Statutes, expires July 1, 2033, and the text of that subsection shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act shall be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of text which expire pursuant to this section.

Section 31. Subsection (10) of section 420.5087, Florida Statutes, is amended to read:

420.5087 State Apartment Incentive Loan Program.—There is hereby created the State Apartment Incentive Loan Program for the purpose of providing first, second, or other subordinated mortgage loans or loan guarantees to sponsors, including for-profit, nonprofit, and public entities, to provide housing affordable to very-low-income persons.

(10) The corporation may prioritize a portion of the program funds set aside under paragraph (3)(d) for persons with special needs as defined in s. 420.0004(13) to provide funding for the development of newly constructed permanent rental housing ~~on a campus~~ that provides housing for persons in foster care or persons aging out of foster care pursuant to s. 409.1451. Such housing shall promote and facilitate access to community-based supportive, educational, and employment services and resources that assist persons aging out of foster care to

successfully transition to independent living and adulthood. The corporation must consult with the Department of Children and Families to create minimum criteria for such housing.

Section 32. Section 420.50871, Florida Statutes, is created to read:

420.50871 Allocation of increased revenues derived from amendments to s. 201.15 made by this act.—Funds that result from increased revenues to the State Housing Trust Fund derived from amendments made to s. 201.15 made by this act must be used annually for projects under the State Apartment Incentive Loan Program under s. 420.5087 as set forth in this section, notwithstanding ss. 420.507(48) and (50) and 420.5087(1) and (3). The Legislature intends for these funds to provide for innovative projects that provide affordable and attainable housing for persons and families working, going to school, or living in this state. Projects approved under this section are intended to provide housing that is affordable as defined in s. 420.0004, notwithstanding the income limitations in s. 420.5087(2). Beginning in the 2023-2024 fiscal year and annually for 10 years thereafter:

(1) The corporation shall allocate 70 percent of the funds provided by this section to issue competitive requests for application for the affordable housing project purposes specified in this subsection. The corporation shall finance projects that:

(a) Both redevelop an existing affordable housing development and provide for the construction of a new development within close proximity to the existing development to be rehabilitated. Each project must provide for building the

new affordable housing development first, relocating the tenants of the existing development to the new development, and then demolishing the existing development for reconstruction of an affordable housing development with more overall and affordable units.

(b) Address urban infill, including conversions of vacant, dilapidated, or functionally obsolete buildings or the use of underused commercial property.

(c) Provide for mixed use of the location, incorporating nonresidential uses, such as retail, office, institutional, or other appropriate commercial or nonresidential uses.

(d) Provide housing near military installations in this state, with preference given to projects that incorporate critical services for servicemembers, their families, and veterans, such as mental health treatment services, employment services, and assistance with transition from active-duty service to civilian life.

(2) From the remaining funds, the corporation shall allocate the funds to issue competitive requests for application for any of the following affordable housing purposes specified in this subsection. The corporation shall finance projects that:

(a) Propose using or leasing public lands. Projects that propose to use or lease public lands must include a resolution or other agreement with the unit of government owning the land to use the land for affordable housing purposes.

(b) Address the needs of young adults who age out of the foster care system.

(c) Meet the needs of elderly persons.

(d) Provide housing to meet the needs in areas of rural

opportunity, designated pursuant to s. 288.0656.

(3) Under any request for application under this section, the corporation shall coordinate with the appropriate state department or agency and prioritize projects that provide for mixed-income developments.

(4) This section does not prohibit the corporation from allocating additional funds to the purposes described in this section. In any fiscal year, if the funds allocated by the corporation to any request for application under subsections (1) and (2) are not fully used after the application and award processes are complete, the corporation may use those funds to supplement any future request for application under this section.

(5) This section is repealed June 30, 2033.

Section 33. The Division of Law Revision is directed to replace the phrase "this act" wherever it occurs in s. 420.50871, Florida Statutes, as created by this act, with the assigned chapter number of this act.

Section 34. Section 420.50872, Florida Statutes, is created to read:

420.50872 Live Local Program.—

(1) DEFINITIONS.—As used in this section, the term:

(a) "Annual tax credit amount" means, for any state fiscal year, the sum of the amount of tax credits approved under paragraph (3)(a), including tax credits to be taken under s. 220.1878 or s. 624.51058, which are approved for taxpayers whose taxable years begin on or after January 1 of the calendar year preceding the start of the applicable state fiscal year.

(b) "Eligible contribution" means a monetary contribution

from a taxpayer, subject to the restrictions provided in this section, to the corporation for use in the State Apartment Incentive Loan Program under s. 420.5087. The taxpayer making the contribution may not designate a specific project, property, or geographic area of this state as the beneficiary of the eligible contribution.

(c) "Live Local Program" means the program described in this section whereby eligible contributions are made to the corporation.

(d) "Tax credit cap amount" means the maximum annual tax credit amount that the Department of Revenue may approve for a state fiscal year.

(2) RESPONSIBILITIES OF THE CORPORATION.—The corporation shall:

(a) Expend 100 percent of eligible contributions received under this section for the State Apartment Incentive Loan Program under s. 420.5087. However, the corporation may use up to $25 million of eligible contributions to provide loans for the construction of large-scale projects of significant regional impact. Such projects must include a substantial civic, educational, or health care use and may include a commercial use, any of which must be incorporated within or contiguous to the project property. Such a loan must be made, except as otherwise provided in this subsection, in accordance with the practices and policies of the State Apartment Incentive Loan Program. Such a loan is subject to the competitive application process and may not exceed 25 percent of the total project cost. The corporation must find that the loan provides a unique opportunity for investment alongside local government

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participation that would enable creation of a significant amount of affordable housing. Projects approved under this section are intended to provide housing that is affordable as defined in s. 420.0004, notwithstanding the income limitations in s. 420.5087(2).

(b) Upon receipt of an eligible contribution, provide the taxpayer that made the contribution with a certificate of contribution. A certificate of contribution must include the taxpayer's name; its federal employer identification number, if available; the amount contributed; and the date of contribution.

(c) Within 10 days after issuing a certificate of contribution, provide a copy to the Department of Revenue.

(3) LIVE LOCAL TAX CREDITS; APPLICATIONS, TRANSFERS, AND LIMITATIONS.—

(a) Beginning in the 2023-2024 fiscal year, the tax credit cap amount is $100 million in each state fiscal year.

(b) Beginning October 1, 2023, a taxpayer may submit an application to the Department of Revenue for an allocation of the tax credit cap for tax credits to be taken under either or both of s. 220.1878 or s. 624.51058.

1. The taxpayer shall specify in the application each tax for which the taxpayer requests a credit and the applicable taxable year. For purposes of s. 220.1878, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that year pursuant to s. 220.222. For purposes of s. 624.51058, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that prior taxable year pursuant to ss. 624.509 and 624.5092. The

Department of Revenue shall approve tax credits on a first-come, first-served basis.

2. Within 10 days after approving or denying an application, the Department of Revenue shall provide a copy of its approval or denial letter to the corporation.

(c) If a tax credit approved under paragraph (b) is not fully used for the specified taxable year for credits under s. 220.1878 or s. 624.51058 because of insufficient tax liability on the part of the taxpayer, the unused amount may be carried forward for a period not to exceed 10 taxable years. For purposes of s. 220.1878, a credit carried forward may be used in a subsequent year after applying the other credits and unused carryovers in the order provided in s. 220.02(8).

(d) A taxpayer may not convey, transfer, or assign an approved tax credit or a carryforward tax credit to another entity unless all of the assets of the taxpayer are conveyed, assigned, or transferred in the same transaction. However, a tax credit under s. 220.1878 or s. 624.51058 may be conveyed, transferred, or assigned between members of an affiliated group of corporations if the type of tax credit under s. 220.1878 or s. 624.51058 remains the same. A taxpayer shall notify the Department of Revenue of its intent to convey, transfer, or assign a tax credit to another member within an affiliated group of corporations. The amount conveyed, transferred, or assigned is available to another member of the affiliated group of corporations upon approval by the Department of Revenue.

(e) Within any state fiscal year, a taxpayer may rescind all or part of a tax credit allocation approved under paragraph (b). The amount rescinded must become available for that state

fiscal year to another eligible taxpayer as approved by the Department of Revenue if the taxpayer receives notice from the Department of Revenue that the rescindment has been accepted by the Department of Revenue. Any amount rescinded under this paragraph must become available to an eligible taxpayer on a first-come, first-served basis based on tax credit applications received after the date the rescindment is accepted by the Department of Revenue.

(f) Within 10 days after approving or denying the conveyance, transfer, or assignment of a tax credit under paragraph (d), or the rescindment of a tax credit under paragraph (e), the Department of Revenue shall provide a copy of its approval or denial letter to the corporation.

(g) For purposes of calculating the underpayment of estimated corporate income taxes under s. 220.34 and tax installment payments for taxes on insurance premiums or assessments under s. 624.5092, the final amount due is the amount after credits earned under s. 220.1878 or s. 624.51058 for contributions to eligible charitable organizations are deducted.

1. For purposes of determining if a penalty or interest under s. 220.34(2)(d)1. will be imposed for underpayment of estimated corporate income tax, a taxpayer may, after earning a credit under s. 220.1878, reduce any estimated payment in that taxable year by the amount of the credit.

2. For purposes of determining if a penalty under s. 624.5092 will be imposed, an insurer, after earning a credit under s. 624.51058 for a taxable year, may reduce any installment payment for such taxable year of 27 percent of the

amount of the net tax due as reported on the return for the preceding year under s. 624.5092(2)(b) by the amount of the credit.

(4) PRESERVATION OF CREDIT.—If any provision or portion of this section, s. 220.1878, or s. 624.51058 or the application thereof to any person or circumstance is held unconstitutional by any court or is otherwise declared invalid, the unconstitutionality or invalidity does not affect any credit earned under s. 220.1878 or s. 624.51058 by any taxpayer with respect to any contribution paid to the Live Local Program before the date of a determination of unconstitutionality or invalidity. The credit must be allowed at such time and in such a manner as if a determination of unconstitutionality or invalidity had not been made, provided that nothing in this subsection by itself or in combination with any other provision of law may result in the allowance of any credit to any taxpayer in excess of $1 of credit for each dollar paid to an eligible charitable organization.

(5) ADMINISTRATION; RULES.—

(a) The Department of Revenue and the corporation may develop a cooperative agreement to assist in the administration of this section, as needed.

(b) The Department of Revenue may adopt rules necessary to administer this section, s. 220.1878, and s. 624.51058, including rules establishing application forms, procedures governing the approval of tax credits and carryforward tax credits under subsection (3), and procedures to be followed by taxpayers when claiming approved tax credits on their returns.

(c) By August 15, 2023, and by each August 15 thereafter,

the Department of Revenue shall determine the 500 taxpayers with the greatest total corporate income or franchise tax due as reported on the taxpayer's return filed pursuant to s. 220.22 during the previous calendar year and notify those taxpayers of the existence of the Live Local Program and the process for obtaining an allocation of the tax credit cap. The Department of Revenue shall confer with the corporation in the drafting of the notification. The Department of Revenue may provide this notification by electronic means.

Section 35. Section 420.5096, Florida Statutes, is created to read:

420.5096 Florida Hometown Hero Program.—

(1) The Legislature finds that individual homeownership is vital to building long-term housing and financial security. With rising home prices, down payment and closing costs are often significant barriers to homeownership for working Floridians. Each person in Florida's hometown workforce is essential to creating thriving communities, and the Legislature finds that the ability of Floridians to reside within the communities in which they work is of great importance. Therefore, the Legislature finds that providing assistance to homebuyers in this state by reducing the amount of down payment and closing costs is a necessary step toward expanding access to homeownership and achieving safe, decent, and affordable housing for all Floridians.

(2) The Florida Hometown Hero Program is created to assist Florida's hometown workforce in attaining homeownership by providing financial assistance to residents to purchase a home as their primary residence. Under the program, a borrower may

apply to the corporation for a loan to reduce the amount of the down payment and closing costs paid by the borrower by a minimum of $10,000 and up to 5 percent of the first mortgage loan, not exceeding $35,000. Loans must be made available at a zero percent interest rate and must be made available for the term of the first mortgage. The balance of any loan is due at closing if the property is sold, refinanced, rented, or transferred, unless otherwise approved by the corporation.

(3) For loans made available pursuant to s. 420.507(23)(a)1. or 2., the corporation may underwrite and make those mortgage loans through the program to persons or families who have household incomes that do not exceed 150 percent of the state median income or local median income, whichever is greater. A borrower must be seeking to purchase a home as a primary residence; a first-time homebuyer and a Florida resident; and employed full-time by a Florida-based employer. The borrower must provide documentation of full-time employment, or full-time status for self-employed individuals, of 35 hours or more per week. The requirement to be a first-time homebuyer does not apply to a borrower who is an active duty servicemember of a branch of the armed forces or the Florida National Guard, as defined in s. 250.01, or a veteran.

(4) Loans made under the Florida Hometown Hero Program may be used for the purchase of manufactured homes, as defined in s. 320.01(2)(b), which were constructed after July 13, 1994; which are permanently affixed to real property in this state, whether owned or leased by the borrower; and which are titled and financed as tangible personal property or as real property.

(5) This program is intended to be evergreen, and

repayments for loans made under this program shall be retained within the program to make additional loans.

Section 36. Subsection (3) is added to section 420.531, Florida Statutes, to read:

420.531 Affordable Housing Catalyst Program.—

(3) The corporation may contract with the entity providing statewide training and technical assistance to provide technical assistance to local governments to establish selection criteria and related provisions for requests for proposals or other competitive solicitations for use or lease of government-owned real property for affordable housing purposes. The entity providing statewide training and technical assistance may develop best practices or other key elements for successful use of public property for affordable housing, in conjunction with technical support provided under subsection (1).

Section 37. Section 420.6075, Florida Statutes, is amended to read:

420.6075 Research and planning for affordable housing; annual housing report.—

(1) The research and planning functions of the department shall include the collection of data on the need for affordable housing in this state and the extent to which that need is being met through federal, state, and local programs, in order to facilitate planning to meet the housing needs in this state and to enable the development of sound strategies and programs for affordable housing. To fulfill this function, the Shimberg Center for Housing Studies ~~Affordable Housing~~ at the University of Florida shall perform the following functions:

(a) Quantify affordable housing needs in this ~~the~~ state by

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analyzing available data, including information provided through the housing elements of local comprehensive plans, and identify revisions in the housing element data requirements that would result in more uniform, meaningful information being obtained.

(b) Document the results since 1980 of all programs administered by the department which provide for or act as incentives for housing production or improvement. Data on program results must include the number of units produced and the unit cost under each program.

(c) Inventory the supply of affordable housing units made available through federal, state, and local programs. Data on the geographic distribution of affordable units must show the availability of units in each county and municipality.

(2) By December 31 of each year, the Shimberg Center for Housing Studies ~~Affordable Housing~~ shall submit to the Legislature an updated housing report describing the supply of and need for affordable housing. This annual housing report shall include:

(a) A synopsis of training and technical assistance activities and community-based organization housing activities for the year.

(b) A status report on the degree of progress toward meeting the housing objectives of the department’s agency functional plan.

(c) Recommended housing initiatives for the next fiscal year and recommended priorities for assistance to the various target populations within the spectrum of housing need.

(3) The Shimberg Center for Housing Studies ~~Affordable Housing~~ shall:

(a) Conduct research on program options to address the need for affordable housing.

(b) Conduct research on training models to be replicated or adapted to meet the needs of community-based organizations and state and local government staff involved in housing development.

Section 38. Paragraph (a) of subsection (1) of section 553.792, Florida Statutes, is amended to read:

553.792 Building permit application to local government.—

(1)(a) Within 10 days of an applicant submitting an application to the local government, the local government shall advise the applicant what information, if any, is needed to deem the application properly completed in compliance with the filing requirements published by the local government. If the local government does not provide written notice that the applicant has not submitted the properly completed application, the application shall be automatically deemed properly completed and accepted. Within 45 days after receiving a completed application, a local government must notify an applicant if additional information is required for the local government to determine the sufficiency of the application, and shall specify the additional information that is required. The applicant must submit the additional information to the local government or request that the local government act without the additional information. While the applicant responds to the request for additional information, the 120-day period described in this subsection is tolled. Both parties may agree to a reasonable request for an extension of time, particularly in the event of a force majeure or other extraordinary circumstance. The local

government must approve, approve with conditions, or deny the application within 120 days following receipt of a completed application. A local government shall maintain on its website a policy containing procedures and expectations for expedited processing of those building permits and development orders required by law to be expedited.

Section 39. Subsection (7) of section 624.509, Florida Statutes, is amended to read:

624.509 Premium tax; rate and computation.—

(7) Credits and deductions against the tax imposed by this section shall be taken in the following order: deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220 and the credit allowed under subsection (5), as these credits are limited by subsection (6); the credit allowed under s. 624.51057; the credit allowed under s. 624.51058; all other available credits and deductions.

Section 40. Paragraph (c) of subsection (1) of section 624.5105, Florida Statutes, is amended to read:

624.5105 Community contribution tax credit; authorization; limitations; eligibility and application requirements; administration; definitions; expiration.—

(1) AUTHORIZATION TO GRANT TAX CREDITS; LIMITATIONS.—

(c) The total amount of tax credit which may be granted for all programs approved under this section and ss. 212.08(5)(p) and 220.183 is $25 ~~$14.5~~ million in the 2023-2024 ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs as defined in s. 420.0004 or homeownership opportunities for low-

income or very-low-income households as defined in s. 420.9071 and $4.5 million in the 2022-2023 fiscal year and in each fiscal year thereafter for all other projects.

Section 41. Section 624.51058, Florida Statutes, is created to read:

624.51058 Credit for contributions to the Live Local Program.—

(1) For taxable years beginning on or after January 1, 2023, there is allowed a credit of 100 percent of an eligible contribution made to the Live Local Program under s. 420.50872 against any tax due for a taxable year under s. 624.509(1) after deducting from such tax deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220; and the credit allowed under s. 624.509(5), as such credit is limited by s. 624.509(6). An eligible contribution must be made to the Live Local Program on or before the date the taxpayer is required to file a return pursuant to ss. 624.509 and 624.5092. An insurer claiming a credit against premium tax liability under this section is not required to pay any additional retaliatory tax levied under s. 624.5091 as a result of claiming such credit. Section 624.5091 does not limit such credit in any manner.

(2) Section 420.50872 applies to the credit authorized by this section.

Section 42. The Department of Economic Opportunity's Keys Workforce Housing Initiative, approved by the Administration Commission on June 13, 2018, is considered an exception to the evacuation time constraints of s. 380.0552(9)(a)2., Florida Statutes, by requiring deed-restricted affordable workforce

housing properties receiving permit allocations to agree to evacuate at least 48 hours in advance of hurricane landfall. A comprehensive plan amendment approved by the Department of Economic Opportunity to implement the initiative is hereby valid and the respective local governments may adopt local ordinances or regulations to implement such plan amendment.

Section 43. (1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under s. 120.54(4), Florida Statutes, for the purpose of implementing provisions related to the Live Local Program created by this act. Notwithstanding any other law, emergency rules adopted under this section are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

(2) This section expires July 1, 2026.

Section 44. For the 2023-2024 fiscal year, the sum of $100 million in nonrecurring funds from the General Revenue Fund is appropriated to the Florida Housing Finance Corporation to implement the Florida Hometown Hero Housing Program established in s. 420.5096, Florida Statutes, as created by this act.

Section 45. For the 2023-2024 fiscal year, the sum of $252 million in nonrecurring funds from the Local Government Housing Trust Fund is appropriated in the Grants and Aids - Housing Finance Corporation (HFC) - State Housing Initiatives Partnership (SHIP) Program appropriation category to the Florida Housing Finance Corporation.

Section 46. For the 2023-2024 fiscal year, the sum of $150 million in recurring funds and $109 million in nonrecurring

funds from the State Housing Trust Fund is appropriated in the Grants and Aids - Housing Finance Corporation (HFC) - Affordable Housing Programs appropriation category to the Florida Housing Finance Corporation. The recurring funds are appropriated to implement s. 420.50871, Florida Statutes, as created by this act.

Section 47. For the 2022-2023 fiscal year, the sum of $100 million in nonrecurring funds from the General Revenue Fund is appropriated to the Florida Housing Finance Corporation to implement a competitive assistance loan program for new construction projects in the development pipeline that have not commenced construction and are experiencing verifiable cost increases due to market inflation. These funds are intended to support the corporation’s efforts to maintain the viability of projects in the development pipeline as the unprecedented economic factors coupled with the housing crisis makes it of upmost importance to deliver much-needed affordable housing units in communities in a timely manner. Eligible projects are those that accepted an invitation to enter credit underwriting by the corporation for funding during the period of time of July 1, 2020, through June 30, 2022. The corporation may establish such criteria and application processes as necessary to implement this section. The unexpended balance of funds appropriated to the corporation as of June 30, 2023, shall revert and is appropriated to the corporation for the same purpose for the 2023-2024 fiscal year. Any funds not awarded by December 1, 2023, must be used for the State Apartment Incentive Loan Program under s. 420.5087, Florida Statutes. This section is effective upon becoming a law.

Section 48. The Legislature finds and declares that this act fulfills an important state interest.

Section 49. Except as otherwise expressly provided in this act and except for this section, which shall take effect upon becoming a law, this act shall take effect July 1, 2023.

Site Plan submitted
April 3, 2023

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SITE PLAN DRAWINGS FOR

TYMBER CREEK APARTMENTS

SECTION 25, TOWNSHIP 14 S, RANGE 31 E
412500000221 & 412500000230
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

NOVEMBER 2021
REVISED MARCH 2023

LEGAL DESCRIPTION

SEE BOUNDARY AND TOPOGRAPHIC SURVEY, SHEETS 2-5.

PROJECT STATEMENT

PROPOSE A 270-UNIT APARTMENT COMPLEX CONSISTING OF 8 APARTMENT BUILDINGS, CLUBHOUSE WITH POOL, MAINTENANCE BUILDING, TRASH COMPACTOR AND DOG PARK. THE PROJECT CONSISTS OF 19.62 ACRES WITH 7.517 ACRES OF IMPERVIOUS SURFACE.

JURISDICTIONAL AGENCY — PERMIT No.

CITY OF ORMOND BEACH (DEVELOPMENT ORDER)	PZ-22-008
FDEP (WASTEWATER)	.
FDEP (NPDES NOI)	FLR
FDOT (ACCESS)	2021-A-591-00078
FDOT (DRAINAGE)	2021-D-591-00042
FDOT (UTILITY)	.
SJRWMD (STORMWATER)	95674-3
VOLUSIA COUNTY (USE)	2020-P-USE-0578
VOLUSIA COUNTY HEALTH DEPARTMENT (WATER)	.

CONTACT NUMBERS

PLANNING & BUILDING - CITY OF ORMOND BEACH (386) 673-3238
WATER - CITY OF ORMOND BEACH UTILITY DEPARTMENT (386) 676-3220
WASTEWATER - CITY OF ORMOND BEACH UTILITY DEPARTMENT (386) 676-3220
GAS - TECO PEOPLES GAS - (386) 672-2232
ELECTRIC - FLORIDA POWER & LIGHT (386) 257-7502
TELEPHONE/CABLE - AT&T (386) 254-8550

PROJECT TEAM

PROPERTY OWNER/APPLICANT: VCP ORMOND BEACH II LLC
2120 S HIGHWAY A1A
VERO BEACH, FL 32963
EMAIL: GMCMILLAN@TELLUS-PARTNERS.COM
PHONE: (404) 798-5974

ENGINEER/ LANDSCAPE ARCHITECT/ AGENT: NEWKIRK ENGINEERING, INC.
1230 NORTH US1, SUITE 3
ORMOND BEACH, FL 32174
PHONE: (386) 872-7794
EMAIL: HARRY@NEWKIRK-ENGINEERING.COM

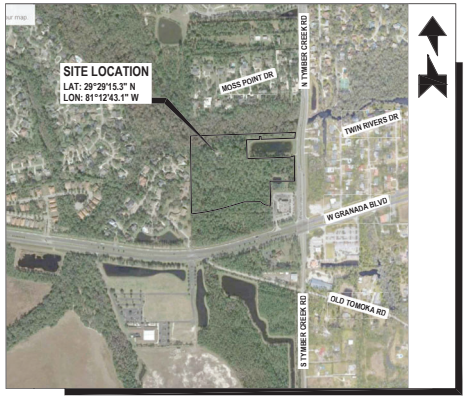
ARCHITECT: ENGLISH ASSOCIATES INC.
3084 MERCER UNIVERSITY DRIVE
ATLANTA, GA 30341
PHONE: (470) 395-6263
EMAIL: DENGLISH@ENGLISHASSOCIATESINC.COM

SURVEYOR: SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL 32127
PHONE: (386) 761-5385
EMAIL: WWW.SLIGERASSOCIATES.COM

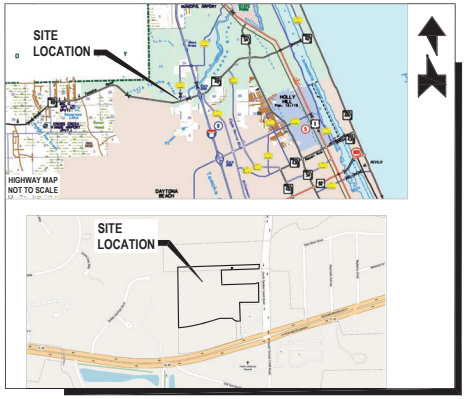
GEOTECHNICAL: UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE ROAD, SUITE 3
SOUTH DAYTONA BEACH, FL 32119
PHONE: (386) 756-1105
EMAIL: BPOHL@UNIVERSALENGINEERING.COM

TRAFFIC: LASSITER TRANSPORTATION GROUP
1450 W GRANADA BOULEVARD, SUITE 2
ORMOND BEACH, FL 32174
PHONE: (386) 257-6996
EMAIL: INFO@LTG-INC.US

ENVIRONMENTAL: ECOLOGICAL CONSULTING SOLUTIONS, INC.
235 HUNT CLUB BOULEVARD, SUITE 202
LONGWOOD, FL 32779
PHONE: (407) 869-9434
EMAIL: BGRIFFY@ECSFL.CC

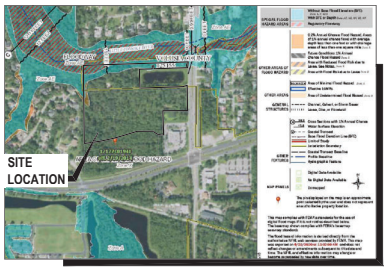


AERIAL MAP
SCALE: 1" = 700'



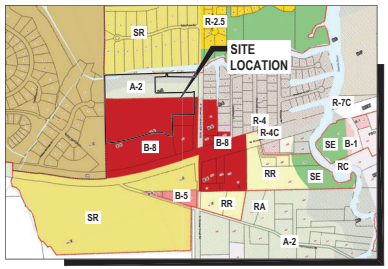
LOCATION MAP
SCALE: 1" = 1,200'

One Nation... One Number... 811
Know what's below. Call before you dig.



FLOOD ZONE MAP
SCALE: 1" = 700'

PANEL NO. 12127C0194 J
FLOOD ZONE "X" & "AE"



ZONING MAP
SCALE: 1" = 800'

PROJECT ZONING DISTRICT:
B-8 (COMMERCIAL)



SOILS MAP
SCALE: 1" = 500'

SOIL TYPES: SEE SITE AND GENERAL INFORMATION SHEET No. 5

PROJECT No. 2020-06

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
C.A.# 30209
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NEWKIRK ENGINEERING INC.

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HARRY H. NEWKIRK, P.E. # 62971

DRAWING NUMBER

1

LEGEND

NOTE: NOT ALL SYMBOLS SHOWN HERE MAY BE APPLICABLE TO THESE DRAWINGS, ALSO THERE MAY BE ADDITIONAL SYMBOLS WITHIN PLANS NOT SHOWN HERE, SEE INDIVIDUAL DRAWING LEGEND WHERE APPLICABLE.

- BENCHMARK ID
- BORING ID
- EXISTING CABLE TV PEDESTAL
- EXISTING CAP OR PLUG
- EXISTING CLEAN OUT
- EXISTING CONDUIT RISER/ MARKER
- EXISTING ELECTRIC METER
- EXISTING ELEVATION (SOFT)
- PROPOSED ELEVATION (SOFT)
- EXISTING ELEVATION (HARD)
- PROPOSED ELEVATION (HARD)
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING FLOW DIRECTION
- PROPOSED FLOW DIRECTION
- EXISTING GAS METER
- EXISTING GAS VALVE
- EXISTING GUY WIRE & ANCHOR PIN
- EXISTING MAIL BOX
- EXISTING MANHOLE (UNKNOWN)
- PROPOSED MANHOLE
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING ROAD SIGNS AND POSTS
- PROPOSED SIGN AND POST
- EXISTING TEE
- EXISTING UTILITY POLE
- EXISTING VALVE IRRIGATION
- EXISTING VALVE WATER
- PROPOSED WATER VALVE
- EXISTING WATER METER
- EXISTING STORM SEWER WITH INLET
- PROPOSED STORM SEWER WITH INLET
- FOUND 1/2" CAPPED IRON ROD L.B. #3724
- FOUND 1/2" IRON ROD (NO I.D.)
- FOUND 4" BY 4" CONCRETE MONUMENT L.B. #3724
- EXISTING EASEMENT
- EXISTING UNDERGROUND FIBER OPTIC CABLE
- EXISTING FORCE MAIN (# INDICATES SIZE)
- EXISTING GAS MAIN
- EXISTING OVERHEAD ELECTRIC CABLES
- EXISTING OVERHEAD TRAFFIC SIGNAL CABLE
- EXISTING RAW WATER MAIN (# INDICATES SIZE)
- EXISTING RECLAIM WATER MAIN (# INDICATES SIZE)
- PROPOSED SANITARY SEWER (# INDICATES SIZE)
- PROPOSED WATER MAIN (# INDICATES SIZE)
- EXISTING CONTOUR
- PROPOSED CONTOUR (SOFT)
- PROPOSED CONTOUR (HARD)
- EXISTING UNDERGROUND TELEPHONE CABLE
- EXISTING UNDERGROUND TELEVISION CABLE
- EXISTING UNDERGROUND ELECTRICAL POWER CABLE
- JURISDICTIONAL WETLAND LINE
- EXISTING SANITARY SEWER (# INDICATES SIZE)
- EXISTING WATER MAIN (# INDICATES SIZE)
- EXISTING PIPE OR CONDUIT (TYPE SPECIFIED)
- EXISTING SWALE OR CENTER OF DITCH
- PROPOSED SWALE OR CENTER OF DITCH
- EXISTING TOP OF DITCH BANK
- EXISTING BOTTOM OF DITCH BANK
- EXISTING WOOD FENCE
- EXISTING WIRE OR CHAIN LINK FENCE
- PROPOSED WIRE OR CHAIN LINK FENCE
- PROPOSED SILT/SEDIMENT FENCE
- PROPOSED COIR ROLL OR WATTLE
- PROPOSED FLOATING TURBIDITY BARRIER
- PROPOSED TREE PROTECTION

VOLUSIA COUNTY IRRIGATION NOTES:

1. AUTOMATIC IRRIGATION CONTROLLERS, WHEN UTILIZED, SHALL CONTAIN A FUNCTIONAL RAIN SENSOR DEVICE, CAPABLE OF BEING SET TO ONE MINUTE RUN TIMES, AND BATTERY BACKUP CAPABILITY TO RETAIN PROGRAMMING IN THE EVENT OF A POWER FAILURE.
2. A RAIN SENSOR PLACED ON A STATIONARY STRUCTURE, FREE AND CLEAR OF ANY OVERHEAD OBSTRUCTIONS AND ABOVE THE HEIGHT OF THE SPRINKLER COVERAGE.
3. EQUIPMENT WITH CHECK VALVES USED IN LOW-LYING AREAS TO PREVENT LOW HEAD DRAINAGE.
4. BACKFLOW PREVENTION METHODS AND OTHER PROVISIONS PRESCRIBED IN SECTION 74-42.
5. IRRIGATION DESIGN WITH THE APPROPRIATE UNIFORMITY FOR THE TYPE OF PLANT BEING GROWN AND FOR THE TYPE OF SOIL.
6. IRRIGATION SYSTEM EQUIPMENT INSTALLED AS DESIGNED.
7. IRRIGATION ZONES DIVIDED ACCORDING TO: AVAILABLE FLOW RATE, VEGETATED GROUPINGS (I.E., TURF, SHRUBS, NATIVE PLANTS, ETC.), SPRINKLER TYPES (I.E., SPRINKLERS WITH MATCHING PRECIPITATION RATES) AND SOIL CHARACTERISTICS.
8. SPRAY HEADS AND ROTORS NOT MIXED IN SAME ZONE.
9. DISTRIBUTION EQUIPMENT IN A GIVEN ZONE HAVING MATCHED PRECIPITATION RATES.
10. APPLICATION RATES THAT AVOID RUNOFF AND PERMIT UNIFORM WATER INFILTRATION INTO THE SOIL, CONSIDERING LAND SLOPE, SOIL HYDRAULIC PROPERTIES, VEGETATIVE GROUND COVER AND PREVAILING WINDS.
11. A MINIMUM SEPARATION OF FOUR INCHES BETWEEN DISTRIBUTION EQUIPMENT AND PAVEMENT.
12. A MINIMUM SEPARATION OF 12 INCHES BETWEEN DISTRIBUTION EQUIPMENT AND BUILDINGS AND OTHER VERTICAL STRUCTURES.
13. NO DIRECT SPRAY ONTO WALKWAYS, BUILDINGS, ROADWAYS AND DRIVES.
14. LAWN SPRAY PATTERNS PROVIDING HEAD TO HEAD COVERAGE.
15. WATER CONVEYANCE SYSTEMS WITH A FLOW VELOCITY OF FIVE FEET PER SECOND OR LESS.
16. PIPELINES DESIGNED TO PROVIDE THE SYSTEM WITH THE APPROPRIATE PRESSURE REQUIRED FOR MAXIMUM IRRIGATION UNIFORMITY.
17. PRESSURE REGULATING HEADS.
18. A MAINTENANCE CHECKLIST PROVIDED TO THE PROPERTY OWNER BY THE IRRIGATION CONTRACTOR ACCOMPANIED BY A RECOMMENDED MAINTENANCE SCHEDULE, PROPER IRRIGATION SYSTEM SETTINGS ACCORDING TO SEASON, RECOMMENDATIONS FOR CHECKING RAIN SENSOR DEVICE, FILTER CLEANING RECOMMENDATIONS AND INFORMATION ON THE CURRENT WATER RESTRICTIONS.
19. IRRIGATION SYSTEM DESIGN WILL BE PERMITTED THROUGH VOLUSIA COUNTY.

VOLUSIA COUNTY LANDSCAPE REQUIREMENTS:

1. A HIGH VOLUME IRRIGATION AREA SHALL NOT EXCEED 50 PERCENT OF THE LANDSCAPED AREA. LOW OR MEDIUM VOLUME IRRIGATION AREAS MAY BE UTILIZED IN LIEU OF ANY HIGH VOLUME IRRIGATION AREA.
2. A MEDIUM VOLUME IRRIGATION AREA SHALL NOT EXCEED 25 PERCENT OF THE LANDSCAPED AREA. HOWEVER, THE LANDSCAPED AREA MAY CONTAIN UP TO 75 PERCENT MEDIUM VOLUME IRRIGATION AREA, IF NO HIGH VOLUME IRRIGATION AREA IS UTILIZED ON SITE.
3. A LOW VOLUME IRRIGATION AREA MAY BE UTILIZED FOR AN ENTIRE LANDSCAPED AREA WITH THE EXCEPTION OF NATIVE VEGETATION AREAS REGULATED BY SECTION 50-373(b)(4).
4. IN THE ALTERNATIVE TO (1), (2), AND (3) ABOVE, IF 25 PERCENT OF THE PRE-EXISTING NATIVE VEGETATION IS RETAINED ON SITE, THE REMAINING 75 PERCENT OF THE LANDSCAPED AREA MAY BE A HIGH VOLUME IRRIGATION AREA. FOR ALL PRE-EXISTING NATIVE VEGETATION RETAINED ON A PARCEL:
   - NO SUPPLEMENTAL WATER SHALL BE APPLIED TO THE NATIVE VEGETATION AREA.
   - ONLY HAND PRUNING OF NATIVE VEGETATION IS ALLOWED.
   - MECHANICAL MOWING OR CLEARING IS PROHIBITED.

VOLUSIA COUNTY CONTRACTOR LICENSE REQUIREMENTS:

NO PERSON MAY INSTALL OR REPAIR AN IRRIGATION SYSTEM IN VOLUSIA COUNTY UNLESS THEY POSSESS A VALID IRRIGATION CERTIFICATE OF COMPETENCY FROM THE DEPARTMENT. THE FOLLOWING PERSONS ARE EXEMPTED FROM HAVING TO POSSESS A CERTIFICATE OF COMPETENCY:

- LICENSED FLORIDA WATER WELL CONTRACTORS AND FLORIDA STATE CERTIFIED PLUMING CONTRACTORS.
- FLORIDA STATE REGISTERED PLUMBING CONTRACTORS.
- PROPERTY OWNERS WHO PERSONALLY PERFORM CONSTRUCTION, MAINTENANCE OR REPAIRS ON AN IRRIGATION SYSTEM THAT SERVES HIS OR HER OWNER-OCCUPIED SINGLE FAMILY RESIDENCE.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2020 / 2021 AND QUALIFIED PRODUCTS LIST

INDEX NO.	DESCRIPTION
102	TEMPORARY EROSION AND SEDIMENT CONTROL
425-010	STRUCTURE BOTTOMS - TYPES J AND P
205	PIPE BACKFILL
425-021	CURB INLET TOPS - TYPES 5 & 6
425-024	CURB INLET TOP - TYPE 9
425-052	DITCH BOTTOM INLETS - TYPES C, D, E AND H
430-022	SIDE DRAIN MITERED END SECTION
520-001	CURB & CURB AND GUTTER
522-002	PUBLIC SIDEWALK CURB RAMPS
350-001	CONCRETE PAVEMENT JOINTS
522-001	CONCRETE SIDEWALK
120-001	EMBANKMENT UTILIZATION
514	OPTIONAL BASE GROUP AND STRUCTURAL NUMBERS
330-001	TURNOUTS
546	SIGHT DISTANCE AT INTERSECTIONS
102-600	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES
102-602	TWO-LANE, TWO-WAY, WORK ON SHOULDER
102-603	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY
102-660	PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS
700-101	TYPICAL SECTIONS FOR PLACEMENT OF SINGLE & MULTIPLE-COLUMN SIGNS
711-001	SPECIAL MARKING AREAS

ABBREVIATIONS

AWWA	AMERICAN WATER WORKS ASSOCIATION	H/C	HANDICAP	SAN	SANITARY
CMP	CORRUGATED METAL PIPE	HDPE	HIGH DENSITY POLYETHYLENE	SH	SEASONAL HIGH
CPP	CORRUGATED PLASTIC PIPE	INV	INVERT	SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
CTV	CABLE TELEVISION	K_H	HORIZONTAL PERMEABILITY	SMH	SANITARY MANHOLE
DIP	DUCTILE IRON PIPE	K_V	VERTICAL PERMEABILITY	SS	SANITARY SEWER
ESMT	EASEMENT	KO	KNOCK OUT	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
EXIST	EXISTING	LF	LINEAL FEET	TSB	TEMPORARY SEDIMENT BASIN
FAC	FLORIDA ADMINISTRATIVE CODE	MB	MAP BOOK	TYP	TYPICAL
FACBC	FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION	MES	MITERED END SECTION	UGE	UNDERGROUND ELECTRIC
		MJ	MECHANICAL JOINT	UGT	UNDERGROUND TELEPHONE
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	N/A	NOT APPLICABLE	USACOE	UNITED STATES ARMY CORP OF ENGINEERS
		NIC	NOT IN CONTRACT	W	WATER (POTABLE)
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	NGVD	NATIONAL GEODETIC VERTICAL DATUM		
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	OHE	OVERHEAD ELECTRIC		
		OR	OFFICIAL RECORD		
FH	FIRE HYDRANT	PG	PAGE		
FOC	FIBER OPTIC CABLE	PSI	POUNDS PER SQUARE INCH		
FF EL	FINISH FLOOR ELEVATION	PVC	POLYVINYL CHLORIDE		
FM	FORCE MAIN	PVMT	PAVEMENT		
FPD	FEET PER DAY	R	RADIUS		
G	GAS	RCP	REINFORCED CONCRETE PIPE		
GW	GROUND WATER	RPM	REFLECTIVE PAVEMENT MARKER		
		R/W	RIGHT-OF-WAY		

SITE AND GENERAL INFORMATION

1. THE PROPERTY AREA BOUNDARY CONSISTS OF 854,635 SF OR 19.620 ACRES. FOR BOUNDARY AND TOPOGRAPHIC SURVEY REFER TO THE SURVEY PERFORMED BY SLIGER AND ASSOCIATES (SEE SHEET No. 2.1, 2.2, 2.3 & 2.4 OF THESE PLANS).
2. THE EXISTING ZONING IS B-8 (COMMERCIAL) AND A-2 (RURAL AGRICULTURE). THE PROPOSED ZONING IS PBD (PLANNED BUSINESS DEVELOPMENT).
3. THE FLUM IS (1) OPEN SPACE / CONSERVATION, (2) RESIDENTIAL, OFFICE RETAIL AND (3) GENERAL COMMERCIAL.
4. THE TAX PARCEL NUMBERS ARE 412500000221 AND 412500000230.
6. THE EXISTING SITE CONDITION IS UNDEVELOPED. THE FLUCFCS LAND USE IS (191) UNDEVELOPED LAND WITHIN URBAN AREAS.
7. PER THE USDA NATURAL RESOURCES CONSERVATION SERVICE FOR VOLUSIA COUNTY, THE SCS SOILS MAP INDICATES THE SITE CONSISTS OF (1) APOPKA FINE SAND, 0 TO 5 PERCENT SLOPES, (19) DELAND FINE SAND, 0 TO 5 PERCENT SLOPES, (22) ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES, (23) FARMTON FINE SAND AND (51) POMONA-ST. JOHNS COMPLEX.
8. THE SITE IS LOCATED WITHIN ZONE "X" & "AE" PER FEMA MAP PANEL No. 12127C0194 J, DATED FEBRUARY 19, 2014.
9. ELECTRICAL UTILITY SERVICE WILL BE PROVIDED BY FLORIDA POWER & LIGHT. NATURAL GAS WILL BE PROVIDED BY TECO PEOPLES GAS COMPANY. TELEPHONE, CABLE AND INTERNET SERVICE WILL BE PROVIDED BY AT&T. CABLE TV AND INTERNET CAN ALSO BE PROVIDED BY SPECTRUM.
10. SOLID WASTE WILL BE COLLECTED AND DISPOSED OF BY WASTE PRO, INC.
11. THE SITE IS NOT LOCATED WITHIN THE LIMITS OF A WELLHEAD PROTECTION ZONE AND THERE IS NO ORDINARY HIGH WATER (OHW) LINE WITHIN THE SITE.
12. STORMWATER WILL BE PROVIDED BY INTERCONNECTED EXFILTRATION AND DRY RETENTION PRE-TREATMENT TO WET DETENTION POND SYSTEM.
13. POTABLE WATER AND WASTEWATER UTILITIES PROVIDED BY CITY OF ORMOND BEACH.
14. IRRIGATION SERVICE WILL BE PROVIDED BY PRIVATE WELL.
15. ACCESS WILL BE PROVIDED FROM S.R. 40 (GRANADA BOULEVARD) WITH A RIGHT-IN AND RIGHT-OUT DRIVEWAY. EMERGENCY ACCESS WILL BE PROVIDED BY CONNECTION TO WALGREENS.

SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING	LANDSCAPE
FRONT (TYMBER CREEK)	25 FEET	20 FEET
REAR (NORTH)	20 FEET	20 FEET
SIDE (WEST)	10 FEET	20 FEET
SIDE (INTERIOR)	10 FEET	6 FEET
SIDE (CORNER)	20 FEET	6 FEET
MAXIMUM BUILDING HEIGHT		45 FEET

* SECTION 2-36(d) STATES, "HEIGHT LIMITS MAY EXCEED THAT ALLOWED BY DISTRICT REGULATIONS BY A MAXIMUM FIFTEEN FEET (15'), PROVIDED THAT THE STRUCTURE IS LOCATED AS TO NOT HAVE AN ADVERSE IMPACT ON ADJOINING PROPERTIES, PARTICULARLY SINGLE-FAMILY HOMES. THIS ADDITIONAL HEIGHT ALLOWANCE WILL NOT BE AWARDED FOR ANY PORTION OF A STRUCTURE LOCATED WITHIN FIFTY FEET (50') OF A SINGLE FAMILY HOME OR FOR A VACANT SITE IN A ZONING DISTRICT DESIGNED PRIMARILY FOR SUCH USE. IN NO CASE SHALL ANY BUILDING HEIGHT EXCEED SEVENTY-FIVE FEET (75') WHEN MEASURED FROM THE AVERAGE MEDIAN LOT ELEVATION TO THE HIGHEST POINT OF ANY STRUCTURE AND/OR ATTACHED SERVICES."

MAXIMUM BUILDING COVERAGE	35%
MAXIMUM IMPERVIOUS LOT COVERAGE	75%

THE B-8 ZONING DISTRICT ALLOWS 10 UNITS PER ACRE. THE LAND USE CATEGORIES ALLOW:
(1) "OPEN SPACE/CONSERVATION" (3.2 ACRES) - 0 UNITS
(2) "RESIDENTIAL, OFFICE RETAIL" (3.2 ACRES) - 48 UNITS
(3) "GENERAL COMMERCIAL" (13.22 ACRES) - 423 UNITS

THE PROPERTY'S LAND USES ALLOW A TOTAL OF 471 UNITS (300 UNITS PROPOSED).
THE UNITS PER ACRE NEED TO BE BASED UPON 16.42 ACRES OR
270 UNITS / 16.42 = 16.44 UNITS PER ACRE

NO STRUCTURE SHALL EXCEED 180 LINEAR FEET IN LENGTH PER LDC SECTION 2-57(22)(f).

2. PROPOSED SITE COVERAGE:

	SQ. FT	ACRE	%
BUILDINGS	120,665	2.770	14.1
PAVEMENT	161,047	3.697	18.8
CONCRETE SIDEWALKS / PADS/ POOL DECK	45,724	1.050	5.4
RESERVED PARKING	11,410	0.262	1.3
EXTERIOR LANDSCAPE	67,254	1.544	7.9
INTERIOR LANDSCAPE	319,004	7.323	37.3
WET DETENTION PONDS	36,353	0.835	4.3
WETLANDS	104,588	2.401	12.2
TOTAL SITE	854,635	19.620	100.0
TOTAL IMPERVIOUS	327,436	7.517	38.3
TOTAL PERVIOUS	527,199	12.103	61.7

3. PARKING REQUIREMENTS

UNIT MIX
1.5 SPACES PER 1 BEDROOM x 114 = 171 SPACES
0.5 SPACES RESERVE PER 1 BEDROOM x 114 = 57 SPACES
2.0 SPACES PER 2 BEDROOM x 144 = 288 SPACES
2.0 SPACES PER 3 BEDROOM x 12 = 24 SPACES
TOTAL REQUIRED PARKING = 540 SPACES

4. PARKING PROVIDED

		%
HANDICAP	11	2.0
STANDARD	489	90.6
RESERVE	40	7.4
TOTAL PARKING PROVIDED	540	100.0

5. BICYCLE PARKING REQUIRED

10% OF TOTAL PARKING = 0.10 x 540 = 54
REQUIRED BICYCLE PARKING = 54 SPACES

6. BICYCLE PARKING PROVIDED

57 BICYCLE SPACES PROVIDED

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
3/29/23	CITY COMMENTS

1238 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001684
NEI
NEWKIRK ENGINEERING INC.
Civil Engineering, Transportation, CEI & Landscape Architecture

DEVELOPMENT INFORMATION AND CONSTRUCTION NOTES

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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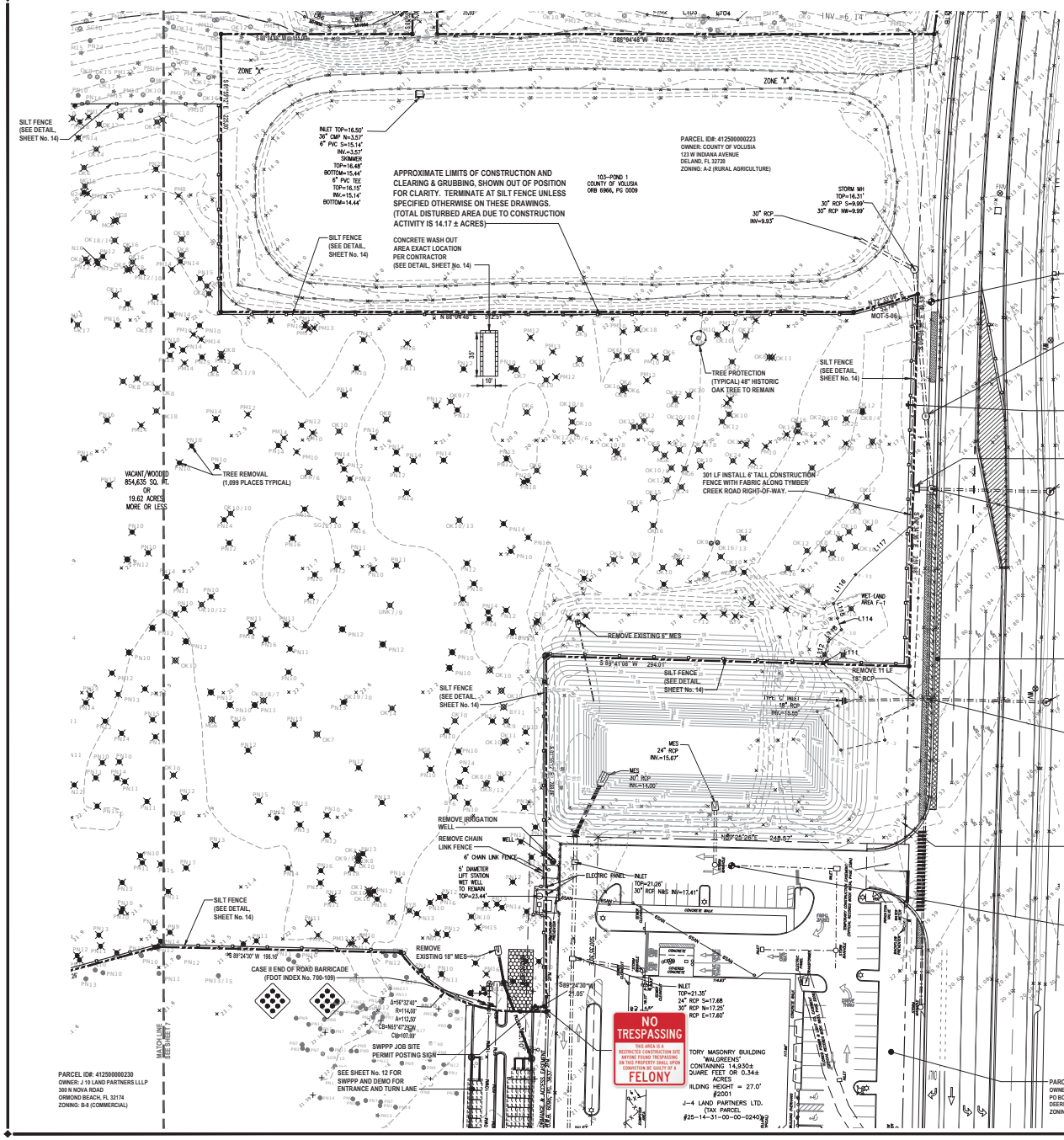
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	

DRAWING NUMBER

8



LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL, SHEET No. 14)
- PROPOSED TREE PROTECTION (SEE DETAIL, SHEET No. 14)
- PROPOSED AGGREGATE
- CONCRETE SIDEWALK REMOVAL
- ASPHALT PAVEMENT REMOVAL
- PAVEMENT PREPARATION AREA
- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED
- INLET PROTECTION

BENCHMARK INFORMATION:

#1 RAILROAD SPIKE ELEVATION = 21.20

#2 NAIL & DISK IN DRIVEWAY ELEVATION = 15.02

VERTICAL DATA
ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988. FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988.

SPECIMEN TREE LEGEND :

BAY TREE	BY
CYPRESS TREE	CY
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PINE TREE	PN
SWEETGUM TREE	SG

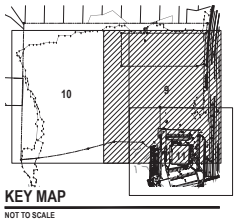
OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

HISTORIC TREE LEGEND :

		EXISTING	REMOVED
CYPRESS TREE	CY	4	0
OAK TREE	OK	3	0
		7	0

"I, Harry Newkirk, Florida P.E. No. 62971, certify under penalty of law that this SWPPP plan, SWPPP manual (separate document) and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information. These include the possibility of fine and imprisonment for knowing violations."



KEY MAP
NOT TO SCALE

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
8/10/22	NEI

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001694
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

DEMOLITION, TREE REMOVAL AND SWPPP PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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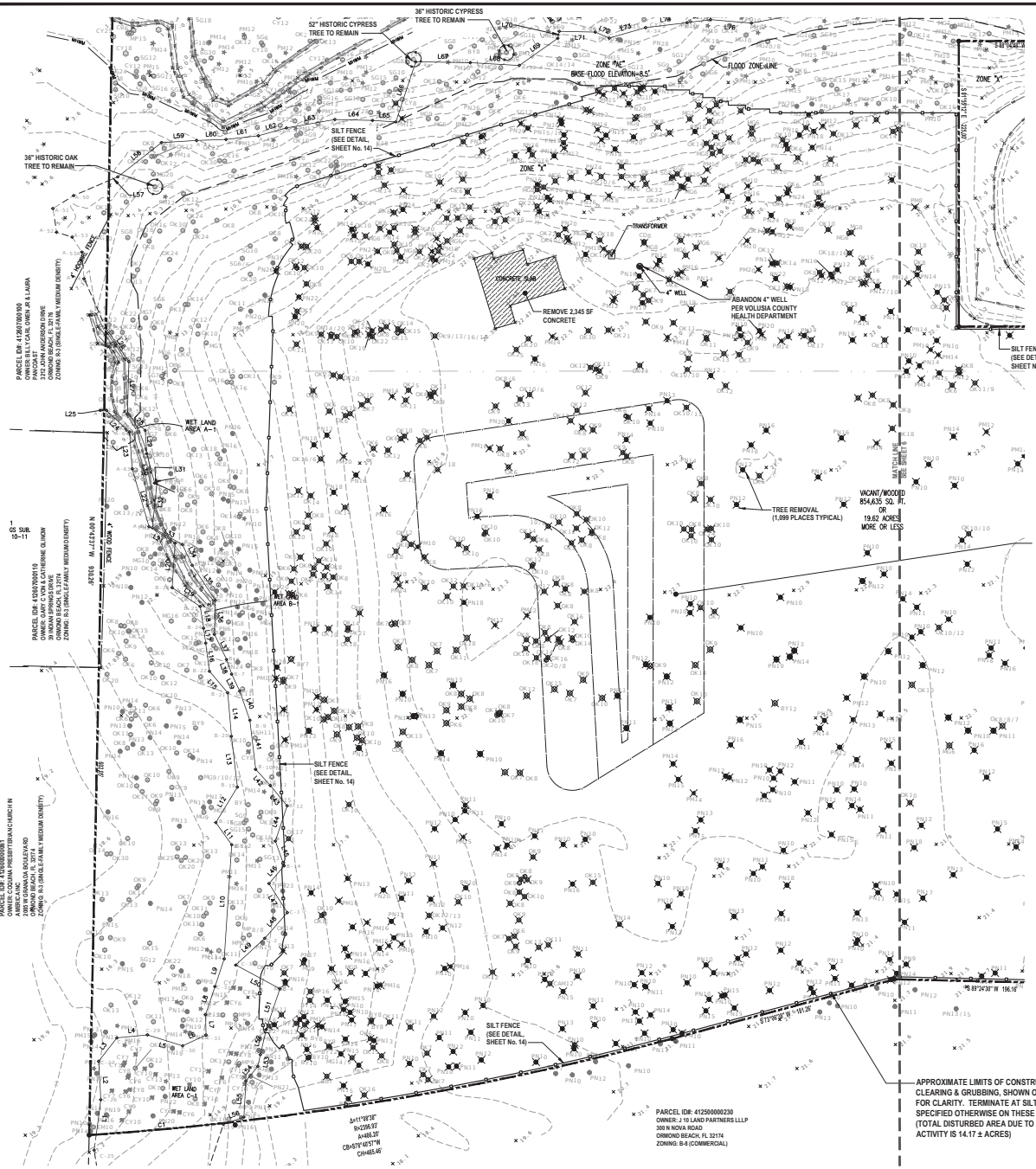
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

9



LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL, SHEET No. 11)
- PROPOSED TREE PROTECTION (SEE DETAIL, SHEET No. 11)
- PROPOSED AGGREGATE
- CONCRETE SIDEWALK REMOVAL
- ASPHALT PAVEMENT REMOVAL
- PAVEMENT PREPARATION AREA
- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED
- INLET PROTECTION

BENCHMARK INFORMATION:

#1 RAILROAD SPIKE
ELEVATION = 21.20

#2 NAIL & DISK IN DRIVEWAY
ELEVATION = 15.02

VERTICAL DATA
ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988. FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988.

OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

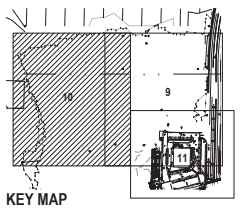
HISTORIC TREE LEGEND :

		EXISTING	REMOVED
CYPRESS TREE	CY	4	0
OAK TREE	Ok	3	0
		7	0

SPECIMEN TREE LEGEND :

BAY TREE	BY
CYPRESS TREE	CY
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	Ok
PINE TREE	PN
SWEETGUM TREE	SG

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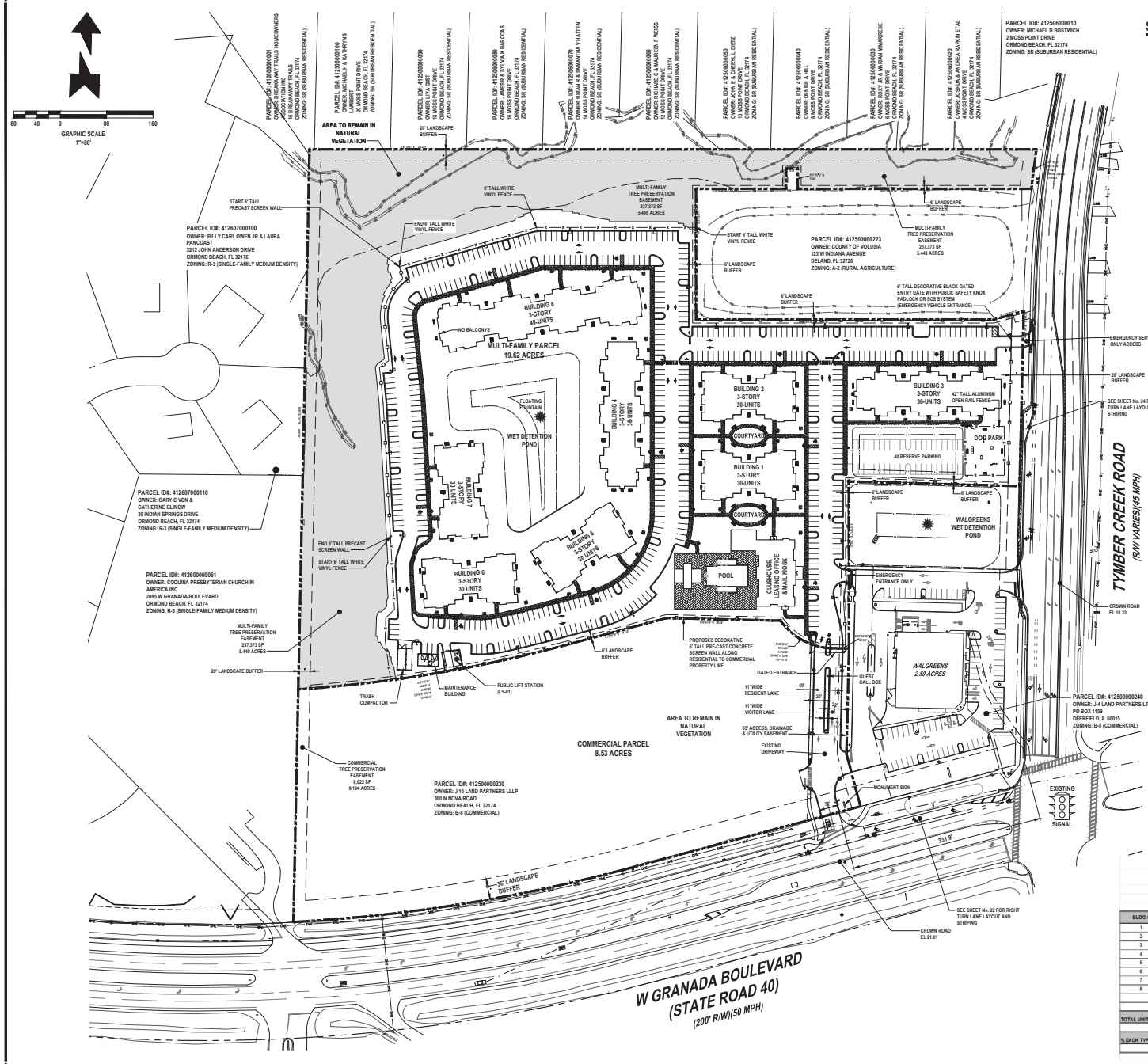
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SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING	LANDSCAPE
FRONT (TYMBER CREEK)	25 FEET	20 FEET
REAR (NORTH)	20 FEET	20 FEET
SIDE (WEST)	10 FEET	20 FEET
SIDE (INTERIOR)	10 FEET	6 FEET
SIDE (CORNER)	20 FEET	6 FEET
MAXIMUM BUILDING HEIGHT		45 FEET

* SECTION 2-36(d) STATES, "HEIGHT LIMITS MAY EXCEED THAT ALLOWED BY DISTRICT REGULATIONS BY A MAXIMUM FIFTEEN FEET (15'), PROVIDED THAT THE STRUCTURE IS LOCATED AS TO NOT HAVE AN ADVERSE IMPACT ON ADJOINING PROPERTIES, PARTICULARLY SINGLE-FAMILY HOMES. THIS ADDITIONAL HEIGHT ALLOWANCE WILL NOT BE AWARDED FOR ANY PORTION OF A STRUCTURE LOCATED WITHIN FIFTY FEET (50') OF A SINGLE FAMILY HOME OR FOR A VACANT SITE IN A ZONING DISTRICT DESIGNED PRIMARILY FOR SUCH USE. IN NO CASE SHALL ANY BUILDING HEIGHT EXCEED SEVENTY-FIVE FEET (75') WHEN MEASURED FROM THE AVERAGE MEDIAN LOT ELEVATION TO THE HIGHEST POINT OF ANY STRUCTURE AND/OR ATTACHED SERVICES."

MAXIMUM BUILDING COVERAGE	35%
MAXIMUM IMPERVIOUS LOT COVERAGE	75%

THE B-8 ZONING DISTRICT ALLOWS 10 UNITS PER ACRE. THE LAND USE CATEGORIES ALLOW:
(1) "OPEN SPACE/CONSERVATION" (3.2 ACRES) - 0 UNITS
(2) "RESIDENTIAL, OFFICE RETAIL" (3.2 ACRES) - 48 UNITS
(3) "GENERAL COMMERCIAL" (13.22 ACRES) - 423 UNITS

THE PROPERTY'S LAND USES ALLOW A TOTAL OF 471 UNITS (300 UNITS PROPOSED).
THE UNITS PER ACRE NEED TO BE BASED UPON 16.42 ACRES OR
270 UNITS / 16.42 = 16.44 UNITS PER ACRE

NO STRUCTURE SHALL EXCEED 180 LINEAR FEET IN LENGTH PER LDC SECTION 2-57(22)(f).

2. PROPOSED SITE COVERAGE:

	SQ. FT	ACRE	%
BUILDINGS	120,665	2.770	14.1
PAVEMENT	161,047	3.697	18.8
CONCRETE SIDEWALKS / PADS/ POOL DECK	45,724	1.050	5.4
RESERVED PARKING	11,410	0.262	1.3
EXTERIOR LANDSCAPE	67,254	1.544	7.9
INTERIOR LANDSCAPE	319,004	7.323	37.3
WET DETENTION PONDS	36,353	0.835	4.3
WETLANDS	104,588	2.401	12.2
TOTAL SITE	854,635	19.620	100.0
TOTAL IMPERVIOUS	327,436	7.517	38.3
TOTAL PERVIOUS	527,199	12.103	61.7

3. PARKING REQUIREMENTS

UNIT MIX
1.5 SPACES PER 1 BEDROOM x 114 = 171 SPACES
0.5 SPACES RESERVE PER 1 BEDROOM x 114 = 57 SPACES
2.0 SPACES PER 2 BEDROOM x 144 = 288 SPACES
2.0 SPACES PER 3 BEDROOM x 12 = 24 SPACES
TOTAL REQUIRED PARKING = 540 SPACES

4. PARKING PROVIDED

		%
HANDICAP	11	2.0
STANDARD	489	90.6
RESERVE	40	7.4
TOTAL PARKING PROVIDED	540	100.0

5. BICYCLE PARKING REQUIRED

10% OF TOTAL PARKING = 0.10 x 540 = 54
REQUIRED BICYCLE PARKING = 54 SPACES

6. BICYCLE PARKING PROVIDED

57 BICYCLE SPACES PROVIDED

TYMBER CREEK APARTMENTS - SCHEME A

UNIT MIX & BUILDING SCHEDULE

			UNIT SQ. FT.	1 BD / 1BA 774	1 BD / 1BA 792	1 BD / 1BA 754	2BD / 2BA 1128	3BD / 2BA 1311	
BLDG #	BLDG TYPE	# OF STORIES		A1	A2	A3	B1	C1	TOTAL
1	GARDEN	3 STORY		-	-	12	24	-	36
2	GARDEN	3 STORY		12	6	-	12	-	30
3	GARDEN	3 STORY		12	6	-	12	-	30
4	GARDEN	3 STORY		-	-	12	24	-	36
5	GARDEN	3 STORY		12	6	-	12	-	30
6	GARDEN	3 STORY		12	6	-	12	-	30
7	GARDEN	3 STORY		12	6	-	12	-	30
8	GARDEN	3 STORY		-	-	-	36	12	48
TOTAL UNITS				60	30	24	144	12	270
% EACH TYPE				22.22%	11.11%	8.89%	53.33%	4.44%	100%

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OVERALL DEVELOMENT PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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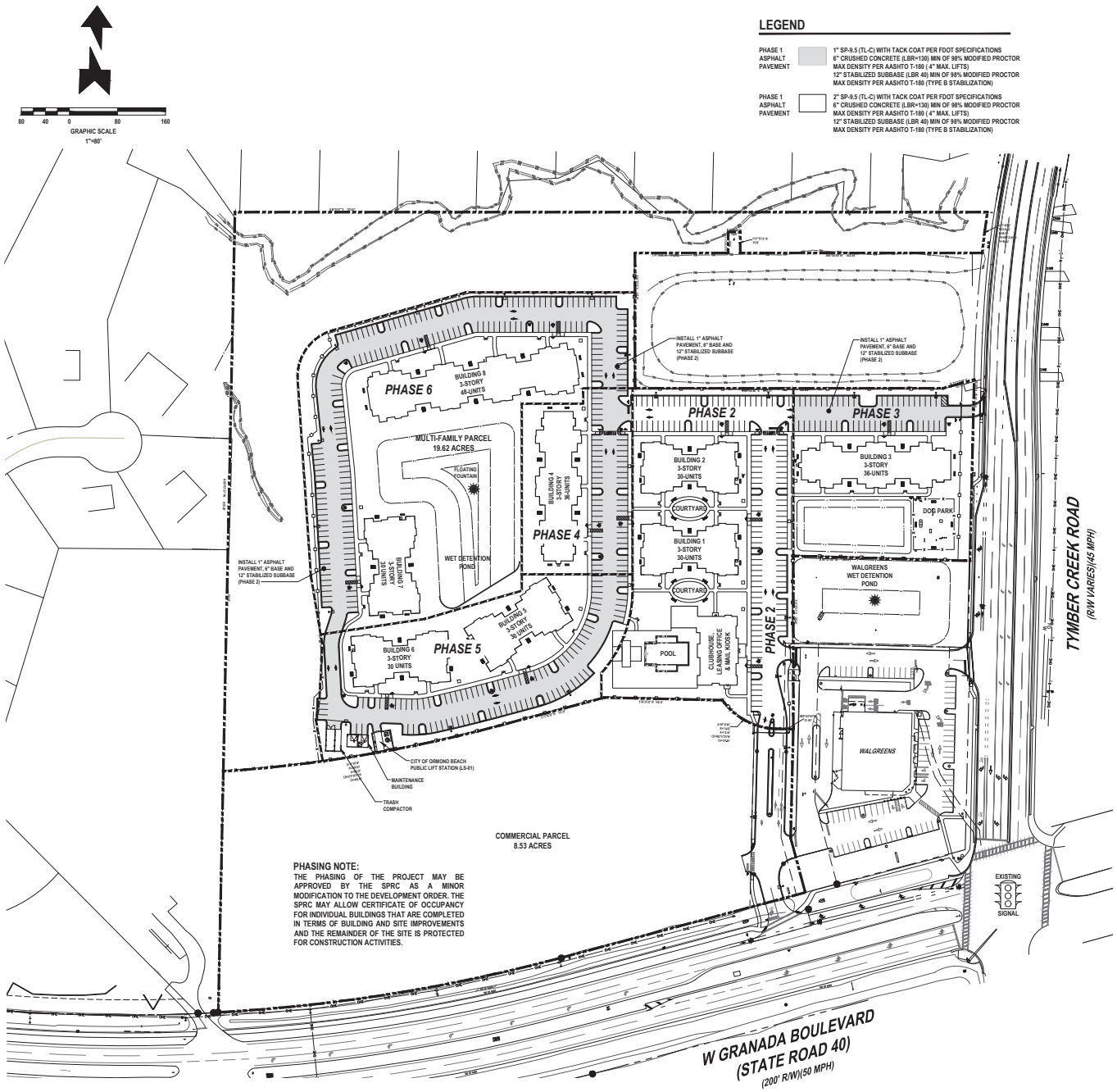
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HARRY H. NEWKIRK, P.E. # 62971

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SCALE:	1" = 80'

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15



PHASE 1 (SITE INFRASTRUCTURE CONSTRUCTION)

1. INSTALL ALL SITE FENCE, TREE BARRICADES AND CONSTRUCTION ENTRANCE.
2. CLEARING AND GRUBBING ENTIRE SITE WITHIN LIMITS OF CONSTRUCTION.
3. EARTHWORK IMPROVEMENTS CONSISTING OF SITE GRADING AND STORMWATER PONDS.
4. INSTALL PUBLIC LIFT STATION AND SANITARY SEWER MAIN, MANHOLES AND SERVICES.
5. INSTALL WATER MAIN, FIRE HYDRANTS, WATER SERVICES AND FIRE SERVICES.
6. INSTALL STORMWATER INLETS, DRAINAGE PIPES, CONTROL STRUCTURES, STORM-TECH EXFILTRATION AND MITERED END SECTIONS.
7. INSTALL SEGMENTAL RETAINING WALL.
8. INSTALL FIRST LIFT OF ASPHALT PAVEMENT CONSISTING OF STABILIZED SUBBASE, BASE AND1 INCH OF ASPHALT PAVEMENT.
9. TYMBER CREEK ROADWAY IMPROVEMENTS CONSISTING OF RIGHT-TURN LANE AND DUEL LEFT TURN LANE EXPANSION.
10. SURVEYOR TO PREPARE AS-BUILTS FOR WATER AND SEWER IMPROVEMENTS.
11. ENGINEER OF RECORD TO PREPARE FDEP WATER AND WASTEWATER CERTIFICATIONS FOR CITY OF ORMOND BEACH APPROVAL. ENGINEER OF RECORD TO SUBMIT FDEP WATER AND WASTEWATER CERTIFICATIONS TO FDEP FOR FINAL APPROVAL.
12. ENGINEER OF RECORD TO CERTIFY TYMBER CREEK ROAD IMPROVEMENTS WITH VOLUSIA COUNTY.

PHASE 2 (CLUBHOUSE, BUILDING 1 & 2)

1. ALL SITE INFRASTRUCTURE IMPROVEMENTS SHALL BE CONSTRUCTED INCLUDING FIRST LIFT OF ASPHALT FOR THE ENTIRE DEVELOPMENT PRIOR TO REQUESTING ANY BUILDING CLEARING FOR OCCUPANCIES.
2. CONSTRUCT CLUBHOUSE AND POOL, BUILDING 1 AND 2 BUILDING IMPROVEMENTS.
3. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
4. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
5. INSTALL SIDEWALK CONNECTION TO GRANADA BOULEVARD.
6. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
7. INSTALL PRE-CAST SCREEN WALL.
8. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
9. INSTALL LANDSCAPE, IRRIGATION AND FLOATING FOUNTAIN WITHIN WALGREENS.
10. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
11. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
12. INSTALL TEMPORARY DUMPSTER.
13. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
14. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
15. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 3 (BUILDING 3)

1. CONSTRUCT BUILDING 3 BUILDING IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL SIDEWALK CONNECTION TO TYMBER CREEK ROAD.
5. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
6. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
7. INSTALL TEMPORARY DUMPSTER.
8. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
9. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
10. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
11. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
12. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS A REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 4 (BUILDING 4)

1. CONSTRUCT BUILDING 4 BUILDING IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. INSTALL TEMPORARY DUMPSTER.
7. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
8. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
11. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 5 (BUILDING 5, 6, MAINTENANCE BLDG. & TRASH COMPACTOR)

1. CONSTRUCT BUILDING 5, 6, MAINTENANCE BUILDING AND TRASH COMPACTOR IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. REMOVE ALL TEMPORARY DUMPSTER'S.
7. SURVEYOR TO PREPARE AS-BUILTS FOR THIS PHASE.
8. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
11. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 6 (BUILDING 7, 8 & ENTIRE SITE FINAL RE-INSPECTION)

1. CONSTRUCT BUILDING 7, 8 BUILDING IMPROVEMENTS AND FINAL SITE RE-INSPECTION.
2. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. IINSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. SURVEYOR TO PREPARE AS-BUILTS FOR THIS PHASE.
7. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
8. INSTALL FLOATING FOUNTAIN IN WET DETENTION POND.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. ENGINEER OF RECORD TO CERTIFY STORMWATER SYSTEM WITH SJRWMD.
11. ENGINEER OF RECORD TO CERTIFY FDEP NPDES NOTICE OF TERMINATION.
12. CITY OF ORMOND BEACH PHASE INSPECTION AND RE-INSPECTION OF ENTIRE SITE WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
13. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

CITY OF ORMOND BEACH SPRC NOTE:

THE PHASING OF THE PROJECT MAY BE APPROVED BY SPRC AS A MINOR MODIFICATION TO THE DEVELOPMENT ORDER. THE SPRC MAY ALLOW CERTIFICATE OF OCCUPANCY FOR INDIVIDUAL BUILDINGS THAT ARE COMPLETED IN TERMS OF BUILDING AND SITE IMPROVEMENTS AND THE REMAINDER OF THE SITE IS PROTECTED FOR CONSTRUCTION ACTIVITIES.

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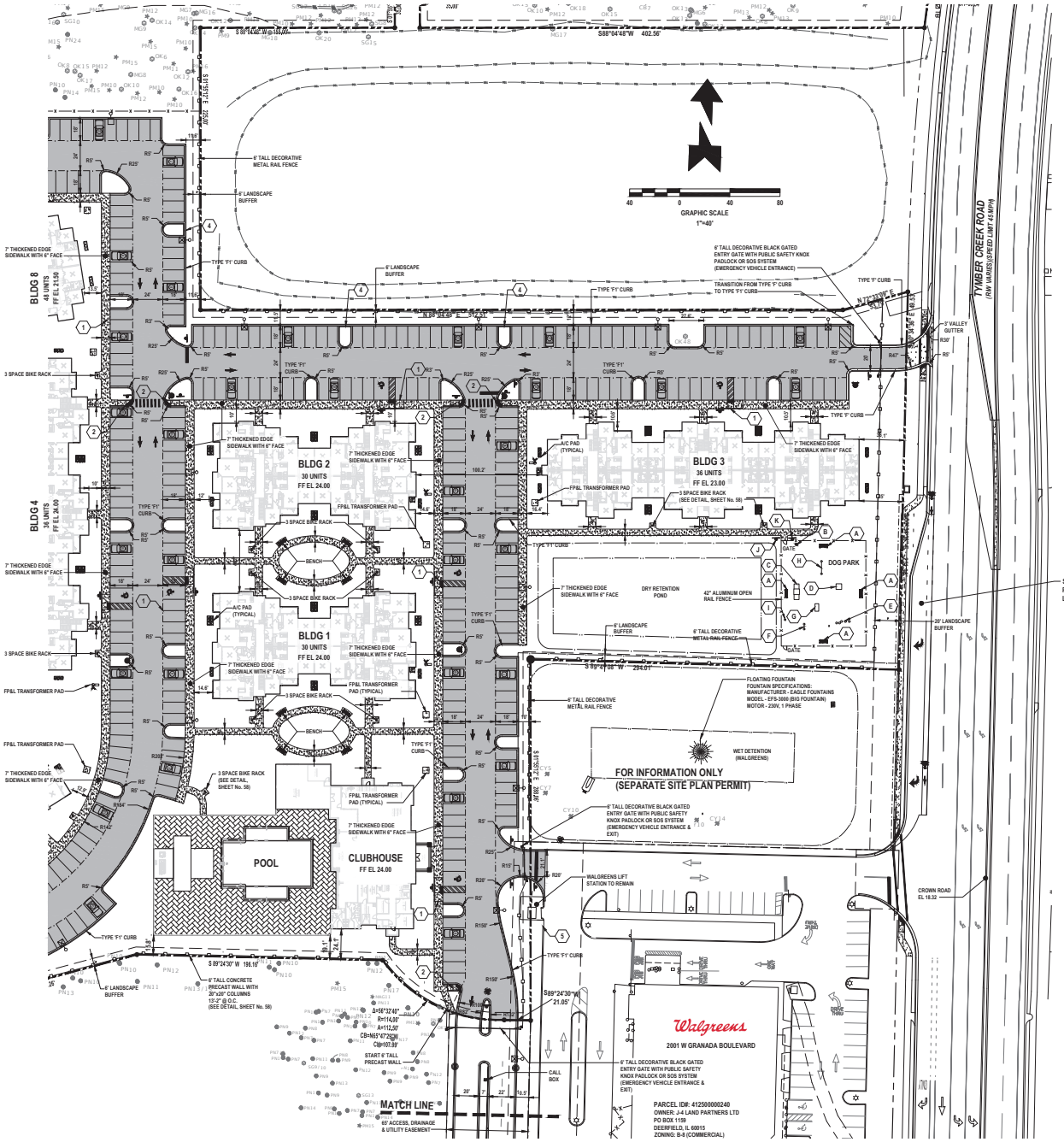
HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

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PAVING LEGEND

ASPHALT PAVEMENT	2" SP-9.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) 12" STABILIZED SUBBASE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION) * ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) (TYPE B STABILIZATION) *ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT
CONCRETE PAVEMENT	6" CONCRETE (4,000 P.S.I. @ 28 DAYS) WITH FIBER MESH PER MANUFACTURER SPECIFICATIONS 12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (6" LIFTS) (TYPE B STABILIZATION) (SEE DETAIL, SHEET No. 56 & 58)
CONCRETE SIDEWALK	4" THICK CLASS I CONCRETE (3,000 P.S.I. @ 28 DAYS) PER FDOT INDEX 522-001 (SEE DETAIL, SHEET No. 56, 58, 62-64).
POOL DECK PAVERS	POOL DECK PAVERS

DOG PARK / PLAYGROUND KEYNOTES:

HTTPS://PARKWAREHOUSE.COM/PRODUCT/INTERMEDIATE-COURSE-BARKPARK-DOG-AGILITY-COURSE/

- (A) GYMS FOR DOGS 6' PARK BENCH (622DP235)
- (B) DOG PARK PET CLEAN UP WASTE STATION (DL-PWR-FT)
- (C) KING OF THE HILL (622DP100)
- (D) PAWS TABLE (622DP110)
- (E) STEPPING PAWS (622DP130)
- (F) HOOP JUMP (622DP115)
- (G) DOGGIE CRAWL (622DP150)
- (H) ROVER JUMP OVER (622DP125)
- (I) DRINKING FOUNTAIN (648WF345)
- (J) GYMS FOR DOGS WELCOME SIGN (DL-WELCM-SIGN)
- (K) GYMS FOR DOGS RULES SIGN (DL-RULES-SIGN)

LEGEND

- TYPE 'F' CURB (SEE DETAIL, SHEET No. 56 & 58)
- F1' CURB (SEE DETAIL, SHEET No. 58)
- TYPE VALLEY GUTTER (SEE DETAIL, SHEET No. 58)
- TRANSITION FROM TYPE 'F' CURB TO TYPE 'F1' CURB
- 24" DETECTABLE WARNING MAT (SEE DETAIL, SHEET No. 63)
- SITE LIGHTING
  SEE SITE LIGHTING PLAN FOR COMPLETE SPECIFICATIONS (SITE LIGHTING SHALL NOT EMIT MORE THAN 0.5 FOOT-CANDLES AT THE PROPERTY LINE. ADD GLARE GUARDS IF REQUIRED.) (SEE SHEETS, No. 91 & 92)
- 3 SPACE BIKE RACK (SEE DETAIL, SHEET No. 58)
- 6' TALL WHITE VINYL FENCE (SEE DETAIL, SHEET No. 58)
- 6' TALL PRECAST SCREEN WALL (SEE DETAIL, SHEET No. 36)

KEYNOTES:

1. HANDICAP PARKING SPACE RAMP (SEE DETAIL, SHEET No. 19 & 20)
2. SIDEWALK CURB RAMP G (SEE DETAIL, SHEET No. 63)
3. SIDEWALK CURB RAMP E (SEE DETAIL, SHEET No. 63)
4. 18" GUTTER BYPASS (SEE DETAIL, SHEET No. 58)
5. SIDEWALK CURB RAMP C (SEE DETAIL, SHEET No. 63)

FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038

SEE SHEET No. 24 FOR RIGHT TURN LANE LAYOUT AND STRIPING

SEE SHEET No. 22 FOR LAYOUT AND STRIPING OF ENTRANCE AND TURN LANE

MONUMENT SIGN (REQUIRES SEPARATE BUILDING PERMIT WITH CITY)

KEY MAP

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER
1/30/23	OWNER
3/29/23	CITY COMMENTS

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
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C.A. # 30209
LC # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

SITE LAYOUT PLAN (SHT. 1 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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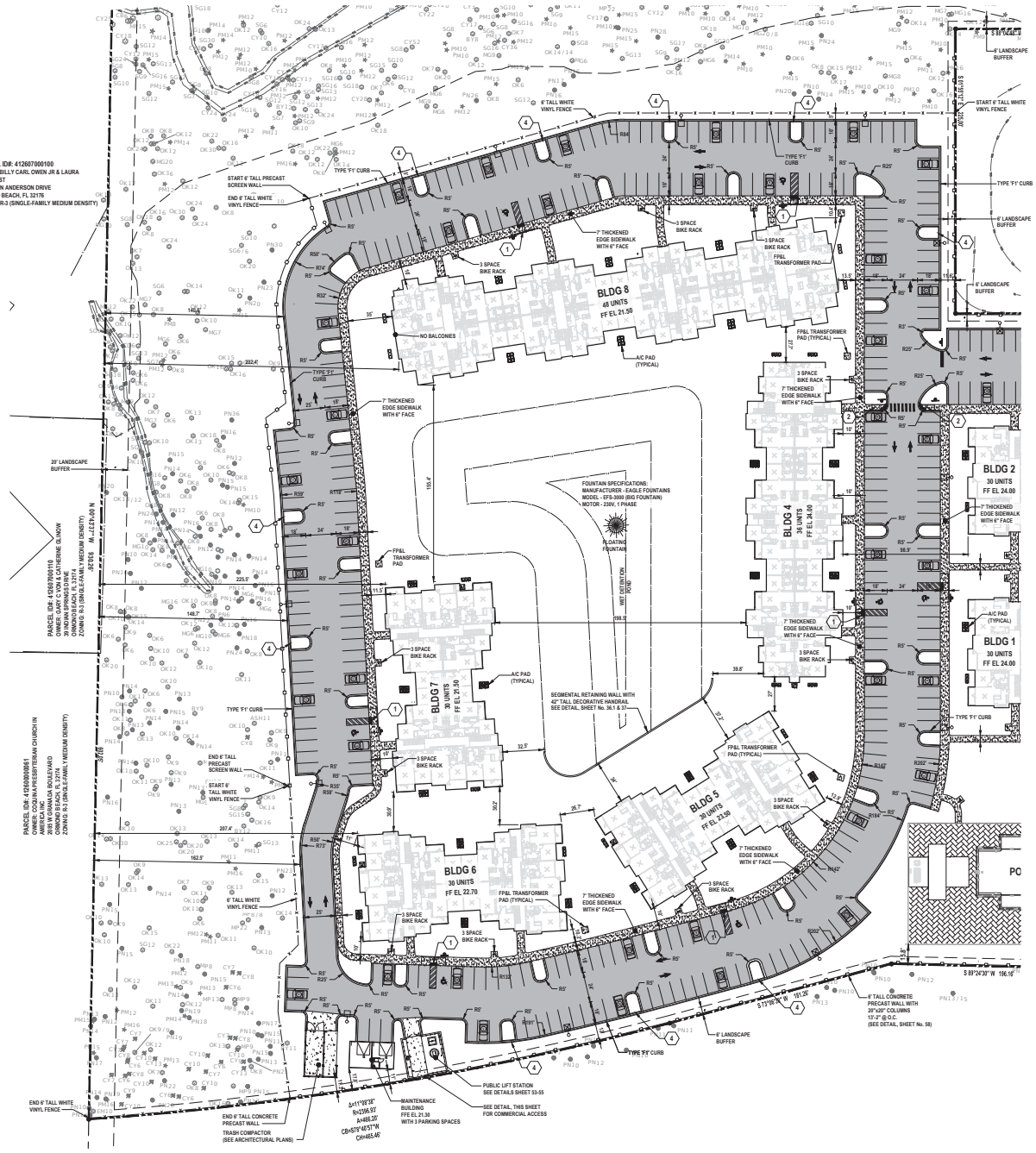
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

17



GRAPHIC SCALE
1"=40'

PAVING LEGEND

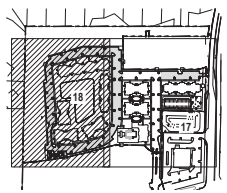
ASPHALT PAVEMENT		2" SP-9.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) 12" STABILIZED SUBBASE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION) * ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) (TYPE B STABILIZATION) *ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT
CONCRETE PAVEMENT		6" CONCRETE (4,000 P.S.I. @ 28 DAYS) WITH FIBER MESH PER MANUFACTURER SPECIFICATIONS 12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (6" LIFTS) (TYPE B STABILIZATION) (SEE DETAIL, SHEET No. 56 & 58)
CONCRETE SIDEWALK		4" THICK CLASS I CONCRETE (3,000 P.S.I. @ 28 DAYS) PER FDOT INDEX 522-001 (SEE DETAIL, SHEET No. 56, 58, 62-64).
POOL DECK PAVERS		POOL DECK PAVERS

LEGEND

- TYPE 'F' CURB (SEE DETAIL, SHEET No. 56 & 58)
- 'F1' CURB (SEE DETAIL, SHEET No. 58)
- TYPE VALLEY GUTTER (SEE DETAIL, SHEET No. 58)
- TRANSITION FROM TYPE 'F' CURB TO TYPE 'F1' CURB
- 24" DETECTABLE WARNING MAT (SEE DETAIL, SHEET No. 63)
- SITE LIGHTING SEE SITE LIGHTING PLAN FOR COMPLETE SPECIFICATIONS (SITE LIGHTING SHALL NOT EMIT MORE THAN 0.5 FOOT-CANDLES AT THE PROPERTY LINE. ADD GLARE GUARDS IF REQUIRED.) (SEE SHEETS, No. 91 & 92)
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KEYNOTES:

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KEY MAP
NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
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2021
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NEWKIRK ENGINEERING INC.

SITE LAYOUT PLAN (SHT. 2 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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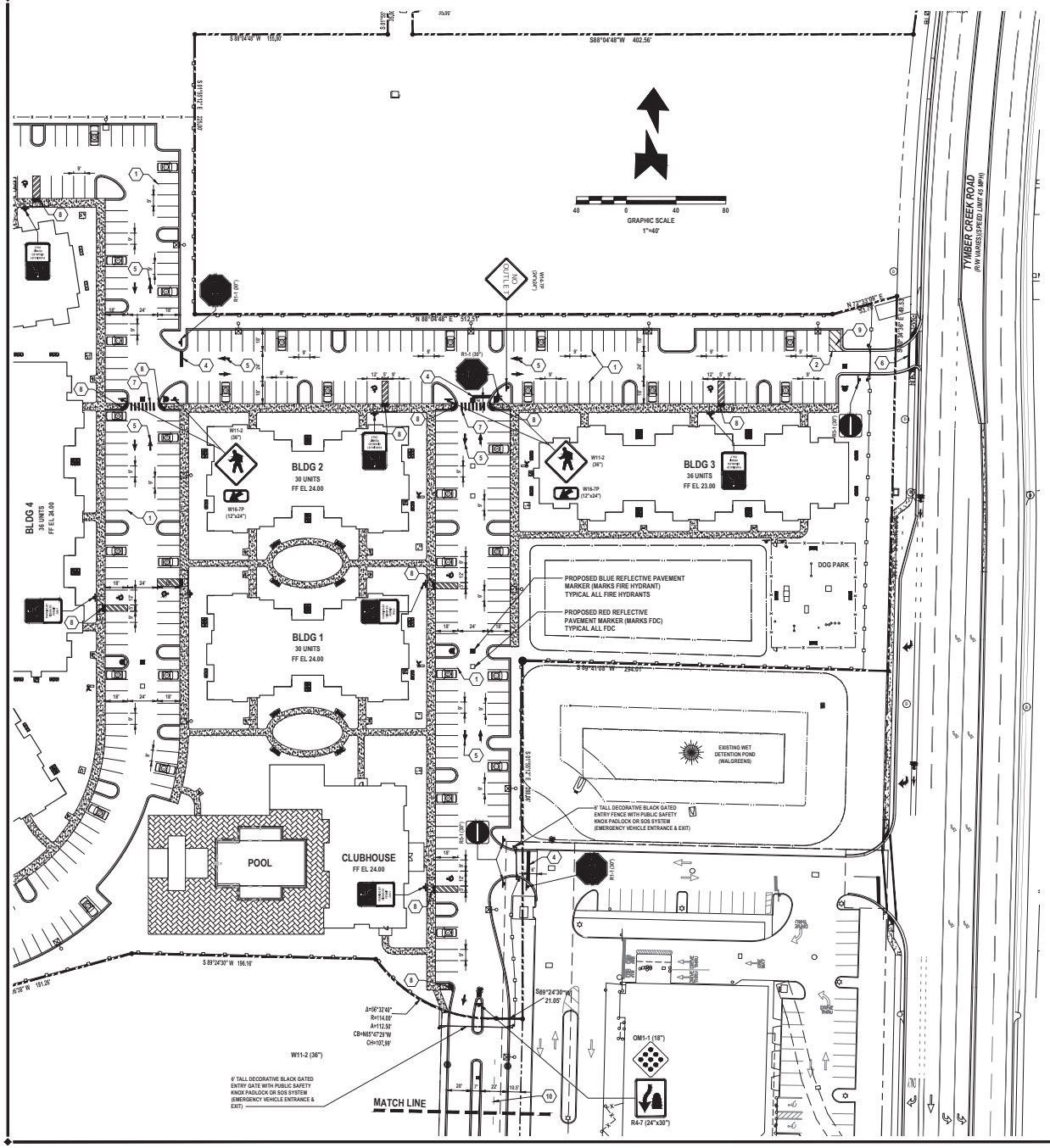
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

18



STRIPING KEYNOTES: (PER FDOT INDEX No. 711-001, ONLY THERMOPLASTIC IN R/W)

1. 6" SOLID WHITE LINE
2. 6" SOLID YELLOW LINE
3. 6" SOLID DOUBLE YELLOW LINE
4. 24" WHITE STOP BAR (THERMOPLASTIC)
5. WHITE DIRECTIONAL ARROW
6. STANDARD CROSSWALK
7. SPECIAL EMPHASIS CROSSWALK
8. 24" DETECTABLE WARNING MAT (PER FDOT INDEX No. 522-002)
9. 6" SOLID YELLOW LINE @ 45° SPACED AT 4' ON CENTER
10. 6" WHITE LINE 6' SKIP, 10' GAP

STRIPING LEGEND

- ■ PROPOSED BLUE REFLECTIVE PAVEMENT MARKER (MARKS FIRE HYDRANT)
- □ PROPOSED RED REFLECTIVE PAVEMENT MARKER (MARKS FDC)

PARKING CALCULATIONS

1. PARKING REQUIREMENTS

UNIT MIX

1.5 SPACES PER 1 BEDROOM x 114	= 171 SPACES
0.5 SPACES RESERVE PER 1 BEDROOM x 114	= 57 SPACES
2.0 SPACES PER 2 BEDROOM x 144	= 288 SPACES
2.0 SPACES PER 3 BEDROOM x 12	= 24 SPACES
TOTAL REQUIRED PARKING	= 540 SPACES

2. PARKING PROVIDED

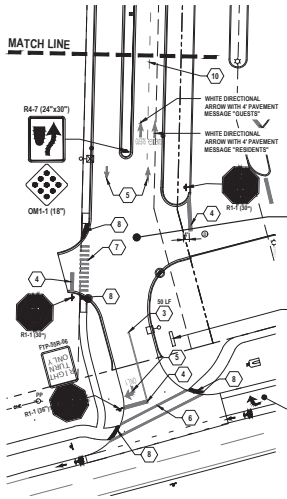
HANDICAP	10	1.9
STANDARD	490	90.7
RESERVE	40	7.4
TOTAL PARKING PROVIDED	540	100.0

3. BICYCLE PARKING REQUIRED

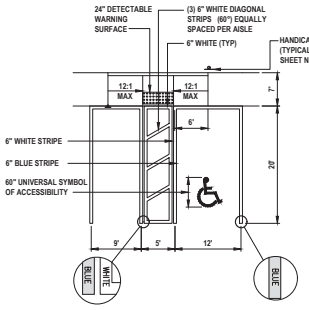
10% OF TOTAL PARKING = 0.10 x 540 = 54
REQUIRED BICYCLE PARKING = 54 SPACES

4. BICYCLE PARKING PROVIDED

57 BICYCLE SPACES PROVIDED



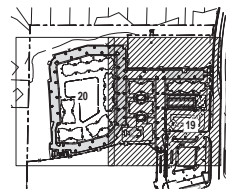
FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038



HANDICAP PARKING STRIPING

SCALE: 1" = 10'

(UNIVERSAL SPACES PER FLORIDA ADA)



KEY MAP

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4/7/22	CITY COMMENTS
10/25/22	OWNER

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LC. # 26001084
2020
Civil Engineering,
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NEWKIRK ENGINEERING INC.

STRIPING AND SIGNAGE PLAN (SHT. 1 OF 2)

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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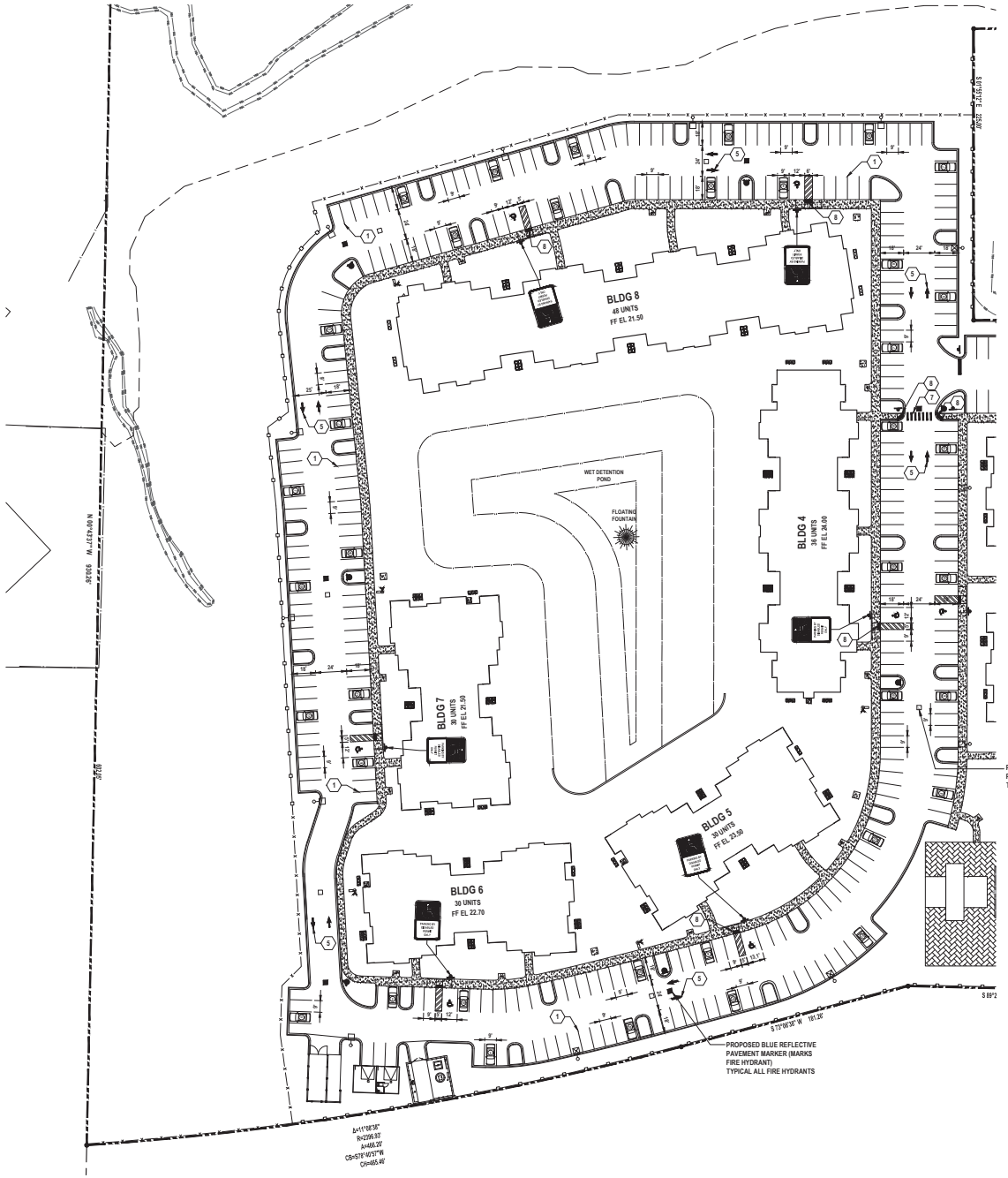
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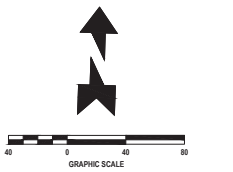
HARRY H. NEWKIRK, P.E. # 62971

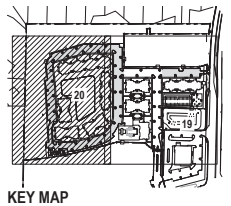
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

19







KEY MAP
NOT TO SCALE

STRIPING KEYNOTES: (PER FDOT INDEX No. 711-001, ONLY THERMOPLASTIC IN R/W)

1	6" SOLID WHITE LINE	8	24" DETECTABLE WARNING MAT (PER FDOT INDEX No. 522-002)
2	6" SOLID YELLOW LINE	9	6" WHITE SKIP LINE (10' - 30')
3	6" SOLID DOUBLE YELLOW LINE	10	6" WHITE DOTTED LANE DROP LINE (2' - 9')
4	24" WHITE STOP BAR (THERMOPLASTIC)	11	18" YELLOW LINE @ 45° SPACED 5' ON CENTER
5	WHITE DIRECTIONAL ARROW	12	18" YELLOW LINE @ 45° SPACED 10' ON CENTER
6	STANDARD CROSSWALK	13	WHITE "SHARK-TOOTH" YIELD LINE
7	SPECIAL EMPHASIS CROSSWALK	14	6" WHITE SKIP LINE (2' - 4')

PARKING CALCULATIONS

1. PARKING REQUIREMENTS

UNIT MIX

1.5 SPACES PER 1 BEDROOM x 114	= 171 SPACES
0.5 SPACES RESERVE PER 1 BEDROOM x 114	= 57 SPACES
2.0 SPACES PER 2 BEDROOM x 144	= 288 SPACES
2.0 SPACES PER 3 BEDROOM x 12	= 24 SPACES
TOTAL REQUIRED PARKING	= 540 SPACES

2. PARKING PROVIDED

		%
HANDICAP	10	1.9
STANDARD	490	90.7
RESERVE	40	7.4
TOTAL PARKING PROVIDED	540	100.0

3. BICYCLE PARKING REQUIRED

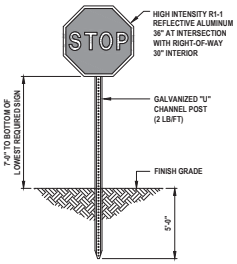
10% OF TOTAL PARKING = 0.10 x 540 = 54
REQUIRED BICYCLE PARKING = 54 SPACES

4. BICYCLE PARKING PROVIDED

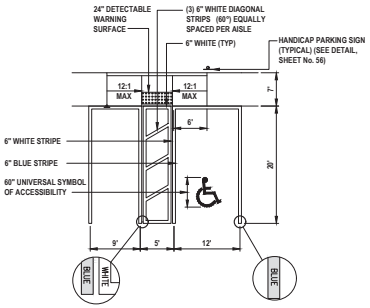
57 BICYCLE SPACES PROVIDED

STRIPING LEGEND

- ■ PROPOSED BLUE REFLECTIVE PAVEMENT MARKER (MARKS FIRE HYDRANT)
- □ PROPOSED RED REFLECTIVE PAVEMENT MARKER (MARKS FDC)



STOP SIGN DETAIL
NOT TO SCALE



HANDICAP PARKING STRIPING (UNIVERSAL SPACES PER FLORIDA ADA)
SCALE: 1" = 10'

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/25/22	OWNER

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Civil Engineering, Transportation, CEI & Landscape Architecture

STRIPING AND SIGNAGE PLAN (SHT. 2 OF 2)

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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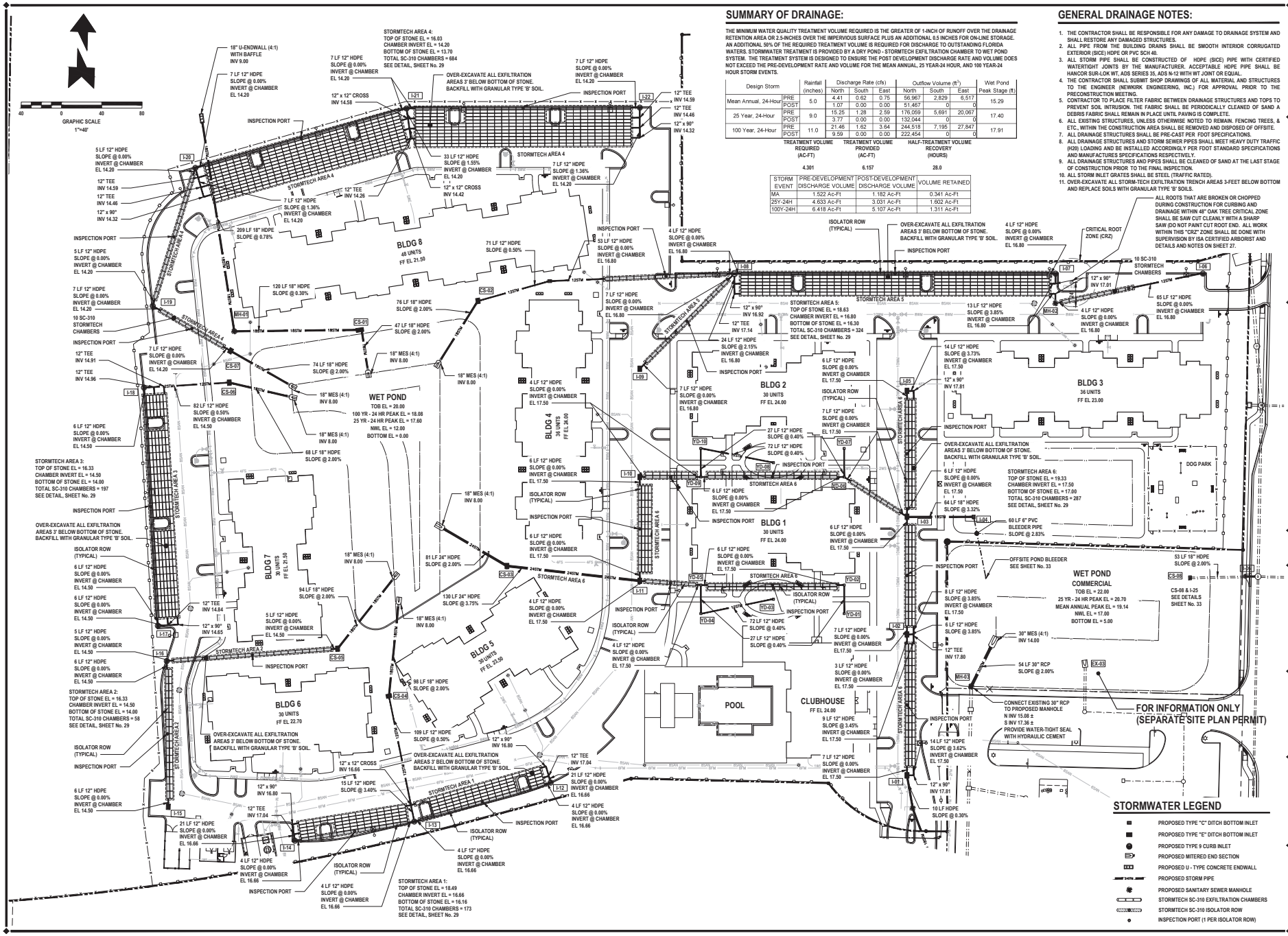
HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

20



SUMMARY OF DRAINAGE:

THE MINIMUM WATER QUALITY TREATMENT VOLUME REQUIRED IS THE GREATER OF 1-INCH OF RUNOFF OVER THE DRAINAGE RETENTION AREA OR 2.5-INCHES OVER THE IMPERVIOUS SURFACE PLUS AN ADDITIONAL 0.5 INCHES FOR ON-LINE STORAGE. AN ADDITIONAL 50% OF THE REQUIRED TREATMENT VOLUME IS REQUIRED FOR DISCHARGE TO OUTSTANDING FLORIDA WATERS. STORMWATER TREATMENT IS PROVIDED BY A DRY POND - STORMTECH EXFILTRATION CHAMBER TO WET POND SYSTEM. THE TREATMENT SYSTEM IS DESIGNED TO ENSURE THE POST DEVELOPMENT DISCHARGE RATE AND VOLUME DOES NOT EXCEED THE PRE-DEVELOPMENT RATE AND VOLUME FOR THE MEAN ANNUAL, 25 YEAR-24 HOUR, AND 100 YEAR-24 HOUR STORM EVENTS.

Design Storm	Rainfall (inches)	Discharge Rate (cfs) North	Discharge Rate (cfs) South	Discharge Rate (cfs) East	Outflow Volume (ft³) North	Outflow Volume (ft³) South	Outflow Volume (ft³) East	Wet Pond Peak Stage (ft)
Mean Annual, 24-Hour	PRE	5.0	4.41	0.62	0.75	56,967	2,829	6,517	15.29
	POST		1.07	0.00	0.00	51,467	0	0	
25 Year, 24-Hour	PRE	9.0	15.25	1.28	2.59	176,059	5,691	20,067	17.40
	POST		3.77	0.00	0.00	132,044	0	0	
100 Year, 24-Hour	PRE	11.0	21.46	1.62	3.64	244,518	7,195	27,847	17.91
	POST		9.59	0.00	0.00	222,454	0	0	

TREATMENT VOLUME REQUIRED (AC-FT)	TREATMENT VOLUME PROVIDED (AC-FT)	HALF-TREATMENT VOLUME RECOVERY (HOURS)
4.301	6.157	28.0

STORM EVENT	PRE-DEVELOPMENT DISCHARGE VOLUME	POST-DEVELOPMENT DISCHARGE VOLUME	VOLUME RETAINED
MA	1.522 Ac-Ft	1.182 Ac-Ft	0.341 Ac-Ft
25Y-24H	4.633 Ac-Ft	3.031 Ac-Ft	1.602 Ac-Ft
100Y-24H	6.418 Ac-Ft	5.107 Ac-Ft	1.311 Ac-Ft

GENERAL DRAINAGE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES.
2. ALL PIPE FROM THE BUILDING DRAINS SHALL BE SMOOTH INTERIOR CORRUGATED EXTERIOR (SICE) HDPE OR PVC SCH 40.
3. ALL STORM PIPE SHALL BE CONSTRUCTED OF HDPE (SICE) PIPE WITH CERTIFIED WATERTIGHT JOINTS BY THE MANUFACTURER. ACCEPTABLE HDPE PIPE SHALL BE HANCOR SUR-LOK WT, ADS SERIES 35, ADS N-12 WITH WT JOINT OR EQUAL.
4. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL MATERIAL AND STRUCTURES TO THE ENGINEER (NEWKIRK ENGINEERING, INC.) FOR APPROVAL PRIOR TO THE PRECONSTRUCTION MEETING.
5. CONTRACTOR TO PLACE FILTER FABRIC BETWEEN DRAINAGE STRUCTURES AND TOPS TO PREVENT SOIL INTRUSION. THE FABRIC SHALL BE PERIODICALLY CLEANED OF SAND A DEBRIS FABRIC SHALL REMAIN IN PLACE UNTIL PAVING IS COMPLETE.
6. ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN. FENCING TREES, & ETC., WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFFSITE.
7. ALL DRAINAGE STRUCTURES SHALL BE PRE-CAST PER FDOT SPECIFICATIONS.
8. ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY PER FDOT STANDARD SPECIFICATIONS AND MANUFACTURES SPECIFICATIONS RESPECTIVELY.
9. ALL DRAINAGE STRUCTURES AND PIPES SHALL BE CLEANED OF SAND AT THE LAST STAGE OF CONSTRUCTION PRIOR TO THE FINAL INSPECTION.
10. ALL STORM INLET GRATES SHALL BE STEEL (TRAFFIC RATED).
11. OVER-EXCAVATE ALL STORM-TECH EXFILTRATION TRENCH AREAS 3-FEET BELOW BOTTOM AND REPLACE SOILS WITH GRANULAR TYPE 'B' SOILS.

STORMWATER LEGEND

- PROPOSED TYPE "C" DITCH BOTTOM INLET
- PROPOSED TYPE "E" DITCH BOTTOM INLET
- PROPOSED TYPE 9 CURB INLET
- PROPOSED MITERED END SECTION
- PROPOSED U - TYPE CONCRETE ENDWALL
- PROPOSED STORM PIPE
- PROPOSED SANITARY SEWER MANHOLE
- STORMTECH SC-310 EXFILTRATION CHAMBERS
- STORMTECH SC-310 ISOLATOR ROW
- INSPECTION PORT (1 PER ISOLATOR ROW)

REVISIONS	
DATE	DESCRIPTION
12/22/21	SJRWMD COMMENTS
4/7/22	TITLE BLOCK
5/2/22	CITY COMMENTS
10/25/22	OWNER
3/30/23	OWNER

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DRAINAGE PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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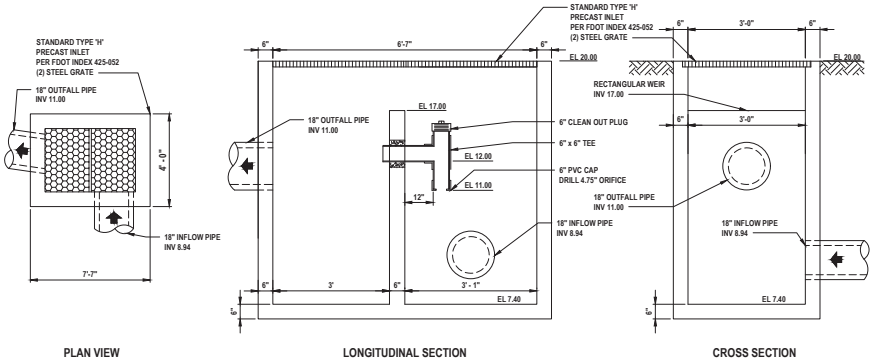
HARRY N. NEWKIRK
LICENSED
NO. 62971
STATE OF FLORIDA
PROFESSIONAL ENGINEER

HARRY N. NEWKIRK, P.E. # 62971

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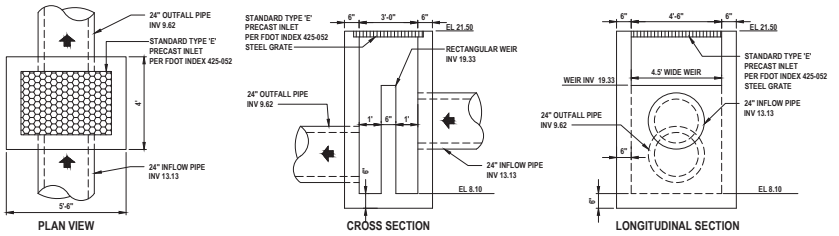
26



PLAN VIEW | LONGITUDINAL SECTION | CROSS SECTION

CONTROL STRUCTURE CS-01 DETAIL

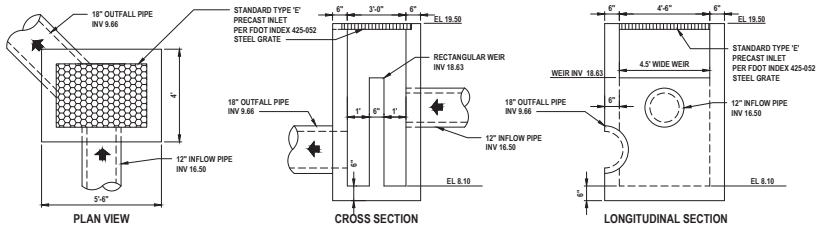
NOT TO SCALE



PLAN VIEW | CROSS SECTION | LONGITUDINAL SECTION

CONTROL STRUCTURE CS-03 DETAIL

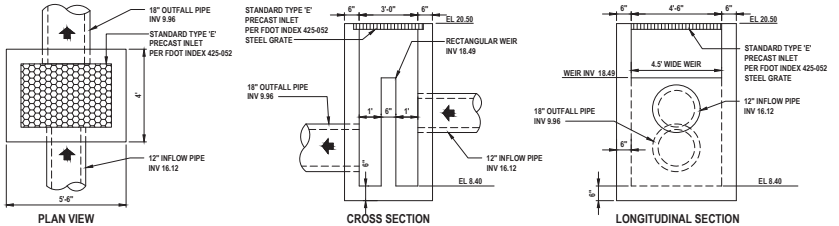
NOT TO SCALE



PLAN VIEW | CROSS SECTION | LONGITUDINAL SECTION

CONTROL STRUCTURE CS-02 DETAIL

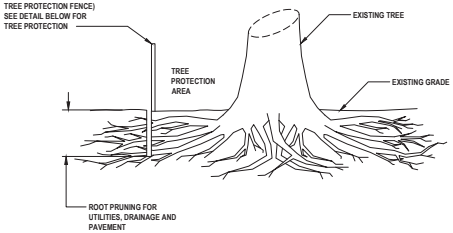
NOT TO SCALE



PLAN VIEW | CROSS SECTION | LONGITUDINAL SECTION

CONTROL STRUCTURE CS-04 DETAIL

NOT TO SCALE



1. INSTALL ALL TREE PROTECTION BARRIERS PRIOR TO CONSTRUCTION. LOCATION OF ALL TREE PROTECTION MUST BE APPROVED BY ISA CERTIFIED ARBORIST AND CITY OF NEW SMYRNA BEACH PRIOR TO CONSTRUCTION.
2. ROOT PRUNING METHODS AND MEANS MUST BE IN ACCORDANCE WITH ANSI A300.
3. ROOT PRUNING SHALL BE CONDUCTED WITH THE SUPERVISION OF AN ISA CERTIFIED ARBORIST.
4. ALL ROOT PRUNING MUST BE MADE CLEANLY WITH A SHARP ROOT PRUNING TOOL (SUCH AS A DOSKO OR VERMEER ROOT MECHANICAL ROOT PRUNER EQUIPMENT.
4. ROOTS OVER 1.5" DIAMETER SHALL HAVE A CLEAN CUT MADE BY A CLEAN SAW ON THE SURFACE OF THE ROOT; WHICH IS STILL ATTACHED TO THE TREE. DO NOT PAINT THE CUT ROOT END. IF EXCAVATION IS FOR INSTALLATION OF UNDERGROUND UTILITIES AND DRAINAGE AND ROOTS ARE BROKEN OR CHOPPED; THEN ALL ROOTS SHALL BE CLEANED SAW AT CHOPPED OR BROKEN POINT.

ROOT PRUNING DETAIL

NOT TO SCALE



CONTRACTOR TO USE DOSKO OR VERMEER MECHANICAL ROOT PRUNER EQUIPMENT WHEN WITHIN CRITICAL ROOT ZONE OR TREE PROTECTION AREA FOR INSTALLATION OF 4" CONDUITS FOR ELECTRICAL, CABLE, TELECOMMUNICATIONS AND IRRIGATION SERVICES

MECHANICAL ROOT PRUNER EQUIPMENT DETAIL

NOT TO SCALE

STORM STRUCTURE SCHEDULE

I.D.	SIZE	TYPE BOT	TYPE TOP	TOP ELEV	BOT ELEV	N INV	S INV	E INV	W INV
I-01	---	ALT-B	E	21.00	16.00	12" 17.50	18" 17.50	12" 18.00	---
I-02	---	ALT-B	E	21.00	16.00	12" 17.50	12" 17.50	12" 18.00	---
I-03	---	ALT-B	E	21.00	16.00	12" 17.50	12" 17.50	18" 17.50	12" 17.50
I-04	---	ALT-B	E	21.00	14.79	---	6" 16.40	---	18" 16.29
I-05	---	ALT-B	E	21.00	16.00	---	12" 17.50	12" 18.00	---
I-06	4' DIA	P	9	19.72	15.30	---	---	---	12" 16.80
I-07	4' DIA	P	9	21.61	15.30	---	12" 17.30	---	12" 16.80
I-08	5' DIA	P	9	21.00	15.30	---	12" 17.30	12" 16.80	12" 16.80
I-09	---	ALT-B	E	21.61	15.30	---	---	12" 16.80	---
I-10	---	ALT-B	E	21.81	16.00	---	12" 17.50	12" 17.50	---
I-11	---	ALT-B	E	21.61	16.00	12" 17.50	---	12" 17.50	24" 18.00
I-12	---	ALT-B	E	20.16	15.16	12" 17.16	---	---	12" 16.66
I-13	4' DIA	P	9	20.16	15.16	12" 17.16	---	12" 16.66	12" 16.66
I-14	4' DIA	P	9	20.16	15.16	12" 17.16	---	12" 16.66	---
I-15	---	ALT-B	E	19.70	13.00	12" 14.50	---	---	---
I-16	4' DIA	P	9	18.00	13.00	---	12" 14.50	---	12" 14.50
I-17	4' DIA	P	9	18.00	13.00	12" 14.50	---	12" 15.00	---
I-18	4' DIA	P	9	18.23	13.00	---	12" 14.50	---	12" 15.00
I-19	4' DIA	P	9	18.00	12.70	12" 14.20	---	12" 14.20	---
I-20	4' DIA	P	9	17.70	12.80	---	12" 14.70	12" 14.30	12" 14.30

I.D.	SIZE	TYPE BOT	TYPE TOP	TOP ELEV	BOT ELEV	N INV	S INV	E INV	W INV
I-21	4' DIA	P	9	17.70	12.80	---	12" 14.70	12" 14.30	12" 14.30
I-22	4' DIA	P	9	17.80	12.80	---	12" 14.70	---	12" 14.30
MH-01	4' DIA	P	MH	20.00	9.13	18" 10.63	---	18" 10.63	---
MH-02	4' DIA	P	MH	20.90	15.30	12" 17.30	---	12" 16.80	---
MH-03	4' DIA	P	MH	22.50	13.58	30" 15.08	30" 17.36	---	---

YD-01	24"	---	---	22.25	16.29	17.79	---	---	---
YD-02	24"	---	---	22.25	16.17	---	17.67	---	17.67
YD-03	24"	---	---	22.25	16.58	---	---	---	18.08
YD-04	24"	---	---	22.25	16.29	17.79	---	17.79	---
YD-05	24"	---	---	22.25	16.17	---	17.67	17.67	17.67
YD-06	24"	---	---	22.25	16.17	17.67	---	17.67	17.67
YD-07	24"	---	---	22.25	16.29	---	17.79	---	---
YD-08	24"	---	---	22.25	16.58	---	---	---	18.08
YD-09	24"	---	---	22.25	16.17	17.67	---	17.67	17.67
YD-10	24"	---	---	22.25	16.29	---	17.79	17.79	---

NOTES:

1. ROUND STRUCTURE BOTTOMS ARE FDOT ALTERNATE 'A'.
2. SQUARE/RECTANGULAR STRUCTURE BOTTOMS ARE FDOT ALTERNATE 'B'.
3. 4'-0" DIAMETER AND SMALLER AND 3'-6" SQUARE STANDARD STRUCTURE BOTTOMS ARE FDOT TYPE DESIGNATED 'P', LARGER STANDARD STRUCTURE BOTTOMS ARE DESIGNATED TYPE 'J'.
4. NO WEEP HOLES ALLOWED AT BOTTOM OF STRUCTURES.
5. ALL STRUCTURES SHALL HAVE A 1.5' DEEP BOTTOM SUMP TO COLLECT SEDIMENT AND DEBRIS.

REVISIONS

DATE	DESCRIPTION
12/22/21	SJRWMD COMMENTS
4/7/22	TITLE BLOCK
5/2/22	CITY COMMENTS
3/30/23	OWNER

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
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C.A. # 30209
LC # 26001084
2021
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC

DRAINAGE DETAILS (1 OF 2)

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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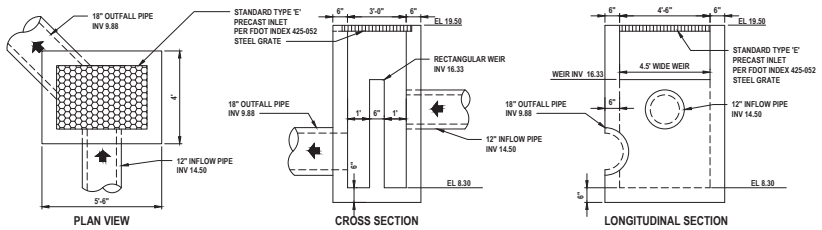
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	AS SHOWN

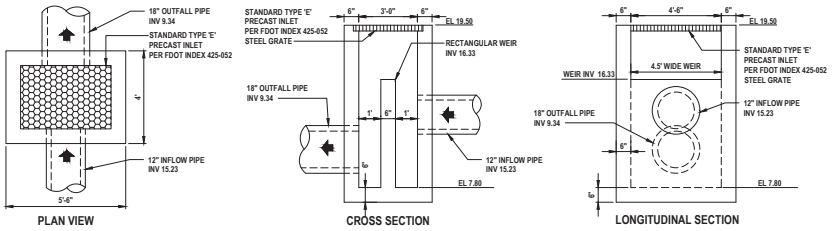
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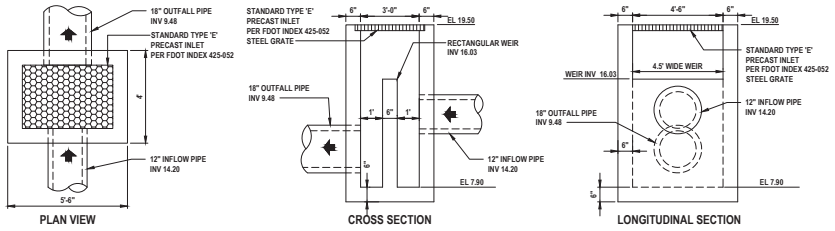
CONTROL STRUCTURE CS-05 DETAIL

NOT TO SCALE



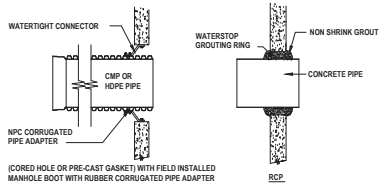
CONTROL STRUCTURE CS-06 DETAIL

NOT TO SCALE



CONTROL STRUCTURE CS-07 DETAIL

NOT TO SCALE



WATER-TIGHT PIPE TO MANHOLE CONNECTION DETAIL PRECAST HOLES REQUIRED

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
5/2/22	CITY COMMENTS
3/30/23	OWNER

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
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Civil Engineering,
Transportation, CEI &
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DRAINAGE DETAILS (2 OF 2)
TYMBER CREEK APARTMENTS
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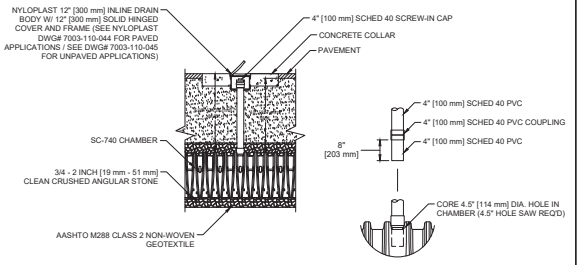
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	AS SHOWN

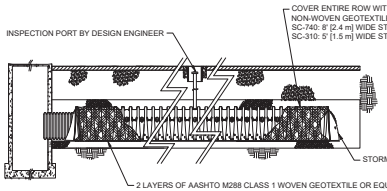
DRAWING NUMBER

28

1. INSPECTION PORT MUST BE CONNECTED THROUGH KNOCK-OUT LOCATED AT CENTER OF CHAMBER.
2. ALL SCHEDULE 40 FITTINGS TO BE SOLVENT CEMENTED.



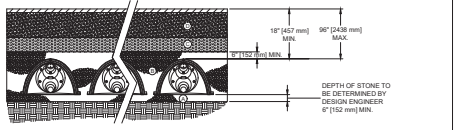
CONNECTION DETAIL
NTS



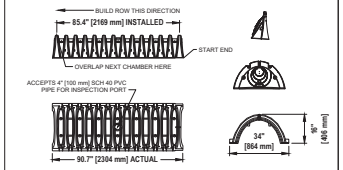
ACCEPTABLE FILL MATERIALS: STORMTECH SC-740 AND SC-310 CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	AASHTO M43 DESIGNATION[1]	COMPACTION/DENSITY REQUIREMENT
D	FILL MATERIAL FOR LAYER D STARTS FROM THE TOP OF THE C LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISH GRADE ABOVE. NOTE THAT PAVEMENT SUB-BASE MAY BE PART OF THIS LAYER.	N/A	PREPARE PER ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	FILL MATERIAL FOR LAYER C STARTS FROM THE TOP OF THE EMBEDMENT STONE (B LAYER) TO 18" [457 mm] ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUB-BASE MAY BE A PART OF THIS LAYER.	3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTION AFTER 12" [305 mm] OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" [152 mm] LIFTS TO A MIN. 95% STANDARD PROCTOR DENSITY [2]. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs [53 kN]. DYNAMIC FORCE NOT TO EXCEED 20,000 lbs [89 kN].
B	EMBEDMENT STONE SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE (A LAYER) TO THE C LAYER ABOVE.	3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	FOUNDATION STONE BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE. NOMINAL SIZE DISTRIBUTION BETWEEN 3/4 - 2 INCH [19 - 51 mm]	3, 35, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A 95% STANDARD PROCTOR DENSITY [2].

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR NO. 4 STONE WOULD STATE: CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE.
2. AS AN ALTERNATE TO PROCTOR TESTING AND FIELD DENSITY MEASUREMENTS ON OPEN GRADED STONE, STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9-INCH (MAX) LIFTS USING TWO FULL COVERAGES WITH AN APPROPRIATE COMPACTOR.



DRAWINGNAME
SCALE: SCALE
DATE: DATE
DRAWN BY: INITIALS
CHECKED: INITIALS



NOMINAL CHAMBER SPECIFICATIONS

SIZE (W x H x INSTALLED LENGTH)	34.0" x 16.0" x 85.4"
CHAMBER STORAGE	14.7 CUBIC FEET
MINIMUM INSTALLED STORAGE	31.0 CUBIC FEET
WEIGHT	35 lbs.

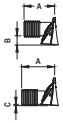
STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"

PART#	STUB	A	B	C
SC310EPE06T	6" [150 mm]	9.69" [244 mm]	5.80" [147 mm]	N/A
SC310EPE06B	6" [150 mm]	9.69" [244 mm]	N/A	0.59" [15 mm]
SC310EPE08T	8" [200 mm]	11.89" [302 mm]	3.50" [89 mm]	N/A
SC310EPE08B	8" [200 mm]	11.90" [302 mm]	N/A	0.60" [15 mm]
SC310EPE10T	10" [250 mm]	12.70" [323 mm]	1.40" [36 mm]	N/A
SC310EPE10B	10" [250 mm]	12.75" [323 mm]	N/A	0.75" [18 mm]
SC310EPE12B	12" [300 mm]	13.50" [343 mm]	N/A	0.90" [23 mm]

NOTE: ALL DIMENSIONS ARE NOMINAL

*FOR THE SC310EPE12B THE 12" [300 mm] STUB LIES BELOW THE BOTTOM OF THE END CAP APPROXIMATELY 0.25" [6 mm]. BACKFILL MATERIAL SHOULD BE REMOVED FROM BELOW THE N-12 STUB SO THAT THE FITTING SITS LEVEL.

ALL STUBS, EXCEPT FOR THE SC310EPE12B ARE PLACED AT BOTTOM OF END CAP SUCH THAT THE OUTSIDE DIAMETER OF THE STUB IS FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 1-888-892-2694.



SC-310 TECHNICAL SPEC.

STORMWATER CHAMBER SPECIFICATIONS

1. CHAMBERS SHALL BE STORMTECH SC-740, SC-310 OR APPROVED EQUAL.
2. CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418-05, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORT PANELS.
4. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12 ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCE.
5. ONLY CHAMBERS THAT ARE APPROVED BY THE ENGINEER WILL BE ALLOWED. THE CONTRACTOR SHALL SUBMIT (3 SETS) OF THE FOLLOWING TO THE ENGINEER FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE:
   a. A STRUCTURAL EVALUATION BY A REGISTERED STRUCTURAL ENGINEER THAT DEMONSTRATES THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12 ARE MET. THE 50-YEAR CREEP MODULUS DATA SPECIFIED IN ASTM F2418-05 MUST BE USED AS A PART OF THE AASHTO STRUCTURAL EVALUATION TO VERIFY LONG-TERM PERFORMANCE.
   b. A CERTIFICATION BY THE MANUFACTURER THAT THE CHAMBERS ARE IN ACCORDANCE WITH ASTM F2418-05.
6. CHAMBERS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.
7. ALL DESIGN SPECIFICATIONS FOR CHAMBERS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S LATEST DESIGN MANUAL.
8. THE INSTALLATION OF CHAMBERS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S LATEST INSTALLATION INSTRUCTIONS.

STORMTECH GENERAL NOTES

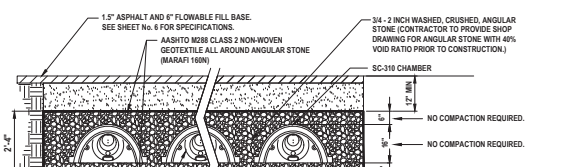
1. STORMTECH REQUIRES INSTALLING CONTRACTORS TO USE AND UNDERSTAND STORMTECH'S LATEST INSTALLATION INSTRUCTIONS PRIOR TO BEGINNING SYSTEM INSTALLATION.
2. OUR TECHNICAL SERVICES DEPARTMENT OFFERS INSTALLATION CONSULTATIONS TO INSTALLING CONTRACTORS. CONTACT OUR TECHNICAL SERVICES REPRESENTATIVE AT LEAST 30 DAYS PRIOR TO SYSTEM INSTALLATION TO ARRANGE A PRE-INSTALLATION CONSULTATION. OUR REPRESENTATIVES CAN THEN ANSWER QUESTIONS OR ADDRESS COMMENTS ON THE STORMTECH CHAMBER SYSTEM AND INFORM THE INSTALLING CONTRACTOR OF THE MINIMUM INSTALLATION REQUIREMENTS BEFORE BEGINNING THE SYSTEM'S CONSTRUCTION. CALL **1-888-892-2694** TO SPEAK TO A TECHNICAL SERVICES REPRESENTATIVE OR VISIT **WWW.STORMTECH.COM** TO RECEIVE A COPY OF OUR INSTALLATION INSTRUCTIONS.
3. STORMTECH'S REQUIREMENTS FOR SYSTEMS WITH PAVEMENT DESIGN (ASPHALT, CONCRETE PAVERS, ETC.) MINIMUM COVER IS 18" (457 mm) NOT INCLUDING PAVEMENT; MAXIMUM COVER IS 96" (2438 mm) INCLUDING PAVEMENT. FOR INSTALLATIONS THAT DO NOT INCLUDE PAVEMENT, WHERE RUTTING FROM VEHICLES MAY OCCUR, MINIMUM REQUIRED COVER IS 24" (610 mm), MAXIMUM COVER IS 96" (2438 mm).
4. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE DESIGN ENGINEER.
5. AASHTO M288 CLASS 2 NON-WOVEN GEOTEXTILE (FILTER FABRIC) MUST BE USED AS INDICATED IN THE PROJECT PLANS.
6. STONE PLACEMENT BETWEEN CHAMBERS ROWS AND AROUND PERIMETER MUST FOLLOW INSTRUCTIONS AS INDICATED IN THE MOST CURRENT VERSION OF STORMTECH'S INSTALLATION INSTRUCTIONS.
7. BACKFILLING OVER THE CHAMBERS MUST FOLLOW REQUIREMENTS AS INDICATED IN THE MOST CURRENT VERSION OF STORMTECH'S INSTALLATION INSTRUCTIONS.
8. THE CONTRACTOR MUST REFER TO STORMTECH'S INSTALLATION INSTRUCTIONS FOR A TABLE OF ACCEPTABLE VEHICLE LOADS AT VARIOUS DEPTHS OF COVER. THIS INFORMATION IS ALSO AVAILABLE AT STORMTECH'S WEBSITE: **WWW.STORMTECH.COM**. THE CONTRACTOR IS RESPONSIBLE FOR PREVENTING VEHICLES THAT EXCEED STORMTECH'S REQUIREMENTS FROM TRAVELING ACROSS OR PARKING OVER THE STORMWATER SYSTEM. TEMPORARY FENCING, WARNING TAPE AND APPROPRIATELY LOCATED SIGNS ARE COMMONLY USED TO PREVENT UNAUTHORIZED VEHICLES FROM ENTERING SENSITIVE CONSTRUCTION AREAS.
9. THE CONTRACTOR MUST APPLY EROSION AND SEDIMENT CONTROL MEASURES TO PROTECT THE STORMWATER SYSTEM DURING ALL PHASES OF SITE CONSTRUCTION PER LOCAL CODES AND DESIGN ENGINEER'S SPECIFICATIONS.
10. STORMTECH PRODUCT WARRANTY IS LIMITED. SEE CURRENT PRODUCT WARRANTY FOR DETAILS. TO ACQUIRE A COPY CALL STORMTECH AT **1-888-892-2694** OR VISIT **WWW.STORMTECH.COM**

INSTALLATION NOTES:

1. **THE CONTRACTOR SHALL BE FAMILIAR AND EXPERIENCED WITH THE PROCEDURES AND INSTALLATION OF SIMILAR TYPE FACILITIES.**
2. **NO SUBSTITUTION OF ALTERNATE MATERIAL IS PERMITTED.**
3. **THE CONTRACTOR SHALL READ AND BECOME FAMILIAR WITH THE STORMTECH "INSTALLATION INSTRUCTIONS" PRIOR TO ANY INSTALLATION WORK.**
4. **THE CONTRACTOR AND ITS CREW MUST ATTEND THE PRECONSTRUCTION MEETING WITH THE ADS REPRESENTATIVE.**
5. **STONE SHALL BE CLEAN, CRUSHED, ANGULAR STONE, NOMINAL SIZE DISTRIBUTION 3/4 - 2 INCH WITH 40% VOID RATIO. CONTRACTOR TO PROVIDE SHOP DRAWING.**
6. **CONTRACTOR TO PROVIDE SHOP DRAWING OF CLASS 1 (MARAFI 180N) AND CLASS 2 (MARAFI 160N) NON-WOVEN FILTER FABRIC OR APPROVED EQUAL.**

STORMTECH STANDARD DETAIL DISCLAIMER
STORMTECH STANDARD DETAILS DEMONSTRATE RECOMMENDATIONS FOR INSTALLATION AND/OR STANDARD DIMENSIONS OF STORMTECH PRODUCTS. STORMTECH DETAILS DO NOT SUPERSEDE ANY STATE OR LOCAL REGULATORY SPECIFICATIONS. IT IS THE RESPONSIBILITY OF THE CONSULTING ENGINEER TO ENSURE COMPLIANCE WITH ALL REGULATORY SPECIFICATIONS. STORMTECH HAS NOT AUTHORIZED, AND IS NOT RESPONSIBLE FOR ANY ALTERATIONS BY OTHERS TO STORMTECH STANDARD DETAILS.

STORMTECH GENERAL NOTES
SCALE: NTS
DATE: 11-7-08
DRAWN BY: JLB
CHECKED:

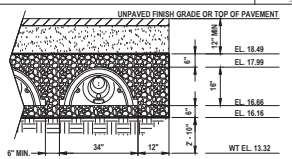


NOMINAL CHAMBER SPECIFICATIONS

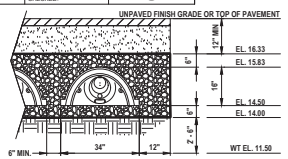
SIZE (W x H x INSTALLED LENGTH)	34.0" x 16.0" x 85.4"
CHAMBER STORAGE	14.7 CUBIC FEET
MINIMUM INSTALLED STORAGE	31.0 CUBIC FEET
WEIGHT	37 LBS.

STORMTECH SC-310 CHAMBER SYSTEM
NOT TO SCALE

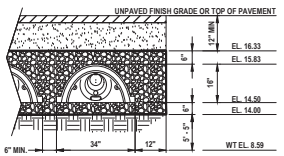
NOTE: OVER-EXCAVATE ALL EXFILTRATION AREAS 3' BELOW BOTTOM OF STONE. REPLACE WITH GRANULAR TYPE 'B' SOILS.



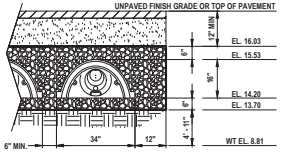
STORMTECH AREA 1 DETAIL
NOT TO SCALE; ICPR NODE (ST5), 173 CHAMBERS



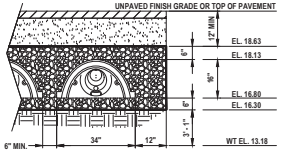
STORMTECH AREA 2 DETAIL
NOT TO SCALE; ICPR NODE (ST6), 58 CHAMBERS



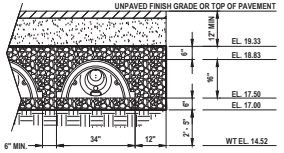
STORMTECH AREA 3 DETAIL
NOT TO SCALE; ICPR NODE (ST7), 197 CHAMBERS



STORMTECH AREA 4 DETAIL
NOT TO SCALE; ICPR NODE (ST8), 684 CHAMBERS



STORMTECH AREA 5 DETAIL
NOT TO SCALE; ICPR NODE (ST9), 324 CHAMBERS



STORMTECH AREA 6 DETAIL
NOT TO SCALE; ICPR NODE (ST10), 287 CHAMBERS

NOTE: OVER-EXCAVATE ALL EXFILTRATION AREAS 3' BELOW BOTTOM OF STONE. REPLACE WITH GRANULAR TYPE 'B' SOILS.

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
3/30/23	OWNER

1230 North 1451, Suite 3
Orem, Utah 84057-2274
Phone (386) 872-7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC

STORMTECH DETAILS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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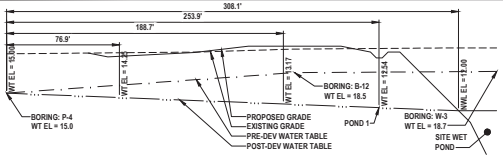
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HARRY W. NEWKIRK
NO. 62971
STATE OF FLORIDA
PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No: 2020-06
DATE: NOVEMBER 2021
DESIGN BY: HHN
DRAWN BY: NWS
CHECKED BY: HHN
SCALE: AS SHOWN

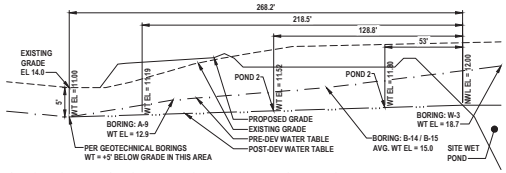
DRAWING NUMBER
29



SECTION 1: STORMTECH AREA 1, POND 2

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 10'

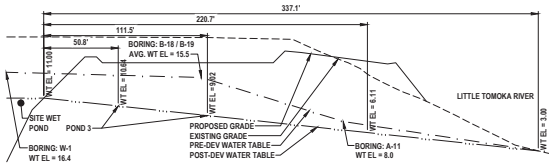
AREA 1		POINT 1	POINT 2	POINT 3
P-4 EL:	15.0	76.9	188.7	253.9
SITE POND NWL:	12.0	WT EL	WT EL	WT EL
DISTANCE (LF)	308.1	14.25	13.17	12.54
SLOPE (%)	0.97	AVERAGE WT EL:		13.32



SECTION 2: STORMTECH AREA 2 & 3, POND 3

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 10'

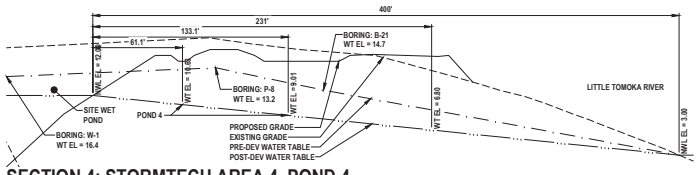
AREA 2		POINT 1	POINT 2	POINT 3
P-4 EL:	12.0	218.5	128.8	53
SITE POND NWL:	11.0	WT EL	WT EL	WT EL
DISTANCE (LF)	268.2	11.19	11.52	11.80
SLOPE (%)	0.37	AVERAGE WT EL:		11.50



SECTION 3: STORMTECH AREA 4, POND 4

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 10'

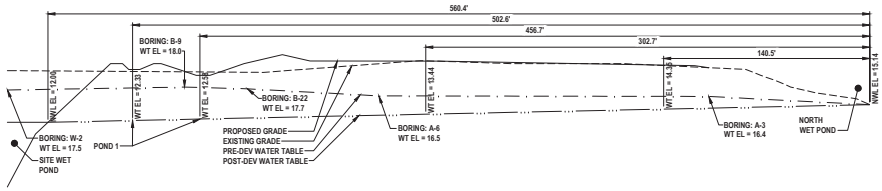
AREA 3		POINT 1	POINT 2	POINT 3
P-4 EL:	12.0	50.8	111.5	220.7
SITE POND NWL:	3.0	WT EL	WT EL	WT EL
DISTANCE (LF)	337.1	10.64	9.02	6.11
SLOPE (%)	2.67	AVERAGE WT EL:		8.59



SECTION 4: STORMTECH AREA 4, POND 4

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 10'

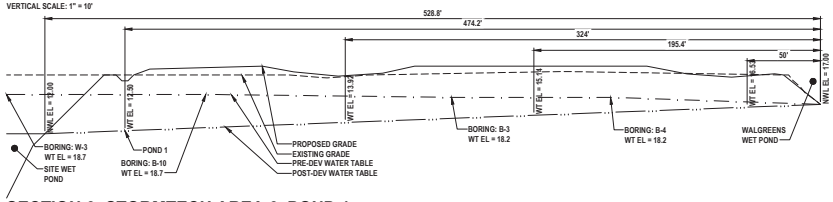
AREA 4		POINT 1	POINT 2	POINT 3
P-4 EL:	12.0	61.1	133.1	231
SITE POND NWL:	3.0	WT EL	WT EL	WT EL
DISTANCE (LF)	400	10.63	9.01	6.80
SLOPE (%)	2.25	AVERAGE WT EL:		8.81



SECTION 5: STORMTECH AREA 5, POND 1

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 10'

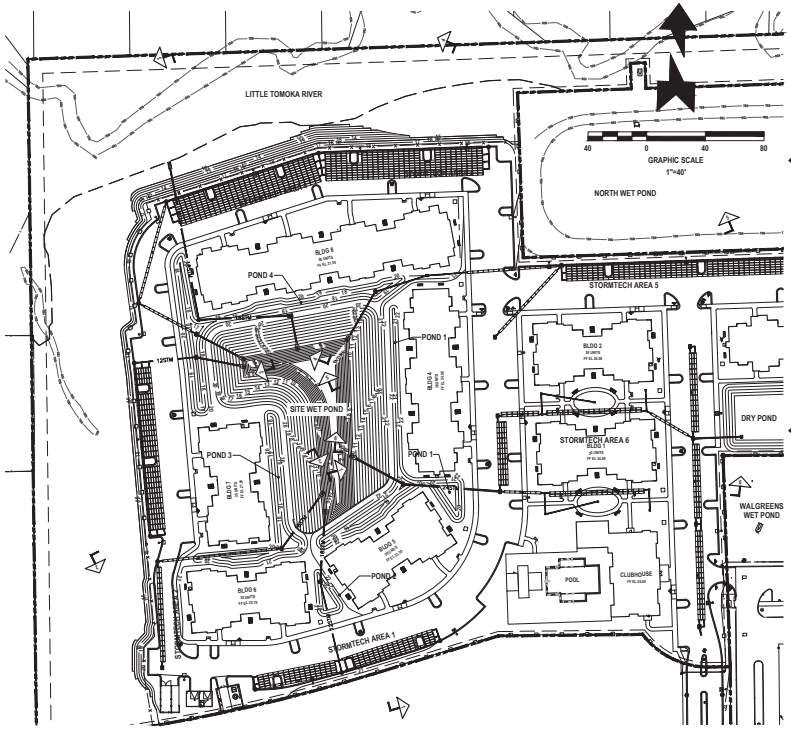
AREA 5		POINT 1	POINT 2	POINT 3	POINT 4
P-4 EL:	15.1	502.6	456.7	302.7	140.5
SITE POND NWL:	12.0	WT EL	WT EL	WT EL	WT EL
DISTANCE (LF)	560.4	12.33	12.58	13.44	14.35
SLOPE (%)	0.56	AVERAGE WT EL:		13.18	



SECTION 6: STORMTECH AREA 6, POND 1

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 10'

AREA 6		POINT 1	POINT 2	POINT 3	POINT 4
P-4 EL:	17.0	474.2	324.0	195.4	50.0
SITE POND NWL:	12.0	WT EL	WT EL	WT EL	WT EL
DISTANCE (LF)	528.8	12.50	13.92	15.14	16.53
SLOPE (%)	0.95	AVERAGE WT EL:		14.52	



POST-DEVELOPMENT WATER TABLE CALCULATION:

IN THE PRE-DEVELOPED CONDITION ON-SITE GROUNDWATER LEVELS VARY BY 13.9' FROM EL. 18.9 NEAR THE CENTER OF THE SITE TO EL. 5.0 AT THE NORTHERN AREA OF THE SITE WITH THE ADJACENT LITTLE TOMOKA RIVER NORMAL WATER LEVEL AT EL 3.0±. ANALYSIS OF GEOTECHNICAL BORINGS SHOWS THE HIGH WATER TABLE ON SITE IS DUE TO THE PRESENCE OF CONFINING SOIL LAYERS. DESIGN INTENT IS TO DE-WATER THE AREA NATURALLY BY EXCAVATING 340,000± CF OF SOIL FOR THE ON SITE WET POND WITH A CONTROL ELEVATION AT EL. 12.00.

POST-DEVELOPMENT WATER TABLE ELEVATIONS WERE CALCULATED BY DRAWING A LINE CONNECTING KNOWN WATER TABLE ELEVATIONS (SITE WET POND, WALGREENS WET POND, NORTH WET POND, OR SOIL BORING) THROUGH THE PERTINENT STORMWATER FACILITIES. WATER TABLE ELEVATIONS AT POINTS ALONG THE LINE ARE CALCULATED USING STANDARD SLOPE INTERCEPT CALCULATIONS. THE CALCULATED WATER TABLE ELEVATIONS ARE THEN AVERAGED TO PROVIDE THE WATER TABLE ELEVATION FOR EACH SECTION OF STORMWATER FACILITIES.

Boring	Boring Top Elevation (ft)	Depth to Water (ft)	Normal Season Water Elevation (ft)
A-1	22.10	5.0	17.1
A-2	20.50	5.0	15.5
A-3	21.40	5.0	16.4
A-4	19.40	5.0	14.4
A-5	22.60	5.0	17.6
A-6	21.50	5.0	16.5
A-7	21.70	5.0	16.7
A-8	18.40	5.0	13.4
A-9	17.90	5.0	12.9
A-10	15.50	5.0	10.5
A-11	13.00	5.0	8.0
A-12	10.00	5.0	5.0
P-1	16.90	4.0	12.9
P-2	20.00	3.5	16.5
P-3	22.20	4.0	18.2
P-4	21.00	6.0	15.0
P-5	19.00	7.0	12.0
P-6	21.90	4.0	17.9
P-7	21.80	9.0	12.8
P-8	21.20	8.0	13.2
P-9	22.80	5.0	17.8
W-1	22.40	6.0	16.4
W-2	22.50	5.0	17.5
W-3	22.70	4.0	18.7

Boring	Boring Top Elevation (ft)	Depth to Water (ft)	Normal Season Water Elevation (ft)
B-1	22.50	4.0	18.5
B-2	22.60	4.0	18.6
B-3	22.20	4.0	18.2
B-4	22.20	4.0	18.2
B-5	20.20	6.0	14.2
B-6	21.80	6.0	15.8
B-7	21.40	6.0	15.4
B-8	22.40	6.0	16.4
B-9	22.50	4.5	18.0
B-10	22.70	4.0	18.7
B-11	22.40	3.5	18.9
B-12	22.50	4.0	18.5
B-13	21.10	4.0	17.1
B-14	22.90	5.5	17.4
B-15	22.60	10.0	12.6
B-16	21.30	9.0	12.3
B-17	19.00	9.0	10.0
B-18	22.50	8.0	14.5
B-19	21.50	5.0	16.5
B-20	17.10	6.0	11.1
B-21	19.60	5.5	14.1
B-22	22.70	5.0	17.7

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
3/29/23	OWNER

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
NEI
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

POST-DEVELOPMENT TABLE CALCULATION EXHIBIT
TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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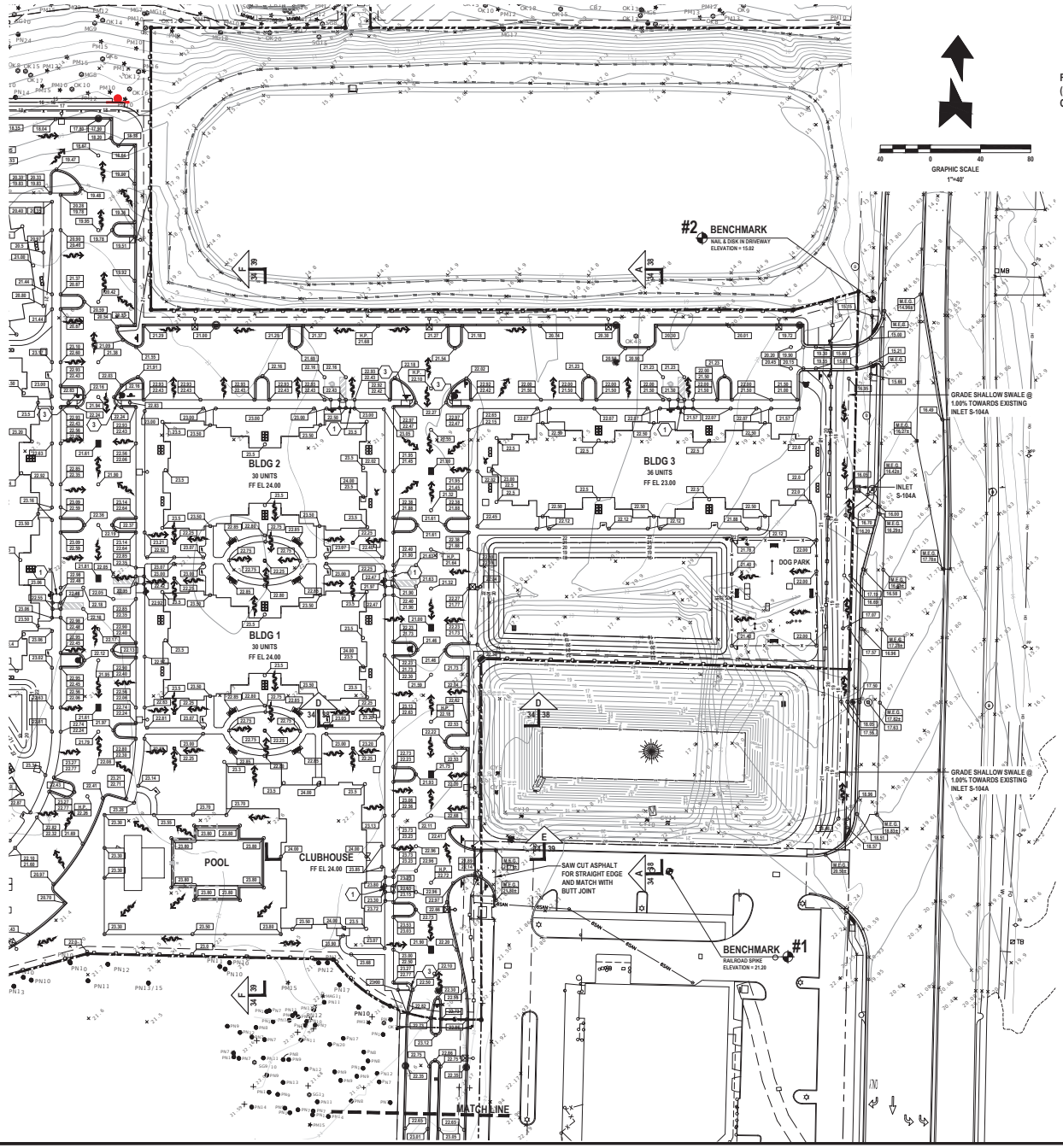
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HARRY H. NEWKIRK, P.E. # 62971

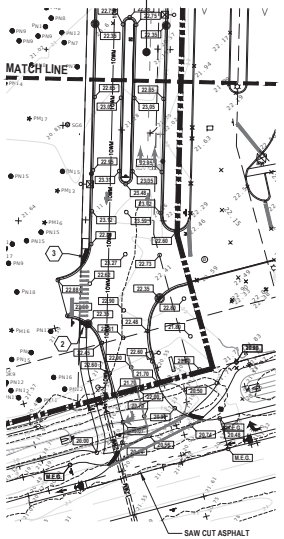
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

30



FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038



GENERAL EARTHWORK NOTES:

1. REMOVE ALL ORGANIC OR UNSUITABLE MATERIALS. IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
2. ALL FILLING IS TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS AND 95% FOR UNPAVED AREAS PER AASHTO T-180 MODIFIED PROCTOR TEST.
3. TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
4. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.
5. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
6. ALL NON-PAVED AREAS MUST BE PLANTED, GRASSED, OR MULCHED.

GENERAL GRADING NOTES:

1. CROSS SLOPES OF ACCESSIBLE PARKING SPACES AND ACCESS AISLE SHALL NOT EXCEED 1:48 IN ACCORDANCE WITH SECTION 502.4 OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
2. THE MAXIMUM ELEVATION CHANGE AT THE ENTRANCE DOOR MAY NOT EXCEED 1/2 INCH.
3. ALL SIDEWALK LANDINGS SHALL HAVE SLOPES NO GREATER THAN 1/4 INCH / 1 FOOT IN MANEUVERING SPACES AT ALL DOORWAYS.
4. ALL SIDEWALKS SHALL HAVE A 1.0% CROSS SLOPE (2.0% MAXIMUM).
5. ALL CURB RAMPS SHALL COMPLY WITH SECTION 406 OF FACBC.
6. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEY OR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR.

BENCHMARK INFORMATION:

#1 RAILROAD SPIKE
ELEVATION = 21.20

#2 NAIL & DISK IN DRIVEWAY
ELEVATION = 15.02

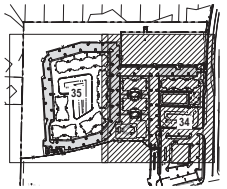
VERTICAL DATA
ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988. FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988.

GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- DRAINAGE FLOW ARROW
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- MATCH EXISTING GRADE

KEYNOTES:

1. SIDEWALK CURB RAMP C (SEE DETAIL, SHEET No. 63)
2. SIDEWALK CURB RAMP E (SEE DETAIL, SHEET No. 63)
3. SIDEWALK CURB RAMP G (SEE DETAIL, SHEET No. 63)



KEY MAP
NOT TO SCALE

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

One Nation... One Number... 811 Know what's below. Call before you dig.

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/25/22	OWNER
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GRADING PLAN (SHT. 1 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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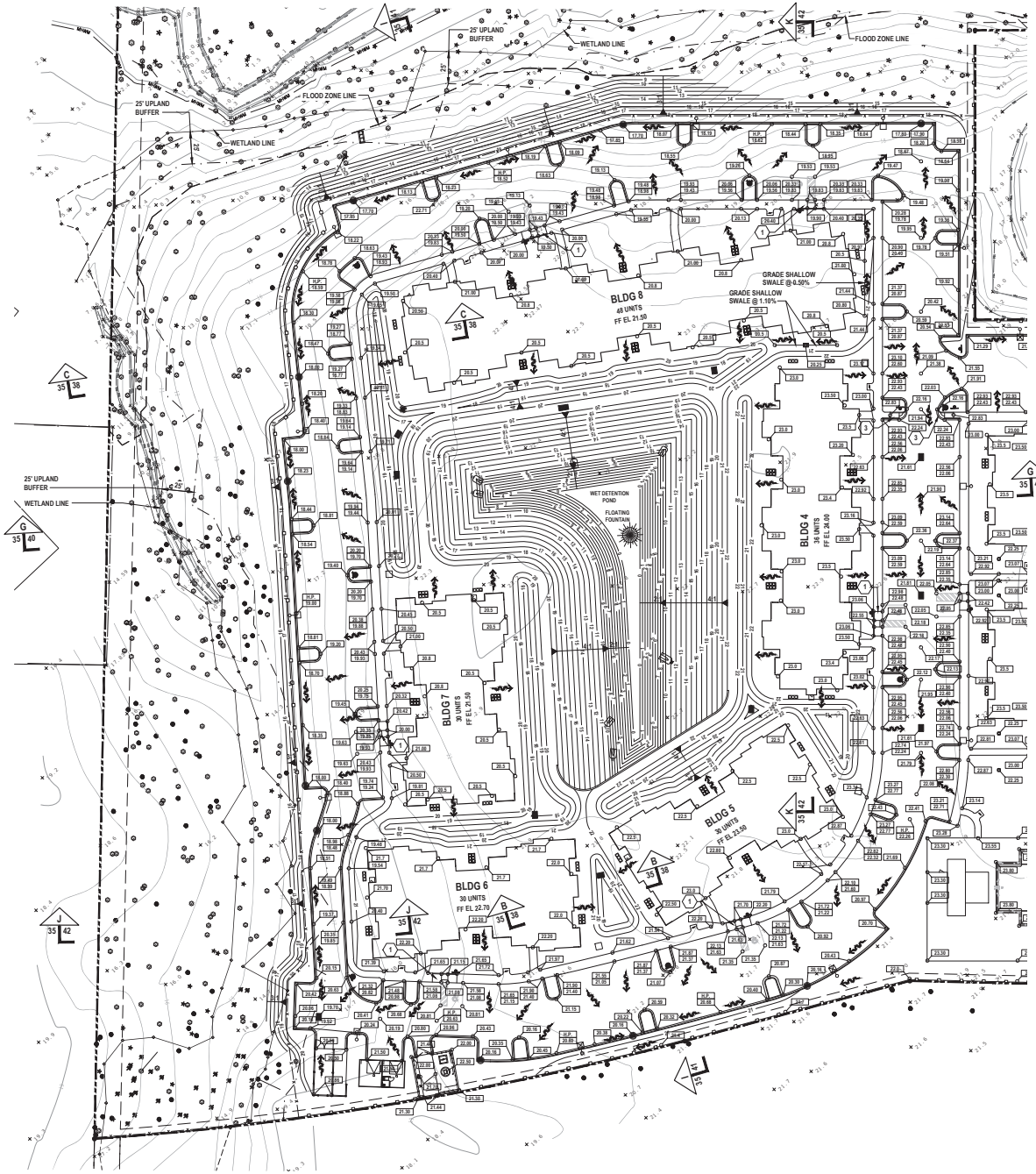
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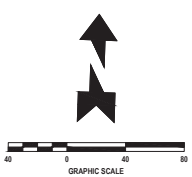
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

34





GENERAL EARTHWORK NOTES:

1. REMOVE ALL ORGANIC OR UNSUITABLE MATERIALS. IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
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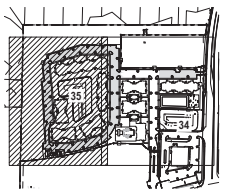
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GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- DRAINAGE FLOW ARROW
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- MATCH EXISTING GRADE

KEYNOTES:

1. SIDEWALK CURB RAMP C (SEE DETAIL, SHEET No. 63)
2. SIDEWALK CURB RAMP E (SEE DETAIL, SHEET No. 63)
3. SIDEWALK CURB RAMP G (SEE DETAIL, SHEET No. 63)



KEY MAP
NOT TO SCALE



WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/25/22	OWNER
3/29/23	CITY COMMENTS

1230 North 1st, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
2020
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

GRADING PLAN (SHT. 2 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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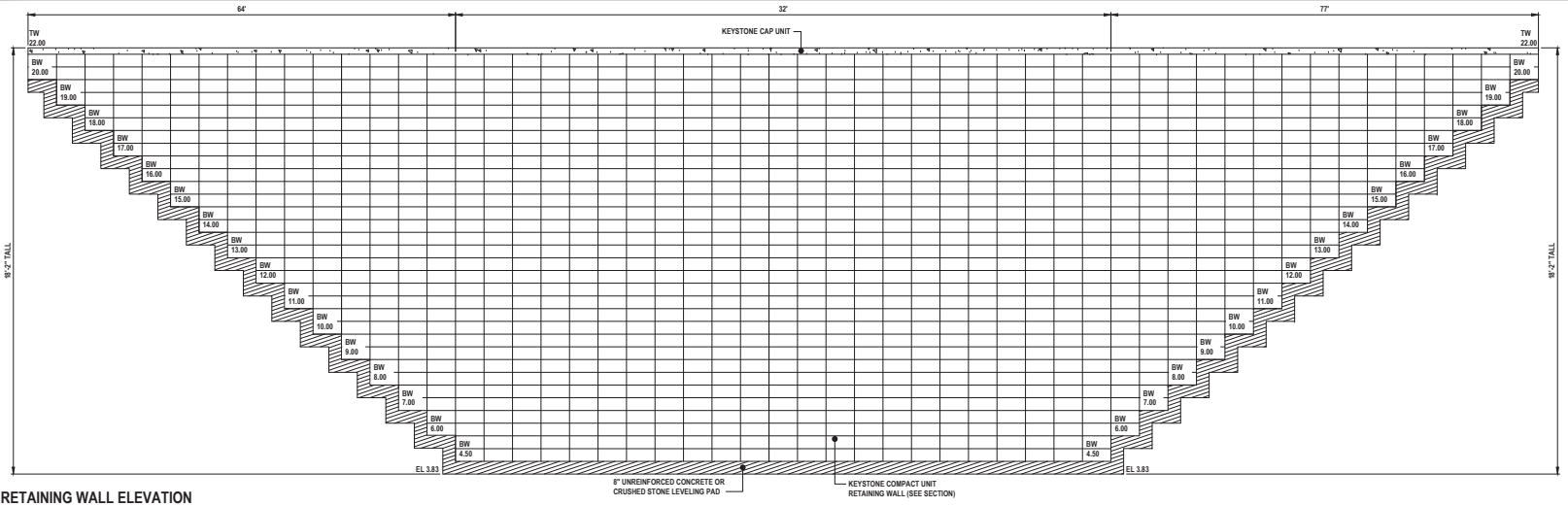
HARRY NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

35

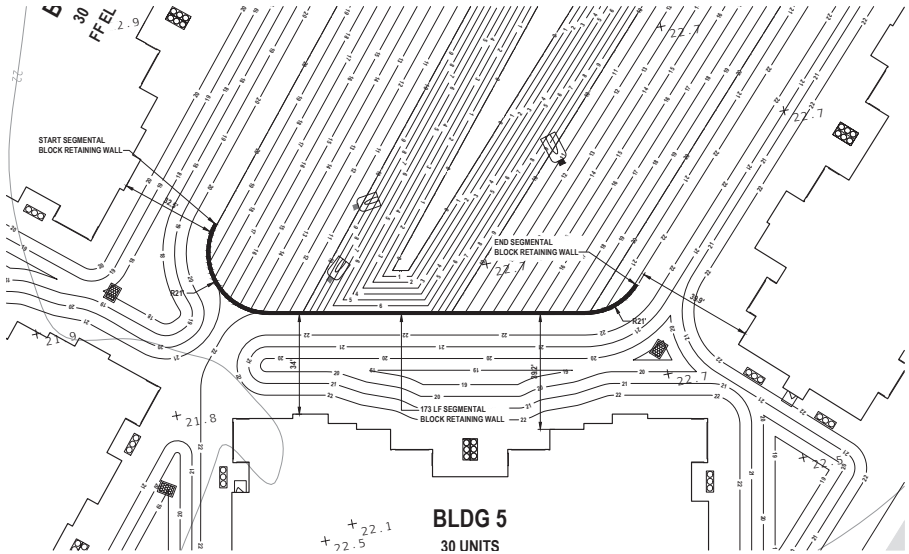


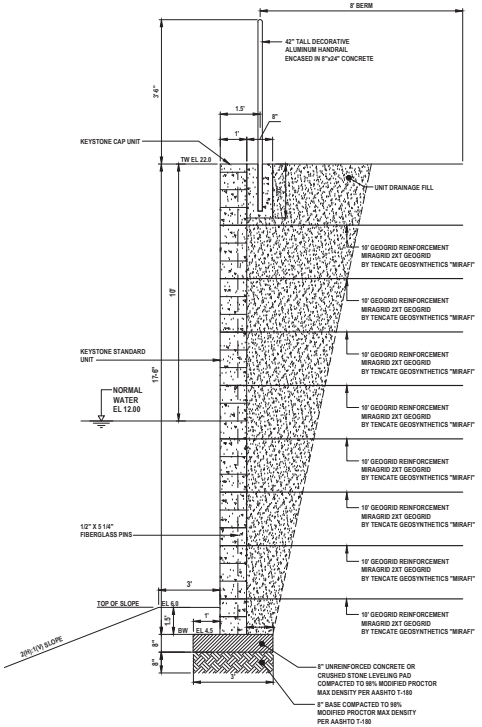
TYPICAL RETAINING WALL ELEVATION

NOT TO SCALE

GENERAL NOTES:

1. CITY OF ORMOND BEACH BUILDING PERMITS REQUIRED FOR SEGMENTAL RETAINING WALL. GENERAL CONTRACTOR TO SUBMIT THIS STRUCTURAL PLAN PREPARED BY NEWKIRK ENGINEERING, INC. TO THE BUILDING DEPARTMENT FOR BUILDING PERMIT.
2. THESE PLANS ARE DESIGNED TO CONFORM TO THE STRUCTURAL REQUIREMENTS OF THE 2020 FLORIDA BUILDING CODE (7TH EDITION) FOR A ULTIMATE WIND SPEED OF 140 MPH.
3. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL BY ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION.





RETAINING WALL TYPICAL CROSS SECTION

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/25/22	OWNER
11/28/22	CITY COMMENTS
3/29/23	CITY COMMENTS

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2013
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RETAINING WALL DETAILS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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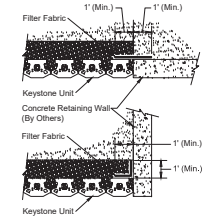
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HARRY H. NEWKIRK, P.E. # 62971

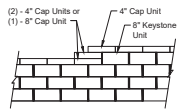
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

36.1

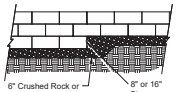


Connection Details
Compac Unit - Shown



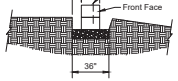
Note:
1. Secure all cap units with Keystone Kapseal or equal.

Top of Wall Steps



Elevation

Note:
1. The leveling pad is to be constructed of crushed stone or 2000 psi unreinforced concrete.



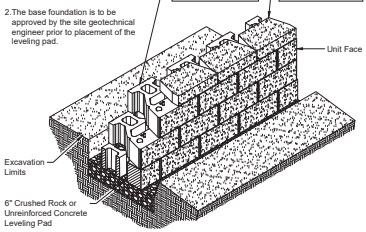
Section

Leveling Pad Detail

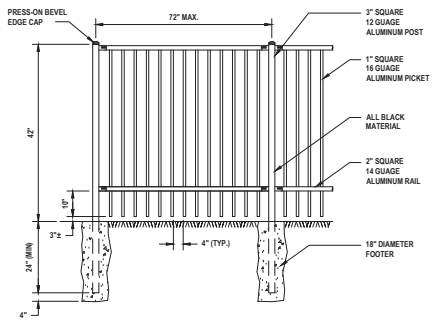
Base Leveling Pad Notes:
1. The leveling pad is to be constructed of crushed stone or 2,000 psi unreinforced concrete
2. The base foundation is to be approved by the site geotechnical engineer prior to placement of the leveling pad.

Standard Unit	
Width:	18"
*Depth:	18"
Height:	8"
*Weight:	108 lbs

Cap Unit	
Width:	18"
*Depth:	10 1/2"
Height:	4"
*Weight:	50 lbs



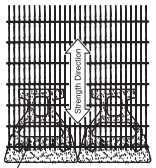
Standard Unit/Base Pad Isometric Section View
*Dimensions & Weight May Vary by Region



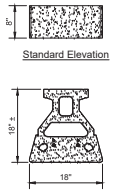
ALUMINIMUM RAIL FENCE DETAIL
NOT TO SCALE



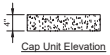
Control Joint Cut



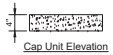
Grid & Pin Connection



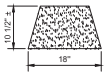
Standard Unit
*Dimensions May Vary by Region



Cap Unit Elevation

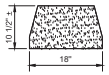


Cap Unit Elevation



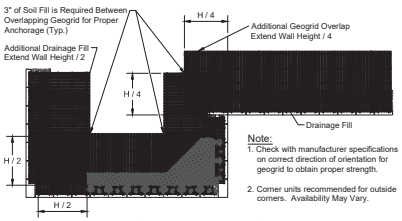
Cap Unit Plan

Universal
Cap Unit Option
*Dimensions & Availability Will Vary by Region



Cap Unit Plan

Straight Split
Cap Unit Option
*Dimensions & Availability Will Vary by Region



Note:
1. Check with manufacturer specifications on correct direction of orientation for geogrid to obtain proper strength.
2. Corner units recommended for outside corners. Availability May Vary.

Geogrid Installation at Corners

SEGMENTAL RETAINING WALL SPECIFICATIONS:

PART 1: GENERAL

1.01 DESCRIPTION

A. WORK SHALL CONSIST OF FURNISHING AND CONSTRUCTION OF A KEYSTONE COMPAC UNIT RETAINING WALL SYSTEM OR EQUAL IN ACCORDANCE WITH THESE SPECIFICATIONS AND IN REASONABLY CLOSE CONFORMITY WITH THE LINES, GRADES, DESIGN, AND DIMENSIONS SHOWN ON THE PLANS.

B. WORK INCLUDES PREPARING FOUNDATION SOIL, FURNISHING AND INSTALLING LEVELING PAD, UNIT DRAINAGE FILL AND BACKFILL TO THE LINES AND GRADES SHOWN ON THE CONSTRUCTION DRAWINGS.

C. WORK INCLUDES FURNISHING AND INSTALLING GEOGRID SOIL REINFORCEMENT OF THE TYPE, SIZE, LOCATION, AND LENGTHS DESIGNATED ON THE CONSTRUCTION DRAWINGS.

1.02 RELATED SECTIONS

A. SECTION 02300 (31 00 00) - EARTHWORK

1.03 REFERENCE DOCUMENTS

A. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

1. ASTM C140 SAMPLING AND TESTING CONCRETE MASONRY UNITS
1. ASTM C1372 SPECIFICATION FOR DRY-CAST SEGMENTAL RETAINING WALL UNITS
2. ASTM D422 PARTICLE-SIZE ANALYSIS OF SOILS
3. ASTM D698 LABORATORY COMPACTION CHARACTERISTICS OF SOIL -STANDARD EFFORT
4. ASTM D1557 LABORATORY COMPACTION CHARACTERISTICS OF SOIL -MODIFIED EFFORT
5. ASTM D3034 POLYVINYL CHLORIDE PIPE (PVC)
6. ASTM D4318 LIQUID LIMIT, PLASTIC LIMIT AND PLASTICITY INDEX OF SOILS
7. ASTM D4475 HORIZONTAL SHEAR STRENGTH OF PULTRUDED REINFORCED PLASTIC RODS
8. ASTM D4476 FLEXURAL PROPERTIES OF FIBER REINFORCED PULTRUDED PLASTIC RODS
9. ASTM D4595 TENSILE PROPERTIES OF GEOTEXTILES - WIDE WIDTH STRIP
10. ASTM D5262 UNCONFINED TENSION CREEP BEHAVIOR OF GEOSYNTHETICS
11. ASTM D5818 EVALUATE INSTALLATION DAMAGE OF GEOSYNTHETICS
12. ASTM D6637 TENSILE PROPERTIES OF GEOGRIDS - SINGLE OR MULTI-RIB
13. ASTM D6638 CONNECTION STRENGTH - REINFORCEMENT/SEGMENTAL UNITS
14. ASTM D6706 GEOSYNTHETIC PULLOUT RESISTANCE IN SOIL
15. ASTM D6916 SHEAR STRENGTH BETWEEN SEGMENTAL CONCRETE UNITS

B. AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

1. AASHTO M 252 CORRUGATED POLYETHYLENE DRAINAGE PIPE

C. GEOSYNTHETIC RESEARCH INSTITUTE (GRI)

1. GRI-GG4 DETERMINATION OF LONG TERM DESIGN STRENGTH OF GEOGRIDS
2. GRI-GG5 DETERMINATION OF GEOGRID (SOIL) PULLOUT

D. NATIONAL CONCRETE MASONRY ASSOCIATION (NCMA)

1. NCMA SRWU-1 TEST METHOD FOR DETERMINING CONNECTION STRENGTH OF SRW
2. NCMA SRWU-2 TEST METHOD FOR DETERMINING SHEAR STRENGTH OF SRW

1.04 SUBMITTALS/CERTIFICATION

A. CONTRACTOR SHALL SUBMIT A MANUFACTURER'S CERTIFICATION, PRIOR TO START OF WORK, THAT THE RETAINING WALL SYSTEM COMPONENTS MEET THE REQUIREMENTS OF THIS SPECIFICATION AND THE STRUCTURE DESIGN.

B. CONTRACTOR SHALL SUBMIT CONSTRUCTION DRAWINGS AND DESIGN CALCULATIONS FOR THE RETAINING WALL SYSTEM PREPARED AND STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF THE PROJECT. THE ENGINEERING DESIGNS, TECHNIQUES, AND MATERIAL EVALUATIONS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S DESIGN MANUAL, NCMA DESIGN GUIDELINES FOR SEGMENTAL RETAINING WALLS, OR THE AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES (WHICHEVER IS APPLICABLE TO DESIGNER).

C. CONTRACTOR SHALL SUBMIT A TEST REPORT DOCUMENTING STRENGTH OF SPECIFIC MODULAR CONCRETE UNIT AND GEOGRID REINFORCEMENT CONNECTION. THE MAXIMUM DESIGN TENSILE LOAD OF THE GEOGRID SHALL BE EQUAL TO THE LABORATORY TESTED ULTIMATE STRENGTH OF GEOGRID / FACING UNIT CONNECTION AT A MAXIMUM NORMAL FORCE LIMITED BY THE "HINGE HEIGHT" OF THE STRUCTURE DIVIDED BY A SAFETY FACTOR OF 1.5. THE CONNECTION STRENGTH EVALUATION SHALL BE PERFORMED IN ACCORDANCE WITH ASTM D6638 (NCMA SRWU_1).

1.05 QUALITY ASSURANCE

A. CONTRACTOR SHALL SUBMIT CERTIFICATION, PRIOR TO START OF WORK, THAT THE RETAINING WALL SYSTEM (MODULAR CONCRETE UNITS AND SPECIFIC GEOGRID):

1) HAS BEEN SUCCESSFULLY UTILIZED ON A MINIMUM OF FIVE (5) SIMILAR PROJECTS, I.E., HEIGHT, SOIL FILL TYPES, ERECTION TOLERANCES, ETC.; AND

2) HAS BEEN SUCCESSFULLY INSTALLED ON A MINIMUM OF 1 MILLION (1,000,000) SQUARE FEET OF RETAINING WALLS.

B. CONTRACTOR SHALL SUBMIT A LIST OF FIVE (5) PREVIOUSLY CONSTRUCTED PROJECTS OF SIMILAR SIZE AND MAGNITUDE BY THE WALL INSTALLER WHERE THE SPECIFIC RETAINING WALL SYSTEM HAS BEEN CONSTRUCTED SUCCESSFULLY. CONTACT NAMES AND TELEPHONE NUMBERS SHALL BE LISTED FOR EACH PROJECT.

C. CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE DESIGN ENGINEER HAS A MINIMUM OF FIVE YEARS OF DOCUMENTAL EXPERIENCE IN THE DESIGN FOR REINFORCED SOIL STRUCTURES. THE DESIGN ENGINEER SHALL PROVIDE PROOF OF CURRENT PROFESSIONAL LIABILITY INSURANCE WITH AN AGGREGATE COVERAGE LIMIT OF NOT LESS THAN $2,000,000.

D. OWNER SHALL/MAY PROVIDE SOIL TESTING AND QUALITY ASSURANCE INSPECTION DURING EARTHWORK AND WALL CONSTRUCTION OPERATIONS. CONTRACTOR SHALL PROVIDE ANY QUALITY CONTROL TESTING OR INSPECTION NOT PROVIDED BY THE OWNER. OWNER'S QUALITY ASSURANCE PROGRAM DOES NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR QUALITY CONTROL AND WALL PERFORMANCE.

1.06 DELIVERY, STORAGE AND HANDLING

A. CONTRACTOR SHALL CHECK ALL MATERIALS UPON DELIVERY TO ASSURE THAT THE PROPER TYPE, GRADE, COLOR, AND CERTIFICATION HAVE BEEN RECEIVED.

B. CONTRACTOR SHALL PROTECT ALL MATERIALS FROM DAMAGE DUE TO JOBSITE CONDITIONS AND IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. DAMAGED MATERIALS SHALL NOT BE INCORPORATED INTO THE WORK.

PART 2: PRODUCTS

2.01 DEFINITIONS

A. MODULAR UNIT _ A CONCRETE RETAINING WALL ELEMENT MACHINE MADE FROM PORTLAND CEMENT, WATER, AND AGGREGATES.

B. STRUCTURAL GEOGRID _ A STRUCTURAL ELEMENT FORMED BY A REGULAR NETWORK OF INTEGRALLY CONNECTED TENSILE ELEMENTS WITH APERTURES OF SUFFICIENT SIZE TO ALLOW INTERLOCKING WITH SURROUNDING SOIL, ROCK, OR EARTH AND FUNCTION PRIMARILY AS REINFORCEMENT.

C. UNIT DRAINAGE FILL _ DRAINAGE AGGREGATE, WHICH IS PLACED WITHIN AND IMMEDIATELY BEHIND THE MODULAR CONCRETE UNITS.

D. REINFORCED BACKFILL _ COMPACTED SOIL, WHICH IS PLACED WITHIN THE REINFORCED SOIL VOLUME AS OUTLINED ON THE PLANS.

2.02 MODULAR CONCRETE RETAINING WALL UNITS

A. MODULAR CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING ARCHITECTURAL REQUIREMENTS:

1. FACE COLOR - CONCRETE GRAY, UNLESS OTHERWISE SPECIFIED. THE OWNER MAY SPECIFY STANDARD MANUFACTURERS' COLOR.
2. FACE FINISH _ SCULPTURED ROCK FACE IN ANGULAR TRI-PLANER CONFIGURATION. OTHER FACE FINISHES WILL NOT BE ALLOWED WITHOUT WRITTEN APPROVAL OF OWNER.
3. BOND CONFIGURATION _ RUNNING WITH BONDS NOMINALLY LOCATED AT MIDPOINT VERTICALLY ADJACENT UNITS, IN BOTH STRAIGHT AND CURVED ALIGNMENTS.
4. EXPOSED SURFACES OF UNITS SHALL BE FREE OF CHIPS, CRACKS OR OTHER IMPERFECTIONS WHEN VIEWED FROM A DISTANCE OF 10 FEET UNDER DIFFUSED LIGHTING.

B. MODULAR CONCRETE MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF ASTM C1372 - STANDARD SPECIFICATIONS FOR SEGMENTAL RETAINING WALL UNITS.

C. MODULAR CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING STRUCTURAL AND GEOMETRIC REQUIREMENTS MEASURED IN ACCORDANCE WITH ASTM C140 SAMPLING AND TESTING CONCRETE MASONRY UNITS:

1. COMPRESSIVE STRENGTH: 3000 PSI (21 MPA);
2. ABSORPTION: ≤ 5% (6% IN NORTHERN STATES) FOR STANDARD WEIGHT AGGREGATES;
3. DIMENSIONAL TOLERANCES: ± 1/8" (3 MM) FROM NOMINAL UNIT DIMENSIONS NOT INCLUDING ROUGH SPLIT FACE, ±1/16" (1.5 MM) UNIT HEIGHT - TOP AND BOTTOM PLANES;
4. UNIT SIZE: 8" (203 MM) (H) X 18" (457 MM)(W) X 12" (304 MM)(D) MINIMUM;
5. UNIT WEIGHT: 75-LBS/UNIT (35 KG/UNIT) MINIMUM FOR STANDARD WEIGHT AGGREGATES.

D. MODULAR CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING PERFORMANCE TESTING:

1. INTER_UNIT SHEAR STRENGTH IN ACCORDANCE WITH ASTM D6916 (NCMA SRWU-2): 600-PLF (8 KN/M) MINIMUM AT 3-PSI (13 KPA) NORMAL PRESSURE;
2. GEOGRID/UNIT PEAK CONNECTION STRENGTH IN ACCORDANCE WITH ASTM D6638 (NCMA SRWU-1): 500-PLF (7 KN/M) MINIMUM AT 2-PSI (13 KPA) NORMAL FORCE.

E. MODULAR CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING CONSTRUCTABILITY REQUIREMENTS:

1. VERTICAL SETBACK = 1/8"± (3 MM) PER COURSE (NEAR VERTICAL) OR 1" (25 MM)+ PER COURSE PER THE DESIGN;
2. ALIGNMENT AND GRID POSITIONING MECHANISM _ FIBERGLASS PINS, TWO PER UNIT MINIMUM;
3. MAXIMUM HORIZONTAL GAP BETWEEN ERECTED UNITS SHALL BE 1/2 INCH (13 MM).

2.03 SHEAR CONNECTORS

A. SHEAR CONNECTORS SHALL BE 1/2-INCH (12 MM) DIAMETER THERMOSET ISOPTHALIC POLYESTER RESIN PULTRUDED FIBERGLASS REINFORCEMENT RODS OR EQUIVALENT TO PROVIDE CONNECTION BETWEEN VERTICALLY AND HORIZONTALLY ADJACENT UNITS WITH THE FOLLOWING REQUIREMENTS:

1. FLEXURAL STRENGTH IN ACCORDANCE WITH ASTM D4476: 126,000 PSI (882 MPA) MINIMUM;
2. SHORT BEAM SHEAR IN ACCORDANCE WITH ASTM D4475: 6,400 PSI (44 MPA) MINIMUM.

B. SHEAR CONNECTORS SHALL BE CAPABLE OF HOLDING THE GEOGRID IN THE PROPER DESIGN POSITION DURING GRID PRE_TENSIONING AND BACKFILLING.

2.04 BASE LEVELING PAD MATERIAL

A. MATERIAL SHALL CONSIST OF A COMPACTED CRUSHED STONE BASE OR NON_REINFORCED CONCRETE AS SHOWN ON THE CONSTRUCTION DRAWINGS.

2.05 UNIT DRAINAGE FILL

A. UNIT DRAINAGE FILL SHALL CONSIST OF CLEAN 1" (25 MM) MINUS CRUSHED STONE OR CRUSHED GRAVEL MEETING THE FOLLOWING GRADATION TESTED IN ACCORDANCE WITH ASTM D-422:

SIEVE SIZE	PERCENT PASSING
1 INCH (25 MM)	100
3/4-INCH (19 MM)	75_100
NO. 4	0 _ 10
NO. 50	0 _ 5

B. ONE CUBIC FOOT (0.028 M3), MINIMUM, OF DRAINAGE FILL SHALL BE USED FOR EACH SQUARE FOOT (0.093 M2) OF WALL FACE. DRAINAGE FILL SHALL BE PLACED WITHIN CORES OF, BETWEEN, AND BEHIND UNITS TO MEET THIS REQUIREMENT.

2.06 REINFORCED BACKFILL

A. REINFORCED BACKFILL SHALL BE FREE OF DEBRIS AND MEET THE FOLLOWING GRADATION TESTED IN ACCORDANCE WITH ASTM D-422:

SIEVE SIZE	PERCENT PASSING
2-INCH (50 MM)	100
3/4-INCH (19 MM)	100_75
NO. 40	0_60
NO. 200	0_35

PLASTICITY INDEX (PI) <15 AND LIQUID LIMIT <40 PER ASTM D-4318.

B. THE MAXIMUM AGGREGATE SIZE SHALL BE LIMITED TO 3/4 INCH (19 MM) UNLESS FIELD TESTS HAVE BEEN PERFORMED TO EVALUATE POTENTIAL STRENGTH REDUCTIONS TO THE GEOGRID DESIGN DUE TO DAMAGE DURING CONSTRUCTION.

C. MATERIAL CAN BE SITE-EXCAVATED SOILS WHERE THE ABOVE REQUIREMENTS CAN BE MET. UNSUITABLE SOILS FOR BACKFILL (HIGH PLASTIC CLAYS OR ORGANIC SOILS) SHALL NOT BE USED IN THE BACKFILL OR IN THE REINFORCED SOIL MASS.

D. CONTRACTOR SHALL SUBMIT REINFORCED FILL SAMPLE AND LABORATORY TEST RESULTS TO THE ARCHITECT/ENGINEER FOR APPROVAL PRIOR TO THE USE OF ANY PROPOSED REINFORCED FILL MATERIAL.

2.07 GEOGRID SOIL REINFORCEMENT

A. GEOSYNTHETIC REINFORCEMENT SHALL CONSIST OF GEOGRIDS MANUFACTURED SPECIFICALLY FOR SOIL REINFORCEMENT APPLICATIONS AND SHALL BE MANUFACTURED FROM HIGH TENACITY POLYESTER YARN OR HIGH-DENSITY POLYETHYLENE. POLYESTER GEOGRID SHALL BE KNITTED FROM HIGH TENACITY POLYESTER FILAMENT YARN WITH A MOLECULAR WEIGHT EXCEEDING 25,000 G/M AND A CARBOXYL END GROUP VALUES LESS THAN 30. POLYESTER GEOGRID SHALL BE COATED WITH AN IMPREGNATED PVC COATING THAT RESISTS PEELING, CRACKING, AND STRIPPING.

B. TA, LONG TERM ALLOWABLE TENSILE DESIGN LOAD, OF THE GEOGRID MATERIAL SHALL BE DETERMINED AS FOLLOWS:

TA = TULT / (RFCR*RFD*RFID*FS)
TA SHALL BE EVALUATED BASED ON A 75-YEAR DESIGN LIFE.

1. TULT, SHORT TERM ULTIMATE TENSILE STRENGTH SHALL BE DETERMINED IN ACCORDANCE WITH ASTM D4595 OR ASTM D4837.
TULT IS BASED ON THE MINIMUM AVERAGE ROLL VALUES (MARV).

2. RFCR, REDUCTION FACTOR FOR LONG-TERM TENSION CREEP
RFCR SHALL BE DETERMINED FROM 10,000-HOUR CREEP TESTING PERFORMED IN ACCORDANCE WITH ASTM D5262. REDUCTION VALUE = 1.45 MINIMUM.

3. RFD, REDUCTION FACTOR FOR DURABILITY
RFD SHALL BE DETERMINED FROM POLYMER SPECIFIC DURABILITY TESTING COVERING THE RANGE OF EXPECTED SOIL ENVIRONMENTS. RFD = 1.10 MINIMUM.

4. RFID, REDUCTION FACTOR FOR INSTALLATION DAMAGE
RFID SHALL BE DETERMINED FROM PRODUCT SPECIFIC CONSTRUCTION DAMAGE TESTING PERFORMED IN ACCORDANCE WITH ASTM D5818 (GRI_GG4). TEST RESULTS SHALL BE PROVIDED FOR EACH PRODUCT TO BE USED WITH PROJECT SPECIFIC OR MORE SEVERE SOIL TYPE. RFID = 1.05 MINIMUM.

5. FS, OVERALL DESIGN FACTOR OF SAFETY
FS SHALL BE 1.5 UNLESS OTHERWISE NOTED FOR THE MAXIMUM ALLOWABLE WORKING STRESS CALCULATION.

C. THE MAXIMUM DESIGN TENSILE LOAD OF THE GEOGRID SHALL NOT EXCEED THE LABORATORY TESTED ULTIMATE STRENGTH OF THE GEOGRID/FACING UNIT CONNECTION AS LIMITED BY THE "HINGE HEIGHT" DIVIDED BY A FACTOR OF SAFETY OF 1.5. THE CONNECTION STRENGTH TESTING AND COMPUTATION PROCEDURES SHALL BE IN ACCORDANCE WITH ASTM D6638 CONNECTION STRENGTH BETWEEN GEOSYNTHETIC REINFORCEMENT AND SEGMENTAL CONCRETE UNITS (NCMA SRWU-1).

D. SOIL INTERACTION COEFFICIENT, CI
CI VALUES SHALL BE DETERMINED PER ASTM D6706 (GRI:GG5) AT A MAXIMUM 0.75-INCH (19 MM) DISPLACEMENT.

E. MANUFACTURING QUALITY CONTROL
THE GEOGRID MANUFACTURER SHALL HAVE A MANUFACTURING QUALITY CONTROL PROGRAM THAT INCLUDES QC TESTING BY AN INDEPENDENT LABORATORY.
THE QC TESTING SHALL INCLUDE:
TENSILE STRENGTH TESTING
MELT FLOW INDEX (HDPE)
MOLECULAR WEIGHT (POLYESTER)

2.08 DRAINAGE PIPE

A. IF REQUIRED, THE DRAINAGE PIPE SHALL BE PERFORATED OR SLOTTED PVC PIPE MANUFACTURED IN ACCORDANCE WITH ASTM D-3034 OR CORRUGATED HDPE PIPE MANUFACTURED IN ACCORDANCE WITH AASHTO M252.

2.09 GEOTEXTILE FILTER FABRIC

A. WHEN REQUIRED, GEOTEXTILE FILTER FABRIC SHALL BE 4.0 OZ/SY, POLYPROPYLENE, NEEDLEPUNCHED NONWOVEN FABRIC.

PART 3: EXECUTION

3.01 EXCAVATION

A. CONTRACTOR SHALL EXCAVATE TO THE LINES AND GRADES SHOWN ON THE CONSTRUCTION DRAWINGS. OWNER'S REPRESENTATIVE SHALL INSPECT THE EXCAVATION AND APPROVE PRIOR TO PLACEMENT OF LEVELING MATERIAL OR FILL SOILS. PROOF ROLL FOUNDATION AREA AS DIRECTED TO DETERMINE IF REMEDIAL WORK IS REQUIRED.

B. OVER_EXCAVATION AND REPLACEMENT OF UNSUITABLE FOUNDATION SOILS AND REPLACEMENT WITH APPROVED COMPACTED FILL WILL BE COMPENSATED AS AGREED UPON WITH THE OWNER.

3.02 BASE LEVELING PAD

A. LEVELING PAD MATERIAL SHALL BE PLACED TO THE LINES AND GRADES SHOWN ON THE CONSTRUCTION DRAWINGS, TO A MINIMUM THICKNESS OF 6 INCHES (150 MM) AND EXTEND LATERALLY A MINIMUM OF 6" (150 MM) IN FRONT AND BEHIND THE MODULAR WALL UNIT.

B. SOIL LEVELING PAD MATERIALS SHALL BE COMPACTED TO A MINIMUM OF 95 % STANDARD PROCTOR DENSITY PER ASTM D-698 OR 92% MODIFIED PROCTOR DENSITY PER ASTM D1557.

C. LEVELING PAD SHALL BE PREPARED TO INSURE FULL CONTACT TO THE BASE SURFACE OF THE CONCRETE UNITS.

3.03 MODULAR UNIT INSTALLATION

A. FIRST COURSE OF UNITS SHALL BE PLACED ON THE LEVELING PAD AT THE APPROPRIATE LINE AND GRADE. ALIGNMENT AND LEVEL SHALL BE CHECKED IN ALL DIRECTIONS AND INSURE THAT ALL UNITS ARE IN FULL CONTACT WITH THE BASE AND PROPERLY SEATED.

B. PLACE THE FRONT OF UNITS SIDE-BY-SIDE. DO NOT LEAVE GAPS BETWEEN ADJACENT UNITS. LAYOUT OF CORNERS AND CURVES SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

C. INSTALL SHEAR/CONNECTING DEVICES PER MANUFACTURER'S RECOMMENDATIONS.

D. PLACE AND COMPACT DRAINAGE FILL WITHIN AND BEHIND WALL UNITS. PLACE AND COMPACT BACKFILL SOIL BEHIND DRAINAGE FILL. FOLLOW WALL ERECTION AND DRAINAGE FILL CLOSELY WITH STRUCTURE BACKFILL.

E. MAXIMUM STACKED VERTICAL HEIGHT OF WALL UNITS, PRIOR TO UNIT DRAINAGE FILL AND BACKFILL PLACEMENT AND COMPACTION, SHALL NOT EXCEED TWO COURSES.

3.04 STRUCTURAL GEOGRID INSTALLATION

A. GEOGRID SHALL BE ORIENTED WITH THE HIGHEST STRENGTH AXIS PERPENDICULAR TO THE WALL ALIGNMENT.

B. GEOGRID REINFORCEMENT SHALL BE PLACED AT THE STRENGTHS, LENGTHS, AND ELEVATIONS SHOWN ON THE CONSTRUCTION DESIGN DRAWINGS OR AS DIRECTED BY THE ENGINEER.

C. THE GEOGRID SHALL BE LAID HORIZONTALLY ON COMPACTED BACKFILL AND ATTACHED TO THE MODULAR WALL UNITS. PLACE THE NEXT COURSE OF MODULAR CONCRETE UNITS OVER THE GEOGRID. THE GEOGRID SHALL BE PULLED TAUT, AND ANCHORED PRIOR TO BACKFILL PLACEMENT ON THE GEOGRID.

D. GEOGRID REINFORCEMENTS SHALL BE CONTINUOUS THROUGHOUT THEIR EMBEDMENT LENGTHS AND PLACED SIDE-BY-SIDE TO PROVIDE 100% COVERAGE AT EACH LEVEL. SPLICED CONNECTIONS BETWEEN SHORTER PIECES OF GEOGRID OR GAPS BETWEEN ADJACENT PIECES OF GEOGRID ARE NOT PERMITTED.

3.05 REINFORCED BACKFILL PLACEMENT

A. REINFORCED BACKFILL SHALL BE PLACED, SPREAD, AND COMPACTED IN SUCH A MANNER THAT MINIMIZES THE DEVELOPMENT OF SLACK IN THE GEOGRID AND INSTALLATION DAMAGE.

B. REINFORCED BACKFILL SHALL BE PLACED AND COMPACTED IN LIFTS NOT TO EXCEED 6 INCHES (150 MM) WHERE HAND COMPACTION IS USED, OR 8 _ 10 INCHES (200 TO 250 MM) WHERE HEAVY COMPACTION EQUIPMENT IS USED. LIFT THICKNESS SHALL BE DECREASED TO ACHIEVE THE REQUIRED DENSITY AS REQUIRED.

C. REINFORCED BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 95 % STANDARD PROCTOR DENSITY PER ASTM D-698 OR 92% MODIFIED PROCTOR DENSITY PER ASTM D1557. THE MOISTURE CONTENT OF THE BACKFILL MATERIAL PRIOR TO AND DURING COMPACTION SHALL BE UNIFORMLY DISTRIBUTED THROUGHOUT EACH LAYER AND SHALL BE DRY OF OPTIMUM, + 0%, - 3%.

D. ONLY LIGHTWEIGHT HAND_OPERATED EQUIPMENT SHALL BE ALLOWED WITHIN 3 FEET (1 M) FROM THE TAIL OF THE MODULAR CONCRETE UNIT.

E. TRACKED CONSTRUCTION EQUIPMENT SHALL NOT BE OPERATED DIRECTLY UPON THE GEOGRID REINFORCEMENT. A MINIMUM FILL THICKNESS OF 6 INCHES (150 MM) IS REQUIRED PRIOR TO OPERATION OF TRACKED VEHICLES OVER THE GEOGRID. TRACKED VEHICLE TURNING SHOULD BE KEPT TO A MINIMUM TO PREVENT TRACKS FROM DISPLACING THE FILL AND DAMAGING THE GEOGRID.

F. RUBBER TIRED EQUIPMENT MAY PASS OVER GEOGRID REINFORCEMENT AT SLOW SPEEDS, LESS THAN 10 MPH (15 KPH). SUDDEN BRAKING AND SHARP TURNING SHALL BE AVOIDED.

G. AT THE END OF EACH DAY'S OPERATION, THE CONSTRUCTION SHALL SLOPE THE LAST LIFT OF REINFORCED BACKFILL AWAY FROM THE WALL UNITS TO DIRECT RUNOFF AWAY FROM WALL FACE. THE CONTRACTOR SHALL NOT ALLOW SURFACE RUNOFF FROM ADJACENT AREAS TO ENTER THE WALL CONSTRUCTION SITE.

3.06 CAP INSTALLATION

A. CAP UNITS SHALL BE GLUED TO UNDERLYING UNITS WITH AN ALL-WEATHER ADHESIVE RECOMMENDED BY THE MANUFACTURER.

3.07 AS-BUILT CONSTRUCTION TOLERANCES

A. VERTICAL ALIGNMENT: ± 1.5" (40 MM) OVER ANY 10' (3 M) DISTANCE.

B. WALL BATTER: WITHIN 2 DEGREES OF DESIGN BATTER.

C. HORIZONTAL ALIGNMENT: ± 1.5" (40 MM) OVER ANY 10' (3 M) DISTANCE.
CORNERS, BENDS & CURVES: ± 1 FT (300 MM) TO THEORETICAL LOCATION.

D. MAXIMUM HORIZONTAL GAP BETWEEN ERECTED UNITS SHALL BE 1/2 INCH (13 MM).

3.08 FIELD QUALITY CONTROL

A. QUALITY ASSURANCE - THE OWNER SHALL/MAY ENGAGE INSPECTION AND TESTING SERVICES, INCLUDING INDEPENDENT LABORATORIES, TO PROVIDE QUALITY ASSURANCE AND TESTING SERVICES DURING CONSTRUCTION. THIS DOES NOT RELIEVE THE CONTRACTOR FROM SECURING THE NECESSARY CONSTRUCTION QUALITY CONTROL TESTING.

B. QUALITY ASSURANCE SHOULD INCLUDE FOUNDATION SOIL INSPECTION. VERIFICATION OF GEOTECHNICAL DESIGN PARAMETERS, AND VERIFICATION THAT THE CONTRACTOR'S QUALITY CONTROL TESTING IS ADEQUATE AS A MINIMUM. QUALITY ASSURANCE SHALL ALSO INCLUDE OBSERVATION OF CONSTRUCTION FOR GENERAL COMPLIANCE WITH DESIGN DRAWINGS AND PROJECT SPECIFICATIONS. (QUALITY ASSURANCE IS USUALLY BEST PERFORMED BY THE SITE GEOTECHNICAL ENGINEER.)

C. QUALITY CONTROL - THE CONTRACTOR SHALL ENGAGE INSPECTION AND TESTING SERVICES TO PERFORM THE MINIMUM QUALITY CONTROL TESTING DESCRIBED IN THE RETAINING WALL DESIGN PLANS AND SPECIFICATIONS. ONLY QUALIFIED AND EXPERIENCED TECHNICIANS AND ENGINEERS SHALL PERFORM TESTING AND INSPECTION SERVICES.

D. QUALITY CONTROL TESTING SHALL INCLUDE SOIL AND BACKFILL TESTING TO VERIFY SOIL TYPES AND COMPACTION AND VERIFICATION THAT THE RETAINING WALL IS BEING CONSTRUCTED IN ACCORDANCE WITH THE DESIGN PLANS AND PROJECT SPECIFICATIONS.

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Civil Engineering, Transportation, CEI & Landscape Architecture

RETAINING WALL NOTES
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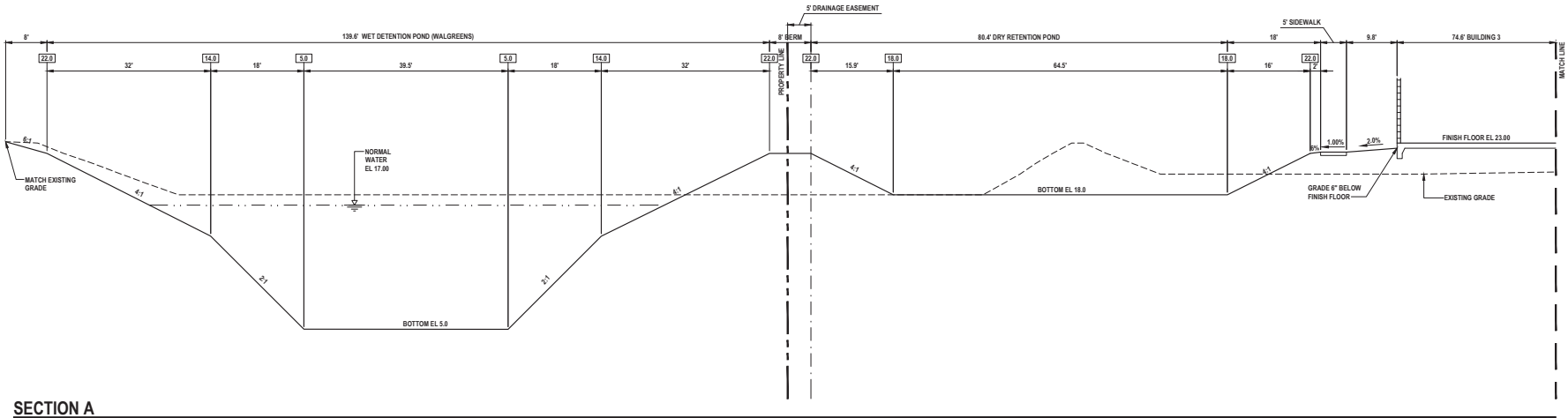
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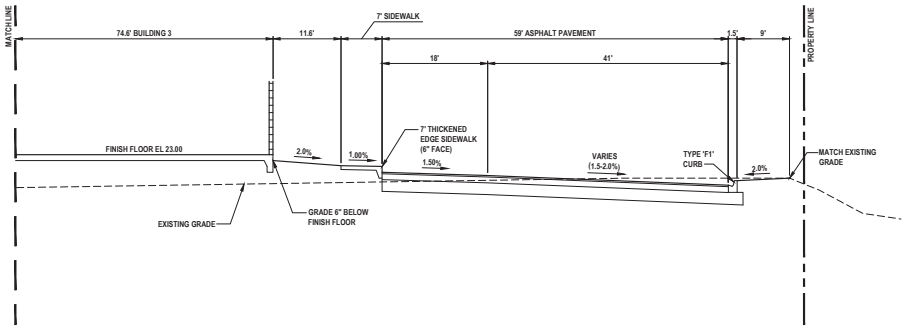
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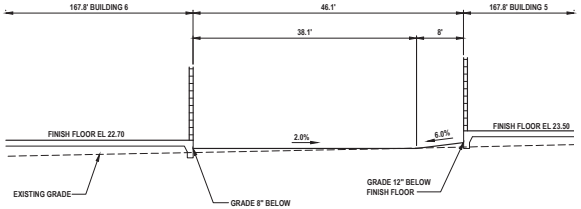
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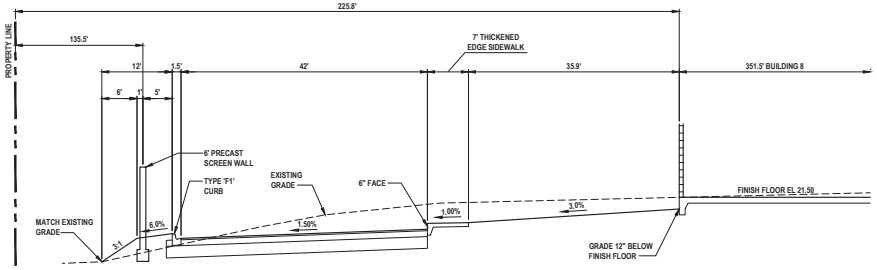
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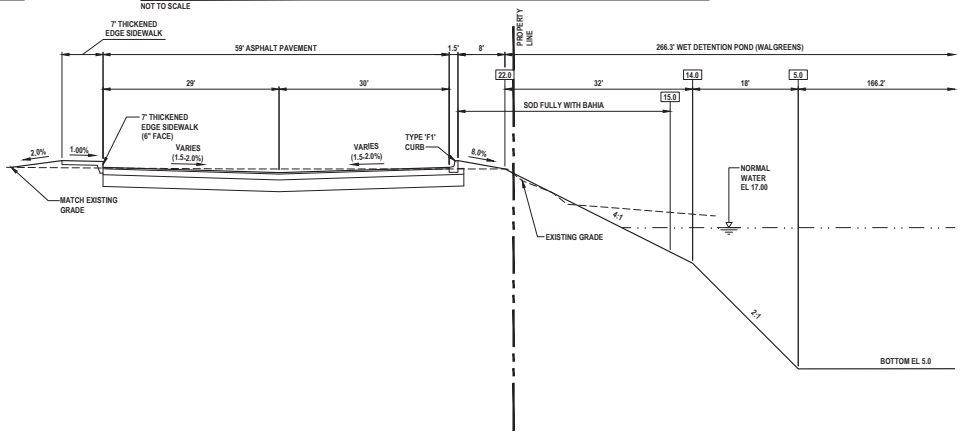
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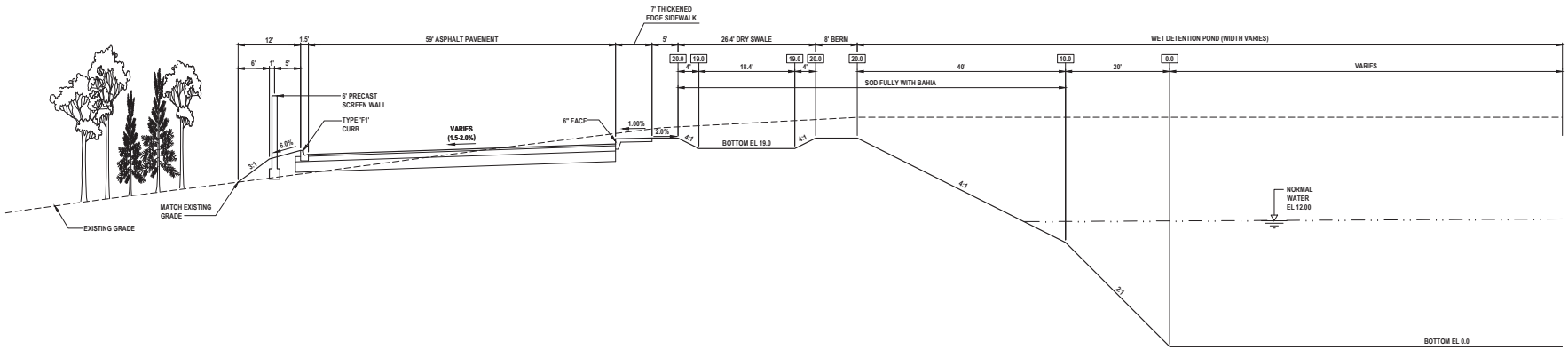
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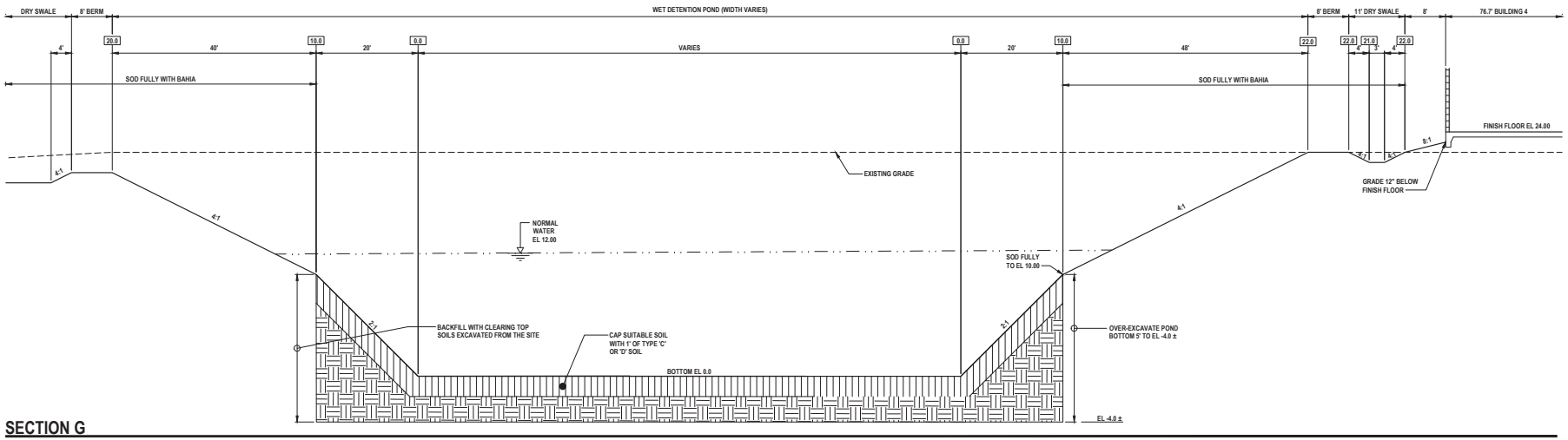
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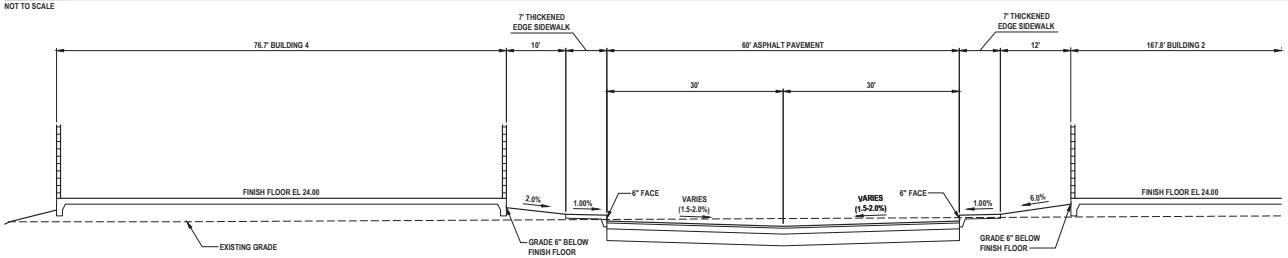
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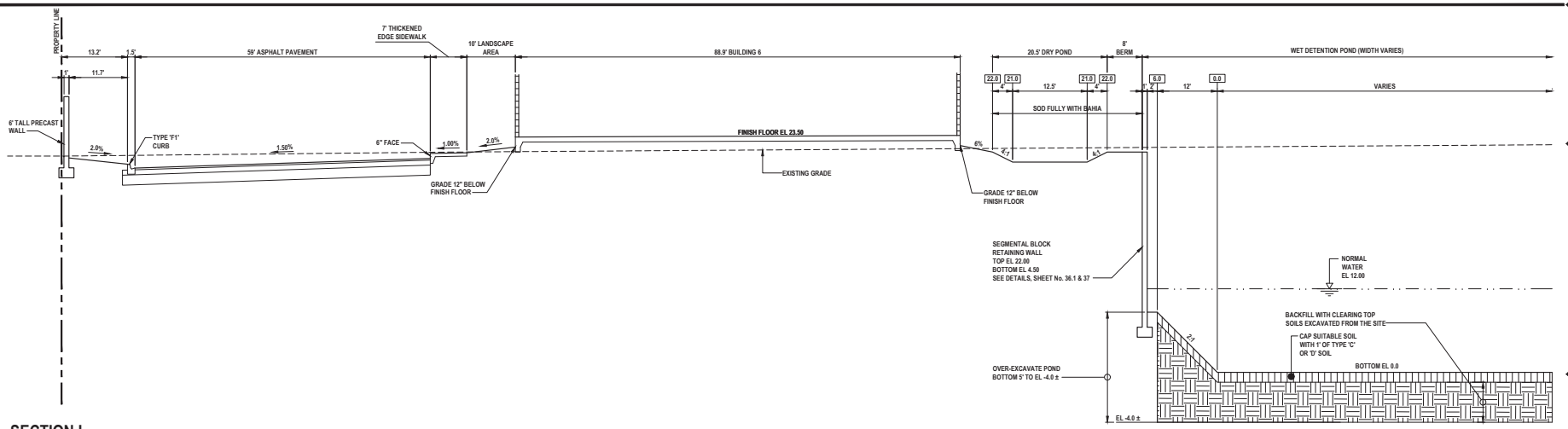
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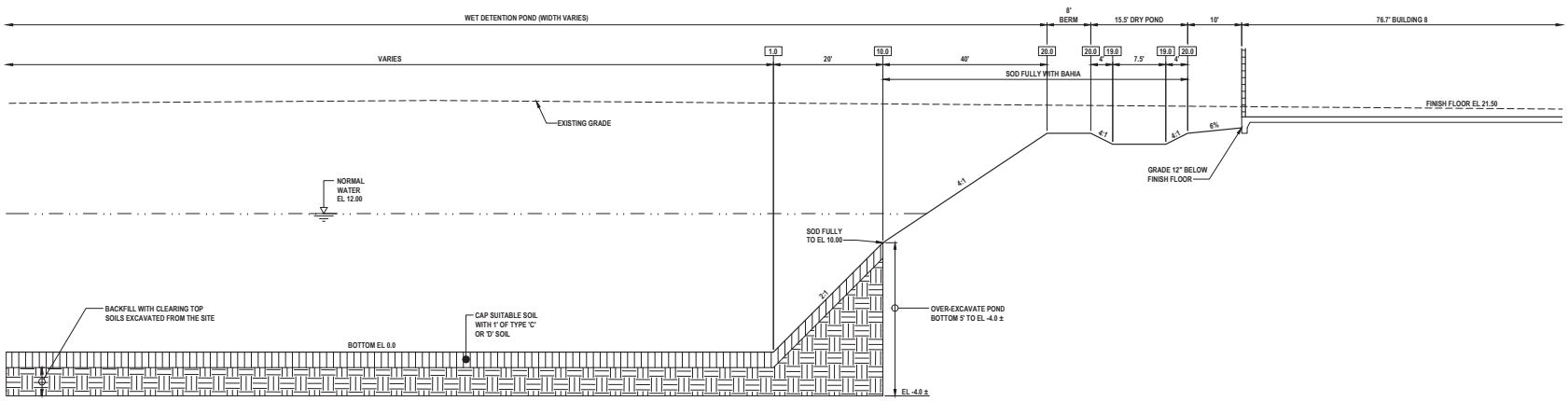
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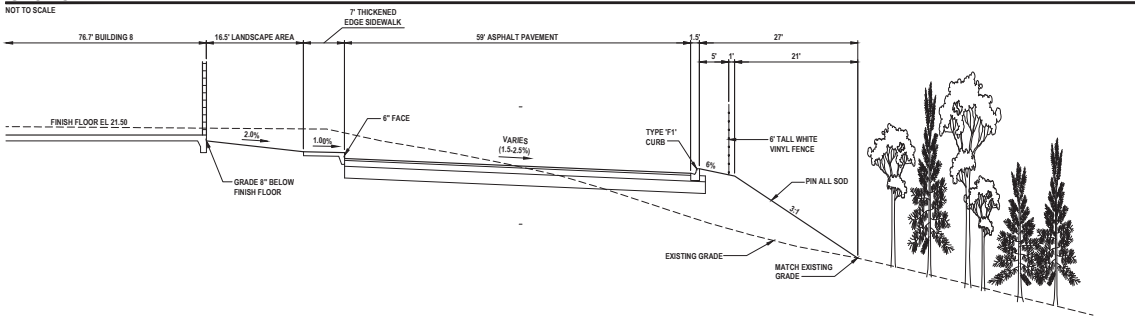
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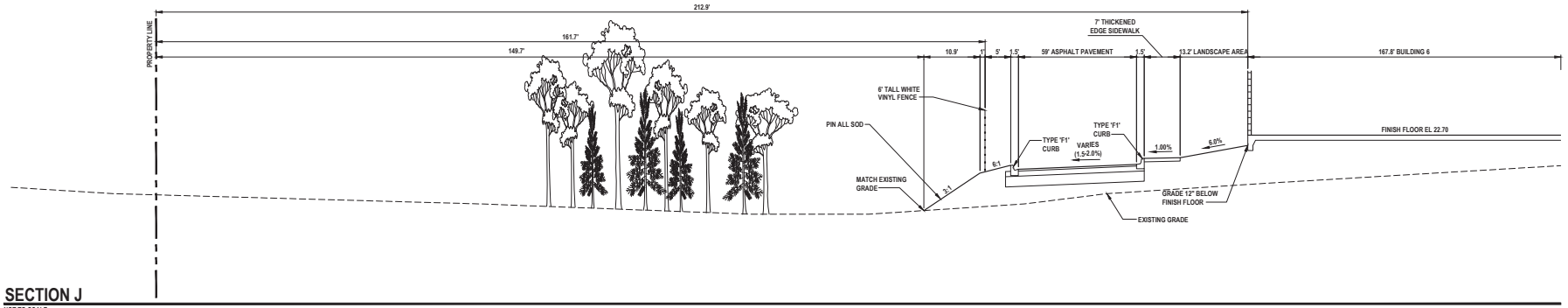
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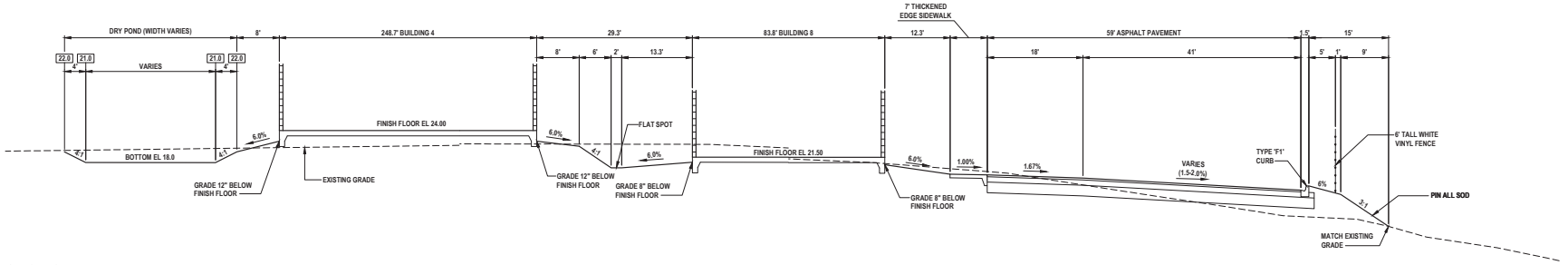
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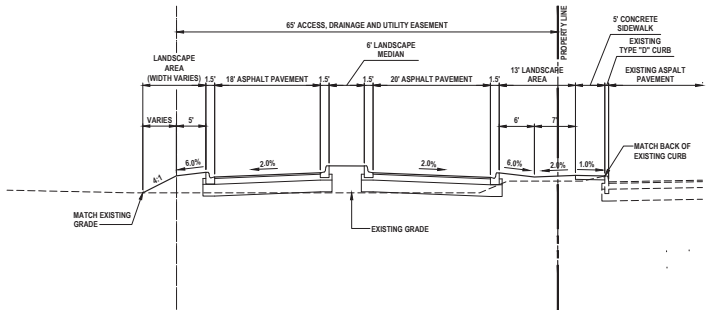
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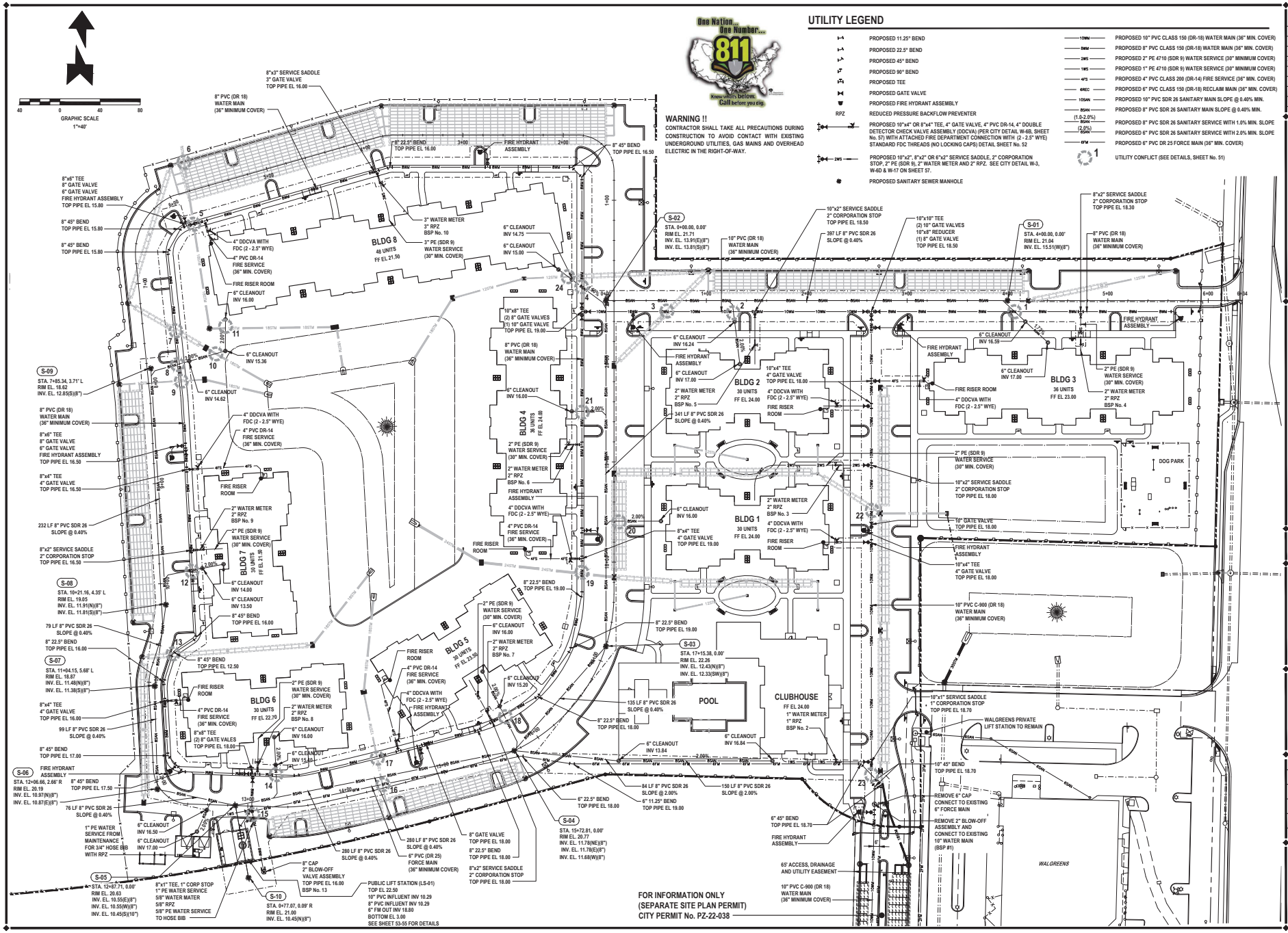
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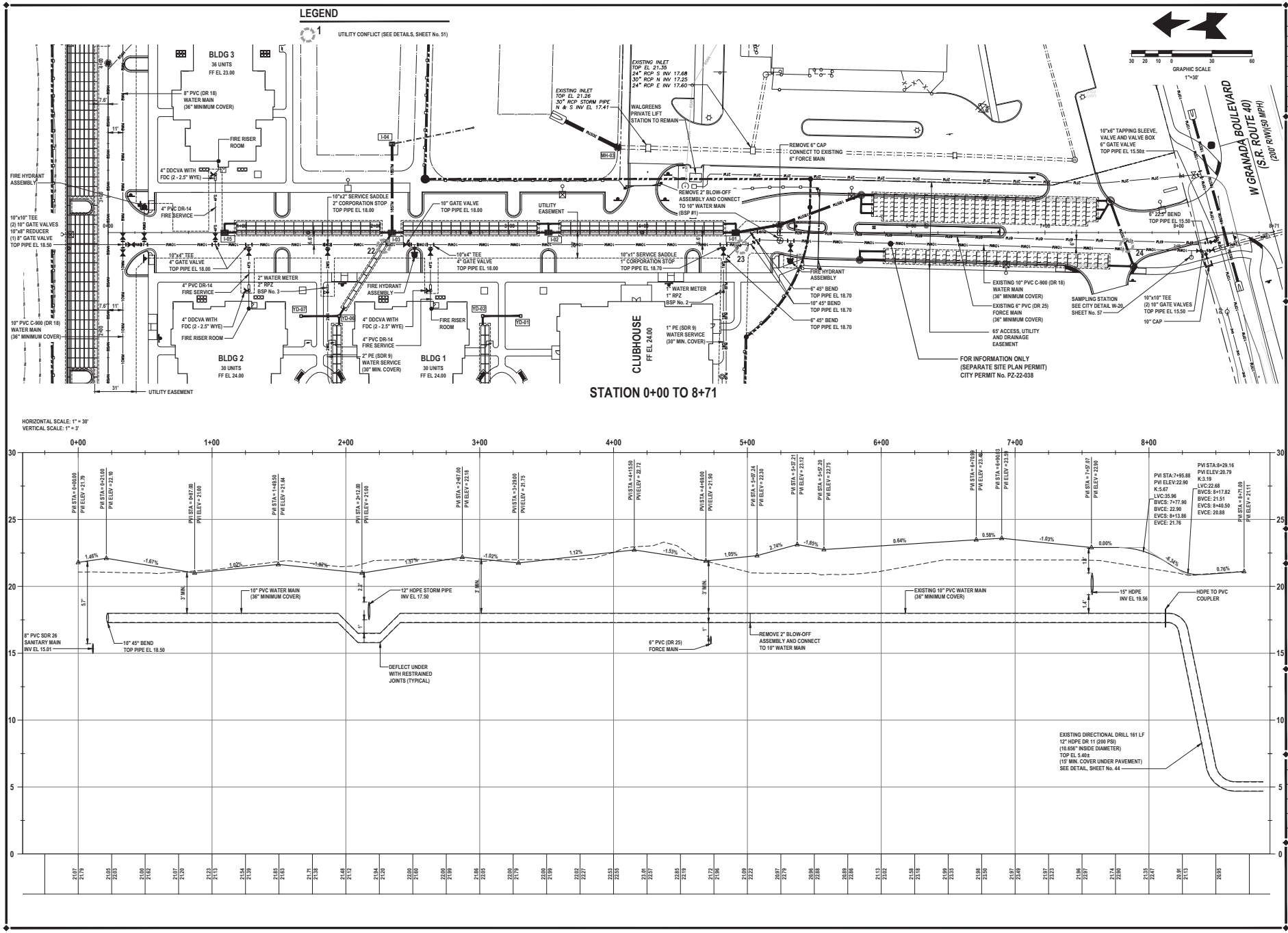
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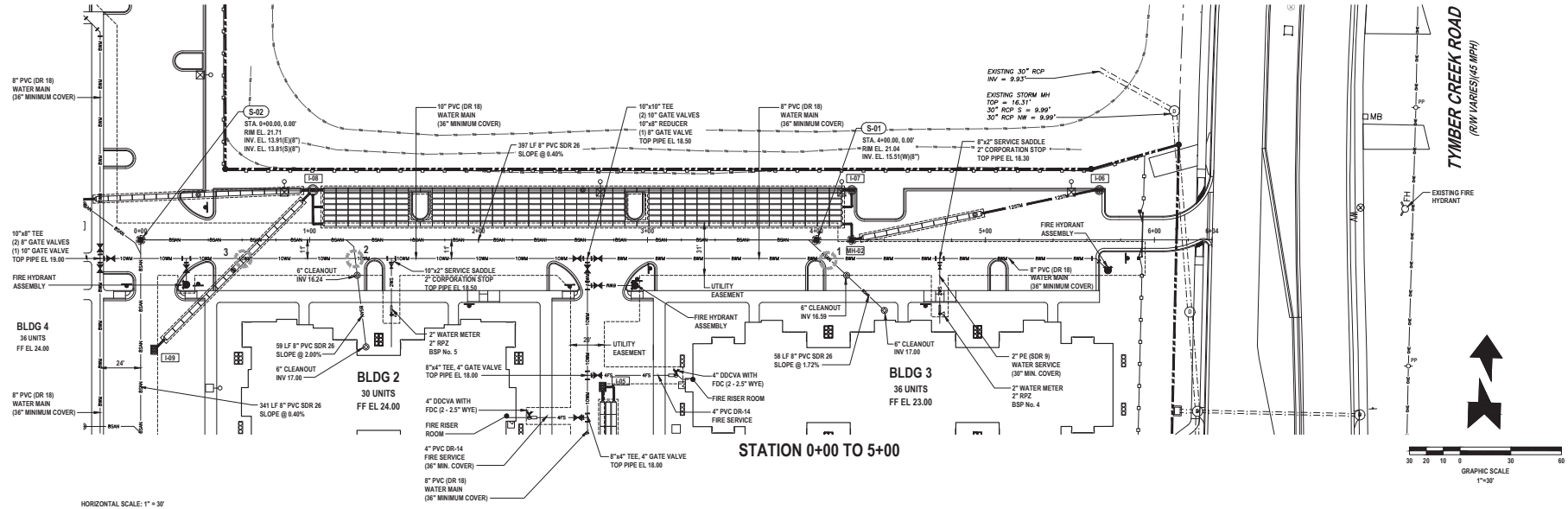
HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

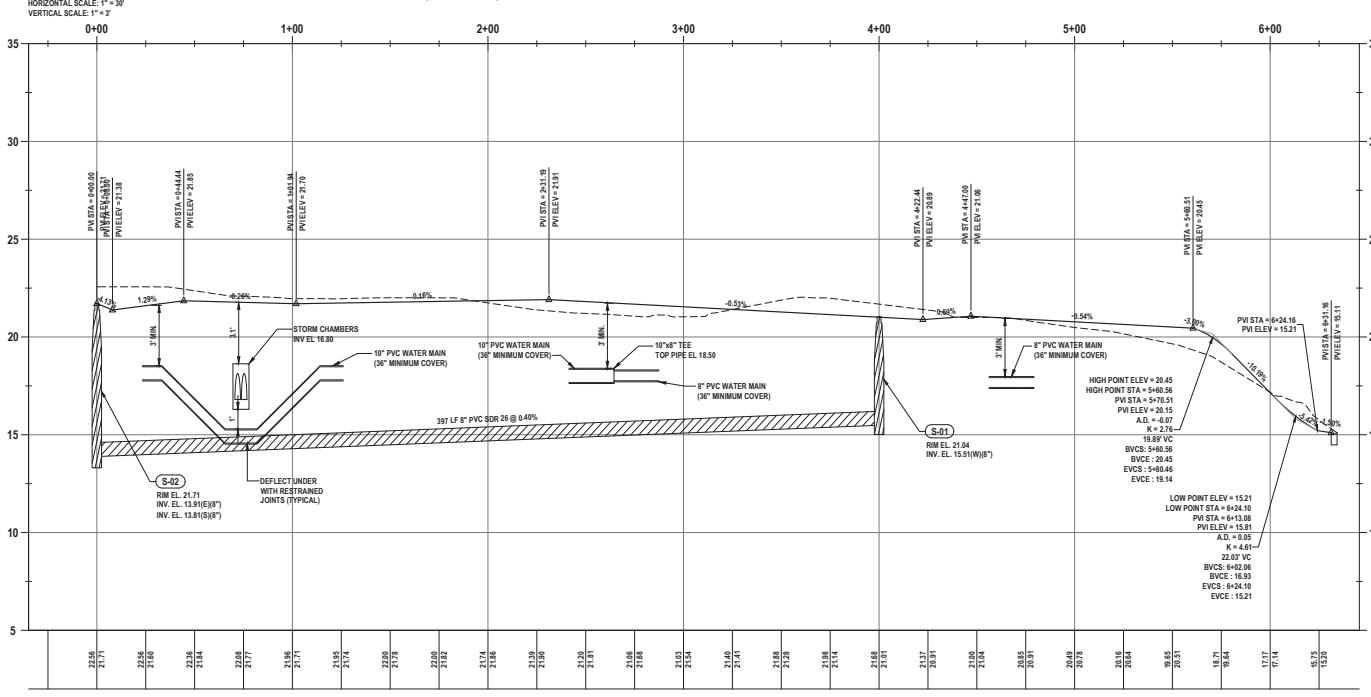
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

45





LEGEND

1 UTILITY CONFLICT (SEE DETAILS, SHEET No. 51)

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
3/29/23	CITY COMMENTS

1238 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

PLAN AND PROFILE STA. 0+00 - 5+00 TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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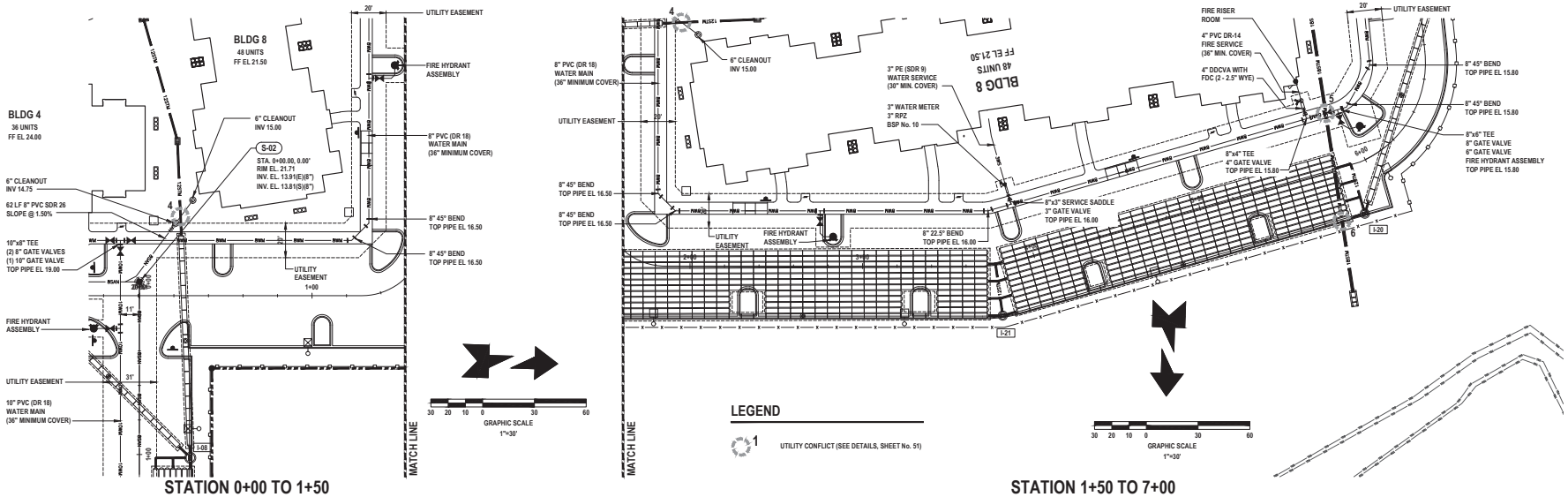
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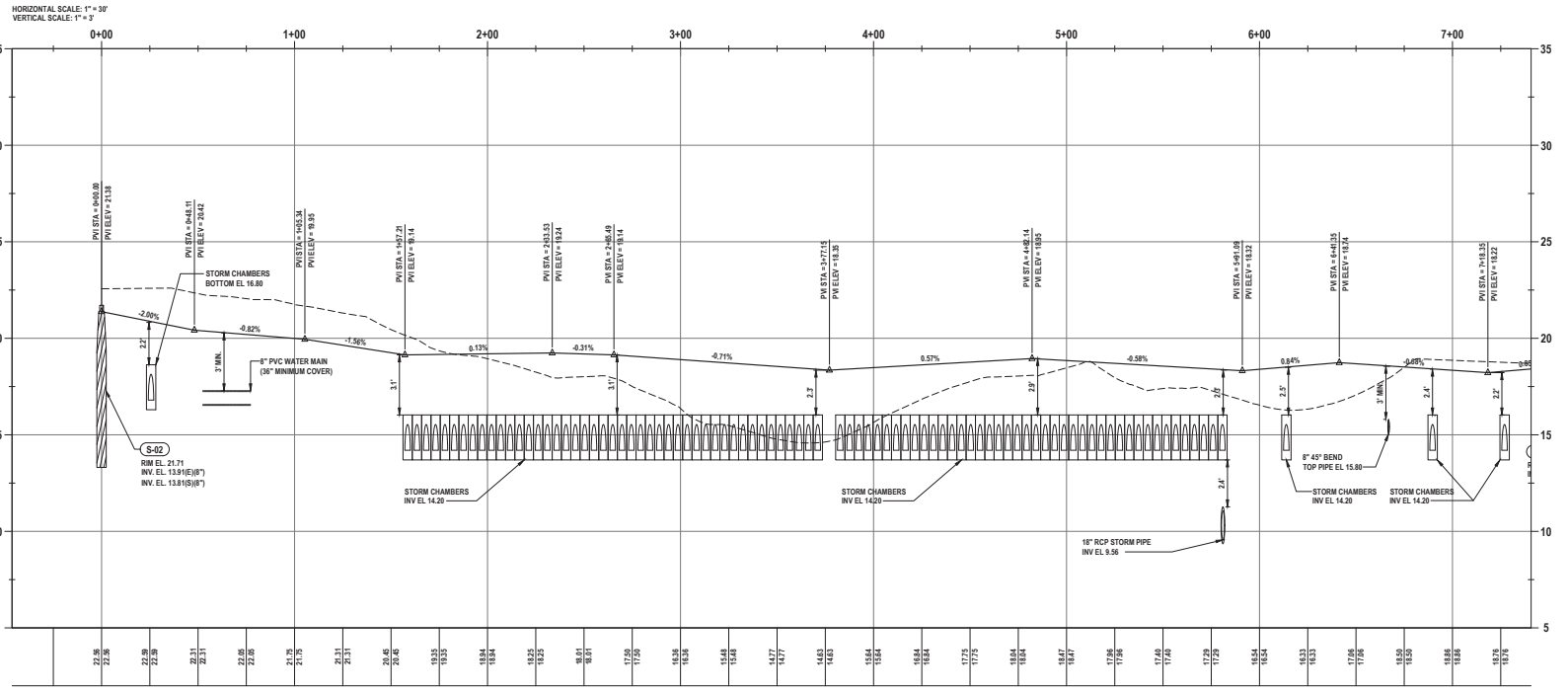
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
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SCALE:	AS SHOWN

DRAWING NUMBER

46





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3/29/23	CITY COMMENTS

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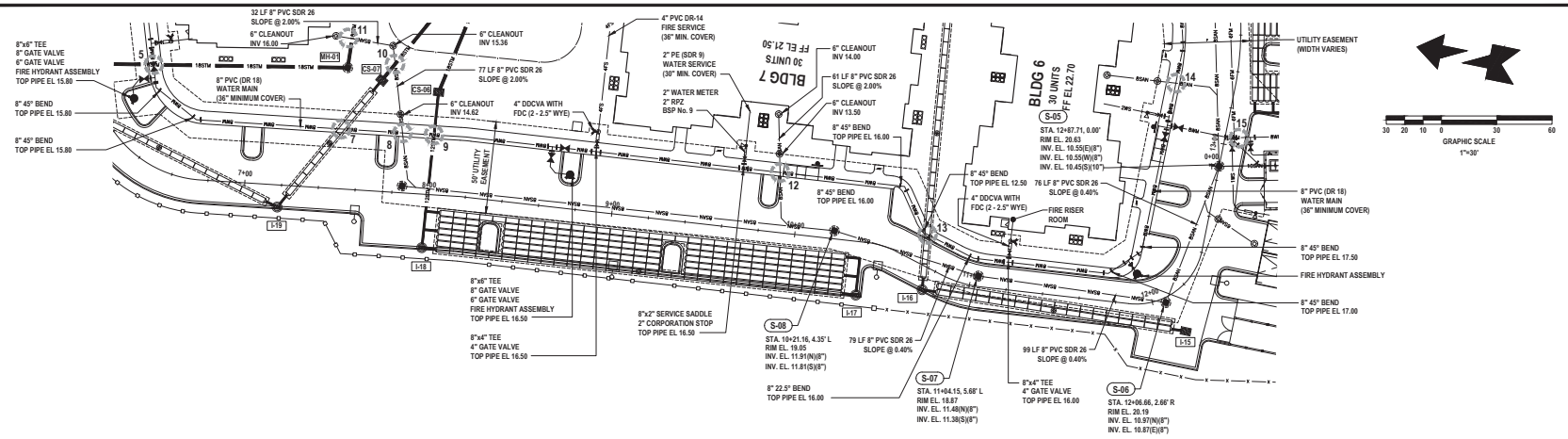
HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

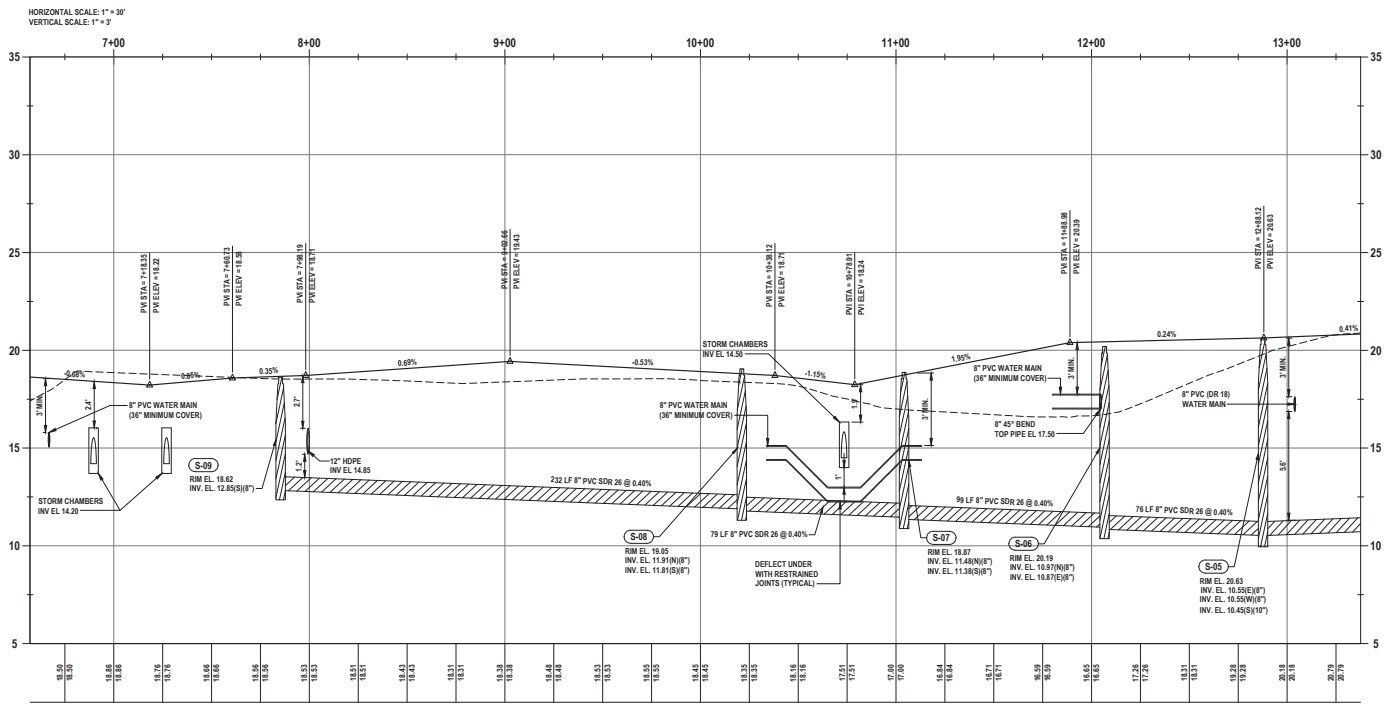
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

47



STATION 7+00 TO 13+00



LEGEND

1 UTILITY CONFLICT (SEE DETAILS, SHEET No. 51)

REVISIONS	
DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/25/22	OWNER
3/29/23	CITY COMMENTS

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Ormond Beach, FL 32174
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PLAN AND PROFILE STA. 7+00 - 13+00

TYMBER CREEK APARTMENTS

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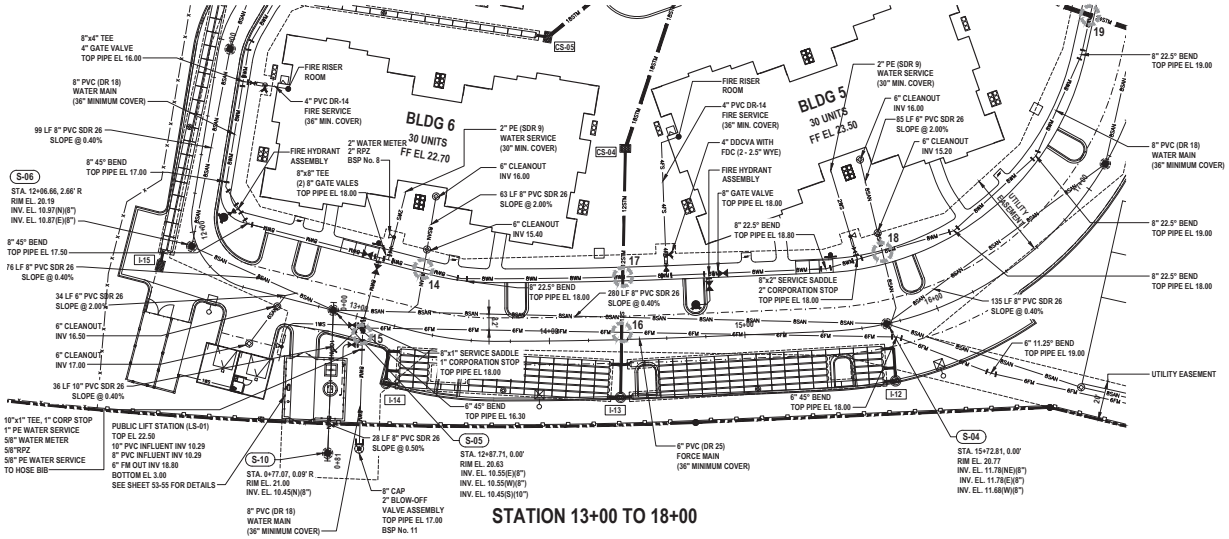
HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

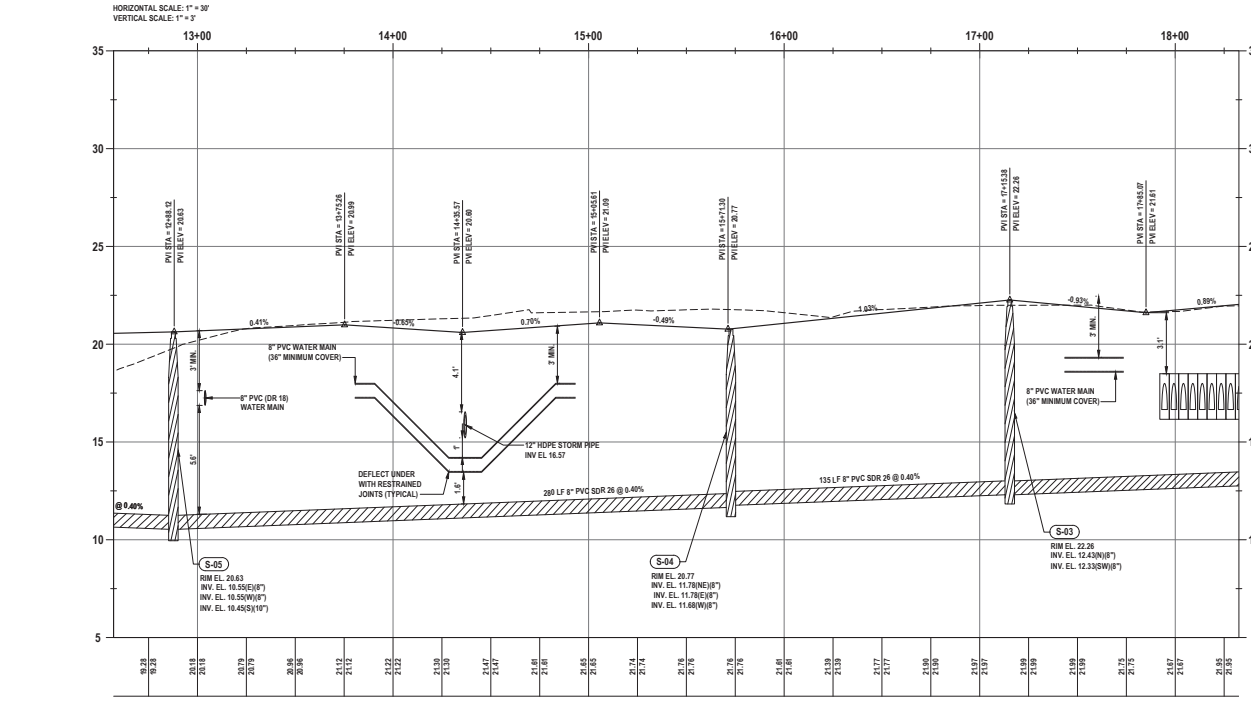
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

48



STATION 13+00 TO 18+00



LEGEND

1 UTILITY CONFLICT (SEE DETAILS, SHEET No. 51)

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
3/29/23	CITY COMMENTS

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Phone (386) 672-7794
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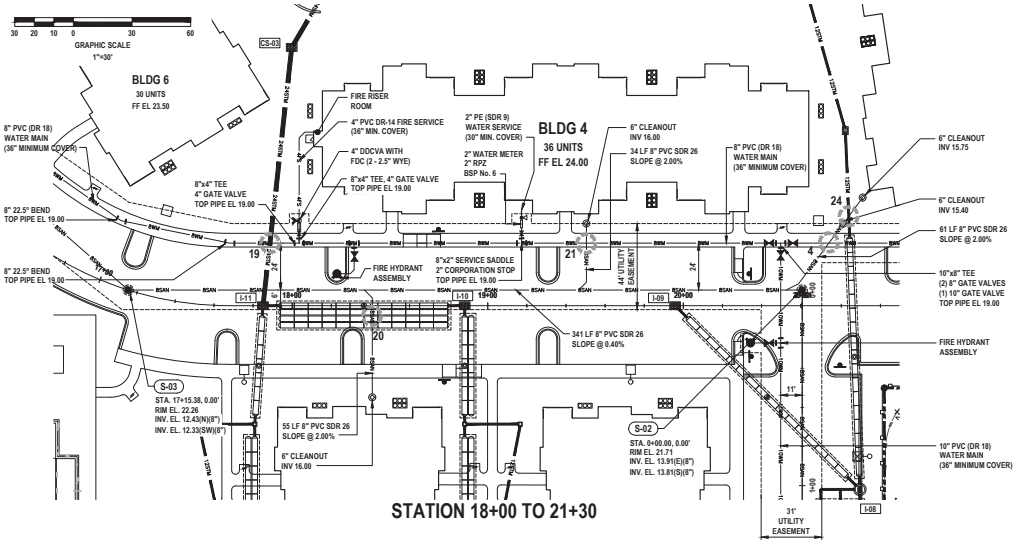
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HARRY H. NEWKIRK, P.E. # 62971

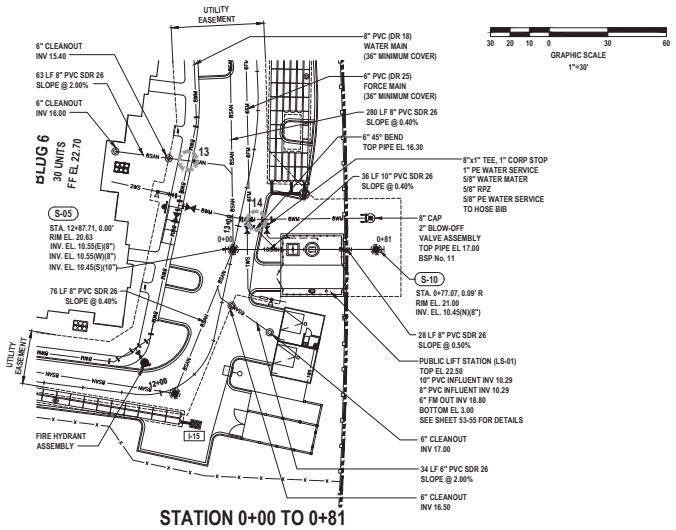
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

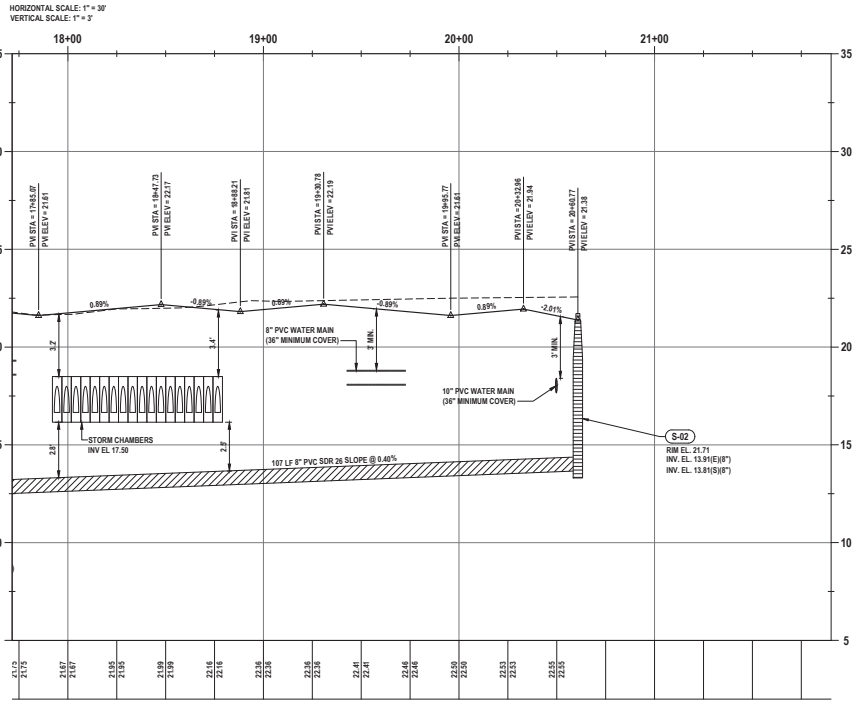
49



STATION 18+00 TO 21+30

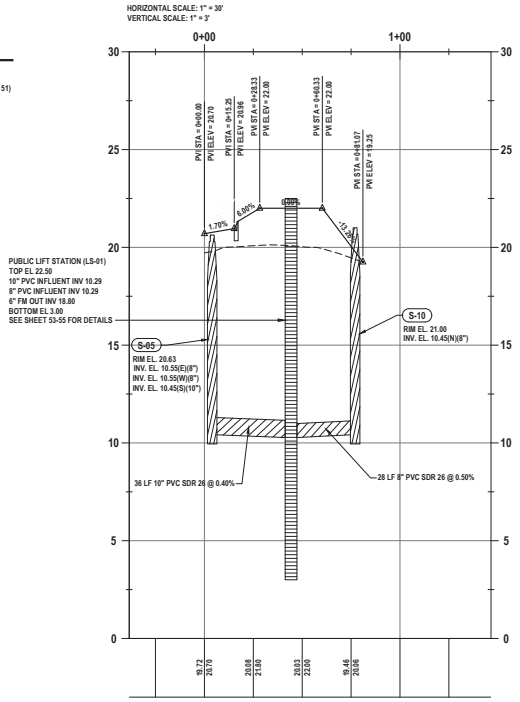


STATION 0+00 TO 0+81



LEGEND

1 UTILITY CONFLICT (SEE DETAILS, SHEET No. 51)



REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
3/29/23	CITY COMMENTS

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TYMBER CREEK APARTMENTS

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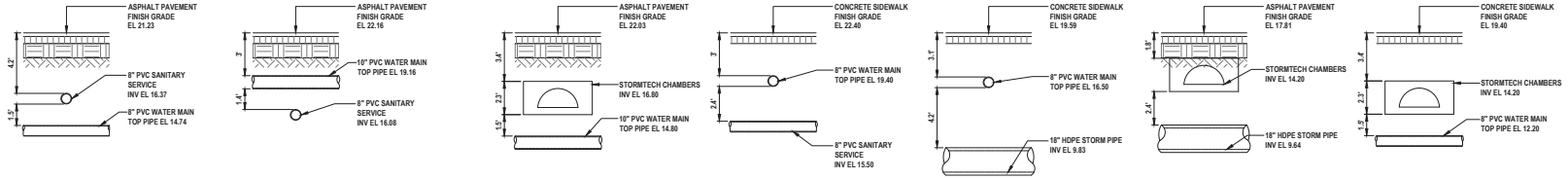
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DATE:	NOVEMBER 2021
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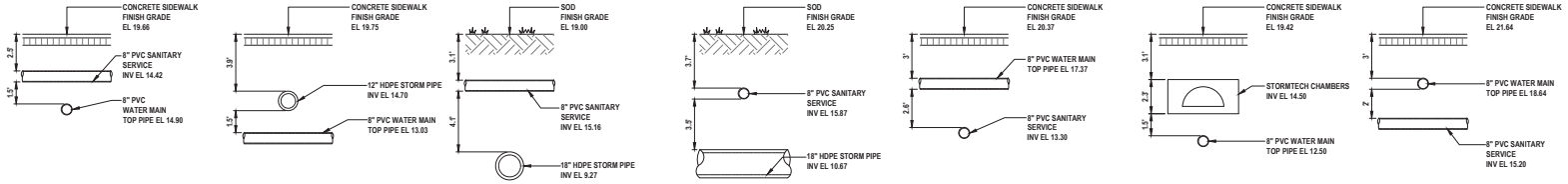
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CONFLICT POINT 1 | CONFLICT POINT 2 | CONFLICT POINT 3 | CONFLICT POINT 4 | CONFLICT POINT 5 | CONFLICT POINT 6 | CONFLICT POINT 7

UTILITY CONFLICT DETAIL

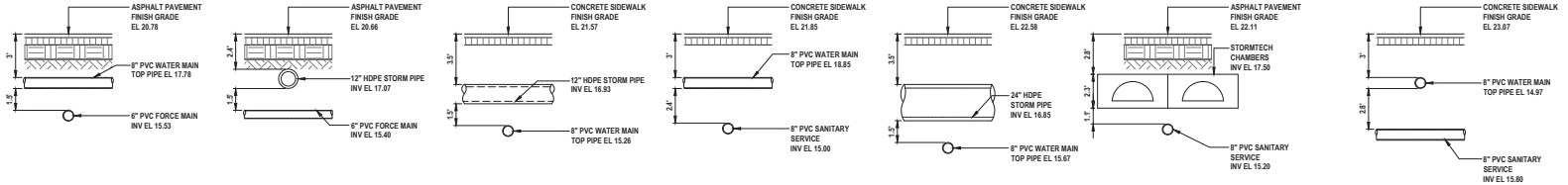
NOT TO SCALE



CONFLICT POINT 8 | CONFLICT POINT 9 | CONFLICT POINT 10 | CONFLICT POINT 11 | CONFLICT POINT 12 | CONFLICT POINT 13 | CONFLICT POINT 14

UTILITY CONFLICT DETAIL

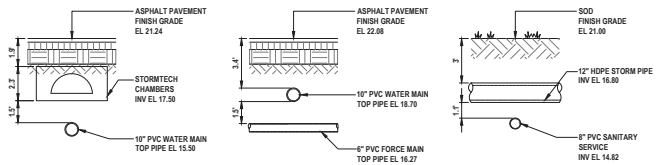
NOT TO SCALE



CONFLICT POINT 15 | CONFLICT POINT 16 | CONFLICT POINT 17 | CONFLICT POINT 18 | CONFLICT POINT 19 | CONFLICT POINT 20 | CONFLICT POINT 21

UTILITY CONFLICT DETAIL

NOT TO SCALE



CONFLICT POINT 22 | CONFLICT POINT 23 | CONFLICT POINT 24

UTILITY CONFLICT DETAIL

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
12/22/21	SJRWMD COMMENTS
4/7/22	TITLE BLOCK

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www.NewkirkEngineering.com
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LC. # 26001684
2010
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC

UTILITY CONFLICT DETAILS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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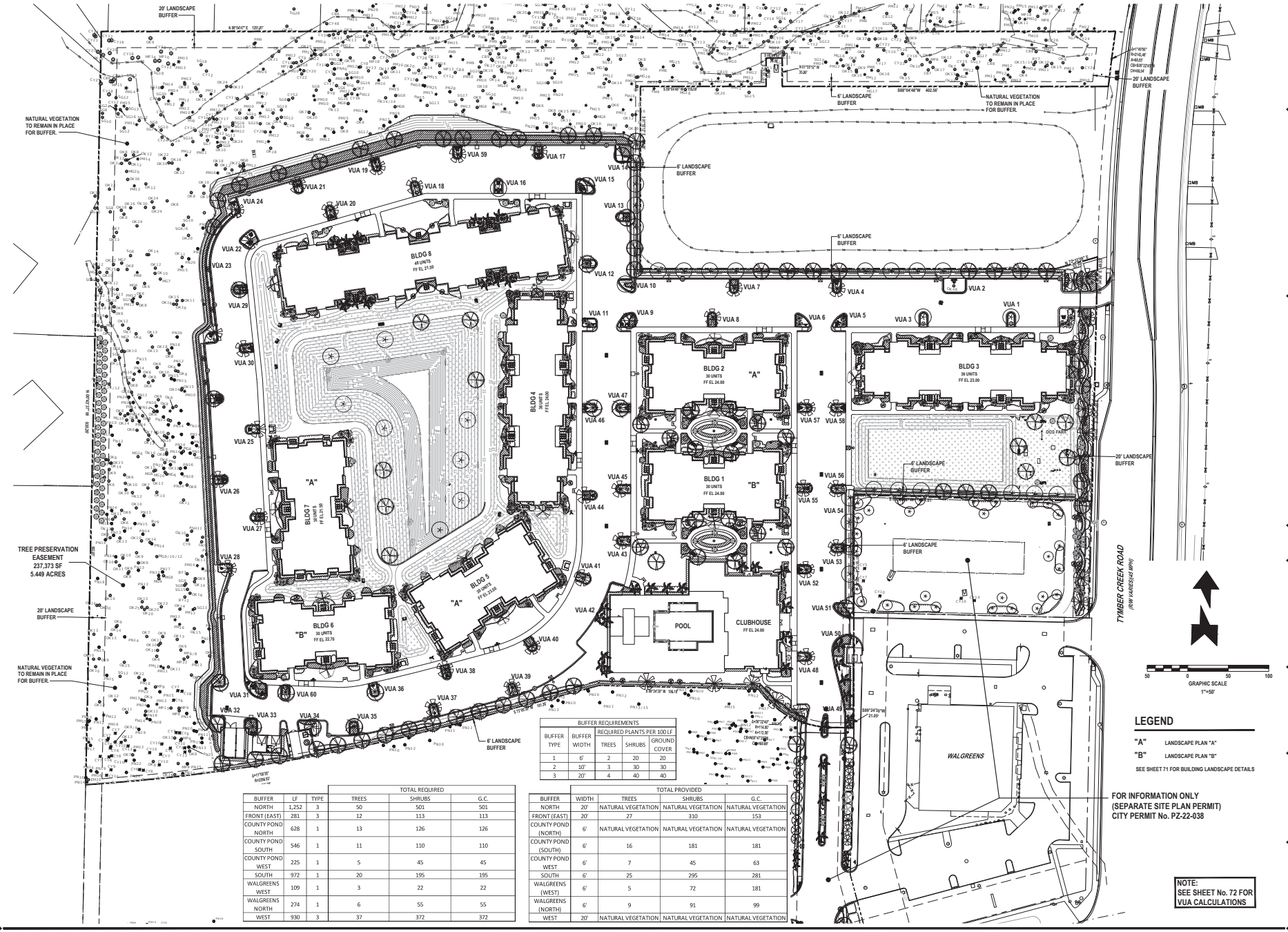
HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

51



BUFFER REQUIREMENTS				
BUFFER TYPE	BUFFER WIDTH	REQUIRED PLANTS PER 100 LF		
		TREES	SHRUBS	GROUND COVER
1	6'	2	20	20
2	10'	3	30	30
3	20'	4	40	40

BUFFER	LF	TYPE	TOTAL REQUIRED		
			TREES	SHRUBS	G.C.
NORTH	1,252	3	50	501	501
FRONT (EAST)	281	3	12	113	113
COUNTY POND NORTH	628	1	13	126	126
COUNTY POND SOUTH	546	1	11	110	110
COUNTY POND WEST	225	1	5	45	45
SOUTH	972	1	20	195	195
WALGREENS WEST	109	1	3	22	22
WALGREENS NORTH	274	1	6	55	55
WEST	930	3	37	372	372

BUFFER	WIDTH	TOTAL PROVIDED		
		TREES	SHRUBS	G.C.
NORTH	20'	NATURAL VEGETATION	NATURAL VEGETATION	NATURAL VEGETATION
FRONT (EAST)	20'	27	310	153
COUNTY POND (NORTH)	6'	NATURAL VEGETATION	NATURAL VEGETATION	NATURAL VEGETATION
COUNTY POND (SOUTH)	6'	16	181	181
COUNTY POND WEST	6'	7	45	63
SOUTH	6'	25	295	281
WALGREENS (WEST)	6'	5	72	181
WALGREENS (NORTH)	6'	9	91	99
WEST	20'	NATURAL VEGETATION	NATURAL VEGETATION	NATURAL VEGETATION

LEGEND

"A" LANDSCAPE PLAN "A"

"B" LANDSCAPE PLAN "B"

SEE SHEET 71 FOR BUILDING LANDSCAPE DETAILS

FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038

NOTE:
SEE SHEET No. 72 FOR VUA CALCULATIONS

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
6/30/22	CITY COMMENTS
7/28/22	CITY COMMENTS
10/25/22	OWNER
11/28/22	CITY COMMENTS
3/29/23	CITY COMMENTS

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OVERALL LANDSCAPE PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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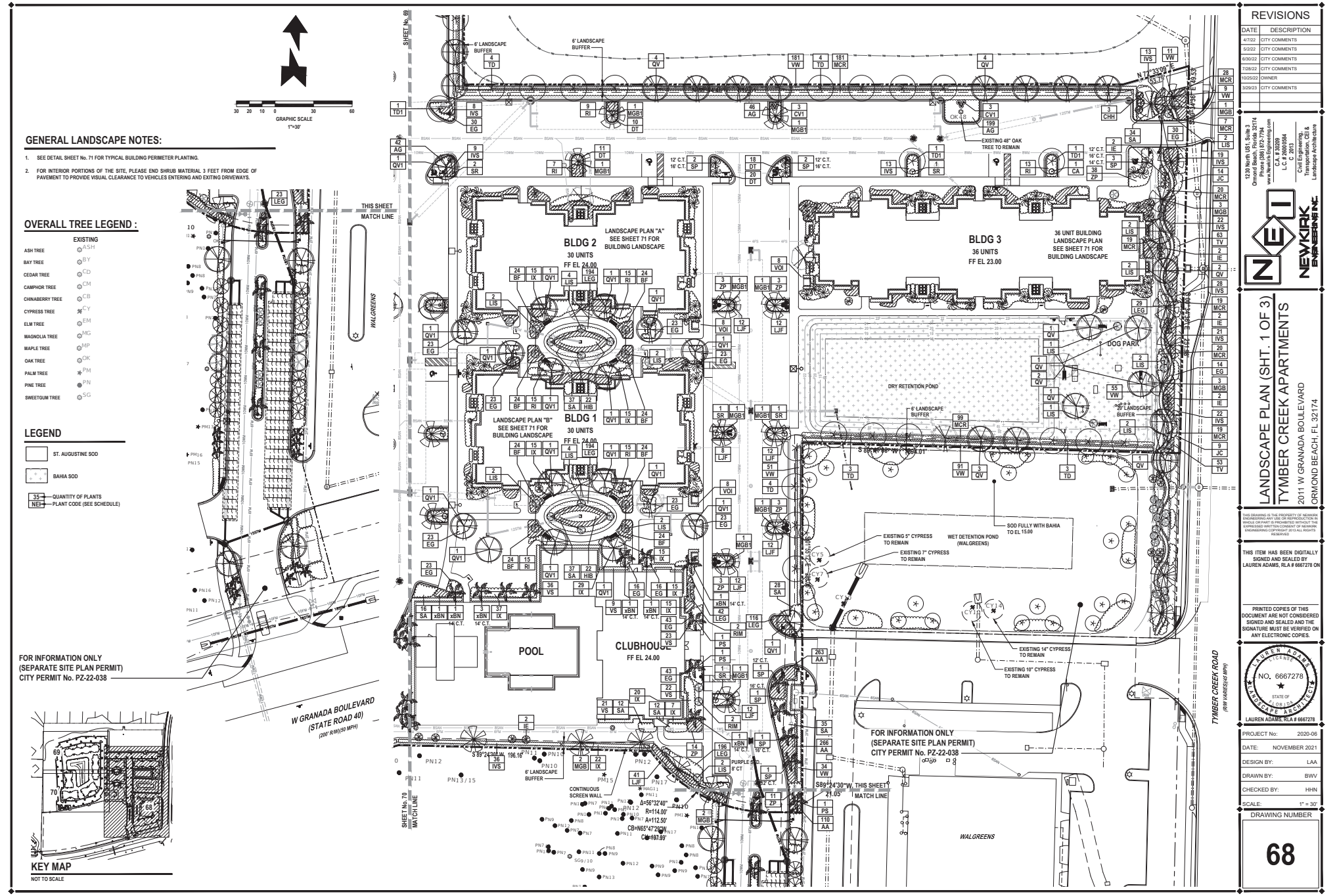
LAUREN ADAMS LICENSED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 50'

DRAWING NUMBER

67



REVISIONS	
DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
6/30/22	CITY COMMENTS
7/28/22	CITY COMMENTS
10/25/22	OWNER
3/29/23	CITY COMMENTS

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Ormond Beach, FL 32174
Phone (386) 672-7794
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C.A. # 30209
LC # 26001084
NEWKIRK ENGINEERING INC.
Civil Engineering, Transportation, CEI & Landscape Architecture

LANDSCAPE PLAN (SHT. 1 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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LAUREN ADAMS LICENSED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

68

GENERAL LANDSCAPE NOTES:

1. SEE DETAIL SHEET No. 71 FOR TYPICAL BUILDING PERIMETER PLANTING.
2. FOR INTERIOR PORTIONS OF THE SITE, PLEASE END SHRUB MATERIAL 3 FEET FROM EDGE OF PAVEMENT TO PROVIDE VISUAL CLEARANCE TO VEHICLES ENTERING AND EXITING DRIVEWAYS.

LEGEND

- ST. AUGUSTINE SOD
- BAHIA SOD
- 35 NEI — QUANTITY OF PLANTS / PLANT CODE (SEE SCHEDULE)

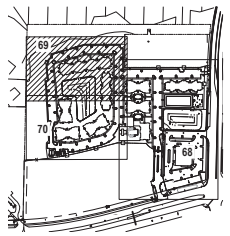
GRAPHIC SCALE
30 20 10 0 30 60
1"=30'

OVERALL TREE LEGEND :

	EXISTING
ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

KEY MAP

NOT TO SCALE



20' LANDSCAPE BUFFER

N 88°04'47" E 1251.97'

NATURAL VEGETATION TO REMAIN IN PLACE FOR BUFFER.

20' LANDSCAPE BUFFER

NATURAL VEGETATION TO REMAIN IN PLACE FOR BUFFER.

RESIDENTIAL BUFFER SCREEN
1. EASTERN RED CEDAR (JV)
10' TALL, 10' O.C. OPAQUE SCREEN

N 00°43'37" W 1305.26'

MATCH LINE SHEET No. 70

BLDG 8
48 UNITS
FF EL 21.50

48 UNIT BUILDING LANDSCAPE PLAN SEE SHEET 71 FOR BUILDING LANDSCAPE

BLDG 4
36 UNITS
FF EL 24.00

36 UNIT BUILDING LANDSCAPE PLAN SEE SHEET 71 FOR BUILDING LANDSCAPE

WET DETENTION POND

SOD FULLY WITH BAHIA TO EL 10.00

6' LANDSCAPE BUFFER

MATCH LINE SHEET No. 68

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
7/28/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER
3/29/23	CITY COMMENTS

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Ormond Beach, FL 32174
Phone (386) 672-7794
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LANDSCAPE PLAN (SHT. 2 OF 3)
TYMBER CREEK APARTMENTS

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LAUREN ADAMS LICENSED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

69

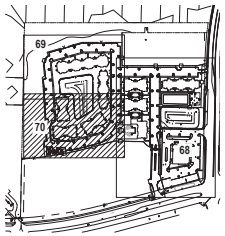
GENERAL LANDSCAPE NOTES:

1. SEE DETAIL SHEET No. 71 FOR TYPICAL BUILDING PERIMETER PLANTING.
2. FOR INTERIOR PORTIONS OF THE SITE, PLEASE END SHRUB MATERIAL 3 FEET FROM EDGE OF PAVEMENT TO PROVIDE VISUAL CLEARANCE TO VEHICLES ENTERING AND EXITING DRIVEWAYS.

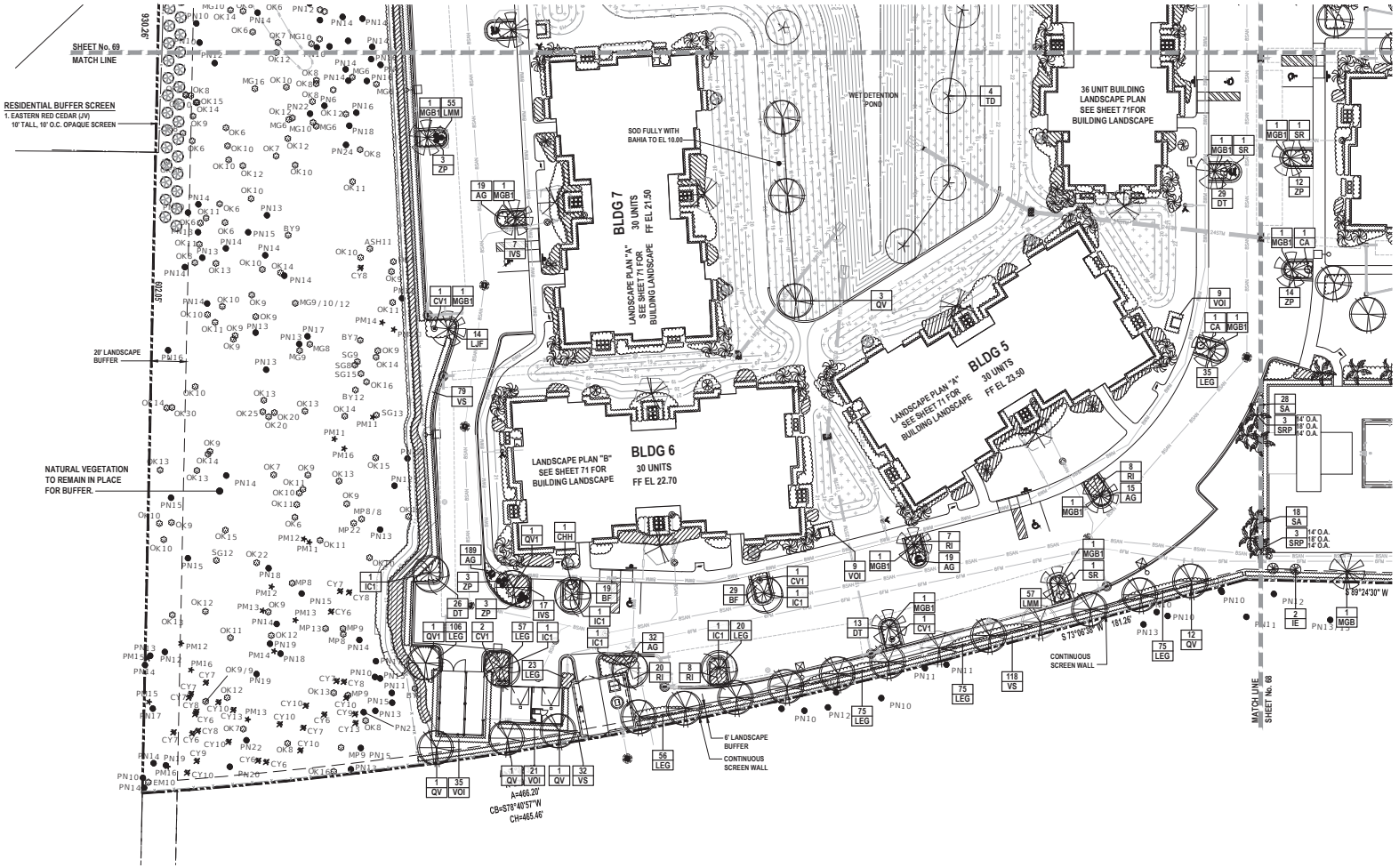
LEGEND

- ST. AUGUSTINE SOD
- BAHIA SOD
- 35 / NEL — QUANTITY OF PLANTS / PLANT CODE (SEE SCHEDULE)

GRAPHIC SCALE
30 20 10 0 30 60
1"=30'



KEY MAP
NOT TO SCALE



OVERALL TREE LEGEND :

	EXISTING
ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

REVISIONS

DATE	DESCRIPTION
7/28/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER
3/29/23	CITY COMMENTS

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 672-7794
www.Newkirk Engineering.com
C.A. # 30209
LC. # 26001084
NEI
NEWKIRK ENGINEERING INC.
Civil Engineering, Transportation, CEI & Landscape Architecture

LANDSCAPE PLAN (SHT. 3 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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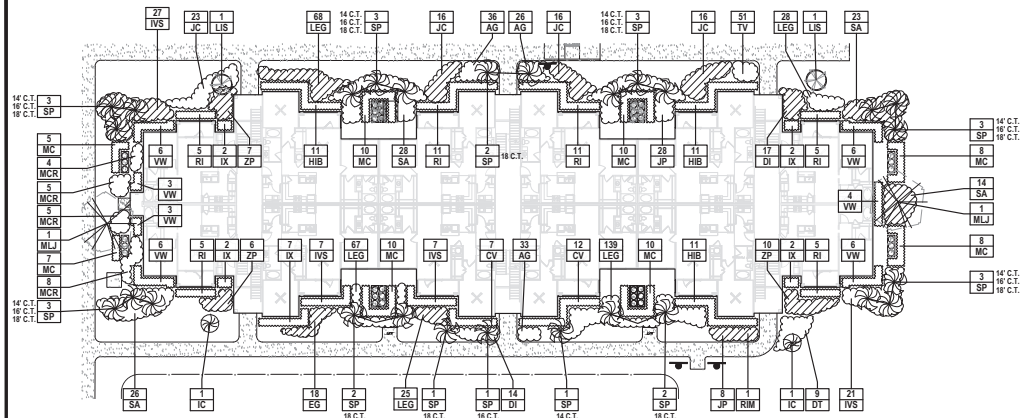
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SCALE:	1" = 30'

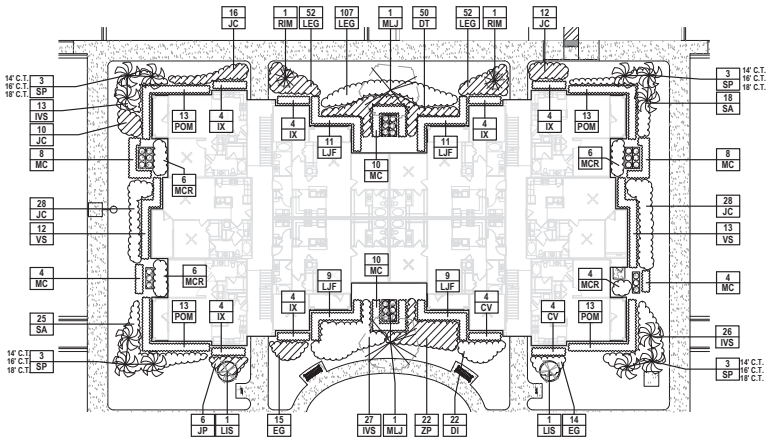
DRAWING NUMBER

70



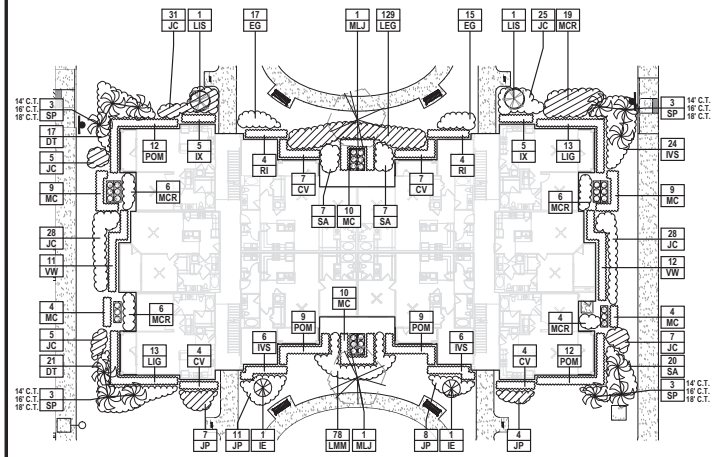
36 UNIT BUILDING LANDSCAPE PLAN (BUILDINGS #3 AND 4)

SCALE: 1" = 20'



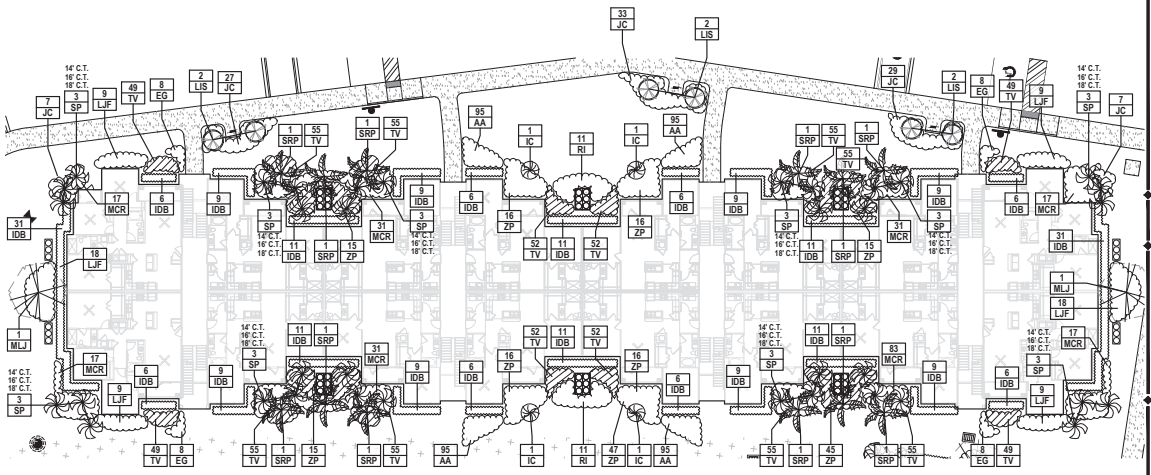
30 UNIT BUILDING LANDSCAPE PLAN "A" (BUILDINGS #2, 5 AND 7)

SCALE: 1" = 20'



30 UNIT BUILDING LANDSCAPE "B" PLAN (BUILDINGS #1 AND 6)

SCALE: 1" = 20'



48 UNIT BUILDING LANDSCAPE PLAN (BUILDING #8)

SCALE: 1" = 20'

NOTE:
WHERE TYPICAL BUILDING TREE LOCATIONS RESULT IN CONFLICTS WITH UNDERGROUND UTILITY LINES, ADJUST TREE TO AT LEAST 5 FEET FROM ANY SUCH LINE (SEE SHEETS 67, 68 AND 69)

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
3/29/23	CITY COMMENTS

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LANDSCAPE PLAN - TYPICAL BUILDING TYPES 1, 2A, 2B AND 3

TYMBER CREEK APARTMENTS

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LICENSED
NO. 6667278
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LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

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DRAWING NUMBER

71

PLANT LIST

CODE	NO.	SCIENTIFIC NAME	COMMON NAME	SIZE REQUIREMENTS	NATIVE TO FLORIDA
CANOPY TREES AND PALMS					YES/NO
JV	46	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	10' HGT., 2.5" CAL. @ 6"	YES
MGB	12	MAGNOLIA GRANDIFLORA	BRACKEN'S BROWN MAGNOLIA	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
MGB1	32	MAGNOLIA GRANDIFLORA	BRACKEN'S BROWN MAGNOLIA	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
MLJ	16	MAGNOLIA GRANDIFLORA	LITTLE GEM	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
PS	3	PHOENIX SYLVESTRIS	SILVER DATE PALM	10' CT., FULL	NO
QV	44	QUERCUS VIRGINIANA	LIVE OAK	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
QV1	37	QUERCUS VIRGINIANA	LIVE OAK	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
SP	157	SABAL PALMETTO	CABBAGE PALM	SEE PLAN, 2-12', 2-14', 2-16'	YES
SRP	18	SYAGRUS ROMANZOFFIANA	QUEEN PALM	SEE PLAN	NO
TD	29	TAXODIUM DISTICHUM	BALD CYPRESS	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
TD1	4	TAXODIUM DISTICHUM	BALD CYPRESS	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
xBN	9	x BUTIAGRUS NABONNANDII	MULE PALM	SEE PLAN	NO
SUBTOTAL	407				377 Y / 30 N
UNDERSTORY TREES					
IC	8	ILEX CASSINE	DAHOON HOLLY	10' HGT., 2.5" CAL. @ 6"	YES
IC1	10	ILEX CASSINE	DAHOON HOLLY	12' - 14' HGT., 3.5" CAL. @ 6"	YES
IE	16	ILEX ATTENUATA	EAGLESTON HOLLY	10' HGT., FULL, 2.5" CAL. @ 6"	YES
IO	5	ILEX x NELLIE R. STEVENS	NELLIE R. STEVENS HOLLY	10' HGT., FULL, 2.5" CAL. @ 6"	YES
LIS	50	LAGERSTROEMIA INDICA (MUSKOGEE)	PURPLE CRAPE MYRTLE TREE STD.	10' HGT., 6"-7' CT, 2.5" CAL. @ 6"	NO
RIM	12	RHAPHIOLEPIS MAJESTIC BEAUTY	MAJESTIC BEAUTY STD.	5' - 6' HGT., FULL	NO
SUBTOTAL	101				39 Y / 62 N
SHRUBS / POINT PLANTS					
CA	4	CRINUM AUGUSTUM	QUEEN EMMA	15 GAL., 4' HGT., SPECIMEN	NO
CHH	4	CHAMAEDOREA HUMILIS	EUROPEAN FAN PALM	7 GAL., 24"- 30" HGT., 5 - 7 STOCKS	NO
CV	106	CODIAEUM 'GOLD DUST'	YELLOW/GREEN CROTONS	3 GAL., 16"- 18" HGT., FULL, 36" O.C.	NO
CV1	41	CODIAEUM 'MAMMEY'	YELLOW/GREEN CROTONS	7 GAL., 20"- 24" HGT., FULL, 36" O.C.	NO
HIB	110	HIBISCUS SSP.	RED HIBISCUS	3 GAL., 18" HGT., FULL, 36" O.C.	NO
IDB	248	ILEX CORNUTA 'BURFORDII NANA'	DWARF BURFORD HOLLY	3 GAL., 24" HGT., 36" O.C.	YES
IVS	661	ILEX VOMITORIA NANA	DWARF YOUPON	3 GAL., 16" HGT., FULL, 36" O.C.	YES
IX	327	IXORA SSP.	RED IXORA	3 GAL., 16" HGT., FULL, 36" O.C.	NO
JP	150	JUNIPERUS CHINENSIS	PARSONI JUNIPER	1 GAL., 12"- 14" SPR, FULL, 36" O.C.	NO
LIG	52	LIGUSTRUM JAPONICUM	GREEN LIGUSTRUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
LJF	327	LIGUSTRUM SSP.	JACK FROST LIGUSTRUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
LMM	385	LIRIOPE VAR	VAR. LIRIOPE	1 GAL., 12" HGT., 7-9 BIBS, 18" O.C.	NO
MC	360	MYRICA CERIFERA	WAX MYRTLE	7 GAL., 24" HGT., FULL, 36" O.C.	YES
MCR	1216	MUHLENBERFIA CAPILLARIS	PINK MUHLY GRASS	3 GAL., 20" HGT., FULL, 36" O.C.	YES
POM	240	PODOCARPUS MACROPHYLLUS	PODOCARPUS	3 GAL., 30" HGT., FULL, 24" O.C.	NO
RI	351	PHAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 18" HGT., FULL 36" O.C.	NO
SA	636	SCHEFFLERA ARBORICOLA	GOLD CAPELLA	3 GAL., 18" HGT., FULL, 36" O.C.	NO
SR	9	STRELITZIA REGINAE	ORANGE BIRD OF PARADISE	10 GAL., 48" HGT., FULL	NO
VO1	125	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	7 GAL., 24"- 30" HGT., FULL, 36" O.C.	NO
VS	786	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
VW	591	VIBURNUM OBOVATUM 'SELECT'	WALTER'S VIBURNUM	3 GAL., 24" HGT., FULL, 36" O.C.	YES
ZP	483	ZAMIA PUMILA	COONTIE	3 GAL., 14" HGT., FULL, 36" O.C.	YES
SUBTOTAL	7212				3559 Y / 3653 N
GROUND COVER (G.C.)					
AA	1019	AGAPANTHUS AFRICANUS	AFRICAN LILLY	1 GAL., 12" HGT., FULL, 12" O.C	NO
AG	963	ARACHIS GLABRATA	PERENNIAL PEANUT	4" POTS, 2"- 3" HGT., 12" O.C.	YES
BF	261	BULBINE FRUTESCENS	DESERT CANDLES	1 GAL., 10"-12" HGT., 7-9 BIBS, 24" O.C.	NO
DI	128	DIETES IRIDIOIDES	WHITE AFRICAN IRIS	1 GAL., 20" HGT., 24" O.C.	NO
DT	414	DIANELLA TASMANICA (VARIEGATA CULTIVAR)	BLUEBERRY FLAX LILLY 'VARIEGATED'	1 GAL., 12" HGT., FULL, 24" O.C.	NO
EG	595	EVOLVULUS GLOMERATUS	BLUE DAZE	1 GAL., 12" SPR., FULL, 24" O.C.	NO
JC	808	JUNIPERUS CONFERTA	SHORE JUNIPER	1 GAL., FULL, 30" O.C.	NO
LEG	2938	LIRIOPE MUSCARI	GIANT EVERGREEN LIRIOPE	1 GAL., 12" HGT., 7-9 BIBS, 18" O.C.	NO
SB	341	SPARTINA BAKERI	SAND CORDGRASS	3 GAL., 24" HGT., 36" O.C.	YES
TV	1062	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12" HGT., 12" O.C.	NO
SUBTOTAL	8529				1304 Y / 7225 N
TOTAL	16249				

NOTE:

1. A LAYER OF ORGANIC MULCH TO A MINIMUM DEPTH OF 3" SHALL BE INSTALLED AROUND ALL EXISTING AND PROPOSED TREES AND PLANT BEDS. CYPRESS MULCH SHALL NOT BE USED.
2. ALL TREES (NEW AND EXISTING) ARE TO HAVE A 5' DIAMETER MINIMUM MULCHED CIRCLE AROUND THE BASE UNLESS IT IS IN A PLANTING BED. MULCH SHALL BE NATURAL WOOD. NO CYPRESS MULCH ALLOWED. (PULL MULCH 6" BACK FROM TRUNK)
3. DO NOT CHANGE PLANT MATERIAL WITHOUT WRITTEN PERMISSION FROM THE CITY OF ORMOND BEACH.

TREE CALCULATIONS:

SITE TREE REQUIRMENTS	
SITE AREA	854,635
1 TREE PER 1500 SF =	570
LANDSCAPE AREA	490,846
527,199 SF - 36,353 SF =	1227
1 TREE PER 400 SF =	
TREES REQUIRED	1852
MITIGATION FOR PROTECTED TREES	625
MITIGATION FOR SPECIMEN TREES CREDIT	-175

EXISTING TREES	
PALM TREE (3:1) 173	58
ASH TREE	1
BAY TREE	7
CEDAR TREE	1
CHINABERRY TREE	11
CYPRESS TREE	38
ELM TREE	1
MAGNOLIA TREE	31
MAPLE TREE	19
OAK TREE	157
PINE TREE	106
SWEETGUM TREE	89
TOTAL	519

EXISTING SPECIMEN TREES	
TREES	216
(SEE SHEET S1.1)	

TOTAL EXISTING TREES	735

PROPOSED TREES	
SABAL PALMS (3:1) 157	52
MAGNOLIA (2.5")	12
MAGNOLIA (3.5") 32x2	64
LITTLE GEM (2.5")	16
SILVER DATE PALM (1:1)	3
LIVE OAK (2.5")	44
LIVE OAK (3.5") 37x2	74
BALD CYPRESS (2.5")	29
BALD CYPRESS (3.5") 4x2	8
MULE PALM (3:1) 9	3
DAHOON HOLLY (2.5")	8
DAHOON HOLLY (3.5") 10x2	20
EAGLESTON HOLLY (2.5")	16
QUEEN PALM (3:1) 18	6
NELLIE HOLLY (2.5")	5
CRAPE MYRTLE (2.5")	50
EASTERN RED CEDAR (2.5")	46
TOTAL	456

MINIMUM VUA REQUIREMENTS
REQUIRED: 10%
161,047 SF x 0.1 = 16,105 SF

VUA ISLANDS

NUMBER	AREA (SF)	NUMBER	AREA (SF)	NUMBER	AREA (SF)
1	165	23	1031	45	165
2	488	24	175	46	165
3	165	25	165	47	165
4	165	26	165	48	165
5	188	27	165	49	238
6	204	28	165	50	1705
7	165	29	165	51	332
8	165	30	165	52	165
9	262	31	407	53	165
10	233	32	250	54	781
11	182	33	238	55	165
12	165	34	338	56	165
13	165	35	165	57	165
14	397	36	165	58	165
15	301	37	165	59	165
16	165	38	165	60	165
17	165	39	165	TOTAL	15337
18	165	40	165		
19	165	41	165		
20	165	42	695		
21	165	43	165		
22	292	44	165		

SEE SHEET 67 FOR VUA LOCATIONS

AMOUNT OF EXISTING 2" to 5" TREES WITHIN TREE PRESERVATION AREA (TPA)	
PLOT AREA (100' x 100')	10,000 SF
AVERAGE TREE PLOT AREA QUANTITY	25 TREES
TREE PRESERVATION AREA	219,551 SF
TOTAL AMOUNT OF EXISTING 2" TO 5" TREES	549 TREES

TOTAL AMOUNT OF TREES PROVIDED	
SITE TREE REQUIREMENTS	1,227
TREE MITIGATION FOR PROTECTED TREES	625
TREE MITIGATION FOR SPECIMEN TREES	-175
TOTAL TREES REQUIRED	1,852
EXISTING TREES (6" CALIPER & LARGER)	735
EXISTING TREES (2" to 5" CALIPER) WITHIN TPA	549
PROPOSED TREES	456
TOTAL TREES PROVIDED	**1,740**

MITIGATION FOR SPECIMEN TREES WAS A CREDIT OF 175 TREES USED FOR PROTECTED TREES.

LANDSCAPE NOTES:

1. ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR FLORIDA #1 OR BETTER AS DESCRIBED IN THE CURRENT "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, OR THEIR EQUAL AS DETERMINED BY THE LANDSCAPE ARCHITECT.
2. ALL MULCH SHALL BE ALL NATURAL WOOD (NO CYPRESS).
3. SOD SPECIFIED AS ST. AUGUSTINE "FLORITAM" SHALL BE 95% WEED-FREE. SOD SPECIFIED AS BAHIA SHALL BE 85% WEED-FREE. ALL SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED AND FERTILIZED.
4. SEED, IF ANY, TO MEET SOUTHERN SEED CERTIFICATION ASSOCIATION.
5. ALL DIMENSIONS SHALL BE FIELD-CHECKED BY THE LANDSCAPE CONTRACTOR PRIOR TO CONSTRUCTION, WITH ANY DISCREPANCIES REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
6. THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR; SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN WILL PREVAIL.
7. ALL MATERIALS MUST BE AS SPECIFIED ON THE LANDSCAPE PLAN. IF MATERIALS OR LABOR DO NOT ADHERE TO THE SPECIFICATIONS, THEY WILL BE REJECTED AT NO ADDITIONAL COST TO THE OWNER.
8. NO SUBSTITUTIONS OR CHANGES OF ANY KIND WILL BE ALLOWED AT THE TIME OF BIDDING SO AS TO PROVIDE FOR FAIR COMPARISON.
9. EXISTING IRRIGATION SYSTEM SHALL BE REVAMPED TO PROVIDE 100% COVERAGE.
10. THE CONTRACTOR SHALL VERIFY EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND CONDITIONS PRIOR TO HIS COMMENCEMENT OF THE ANY WORK.
11. ALL BUILDING MATERIALS AND LABOR SHALL CONFORM TO THE SOUTHERN BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
12. ALL PERMIT AND VARIANCE APPLICATIONS SHALL BE MADE BY THE CONTRACTOR.
13. PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE pH AND SOIL FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND pH FOR CORRESPONDING PLANT MATERIAL. ALL TEST RESULTS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT.
14. EQUIPMENT SHALL BE OPERATED IN A MANNER AS NOT TO INJURE OR DESTROY ANY TREES SHOWN TO REMAIN. CONTRACTOR SHALL NOT CAUSE OR ALLOW THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES TO BE RETAINED OR THOSE PROPOSED. NOR SHALL THE CONTRACTOR ALLOW THE DISPOSAL OF WASTE MATERIAL, SUCH AS PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF A TREE WITHIN THE DRIP LINE OF ANY TREE OR GROUP OF TREES. NO ATTACHMENT, WIRES (OTHER THAN PROTECTIVE GUY WIRES), SIGNS, OR PERMITS MAY BE FASTENED TO A TREE.
15. ANY EXISTING TREES CREDITED TOWARDS REQUIRED BUFFERS OR LANDSCAPE REQUIREMENTS REMOVED FOR ANY REASON SHALL BE REPLACED WITH TREES MEETING CITY APPROVAL WITH REGARDS TO SPECIES AND SIZE.
16. ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT (386) 872-7794.
17. ALL SHADE TREES AND SINGLE TRUNK UNDERSTORY TREES SHALL BE STAKED USING ARBORGUY STAKING SYSTEM FOR SINGLE STEM TREE AND ALL MULTI-TRUNK UNDERSTORY TREES SHALL BE STAKED WITH ARBORGUY MULTI-TRUNK SYSTEM.
18. ANY CHANGE IN STAKING SYSTEM MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT BEFORE BEING INSTALLED.
19. ALL UNIMPROVED AREA NOT OTHERWISE PLANTED OR MULCHED SHALL BE SODDED WITH BAHIA UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLAN.
20. PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED AS FLORIDA #1 OR BETTER ON EITHER LABELS OR INVOICES.
21. ALL PLANT MATERIAL SHALL BE GUARANTEED ONE YEAR AFTER ACCEPTANCE BY OWNER.
22. ALL TREES IN SOD TO BE IN A (4) FOOT MINIMUM-MULCHED RING AROUND.
23. TREES SHALL BE PLANTED SO THAT THE TRUNK FLARE IS EXPOSED AND TOPMOST ROOT IN THE ROOTBALL ORIGINATING FROM THE TRUNK IS AT SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL ON THE ROOTBALL.
24. ALL PLANT SPECIFICATIONS MUST BE MET OR EXCEEDED.
25. PLANT TREE SO THAT ROOTBALL IS 1"-2" ABOVE FINISH GRADE.
26. REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASS, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED AND A MINIMUM OF 3" OF CLEAN SAND WITH A pH 5.5-6.5 SHALL BE INSTALLED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.
27. FOR ALL NEW DEVELOPMENT, OR REDEVELOPMENT OF EXISTING PROPERTY, THE APPLICANT SHALL BE REQUIRED TO REMOVE ALL INVASIVE NONNATIVE PLANT SPECIES FROM THE PROPERTY PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
28. ALL EXISTING TREES AND PALMS WILL BE PROPERLY PRUNED AND CLEANED OF DEADWOOD, BROKEN BRANCHES, DEAD FROND AND VINES AS NEEDED.
29. PER SECTION 11.01.02.B.4 OF THE LAND DEVELOPMENT CODE, ANY EXPANSION PROJECT SHALL INCLUDE REPLACING PREVIOUSLY PLANTED REQUIRED LANDSCAPING AND REPAIR OF EXISTING IRRIGATION THAT HAS BEEN DAMAGED OR DIED. AS-BUILTS ARE AVAILABLE FROM THE CITY.

REVISIONS

DATE	DESCRIPTION
5/2/22	CITY COMMENTS
6/30/22	CITY COMMENTS
7/28/22	CITY COMMENTS
10/25/22	OWNER
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LANDSCAPE DETAILS AND NOTES
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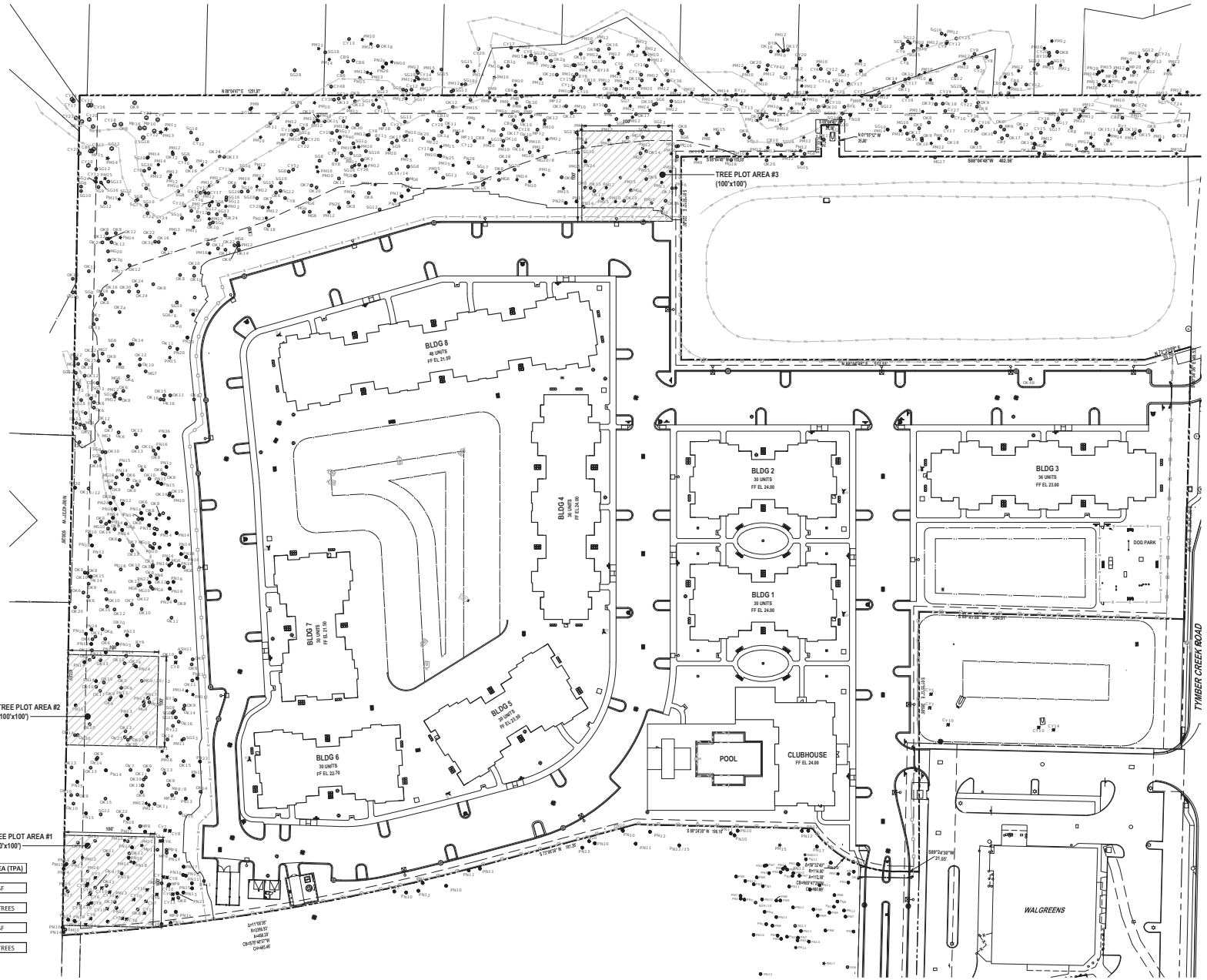
LAUREN ADAMS LICENSED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

72



OVERALL TREE LEGEND :

EXISTING

ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

TREE PLOT AREA #1		
CAL @ DBH	VARIETY	QTY
3"	BAY	1
5"	BAY	3
2.5"	CYPRESS	4
3"	CYPRESS	8
3.5"	CYPRESS	1
4"	CYPRESS	1
4.5"	CYPRESS	3
5"	CYPRESS	3
5.5"	CYPRESS	2
5.75"	CYPRESS	2
2.5"	OAK	1
2.5"	PINE	1
5"	PINE	3
5.5"	PINE	1
	TOTAL	34

TREE PLOT AREA #2		
CAL @ DBH	VARIETY	QTY
3"	BAY	1
4.5"	BAY	2
2.5"	MAGNOLIA	2
3.5"	MAGNOLIA	1
4"	MAGNOLIA	1
4.5"	MAPLE	2
4.5"	OAK	1
5"	OAK	2
5.5"	OAK	2
	TOTAL	14

TREE PLOT AREA #3		
CAL @ DBH	VARIETY	QTY
3"	MAGNOLIA	1
3.75"	MAGNOLIA	1
4"	MAGNOLIA	4
4.5"	MAGNOLIA	1
5"	MAGNOLIA	3
5.5"	MAGNOLIA	2
2.5"	OAK	2
3.5"	OAK	1
4"	OAK	1
4.25"	OAK	1
5"	OAK	3
5.5"	OAK	2
3.5"	SWEETGUM	1
4"	SWEETGUM	1
4.5"	SWEETGUM	1
5.5"	SWEETGUM	2
	TOTAL	27

AMOUNT OF EXISTING 2" to 5" TREES WITHIN TREE PRESERVATION AREA (TPA)	
PLOT AREA (100' x 100')	10,000 SF
AVERAGE TREE PLOT AREA QUANTITY	25 TREES
TREE PRESERVATION AREA	219,551 SF
TOTAL AMOUNT OF EXISTING 2" TO 5" TREES	549 TREES

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
10/25/22	OWNER
3/29/23	CITY COMMENTS

1230 North 1451, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
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LC # 26001084
Civil Engineering,
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NEWKIRK ENGINEERING INC.

TREE CREDIT CALCULATION PLAN
TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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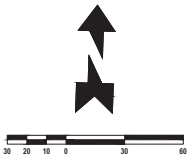
LAUREN ADAMS LICENSED LANDSCAPE ARCHITECT NO. 6667278 STATE OF FLORIDA

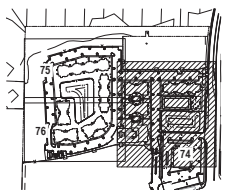
LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 50'

DRAWING NUMBER

73





KEY MAP
NOT TO SCALE

OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	By
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	Cy
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

LEGEND:

EXISTING TREE (No. INDICATES SIZE)

TREE TO BE REMOVED

CITY OF ORMOND BEACH TREE MITIGATION:

PROTECTED TREE MITIGATION	
1 NUMBER OF PROTECTED TREES TO BE REMOVED DUE TO IMPERVIOUS CONSTRUCTION	585 trees
2 REMAINDER OF PROTECTED TREES TO BE REMOVED DUE TO OTHER CONSTRUCTION	332 trees
3 CALCULATE PRESERVED TREE DENSITY. DIVIDE PRESERVED PROTECTED TREES BY TOTAL AREA 622 TREES / 19.62 ACRES =	31.7 trees/ac.
TREE DENSITY LESS THAN 50 TREES/ACRE, PROCEED TO STEP #4 OR TREE TREE DENSITY MORE THAN 50 TREES/ACRE, PROCEED TO STEP #5	
4 ENTER NUMBER OF TREES FROM LINE #1 585 / 2	293 trees
ENTER NUMBER OF TREES PROVIDED IN NUMBER 2	332 trees
PROTECTED TREE MITIGATION TOTAL	625 trees

PROPOSED TREE CREDITS ABOVE MINIMUM	
TOTAL MITIGATION REQUIRED	trees

SPECIMEN TREE REQUIREMENTS	
TOTAL SPECIMEN TREES	398
SITE AREA (AC)	19.62
SPECIMEN TREES PER ACRE	20.29
PRESERVED TREES REQUIRED (4 PER ACRE)	78
SPECIMEN TREES PRESERVED	216

MITIGATION TOTAL	288
CREDIT TOTAL	463
4.5" TREES REQ.	-175

SUMMARY	
PROTECTED TREE MITIGATION	
TOTAL 2.5" TREES REQUIRED	625
(216) SPECIMEN TREES (3 TREE CREDITS)	648
625 REQUIRED MITIGATION - 648 CREDITS	23

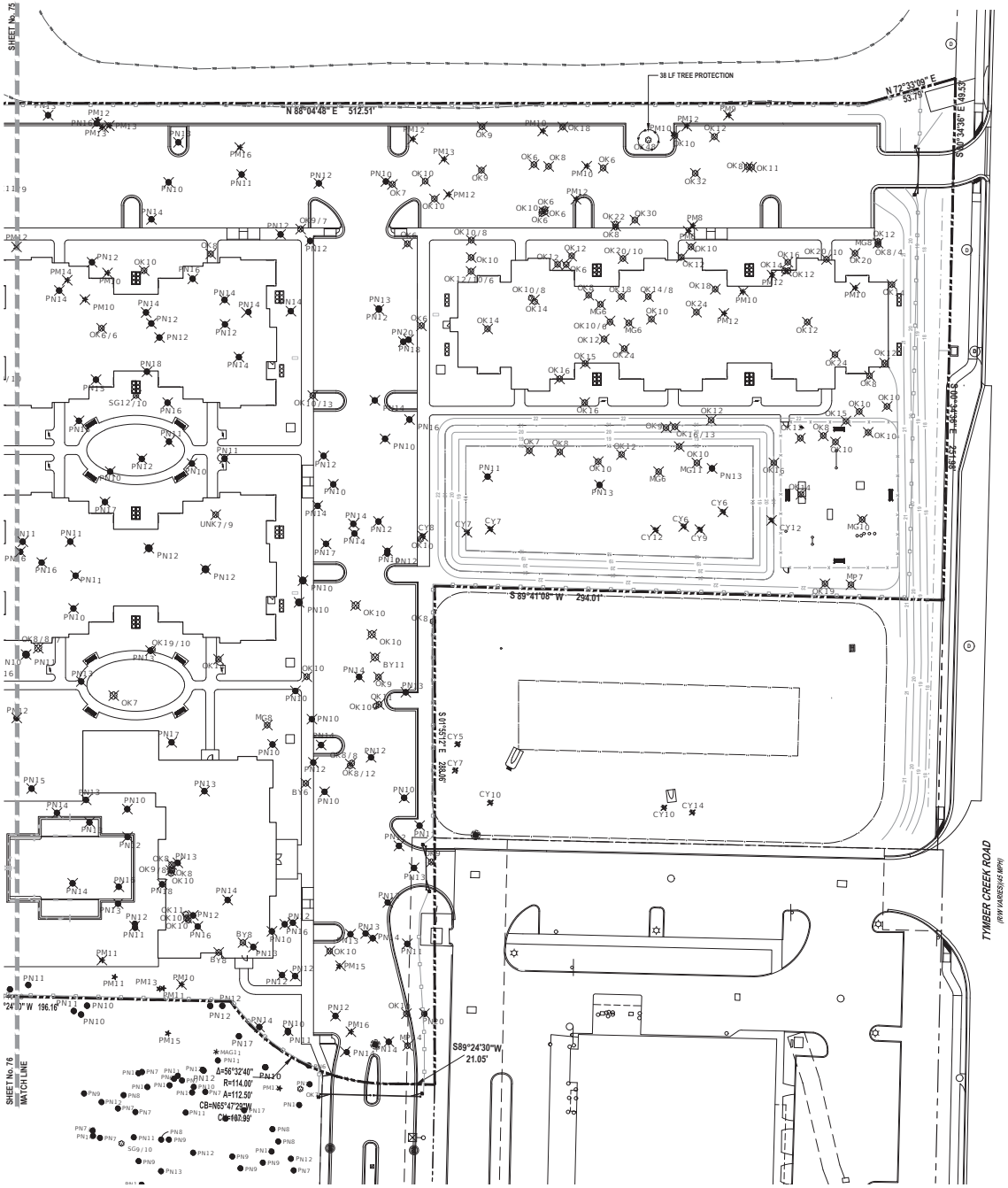
MITIGATION FOR SPECIMEN TREES WAS A CREDIT OF 23 TREES USED FOR PROTECTED TREES.

SPECIMEN TREES TO BE SAVED

CAL @ DBH	VARIETY	QTY	# OF 4.5" CAL TREES TO MITIGATE	TOTAL	TREE FUND EQUAL	TREE FUND TOTAL
12	CYPRESS	7	1	7	$307.00	$2,149.00
12	OAK	30	1	30	$307.00	$9,210.00
12	MAGNOLIA	2	1	2	$307.00	$614.00
12	BAY	2	1	2	$307.00	$614.00
13	BAY	1	1	1	$360.00	$360.00
13	OAK	20	1	20	$360.00	$7,200.00
13	CYPRESS	4	1	4	$360.00	$1,440.00
14	OAK	21	1	21	$418.00	$8,778.00
15	OAK	11	2	22	$480.00	$5,280.00
15	CYPRESS	1	2	2	$480.00	$480.00
15	MAGNOLIA	1	2	2	$480.00	$480.00
16	OAK	10	2	20	$546.00	$5,460.00
16	MAGNOLIA	3	2	6	$546.00	$1,638.00
16	CYPRESS	5	2	10	$546.00	$2,730.00
17	CYPRESS	7	2	14	$616.00	$4,312.00
17	OAK	7	2	14	$616.00	$4,312.00
18	MAPLE	1	2	2	$690.00	$690.00
18	OAK	8	2	16	$690.00	$5,520.00
18	SWEETGUM	7	2	14	$690.00	$4,830.00
18	MAGNOLIA	1	2	2	$690.00	$690.00
18	CYPRESS	5	2	10	$690.00	$3,450.00
19	CYPRESS	4	2	8	$769.00	$3,076.00
20	OAK	5	2	10	$853.00	$4,265.00
20	SWEETGUM	2	2	4	$853.00	$1,706.00
20	MAGNOLIA	2	2	4	$853.00	$1,706.00
20	CYPRESS	3	2	6	$853.00	$2,559.00
22	OAK	4	3	12	$1,032.00	$4,128.00
22	MAPLE	2	3	6	$1,032.00	$2,064.00
22	CYPRESS	2	3	6	$1,032.00	$2,064.00
23	CYPRESS	1	3	3	$1,120.00	$1,120.00
24	OAK	7	3	21	$1,220.00	$8,540.00
24	SWEETGUM	1	3	3	$1,220.00	$1,220.00
24	CYPRESS	4	3	12	$1,220.00	$4,880.00
25	CYPRESS	1	4	4	$1,332.00	$1,332.00
25	OAK	2	4	8	$1,332.00	$2,664.00
26	SWEETGUM	1	4	4	$1,441.00	$1,441.00
26	CYPRESS	2	4	8	$1,441.00	$2,882.00
27	CYPRESS	2	4	8	$1,554.00	$3,108.00
28	CYPRESS	1	4	4	$1,671.00	$1,671.00
28	SWEETGUM	1	4	4	$1,671.00	$1,671.00
30	SWEETGUM	1	5	5	$1,919.00	$1,919.00
30	OAK	5	5	25	$1,919.00	$9,595.00
32	SWEETGUM	1	6	6	$2,183.00	$2,183.00
33	CYPRESS	1	6	6	$2,308.00	$2,308.00
36	OAK	1	7	7	$2,763.00	$2,763.00
36	CYPRESS	2	7	14	$2,763.00	$5,526.00
37	OAK	1	7	7	$2,902.00	$2,902.00
48	OAK	1	12	12	$4,911.00	$4,911.00
48	CYPRESS	1	12	12	$4,911.00	$4,911.00
52	CYPRESS	1	13	13	$5,731.00	$5,731.00
TOTAL		216	SPECIMEN TREE CREDIT TOTAL	463		$165,083.00

SPECIMEN TREES TO BE REMOVED

CAL @ DBH	VARIETY	QTY	# OF 4.5" CAL TREES TO MITIGATE	TOTAL	TREE FUND EQUAL	TREE FUND TOTAL
12	OAK	39	1	39	$307.00	$11,973.00
12	BAY	2	1	2	$307.00	$614.00
12	CYPRESS	2	1	2	$307.00	$614.00
13	CYPRESS	1	1	1	$360.00	$360.00
13	OAK	14	1	14	$360.00	$5,040.00
14	BAY	1	1	1	$418.00	$418.00
14	OAK	35	1	35	$418.00	$14,630.00
14	MAGNOLIA	1	1	1	$418.00	$418.00
14	BAY	1	1	1	$418.00	$418.00
15	OAK	10	2	20	$480.00	$4,800.00
16	OAK	19	2	38	$546.00	$10,374.00
17	OAK	3	2	6	$616.00	$1,848.00
18	OAK	11	2	22	$690.00	$7,590.00
19	OAK	4	2	8	$769.00	$3,076.00
20	OAK	12	2	24	$853.00	$10,236.00
21	OAK	3	3	9	$940.00	$2,820.00
22	OAK	1	3	3	$1,032.00	$1,032.00
23	OAK	1	3	3	$1,120.00	$1,120.00
24	OAK	11	3	33	$1,220.00	$13,420.00
25	OAK	1	4	4	$1,332.00	$1,332.00
30	OAK	2	5	10	$1,919.00	$3,838.00
32	OAK	2	6	12	$2,183.00	$4,366.00
TOTAL		176	SPECIMEN TREE MITIGATION TOTAL	288		$100,337.00



REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
6/30/22	CITY COMMENTS
3/29/23	CITY COMMENTS

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Ormond Beach, FL 32174
Phone (386) 672-7794
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C.A. # 30209
LC # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

TREE REMOVAL PLAN (SHT. 1 OF 3)
TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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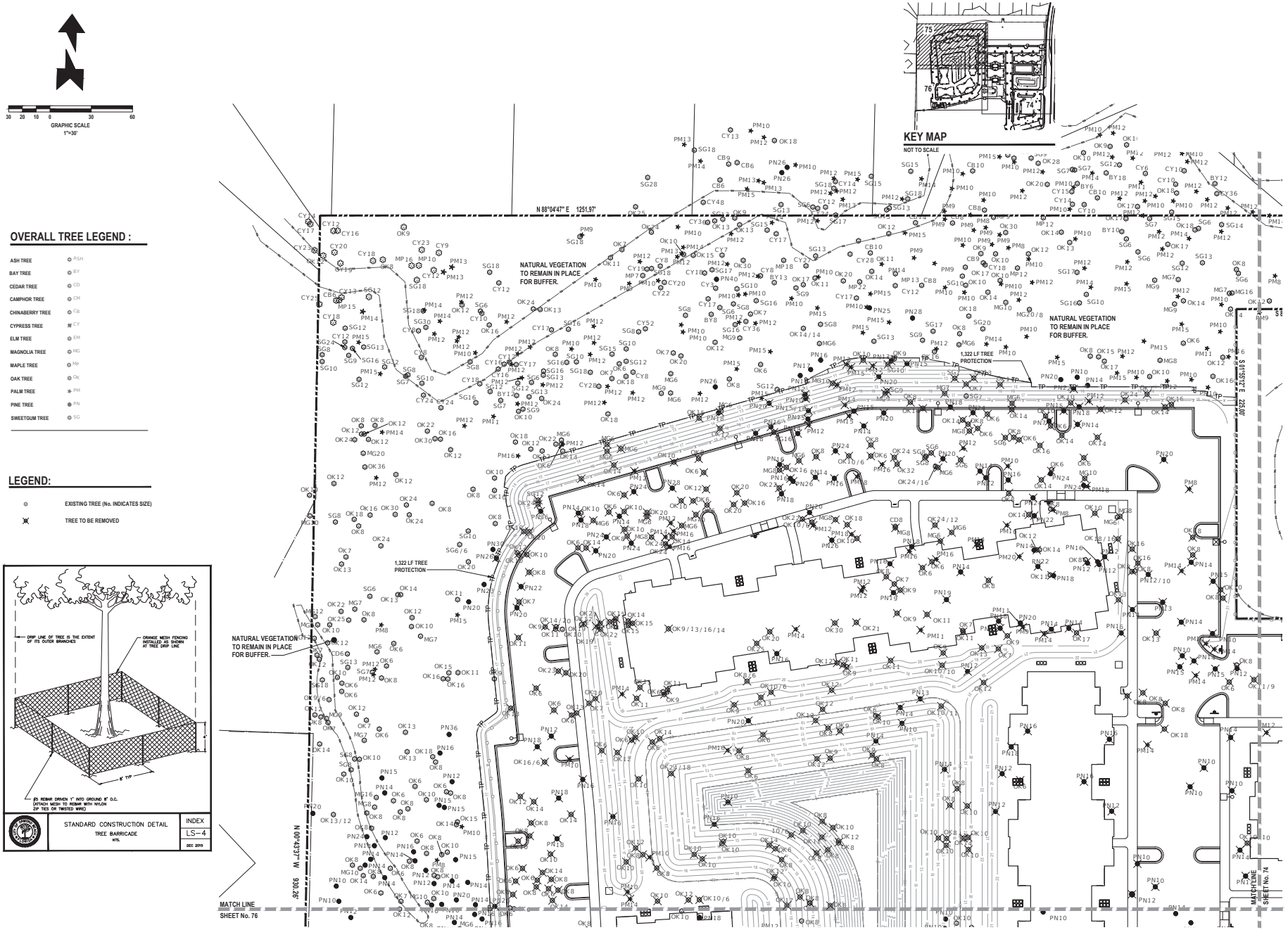
LAUREN A. ADAMS LICENSED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

74



OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	Mp
OAK TREE	Ok
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

LEGEND:

- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED

STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS

INDEX LS-4
DEC 2015

REVISIONS	
DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/25/22	OWNER
3/29/23	CITY COMMENTS

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Ormond Beach, FL 32174
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Civil Engineering, Transportation, CEI & Landscape Architecture

TREE REMOVAL PLAN (SHT. 2 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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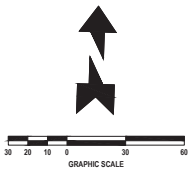
LAUREN A. ADAMS
REGISTERED
NO. 6667278
STATE OF FLORIDA
LANDSCAPE ARCHITECT

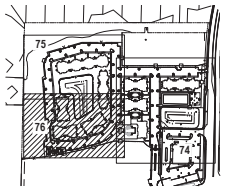
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DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

75





KEY MAP
NOT TO SCALE

LEGEND:

- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED

OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

SHEET No. 75
MATCH LINE

NATURAL VEGETATION TO REMAIN IN PLACE FOR BUFFER.

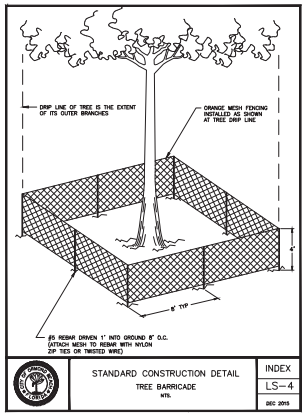
1,322 LF TREE PROTECTION

S 89°24'10" W

S 73°06'36" W 181.26'

Δ=11°08'38"
R=2396.93'
A=466.20'
CB=S78°40'57"W
CH=465.46'

MATCH LINE SHEET No. 74



STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS.

INDEX
LS-4
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TREE REMOVAL PLAN (SHT. 3 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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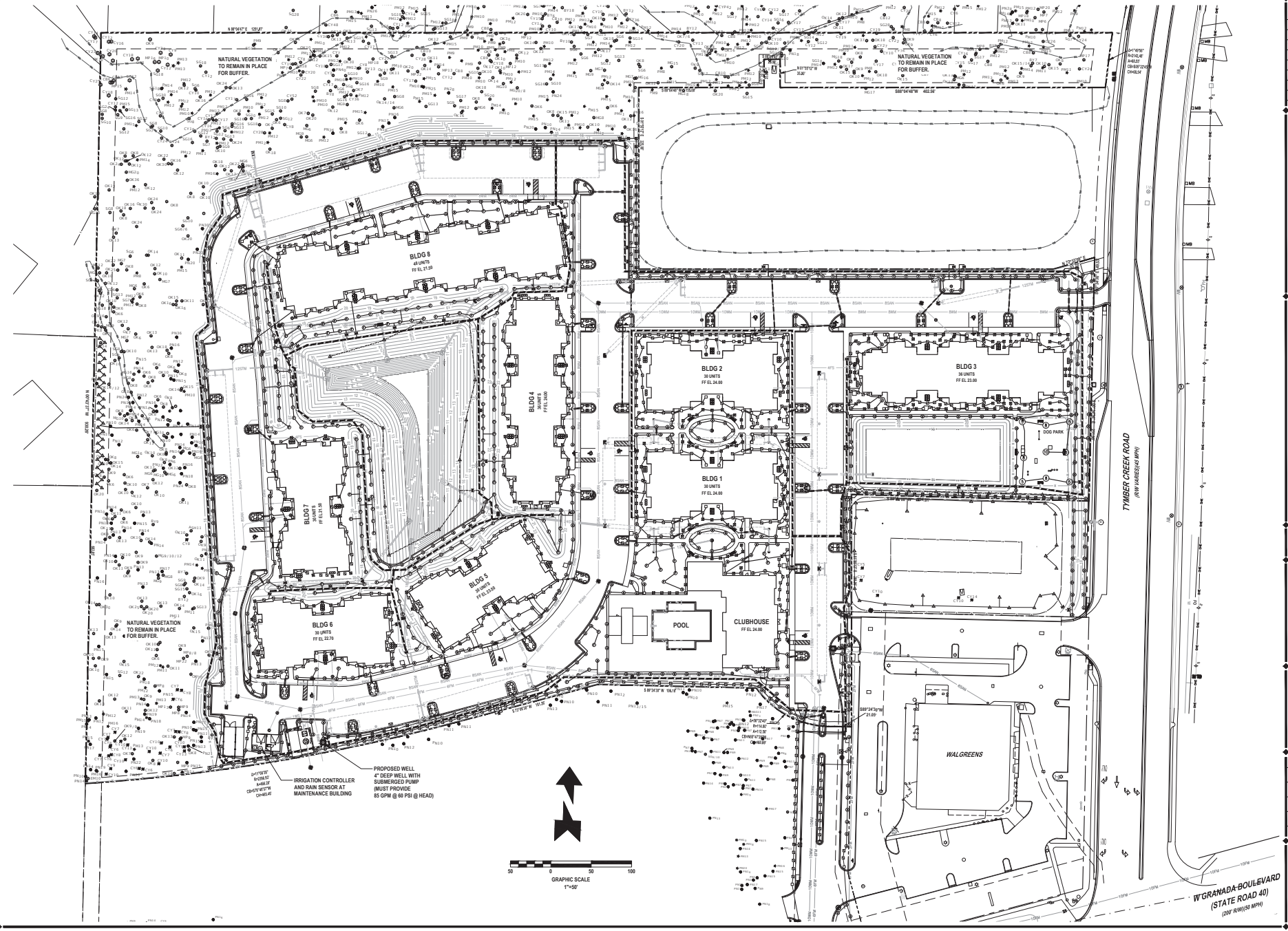
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LAUREN ADAMS, RLA # 6667278

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SCALE:	1" = 30'

DRAWING NUMBER

76



REVISIONS	
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OVERALL IRRIGATION PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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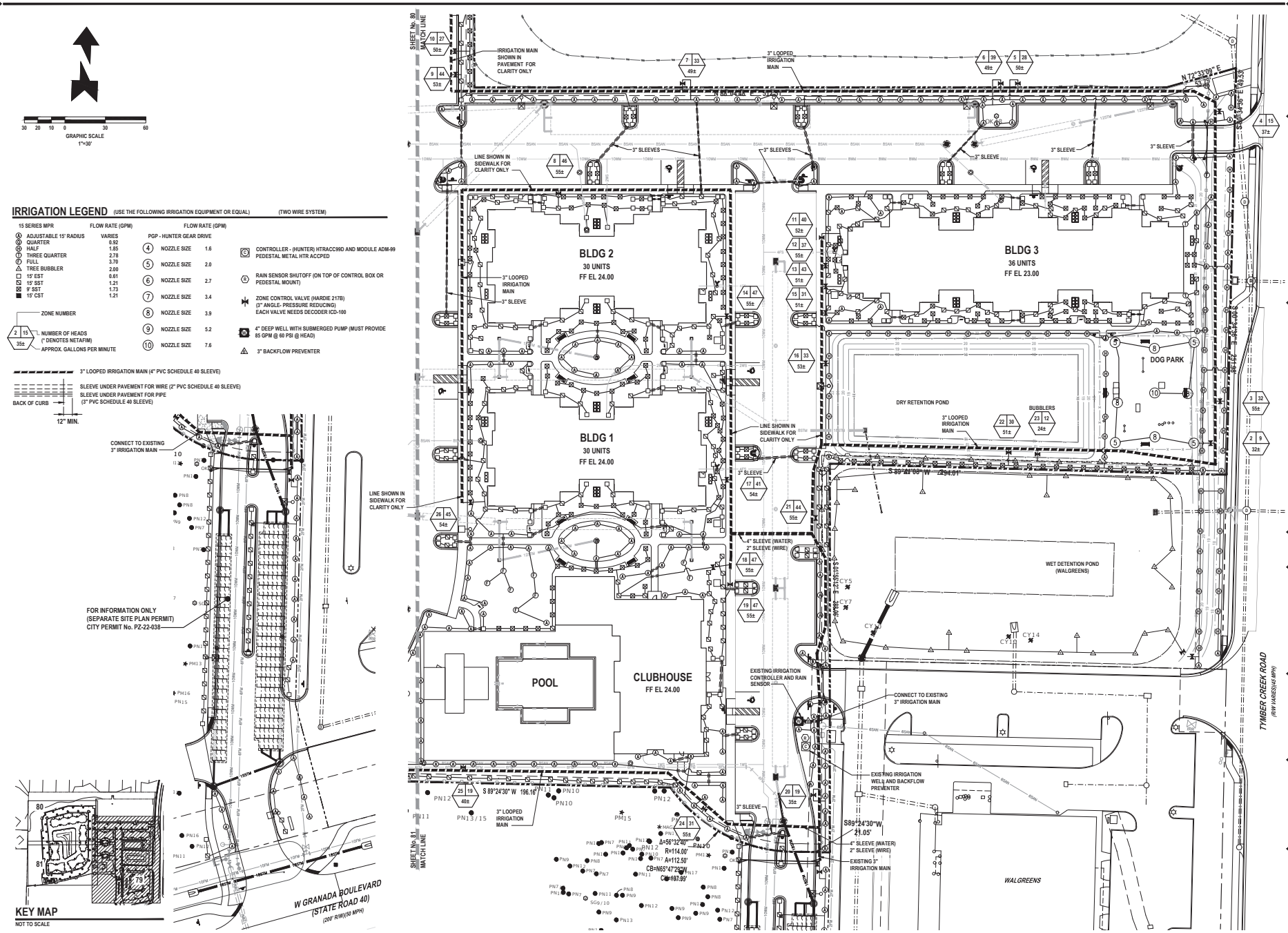
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78



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6/30/22	CITY COMMENTS
10/25/22	OWNER

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IRRIGATION PLAN (SHT. 1 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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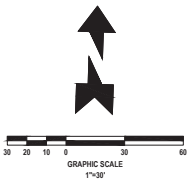
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DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

79



IRRIGATION LEGEND (USE THE FOLLOWING IRRIGATION EQUIPMENT OR EQUAL) (TWO WIRE SYSTEM)

15 SERIES MPR	FLOW RATE (GPM)
(A) ADJUSTABLE 15' RADIUS	VARIES
(Q) QUARTER	0.92
(H) HALF	1.85
(T) THREE QUARTER	2.78
(F) FULL	3.70
TREE BUBBLER	2.00
15' EST	0.61
15' SST	1.21
9' SST	1.73
15' CST	1.21

PGP - HUNTER GEAR DRIVE		FLOW RATE (GPM)
(4)	NOZZLE SIZE	1.6
(5)	NOZZLE SIZE	2.0
(6)	NOZZLE SIZE	2.7
(7)	NOZZLE SIZE	3.4
(8)	NOZZLE SIZE	3.9
(9)	NOZZLE SIZE	5.2
(10)	NOZZLE SIZE	7.6

ZONE NUMBER
2 15 — NUMBER OF HEADS (* DENOTES NETAFIM)
35± — APPROX. GALLONS PER MINUTE

CONTROLLER - (HUNTER) HTRACC99D AND MODULE ADM-99 PEDESTAL METAL HTR ACCPED

RAIN SENSOR SHUTOFF (ON TOP OF CONTROL BOX OR PEDESTAL MOUNT)

ZONE CONTROL VALVE (HARDIE 217B) (3" ANGLE- PRESSURE REDUCING) EACH VALVE NEEDS DECODER ICD-100

4" DEEP WELL WITH SUBMERGED PUMP (MUST PROVIDE 85 GPM @ 60 PSI @ HEAD)

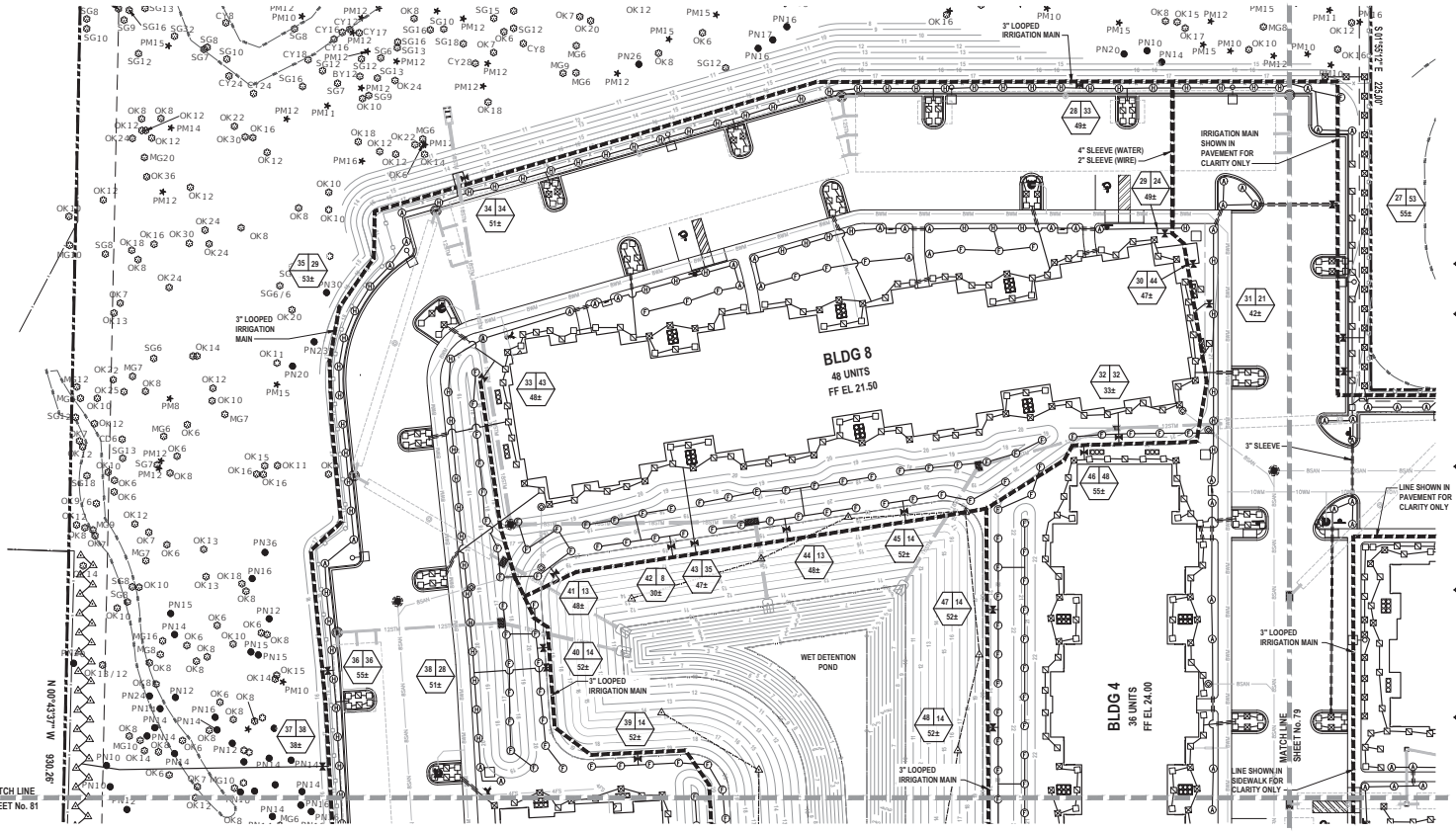
3" BACKFLOW PREVENTER

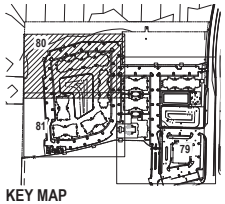
3" LOOPED IRRIGATION MAIN (4" PVC SCHEDULE 40 SLEEVE)

SLEEVE UNDER PAVEMENT FOR WIRE (2" PVC SCHEDULE 40 SLEEVE)

SLEEVE UNDER PAVEMENT FOR PIPE (3" PVC SCHEDULE 40 SLEEVE)

BACK OF CURB — 12" MIN.





KEY MAP
NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
10/25/22	OWNER
3/29/23	CITY COMMENTS

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LIC. # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

IRRIGATION PLAN (SHT. 2 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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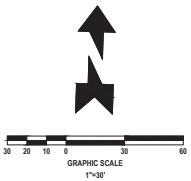
LAUREN ADAMS LICENSED LANDSCAPE ARCHITECT NO. 6667278 STATE OF FLORIDA

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

80



IRRIGATION LEGEND (USE THE FOLLOWING IRRIGATION EQUIPMENT OR EQUAL) (TWO WIRE SYSTEM)

15 SERIES MPR	FLOW RATE (GPM)
A ADJUSTABLE 15' RADIUS	VARIES
Q QUARTER	0.92
H HALF	1.85
T THREE QUARTER	2.78
F FULL	3.70
TREE BUBBLER	2.00
15' EST	0.61
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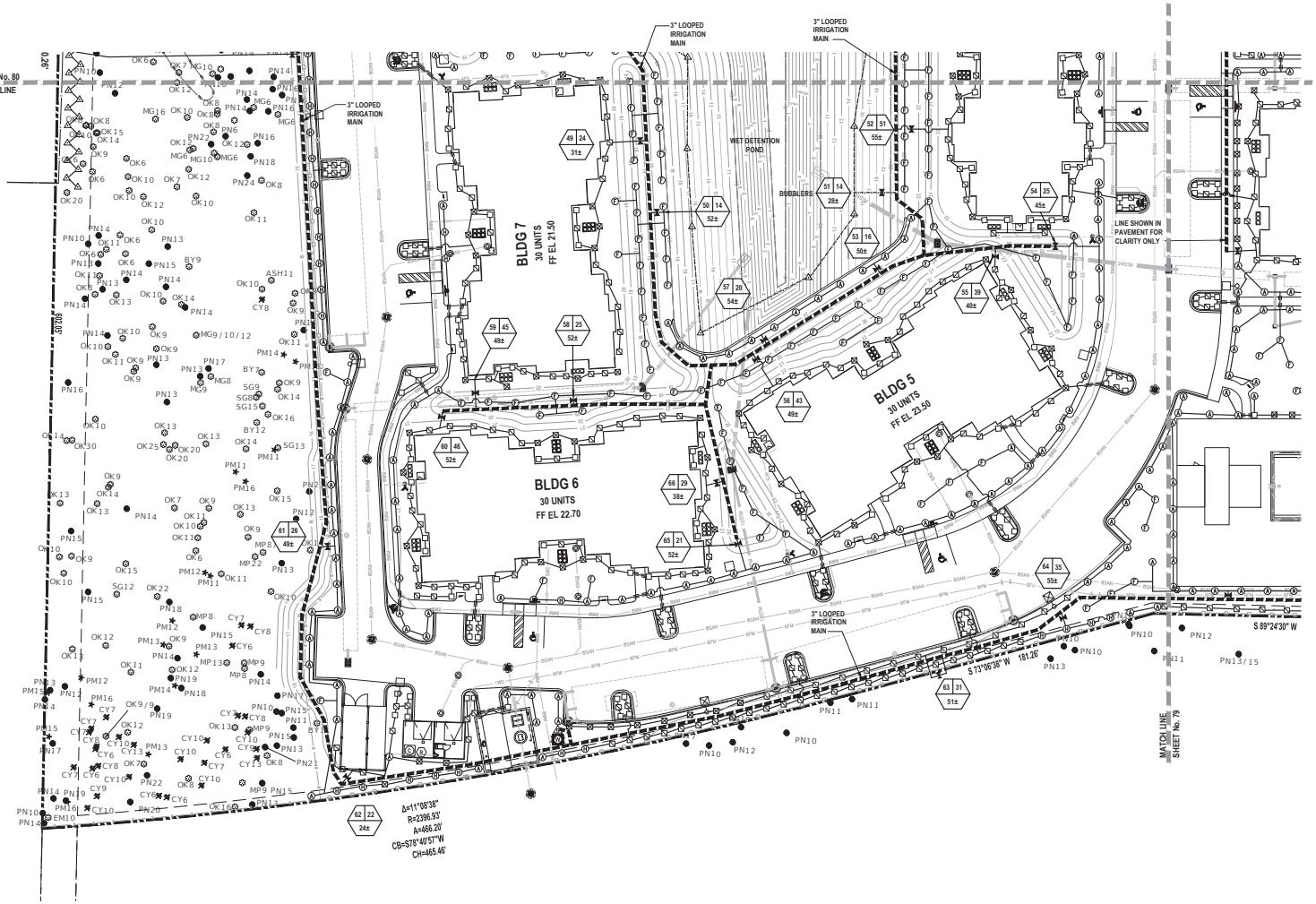
PGP - HUNTER GEAR DRIVE	FLOW RATE (GPM)
4 NOZZLE SIZE	1.6
5 NOZZLE SIZE	2.0
6 NOZZLE SIZE	2.7
7 NOZZLE SIZE	3.4
8 NOZZLE SIZE	3.9
9 NOZZLE SIZE	5.2
10 NOZZLE SIZE	7.6

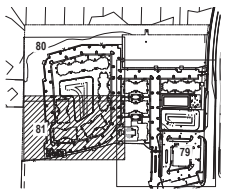
ZONE NUMBER
2 15 — NUMBER OF HEADS (* DENOTES NETAFIM)
35± — APPROX. GALLONS PER MINUTE

- C CONTROLLER - (HUNTER) HTRACC90D AND MODULE ADM-99 PEDESTAL METAL HTR ACCPED
- R RAIN SENSOR SHUTOFF (ON TOP OF CONTROL BOX OR PEDESTAL MOUNT)
- ZONE CONTROL VALVE (HARDIE 217B) (3" ANGLE- PRESSURE REDUCING) EACH VALVE NEEDS DECODER ICD-100
- 4" DEEP WELL WITH SUBMERGED PUMP (MUST PROVIDE 85 GPM @ 60 PSI @ HEAD)
- 3" BACKFLOW PREVENTER

3" LOOPED IRRIGATION MAIN (4" PVC SCHEDULE 40 SLEEVE)
SLEEVE UNDER PAVEMENT FOR WIRE (2" PVC SCHEDULE 40 SLEEVE)
SLEEVE UNDER PAVEMENT FOR PIPE (3" PVC SCHEDULE 40 SLEEVE)

BACK OF CURB — 12" MIN.





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IRRIGATION PLAN (SHT. 3 OF 3)
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LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
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SCALE:	1" = 30'

DRAWING NUMBER

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Permit Requirements

Property owners who wish to install, expand or substantially modify an irrigation system are required, in advance of such work, to obtain an irrigation permit from the Florida Department of Health in Volusia County. Irrigation installation requirements are described in the following county ordinances:

Landscape Irrigation Ordinance (http://www.volusia.org/services/growth-and-resource-management/environmental-management/pollution-control/waterwise-landscape-irrigation-ordinance/)

Wells, Pumping Facilities & Irrigation Systems - Section 74-31 to 48 County Ordinance (http://volusia.floridahealth.gov/programs-and-services/environmental-health/irrigation-construction/irrigation-forms.html)

We Volusia County Health Department developed an Irrigation Permitting Packet (http://volusia.floridahealth.gov/programs-and-services/environmental-health/irrigation-construction/_documents/irrigation-permit.pdf) in order assist applicants. It includes the application form, a Contractor/Owner Irrigation Self Certification Checklist and a site plan template. Please call our office at 386-274-0694 for more information.

A summary of site specific requirements is as follows:

1. Automatic irrigation controllers, when utilized, shall contain a functional rain sensor device, capable of being set to one minute run times, and battery backup capability to retain programming in the event of a power failure.
2. A rain sensor placed on a stationary structure, free and clear of any overhead obstructions and above the height of the sprinkler coverage.
3. Equipment with check valves used in low-lying areas to prevent low head drainage.
4. Backflow prevention methods and other provisions prescribed in section 74-42.
5. Irrigation design with the appropriate uniformity for the type of plant being grown and for the type of soil.
6. Irrigation system equipment installed as designed.
7. Irrigation zones divided according to: available flow rate, vegetated groupings (i.e., turf, shrubs, native plants, etc.), sprinkler types (i.e., sprinklers with matching precipitation rates) and soil characteristics.
8. Spray heads and rotors not mixed in same zone.
9. Distribution equipment in a given zone having matched precipitation rates.
10. Application rates that avoid runoff and permit uniform water infiltration into the soil, considering land slope, soil hydraulic properties, vegetative ground cover and prevailing winds.
11. A minimum separation of four inches between distribution equipment and pavement.
12. A minimum separation of 12 inches between distribution equipment and buildings and other vertical structures.
13. No direct spray onto walkways, buildings, roadways and drives.
14. Lawn spray patterns providing head to head coverage.
15. Water conveyance systems with a flow velocity of five feet per second or less.
16. Pipelines designed to provide the system with the appropriate pressure required for maximum irrigation uniformity.
17. Pressure regulating heads.
18. A maintenance checklist provided to the property owner by the irrigation contractor accompanied by a recommended maintenance schedule, proper irrigation system settings according to season, recommendations for checking rain sensor device, filter cleaning recommendations and information on the current water restrictions.

Landscape Requirements

1. A high volume irrigation area shall not exceed 50 percent of the landscaped area. Low or medium volume irrigation areas may be utilized in lieu of any high volume irrigation area.
2. A medium volume irrigation area shall not exceed 25 percent of the landscaped area. However, the landscaped area may contain up to 75 percent medium volume irrigation area, if no high volume irrigation area is utilize on site.
3. A low volume irrigation area may be utilized for an entire landscaped area with the exception of native vegetation areas regulated by section 50-373(b)(4).
4. In the alternative to (1), (2), and (3) above, if 25 percent of the pre-existing native vegetation is retained on site, the remaining 75 percent of the landscaped area may be a high volume irrigation area. For all pre-existing native vegetation retained on a parcel:
   - No supplemental water shall be applied to the native vegetation area.
   - Only hand pruning of native vegetation is allowed.
   - Mechanical mowing or clearing is prohibited.

License Requirements

No person may install or repair an irrigation system in Volusia County unless they possess a valid irrigation certificate of competency from the Department. The following persons are exempted from having to possess a certificate of competency:

- Licensed Florida Water Well Contractors and Florida State Certified Pluming Contractors.
- Florida State Registered Plumbing Contractors.
- Property owners who personally perform construction, maintenance or repairs on an irrigation system that serves his or her owner-occupied single family residence.

	STANDARD CONSTRUCTION DETAIL IRRIGATION SYSTEM REQUIREMENTS NTS.	INDEX LS-14A MAY 2020		STANDARD CONSTRUCTION DETAIL IRRIGATION SYSTEM REQUIREMENTS NTS.	INDEX LS-14B MAY 2020

VOLUSIA COUNTY IRRIGATION DESIGN REQUIREMENTS:

1. IRRIGATION SYSTEM TO PROVIDE 1" OF WATER PER WEEK AND TO RUN TWICE A WEEK
2. A HIGH VOLUME IRRIGATION SYSTEM LESS THAN 25 PERCENT.
3. A MEDIUM VOLUME IRRIGATION SYSTEM LESS THAN 25 PERCENT.
4. A LOW VOLUME IRRIGATION SYSTEM 50 PERCENT.

VOLUSIA COUNTY CONTRACTOR LICENSE REQUIREMENTS:

NO PERSON MAY INSTALL OR REPAIR AN IRRIGATION SYSTEM IN VOLUSIA COUNTY UNLESS THEY POSSESS A VALID IRRIGATION CERTIFICATE OF COMPETENCY FROM THE DEPARTMENT. THE FOLLOWING PERSONS ARE EXEMPTED FROM HAVING TO POSSESS A CERTIFICATE OF COMPETENCY:

- LICENSED FLORIDA WATER WELL CONTRACTORS AND FLORIDA STATE CERTIFIED PLUMING CONTRACTORS.
- FLORIDA STATE REGISTERED PLUMBING CONTRACTORS.
- PROPERTY OWNERS WHO PERSONALLY PERFORM CONSTRUCTION, MAINTENANCE OR REPAIRS ON AN IRRIGATION SYSTEM THAT SERVES HIS OR HER OWNER-OCCUPIED SINGLE FAMILY RESIDENCE.

IRRIGATION SCHEDULE:

RUN SYSTEM MONDAY THRU FRIDAY

1. ZONES: 23 , 37 & 51 (BUBBLERS) TO RUN FOR NO MORE THAN 15 MINUTES PER ZONE. (LOW VOLUME)
2. ZONES: 1 - 22 & 24 - 36 TO RUN FOR NO MORE THAN 15 MINUTES PER ZONE. (LOW VOLUME)
3. ZONES: 38 - 50 & 52 - 66 RUN NO MORE THAN 15 MINUTES PER ZONE. (MEDIUM VOLUME)

IRRIGATION LEGEND (USE THE FOLLOWING IRRIGATION EQUIPMENT OR EQUAL)

15 SERIES MPR	FLOW RATE (GPM)
(A) ADJUSTABLE 15' RADIUS	VARIES
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(TWO WIRE SYSTEM)

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- RAIN SENSOR SHUTOFF (ON TOP OF CONTROL BOX OR PEDESTAL MOUNT)
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- 3" BACKFLOW PREVENTER

2 15 — ZONE NUMBER; NUMBER OF HEADS (* DENOTES NETAFIM); 35± APPROX. GALLONS PER MINUTE

3" LOOPED IRRIGATION MAIN (4" PVC SCHEDULE 40 SLEEVE)

SLEEVE UNDER PAVEMENT FOR WIRE (2" PVC SCHEDULE 40 SLEEVE)

SLEEVE UNDER PAVEMENT FOR PIPE (3" PVC SCHEDULE 40 SLEEVE)

BACK OF CURB — 12" MIN.

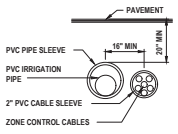
PIPE SIZING INFORMATION

GALLONS PER MINUTE (GPM)	PIPE SIZE
0-6	1/2"
7-10	3/4"
11-16	1"
17-28	1 1/4"
29-35	1 1/2"
35-55	2"

PIPE SLEEVE SCHEDULE

PIPE SIZE	SLEEVE SIZE
2 1/2"	6"
1" THRU 2"	4"
1/2" AND 3/4"	3"

NOTE:
AT THE DISCRETION OF THE IRRIGATION CONTRACTOR, THE DIAMETER OF THE SLEEVE PIPE MAY BE REDUCED.



IRRIGATION NOTES:

1. THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND CONDITIONS PRIOR TO ITS COMMENCEMENT OF THE IRRIGATION WORK.
2. *CHECK PRESSURE AND GPM OF WATER SUPPLY BEFORE BEGINNING JOB AND REPORT FINDING TO LANDSCAPE ARCHITECT. LANDSCAPE ARCHITECT WILL MAKE ANY ADJUSTMENT NECESSARY TO MAKE SYSTEM WORK AT ITS BEST.*
3. THE PLAN IS SCHEMATIC ONLY. THE CONTRACTOR SHALL INSTALL PIPING IN A MINIMUM NUMBER OF TRENCHES AND SHALL INSTALL PIPE IN A MINIMUM LENGTH.
4. QUANTITIES FOR IRRIGATION MATERIALS ARE NOT GIVEN. THE CONTRACTOR SHALL DETERMINE THIS FROM THE PLAN.
5. INSTALL SLEEVE PIPING WHERE SHOWN ON THE DRAWINGS AT THE PROPER DEPTH.
6. ALL SLEEVE PIPE SHALL BE SCHEDULE 40 PVC PIPE INSTALLED A MINIMUM OF 20" BELOW FINISHED PAVING GRADES.
7. ALL SLEEVES WHEN PLACED IN FIELD ARE TO BE LOCATED BY A METAL PIPE AT EACH END AND LOCATED FROM TWO STATIONARY POINTS BY TAPE MEASUREMENTS.
8. ALL PIPE SHALL BE INSTALLED A MINIMUM OF 20" BELOW GRADE.
9. ALL TRENCHING SHALL BE KEPT OUT OF THE DRIP LINE AREA OF ALL EXISTING TREES. USE RADIAL LINES OR TUNNELING WHEN NECESSARY TO ENCROACH INTO THE DRIP LINE AREA OF TREES.
10. LOCATE ALL VALVES AND OTHER IRRIGATION EQUIPMENT IN PLANT BED AREAS WITHIN THE PROJECT LIMITS FOR CONCEALMENT PURPOSES.
11. RISERS ARE TO BE HIDDEN COMPLETELY IN SHRUBBERY OR PAINTED BLACK AND IN NO CASE BE HIGHER THAN THE SHRUBBERY INSTALLED.
12. ALL PIPE EXPOSED ABOVE GRADE AND TO VIEW SHALL BE SCHEDULE 40 GALVANIZED STEEL PIPE OF THE NOTED SIZE.
13. ALL IRRIGATION EQUIPMENT (PUMP, CONTROLLER, ETC.) SHALL BE PLACED WITHIN FENCED ENCLOSURE.
14. ALL VALVES SHALL BE INSTALLED IN METER TYPE SIZE BOXES EQUAL TO AMETEK POLY-IRON.
15. PROVIDE A 6" GRAVEL SUMP AT THE BOTTOM OF ALL METER BOXES AND INSTALL 1/2" TO 1" DIAMETER GRAVEL AT THE BOTTOM OF THE VALVE PIT.
16. IRRIGATION SHALL MEET ALL APPLICABLE CURRENT MUNICIPAL, COUNTY, STATE OR FEDERAL CODES, ORDINANCES AND REGULATIONS THAT HAVE JURISDICTION.
17. ALL PIPE 1/2" TO 2 1/2" IN SIZE SHALL BE PRESSURE RATED 160 PVC (EXCEPT MAIN).
18. ALL FITTINGS SHALL BE SCHEDULE 40 PVC.
19. ALL SPRAY HEADS ARE TO BE A MINIMUM OF 6" POP-UP AND ALL HEADS IN PLANTING AREAS TO BE 12" POP-UP OR RISERS. RISERS SHALL BE PAINTED GREEN OR BLACK.
20. ELECTRICAL TO CONTROLLER SHALL BE SUPPLIED BY ELECTRICAL CONTRACTOR (NOT IRRIGATION CONTRACTOR).

GENERAL NOTES:

1. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH THE CITY AND COUNTY WATER WISE ORDINANCE REQUIREMENTS. THE IRRIGATION CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IF THERE ARE ANY DEVIATIONS TO THE DRAWING.
2. IRRIGATION LINES ARE SHOWN DIAGRAMMATICALLY AND ARE INTENDED TO SHOW DISTRIBUTION ZONES ONLY. ALL VALVES SHALL BE LOCATED WITHIN PLANTING AREAS (NOT WITHIN PAVEMENT). LINES LOCATED UNDER PAVEMENT SHALL BE KEPT TO A MINIMUM AND ALL PIPING UNDER PAVED AREAS SHALL BE SLEEVED.
3. WHEN INSTALLING IRRIGATION PIPING IN ISLAND AND OTHER NARROW PLANTING AREAS RUN PIPING CLOSE TO CURB AND NOT DOWN THE MIDDLE OF THE PLANTING AREA. (BEFORE DOING IRRIGATION GET A COPY OF THE LANDSCAPE PLAN AND KEEP IRRIGATION LINES OUT OF PLANTING AREAS WHERE POSSIBLE.)
4. NO SIGNIFICANT IRRIGATION OVERTHROW SHALL BE ALLOWED ONTO IMPERVIOUS SURFACES.
5. 25% OF IRRIGATION IS LOW VOLUME.
6. IRRIGATION HEADS CAN BE INSTALLED NO CLOSER THAN 12" FROM BUILDING FOUNDATION.
7. LANDSCAPE CONTRACTOR TO WATER BAHIA SOD EVERY DAY FOR TWO WEEKS TO HELP ESTABLISH BAHIA SOD.

VOLUSIA COUNTY IRRIGATION NOTES:

1. AUTOMATIC IRRIGATION CONTROLLERS, WHEN UTILIZED, SHALL CONTAIN A FUNCTIONAL RAIN SENSOR DEVICE, CAPABLE OF BEING SET TO ONE MINUTE RUN TIMES, AND BATTERY BACKUP CAPABILITY TO RETAIN PROGRAMMING IN THE EVENT OF A POWER FAILURE.
2. A RAIN SENSOR PLACED ON A STATIONARY STRUCTURE, FREE AND CLEAR OF ANY OVERHEAD OBSTRUCTIONS AND ABOVE THE HEIGHT OF THE SPRINKLER COVERAGE.
3. EQUIPMENT WITH CHECK VALVES USED IN LOW-LYING AREAS TO PREVENT LOW HEAD DRAINAGE.
4. BACKFLOW PREVENTION METHODS AND OTHER PROVISIONS PRESCRIBED IN SECTION 74-42.
5. IRRIGATION DESIGN WITH THE APPROPRIATE UNIFORMITY FOR THE TYPE OF PLANT BEING GROWN AND FOR THE TYPE OF SOIL.
6. IRRIGATION SYSTEM EQUIPMENT INSTALLED AS DESIGNED.
7. IRRIGATION ZONES DIVIDED ACCORDING TO: AVAILABLE FLOW RATE, VEGETATED GROUPINGS (I.E., TURF, SHRUBS, NATIVE PLANTS, ETC.), SPRINKLER TYPES (I.E., SPRINKLERS WITH MATCHING PRECIPITATION RATES) AND SOIL CHARACTERISTICS.
8. SPRAY HEADS AND ROTORS NOT MIXED IN SAME ZONE.
9. DISTRIBUTION EQUIPMENT IN A GIVEN ZONE HAVING MATCHED PRECIPITATION RATES.
10. APPLICATION RATES THAT AVOID RUNOFF AND PERMIT UNIFORM WATER INFILTRATION INTO THE SOIL, CONSIDERING LAND SLOPE, SOIL HYDRAULIC PROPERTIES, VEGETATIVE GROUND COVER AND PREVAILING WINDS.
11. A MINIMUM SEPARATION OF FOUR INCHES BETWEEN DISTRIBUTION EQUIPMENT AND PAVEMENT.
12. A MINIMUM SEPARATION OF 12 INCHES BETWEEN DISTRIBUTION EQUIPMENT AND BUILDINGS AND OTHER VERTICAL STRUCTURES.
13. NO DIRECT SPRAY ONTO WALKWAYS, BUILDINGS, ROADWAYS AND DRIVES.
14. LAWN SPRAY PATTERNS PROVIDING HEAD TO HEAD COVERAGE.
15. WATER CONVEYANCE SYSTEMS WITH A FLOW VELOCITY OF FIVE FEET PER SECOND OR LESS.
16. PIPELINES DESIGNED TO PROVIDE THE SYSTEM WITH THE APPROPRIATE PRESSURE REQUIRED FOR MAXIMUM IRRIGATION UNIFORMITY.
17. PRESSURE REGULATING HEADS.
18. A MAINTENANCE CHECKLIST PROVIDED TO THE PROPERTY OWNER BY THE IRRIGATION CONTRACTOR ACCOMPANIED BY A RECOMMENDED MAINTENANCE SCHEDULE, PROPER IRRIGATION SYSTEM SETTINGS ACCORDING TO SEASON, RECOMMENDATIONS FOR CHECKING RAIN SENSOR DEVICE, FILTER CLEANING RECOMMENDATIONS AND INFORMATION ON THE CURRENT WATER RESTRICTIONS.
19. IRRIGATION SYSTEM DESIGN WILL BE PERMITTED THROUGH VOLUSIA COUNTY.

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IRRIGATION DETAILS AND NOTES
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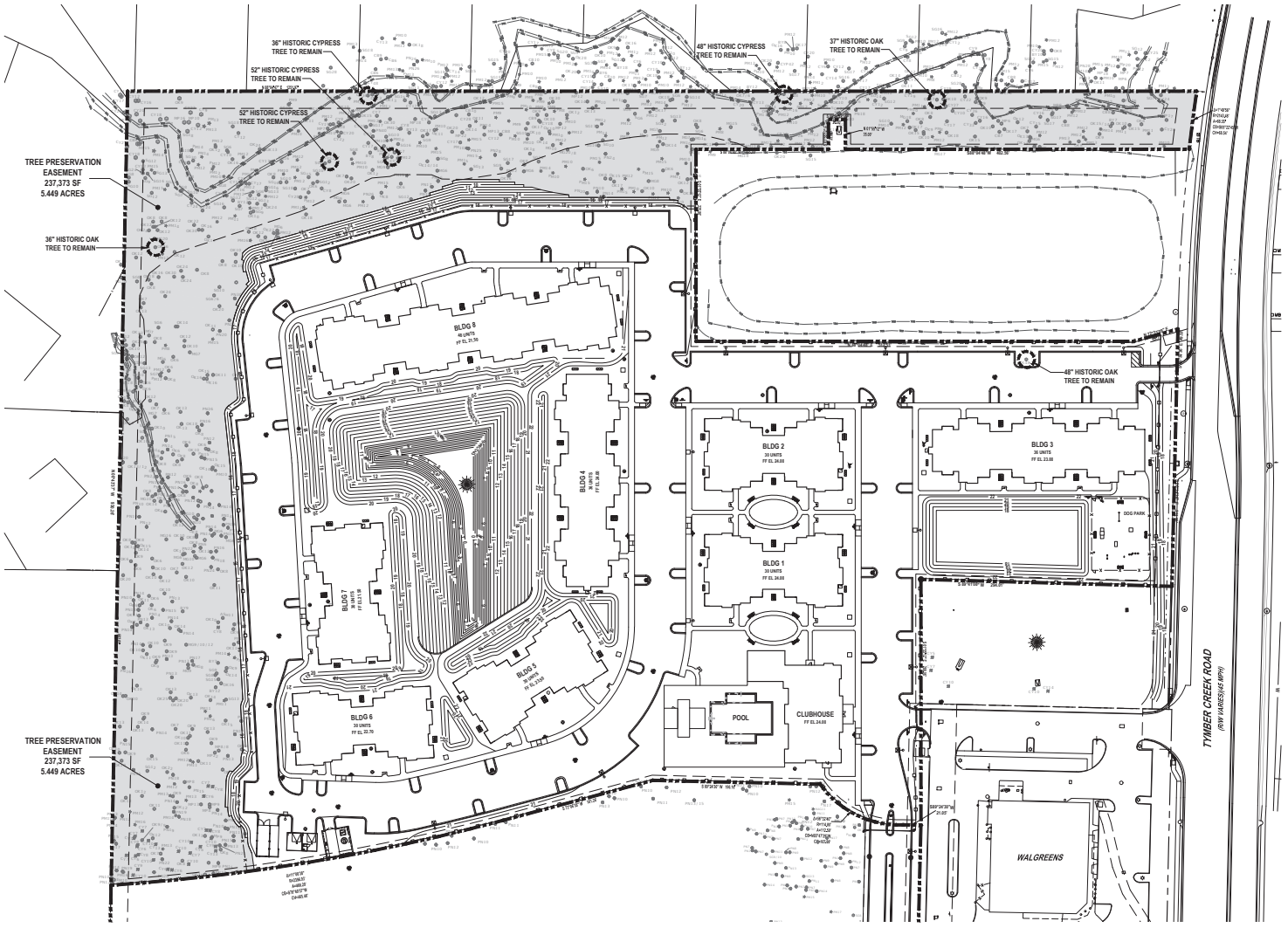
LAUREN A. ADAMS LICENSED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

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GRAPHIC SCALE
60 40 20 0 60 120
1"=60'

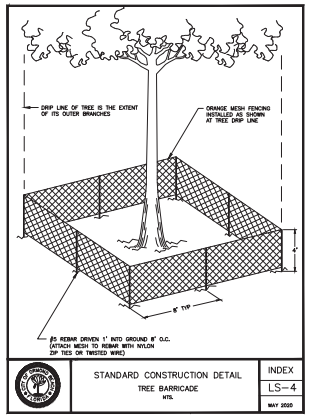
TREE PRESERVATION AREA REQUIREMENT:

REQUIRED TREE PRESERVATION = 15.0%
REQUIRED TREE PRESERVATION = 854, 635 SF x 0.15 = 128,195 SF (15.0%)

TREE PRESERVATION AREA PROVIDED	237,373 SF = 5.449 ACRES
TOTAL TREE PRESERVATION AREA	237,373 SF / 854,635 SF = 27.8%

LEGEND

TREE PRESERVATION AREA (27.8%)



STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS.

INDEX LS-4
MAY 2020

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Ormond Beach, Florida 32174
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www.NewkirkEngineering.com
C.A. # 30209
L.C. # 26001084
2013
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

TREE PRESERVATION PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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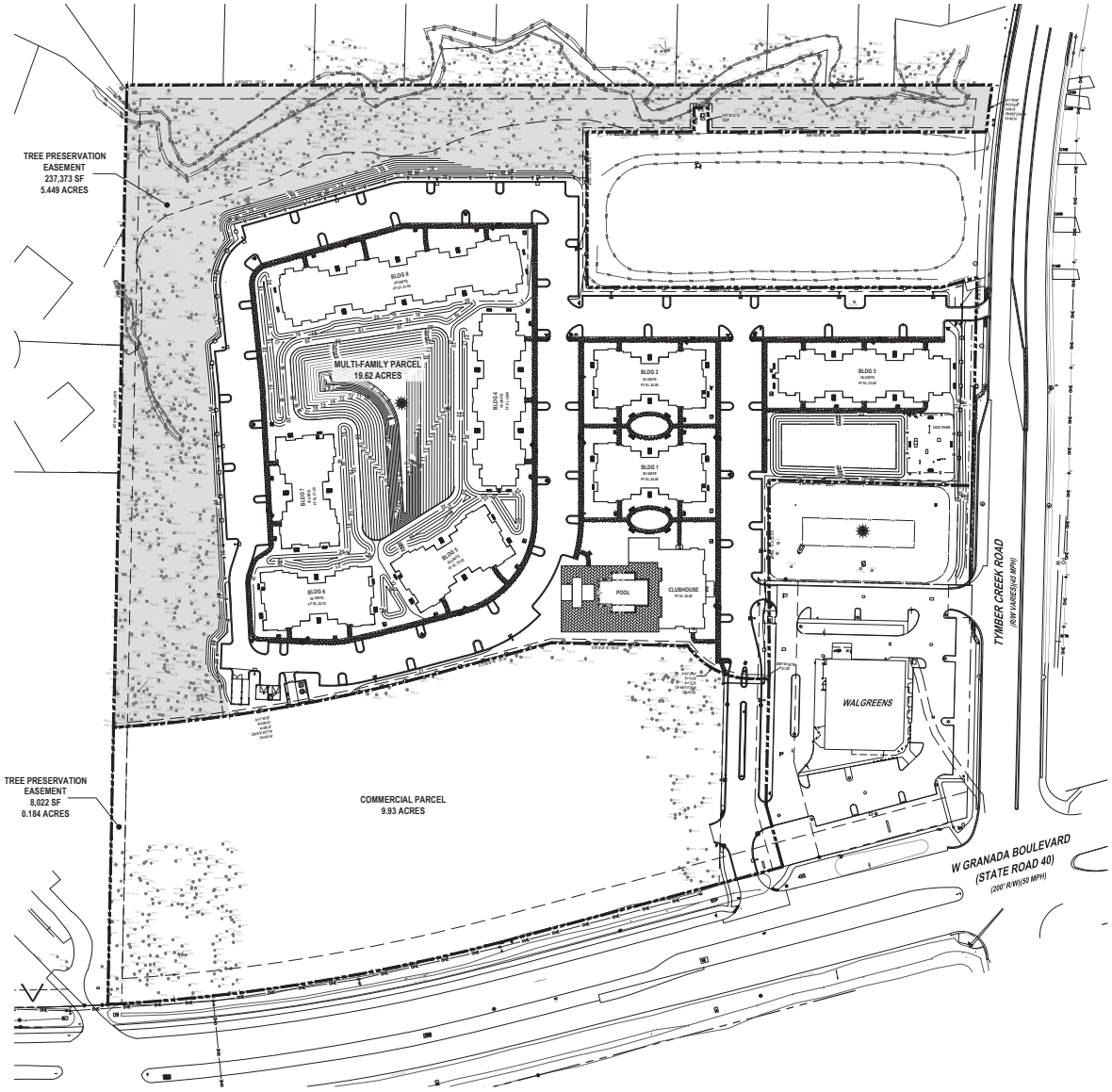
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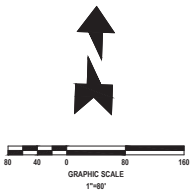
HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 60'

DRAWING NUMBER
83





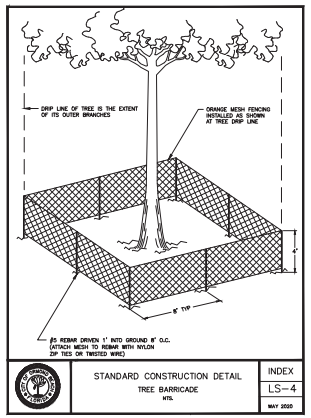
OVERALL TREE PRESERVATION AREA REQUIREMENT:

COMMERCIAL & MULTI-FAMILY
TREE PRESERVATION AREA REQUIRED = 15%
0.15 x (9.93 + 19.62) = 4.433 ACRES
TREE PRESERVATION AREA PROVIDED

MULTI-FAMILY	5.449 ACRES
COMMERCIAL	0.184 ACRES
OVERALL TOTAL TREE PRESERVATION AREA	5.633 ACRES (19.1%)
	5.633 / (9.93 + 19.62) = 19.1%

LEGEND

TREE PRESERVATION AREA (19.1%)



REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/25/22	OWNER
3/29/23	CITY COMMENTS

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2013
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OVERALL TREE PRESERVATION PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. # 62971

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SCALE:	1" = 80'

DRAWING NUMBER

84



WETLAND AREAS SUMMARY CHART

1. WETLAND / UPLAND AREAS:	SQ. FT.	ACRE	%
TOTAL WETLAND AREAS	104,588	2.401	12.2
TOTAL UPLAND AREAS	750,047	17.219	87.8
TOTAL PROJECT AREA	854,635	19.620	100.0

LEGEND

- WETLAND IMPACT AREA
  5,920 SF / 0.136 AC (TOTAL)
  IMPACT AREAS REQUIRING MITIGATION = 612 SF / 0.014 AC
- WETLAND PRESERVATION AREA
  98,613 SF / 2.264 AC (TOTAL)
- UPLAND PRESERVATION AREA
  138,628 SF / 3.182 AC (TOTAL)
- UPLAND BUFFER IMPACT AREA
  5,751 SF / 0.132 AC (TOTAL)
- CONSERVATION EASEMENT AREA
  237,563 SF / 5.454 AC (TOTAL)
- CONSERVATION EASEMENT SIGN
  (SEE DETAIL, THIS SHEET)

CONSERVATION AREA

NO DUMPING, LAND CLEARING OR OTHER DISTURBANCE TO SOILS OR VEGETATION PERMITTED BEYOND THIS POINT

FOR MORE INFORMATION, CONTACT THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (321) 984-4940

12" x 12"

SEE PLAN FOR LOCATIONS, SPACE AT 100' O.C.
TOTAL 13 SIGNS

CONSERVATION EASEMENT SIGN

NOT TO SCALE

REVISIONS

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WETLAND IMPACT/ PRESERVATION PLAN
TYMBER CREEK APARTMENTS

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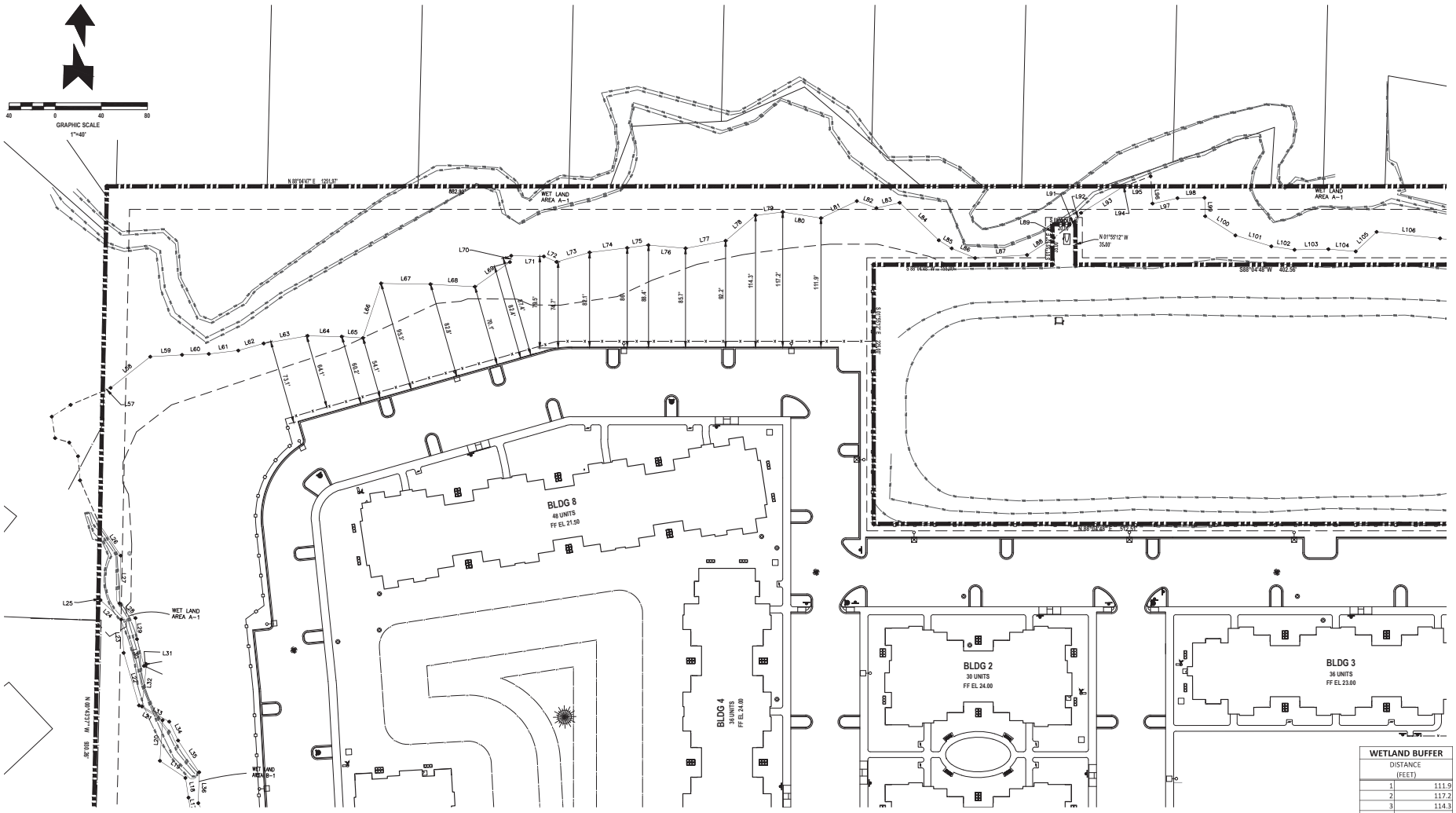
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CHECKED BY:	HHN
SCALE:	1" = 60'

DRAWING NUMBER

85



LITTLE TOMOKA RIVER WETLAND BUFFER SETBACK

1. REQUIRED WETLAND SETBACK = 75' AVERAGE
2. PROVIDED WETLAND SETBACK = 83.6' AVERAGE

WETLAND BUFFER DISTANCE (FEET)	
1	111.9
2	117.2
3	114.3
4	92.2
5	85.7
6	88.4
7	86
8	82.1
9	74.7
10	79.5
11	87.4
12	82.4
13	70.1
14	82.8
15	95.3
16	54.1
17	60.2
18	64.1
19	73.1
AVERAGE	66.7

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WETLAND BUFFER EXHIBIT
TYMBER CREEK APARTMENTS
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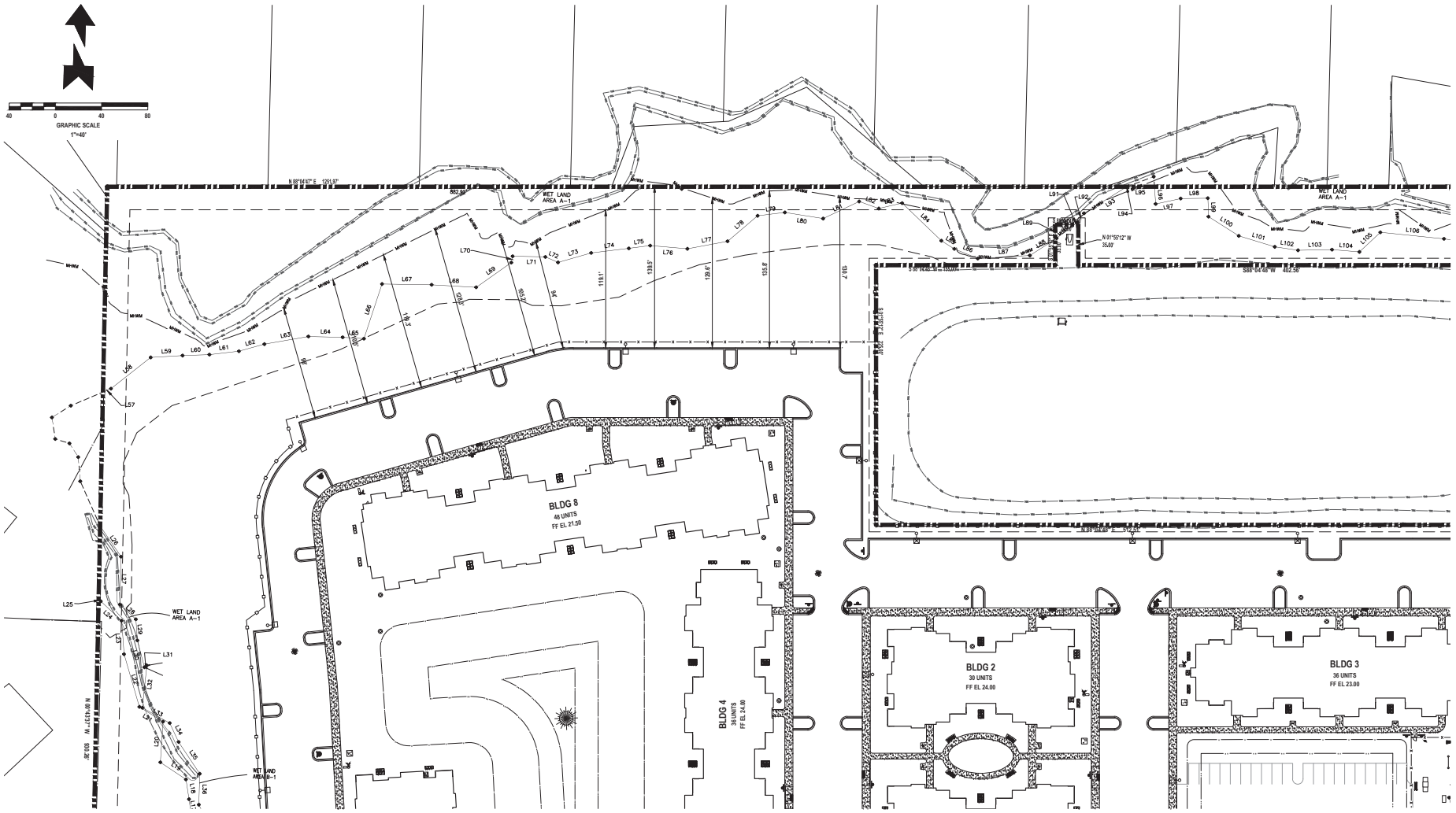
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SCALE:	1" = 40'

DRAWING NUMBER

86



MEAN HIGH WATER MARK	
DISTANCE (FEET)	
1	131.2
2	136.3
3	130.1
4	140
5	119.6
6	101
7	105.7
8	128.8
9	119.8
10	111
11	98.5
12	87.9
13	100.1
14	158.6
AVERAGE	119.2

BLUFF HEIGHT (FEET NAVD)		MHWM (FEET NAVD)	BLUFF HEIGHT (FEET)
1	17.12	2.4	14.7
2	16.72	2.4	14.3
3	15.69	2.4	13.3
4	13.60	2.4	11.2
5	11.84	2.4	9.4
6	11.23	2.4	8.8
7	12.55	2.4	10.2
8	14.83	2.4	12.4
9	14.94	2.4	12.5
10	14.95	2.4	12.6
11	14.22	2.4	11.8
12	13.03	2.4	10.6
13	12.25	2.4	9.9
14	11.73	2.4	9.3
AVERAGE BLUFF HEIGHT		11.5	

GRADING LEGEND:

MHWM — MEAN HIGH WATER MARK

BLUFF ELEVATION

REVISIONS

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LC. # 26001684
2015
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MEAN JIGH WATER MARK
BUFFER EXHIBIT
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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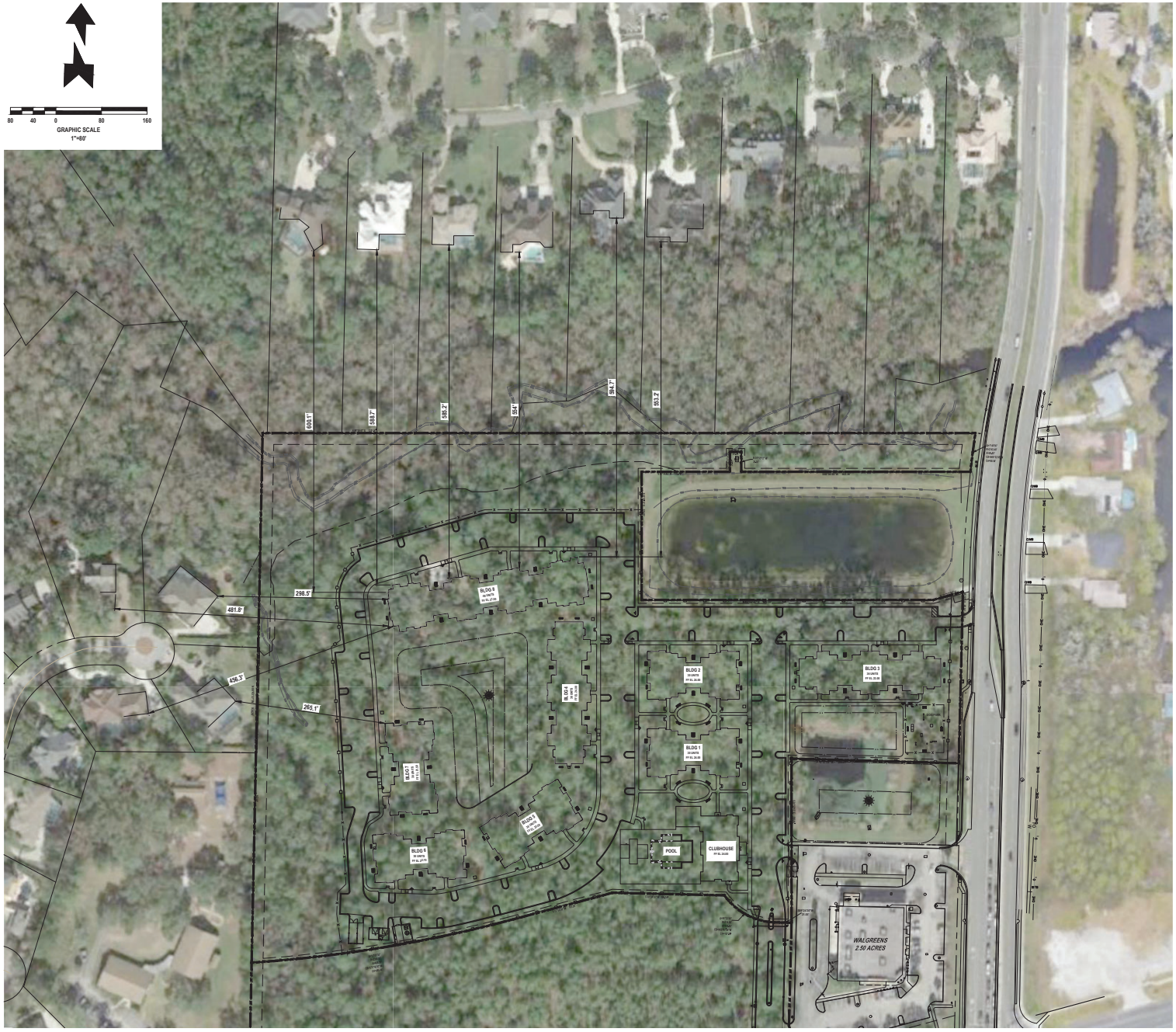
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
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DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

87



REVISIONS

DATE	DESCRIPTION
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BUILDING TO BUILDING SETBACK EXHIBIT

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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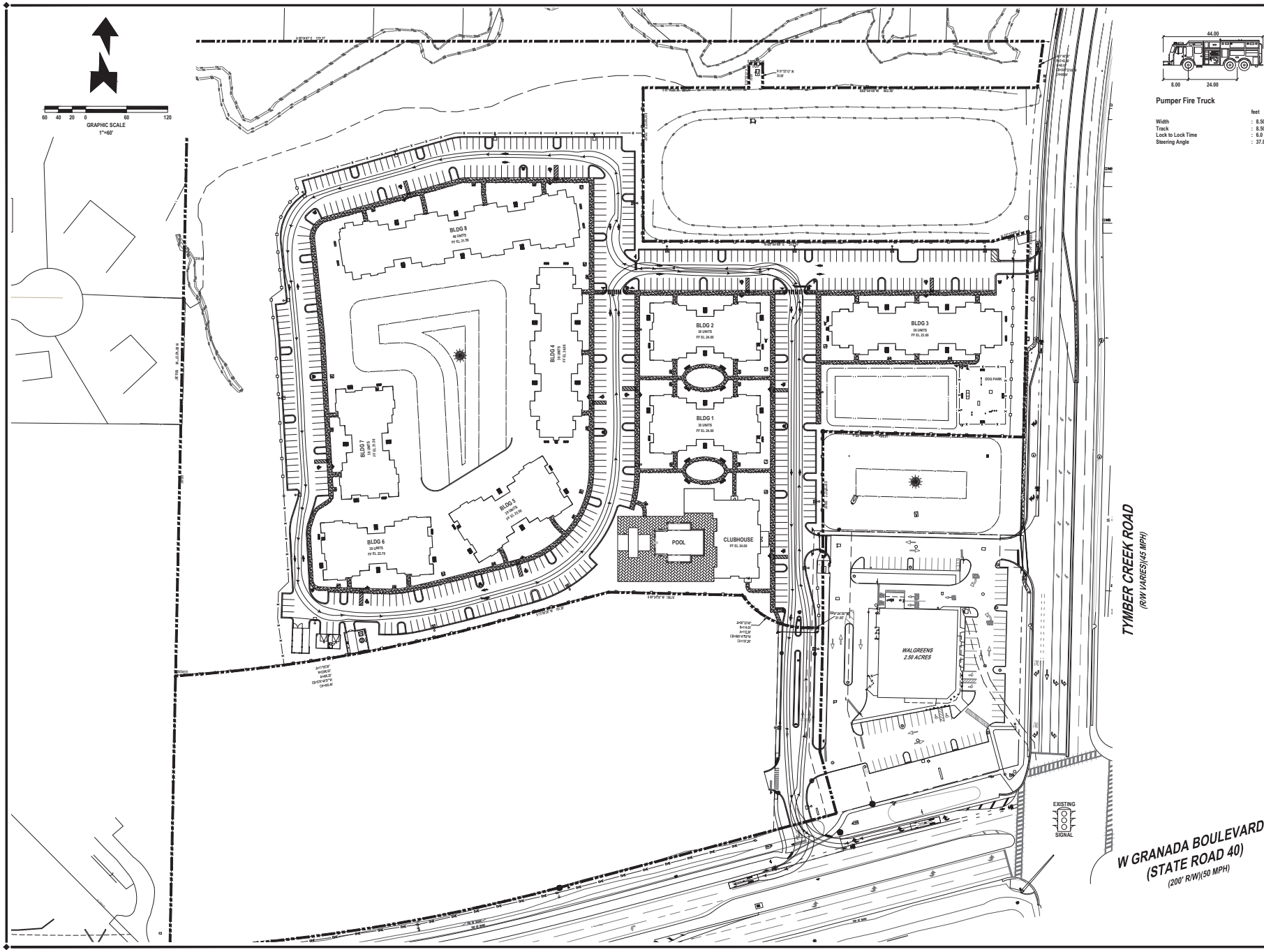
HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
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SCALE:	1" = 80'

DRAWING NUMBER

88



REVISIONS

DATE	DESCRIPTION
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C.A. # 30209
LIC. # 26061084
2020
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NEWKIRK ENGINEERING INC.

AUTOTURN TRUCK PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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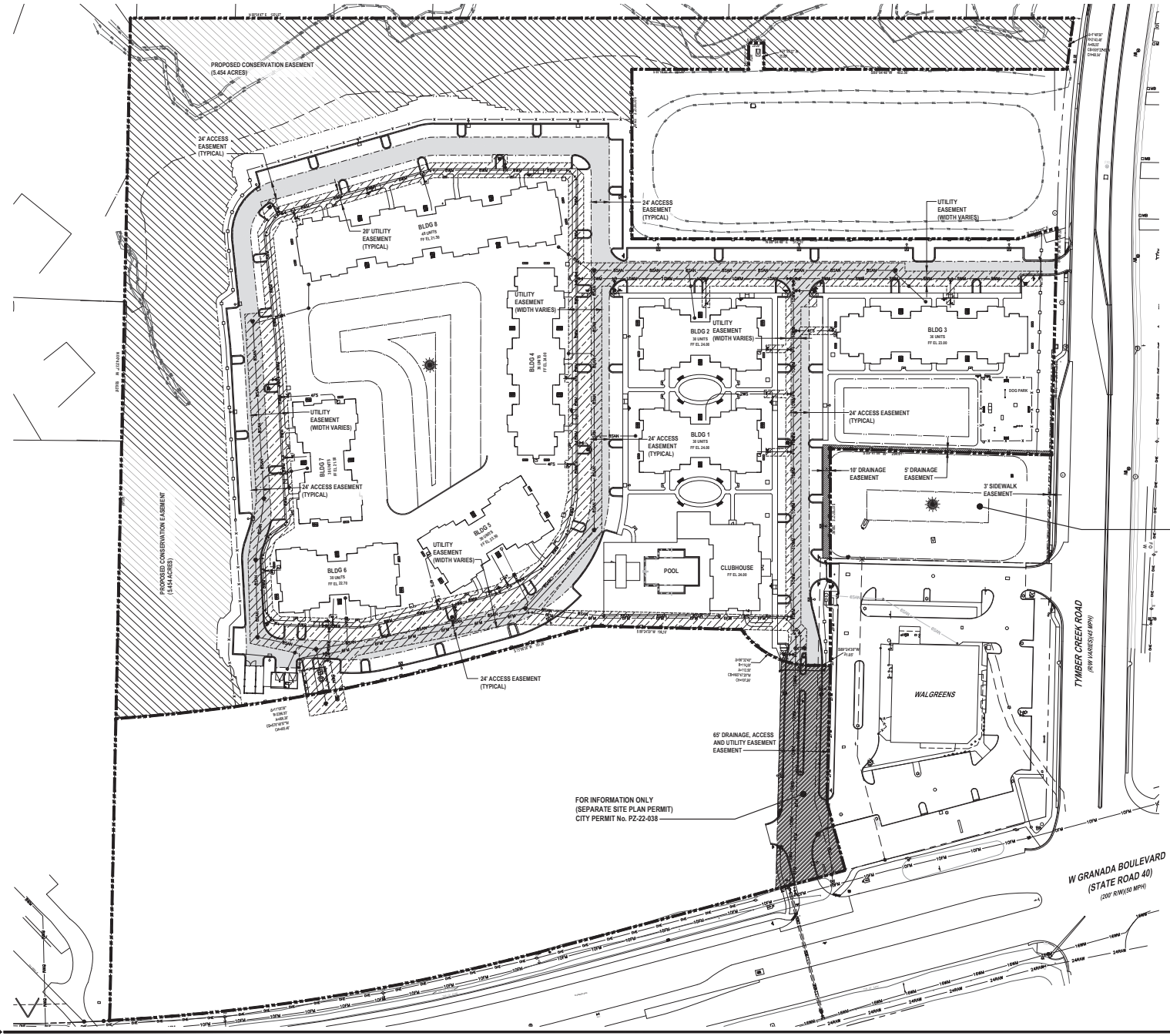
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
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DESIGN BY:	HHN
DRAWN BY:	NWS
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SCALE:	1" = 60'

DRAWING NUMBER

89



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NEWKIRK ENGINEERING INC.
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EASEMENT PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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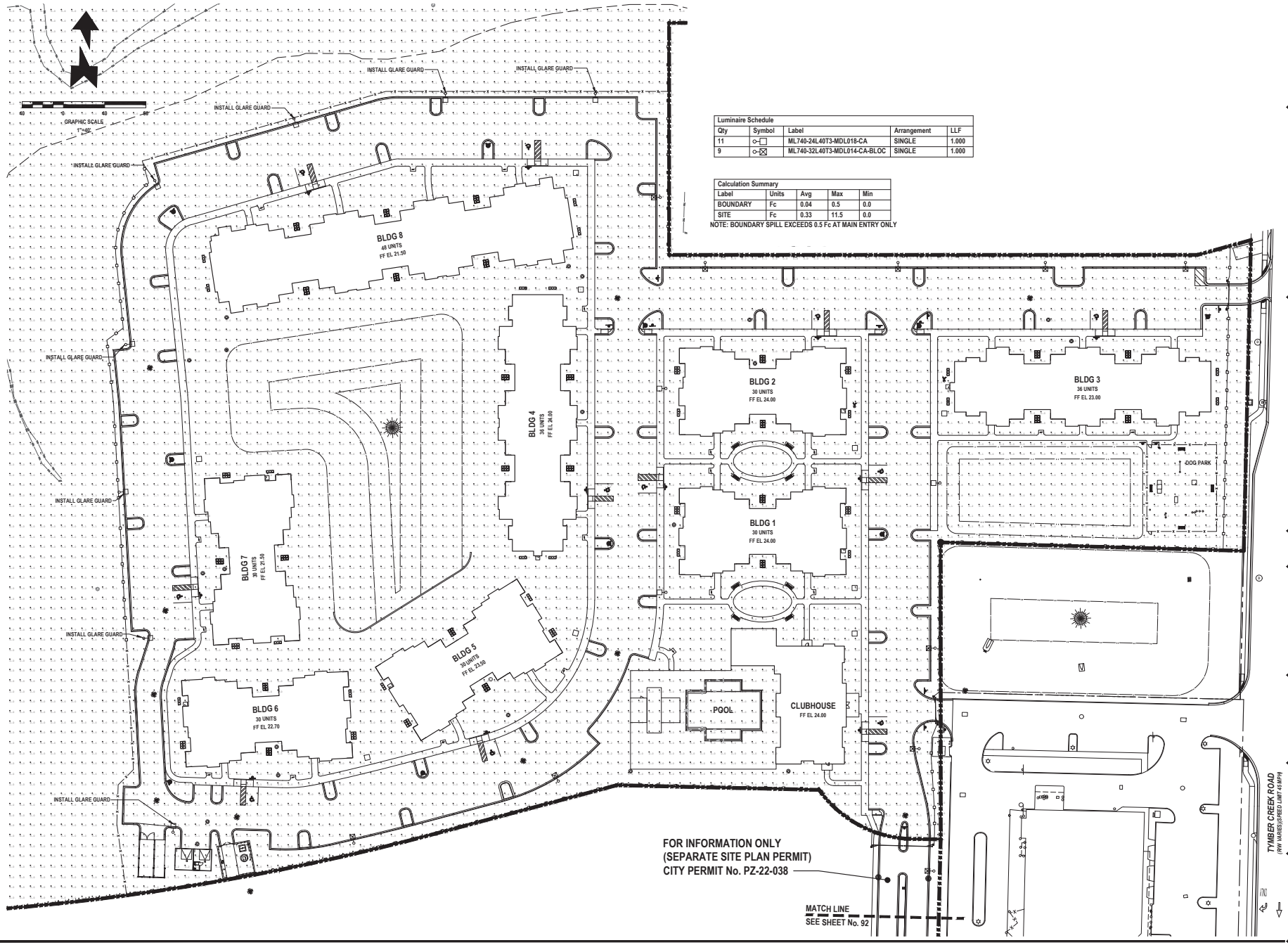
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CHECKED BY:	HHN
SCALE:	1"= 60'

DRAWING NUMBER

90



Luminaire Schedule				
Qty	Symbol	Label	Arrangement	LLF
11		ML740-24L40T3-MDL018-CA	SINGLE	1.000
9		ML740-32L40T3-MDL014-CA-BLOC	SINGLE	1.000

Calculation Summary				
Label	Units	Avg	Max	Min
BOUNDARY	Fc	0.04	0.5	0.0
SITE	Fc	0.33	11.5	0.0

NOTE: BOUNDARY SPILL EXCEEDS 0.5 Fc AT MAIN ENTRY ONLY

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/25/22	OWNER
11/28/22	CITY COMMENTS

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PHOTOMETRIC PLAN
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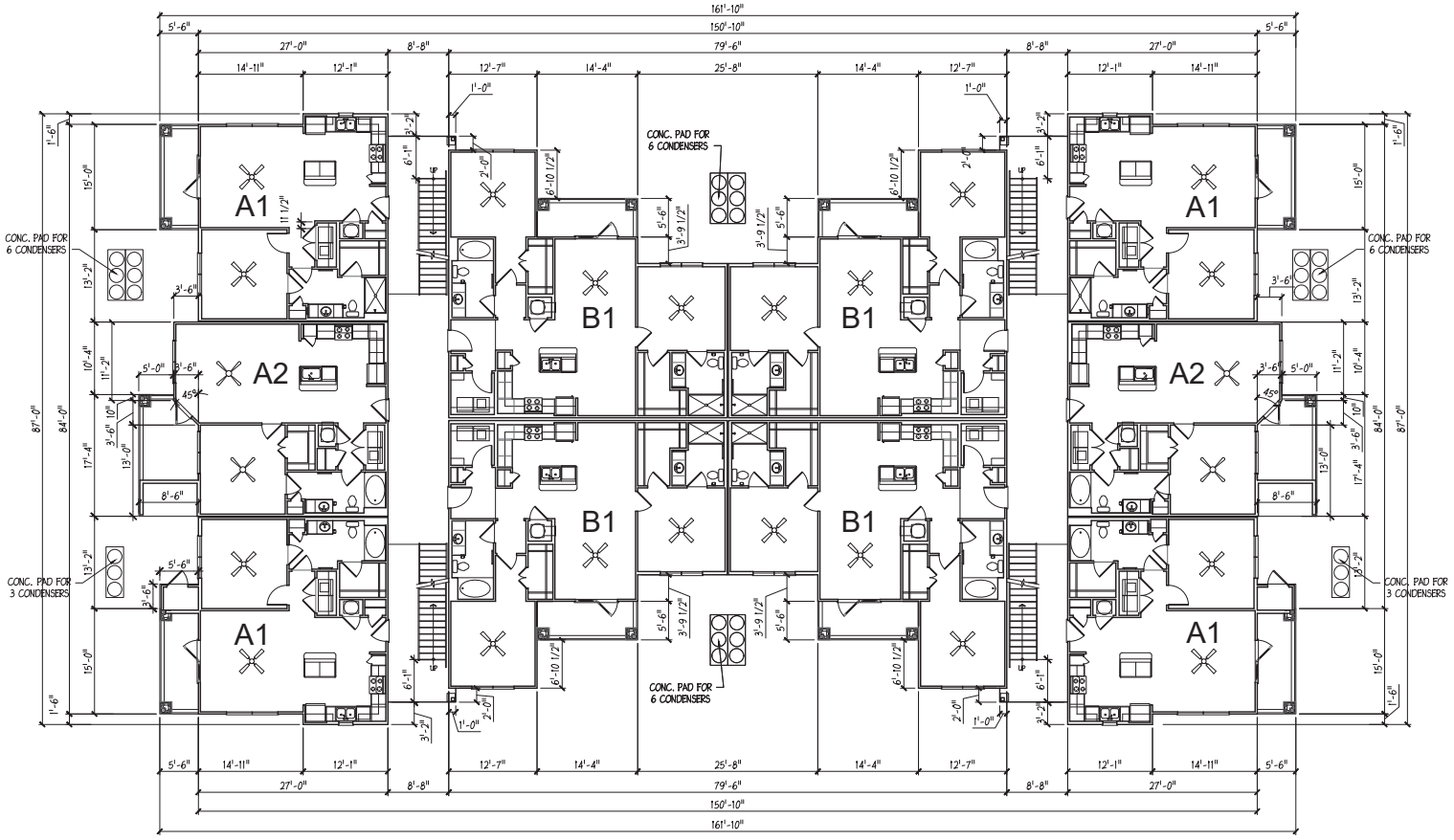
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DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

91



1 A1.0 **BUILDING FLOOR PLAN - GROUND FLOOR**

SCALE 1/8" = 1'-0" BUILDING # 1, 2, 5, 6, 7

ENGLISH & ASSOCIATES
ARCHITECTS, INC.
3084 MERCER UNIVERSITY DRIVE, SUITE 100
ATLANTA, GEORGIA 30341
DENGLISH@ENGLISHASSOCIATESINC.COM

JOB PROGRESS:

ITEM:	DATE:
PERMIT REVIEW	02-27-2020

REVISIONS:

TAG:	DATE:

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TYMBER CREEK APARTMENTS
AN APARTMENT COMMUNITY
FOR
TELLUS PARTNERS
ORMOND BEACH, FLORIDA

JOB NUMBER: E143

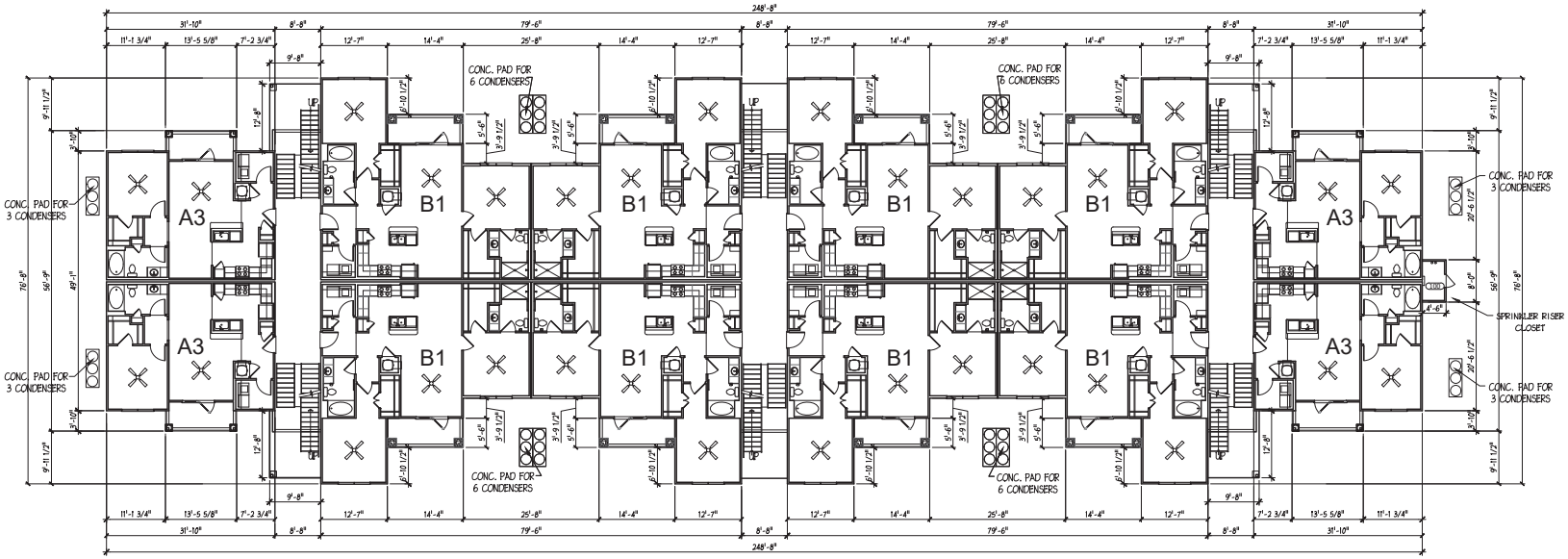
DRAWN BY:

CHECKED BY:

BUILDING PLANS
1, 2, 5, 6, 7

SHEET NO.

A1.0



1 A1.1 **BUILDING FLOOR PLAN - GROUND FLOOR**

SCALE: 3/32" = 1'-0" BUILDING #3, 4

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ATLANTA, GEORGIA 30341
DENGLISH@ENGLISHASSOCIATESINC.COM

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PERMIT REVIEW	02-27-2020

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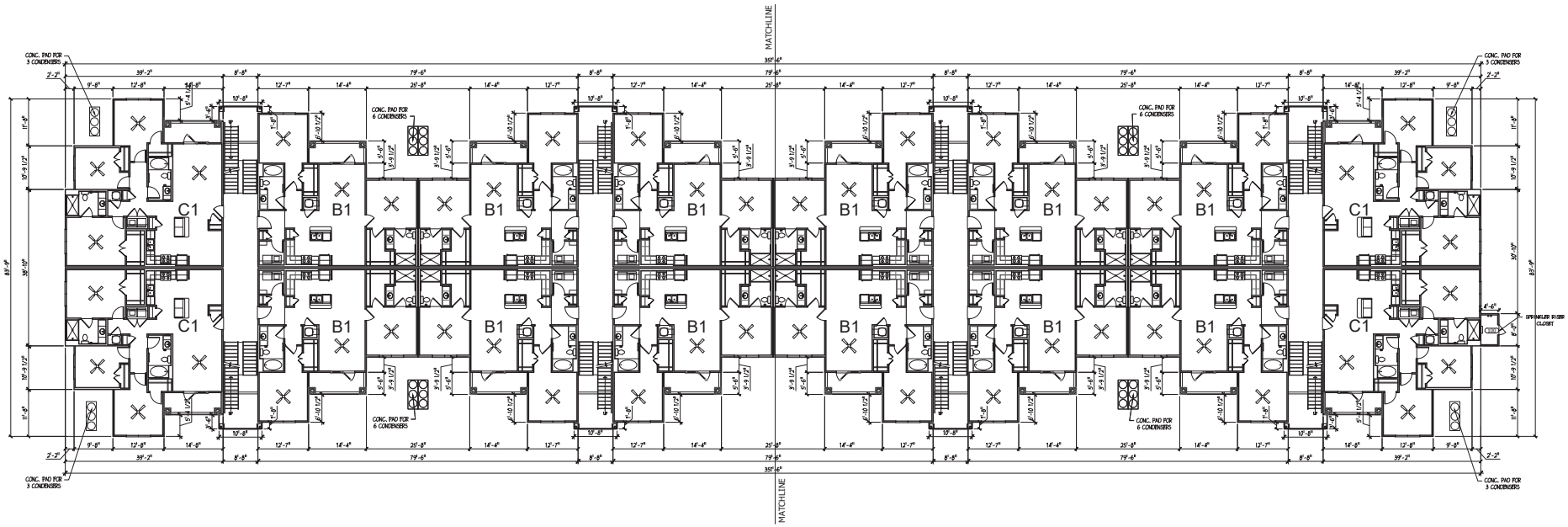
DRAWN BY:

CHECKED BY:

BUILDING PLANS
BUILDING # 3, 4

SHEET NO.

A1.1



1 A1.2 **BUILDING FLOOR PLAN - GROUND FLOOR**

SCALE N.T.S. BUILDING #8

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ITEM:	DATE:
PERMIT REVIEW	02-27-2020

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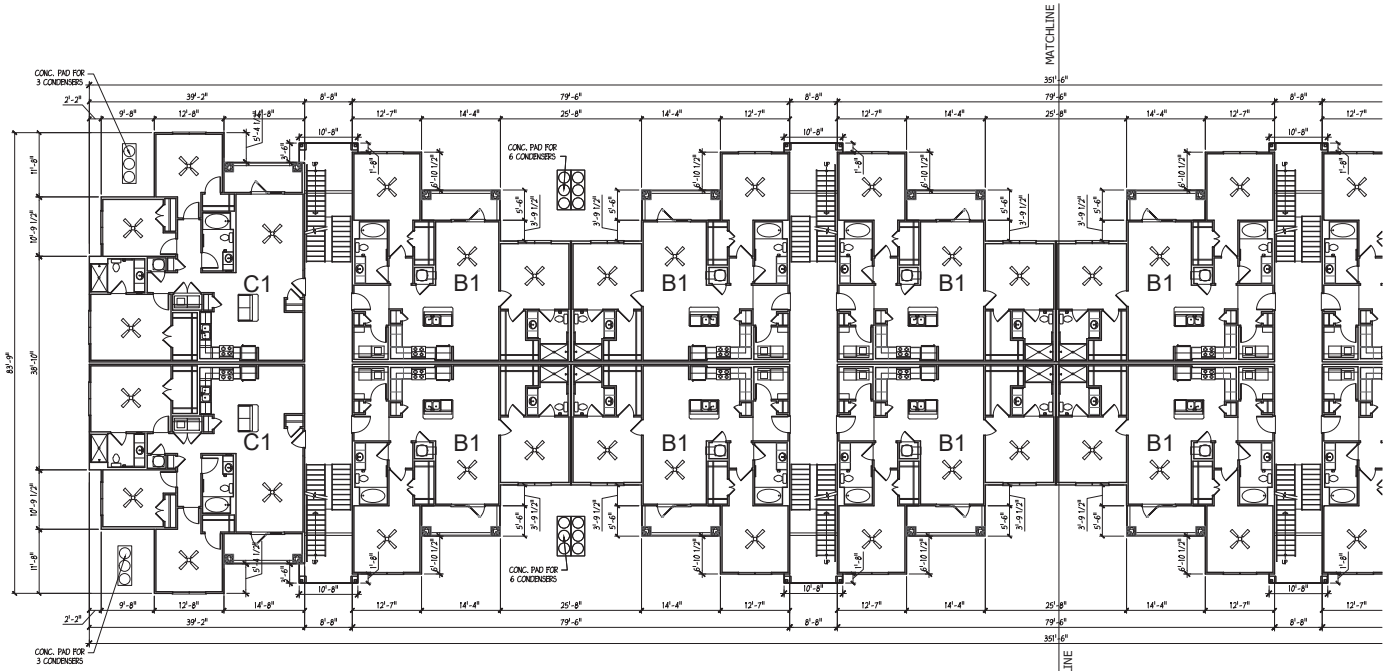
DRAWN BY:

CHECKED BY:

BUILDING PLANS
BUILDING # 8

SHEET NO.

A1.2



1 A1.2 **BUILDING FLOOR PLAN - GROUND FLOOR**

SCALE: 3/32" = 1'-0" BUILDING #8

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ATLANTA, GEORGIA 30341
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JOB PROGRESS:

ITEM:	DATE:
PERMIT REVIEW	02-27-2020

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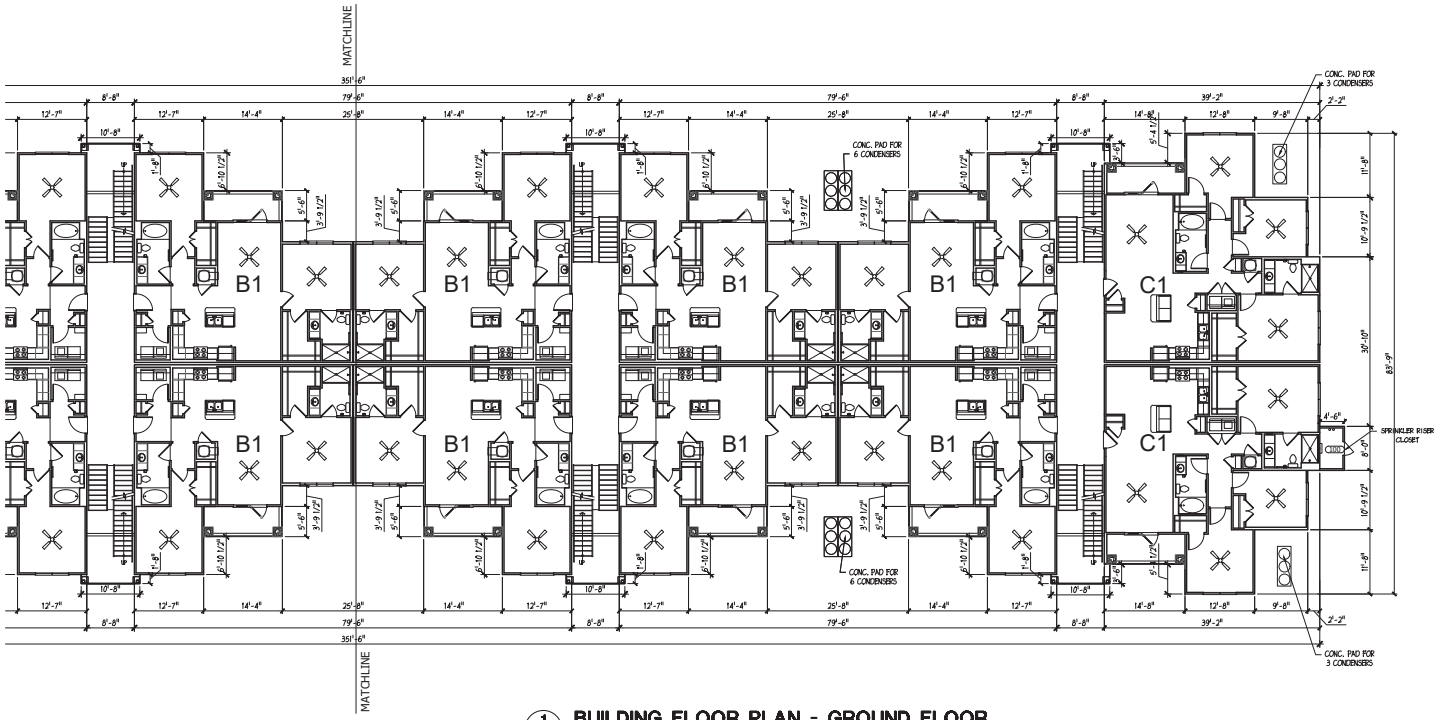
DRAWN BY:

CHECKED BY:

BUILDING PLANS
BUILDING # 8

SHEET NO.

A1.2a



1 A1.2 **BUILDING FLOOR PLAN - GROUND FLOOR**

SCALE: 3/32" = 1'-0" BUILDING #8

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ATLANTA, GEORGIA 30341
DENGLISH@ENGLISHASSOCIATESINC.COM

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AN APARTMENT COMMUNITY
FOR
TELLUS PARTNERS
ORMOND BEACH, FLORIDA

JOB NUMBER: E143

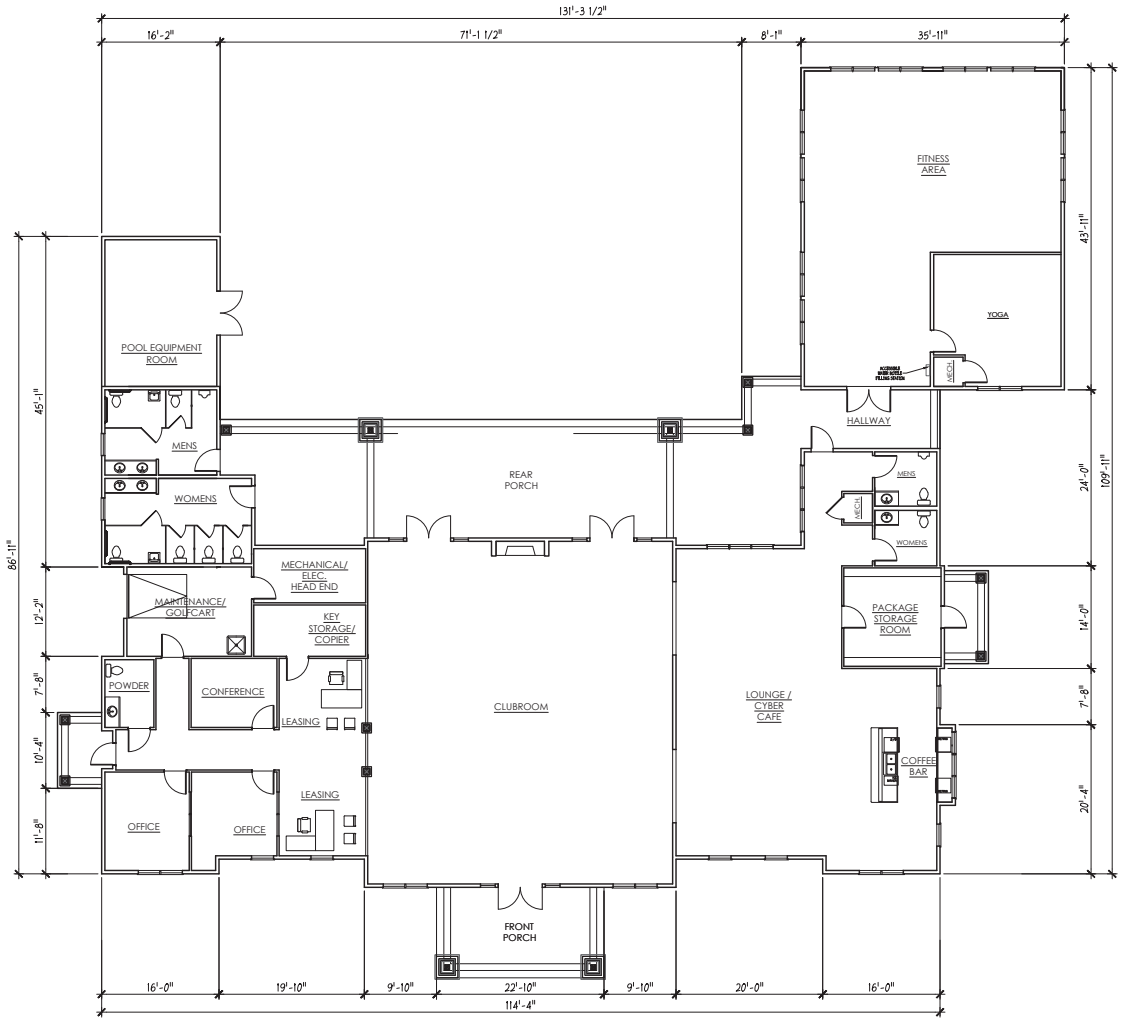
DRAWN BY:

CHECKED BY:

BUILDING PLANS
BUILDING # 8

SHEET NO.

A1.2b



1 A1.3 **LEASING OFFICE - FLOOR PLAN**

SCALE 1/8" = 1'-0"

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FOR
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ORMOND BEACH, FLORIDA

JOB NUMBER: E143

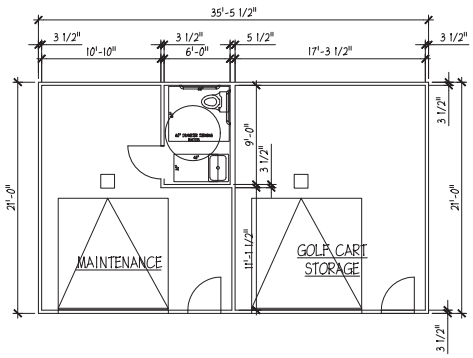
DRAWN BY:

CHECKED BY:

BUILDING PLANS
LEASING OFFICE

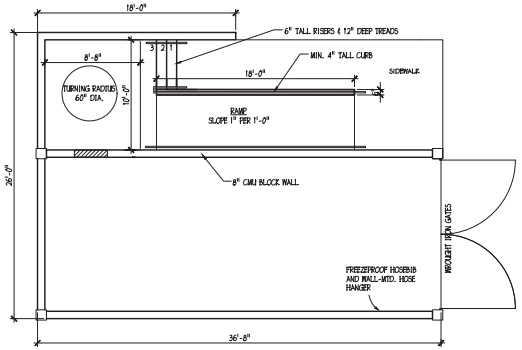
SHEET NO.

A1.3



1 A1.4 **MAINTENANCE OFFICE - FLOOR PLAN**

SCALE 3/16" = 1'-0"



2 A1.4 **TRASH COMPACTOR ENCLOSURE - FLOOR PLAN**

SCALE 3/16" = 1'-0"

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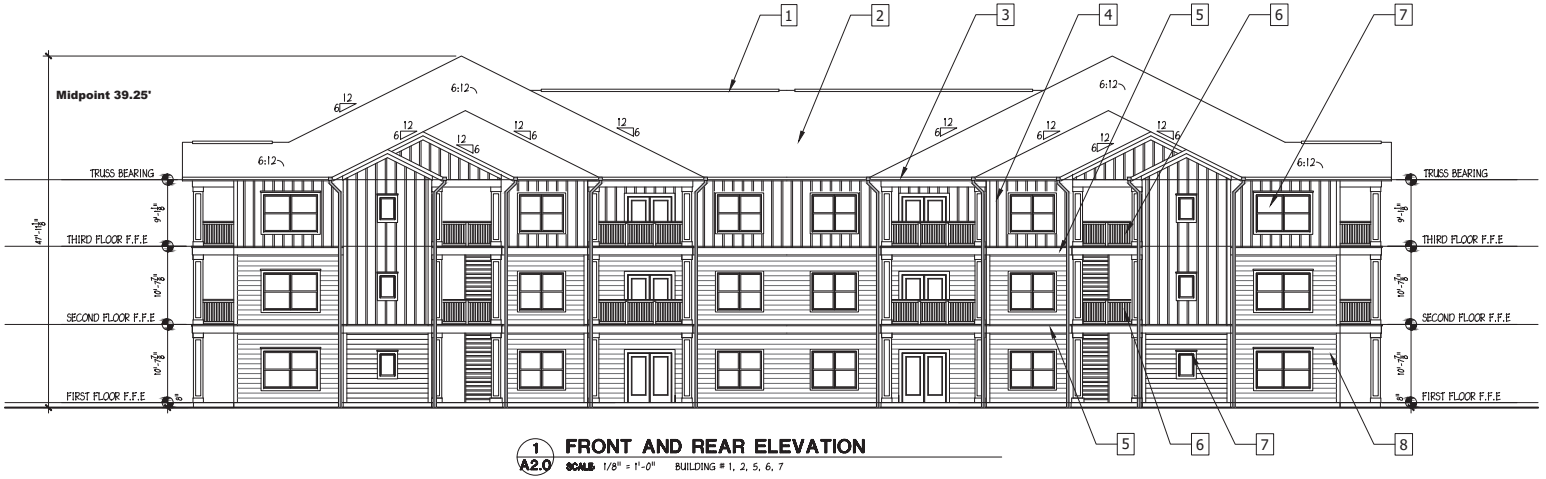
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CHECKED BY:

BUILDING PLANS
MAINT. OFFICE & TRASH

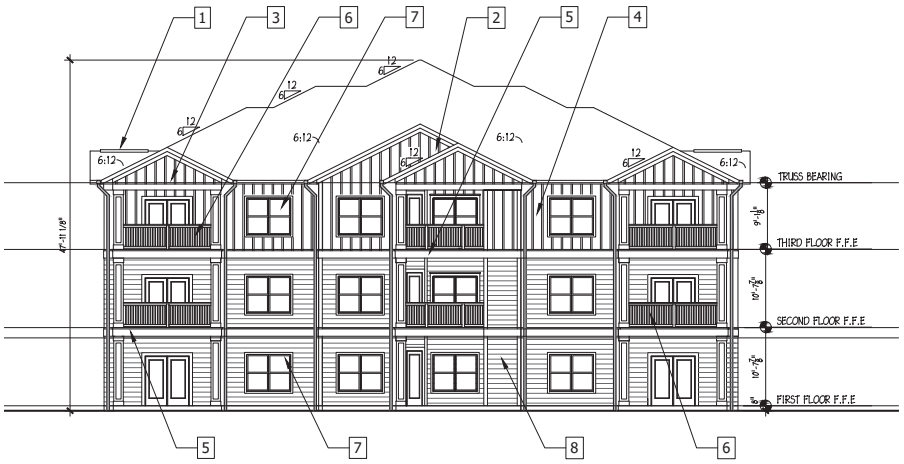
SHEET NO.

A1.4



1 A2.0 **FRONT AND REAR ELEVATION**

SCALE 1/8" = 1'-0" BUILDING # 1, 2, 5, 6, 7



2 A2.0 **LEFT AND RIGHT SIDE ELEVATION**

SCALE 1/8" = 1'-0" BUILDING # 1, 2, 5, 6, 7

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. PREFABRICATED CEMENT PANELS
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
9. SIMULATED STONE VENEER
10. STAINED P.T. WOODEN TRELLIS
11. STAINED P.T. WOODEN GATE
12. DECORATIVE GABLE VENT

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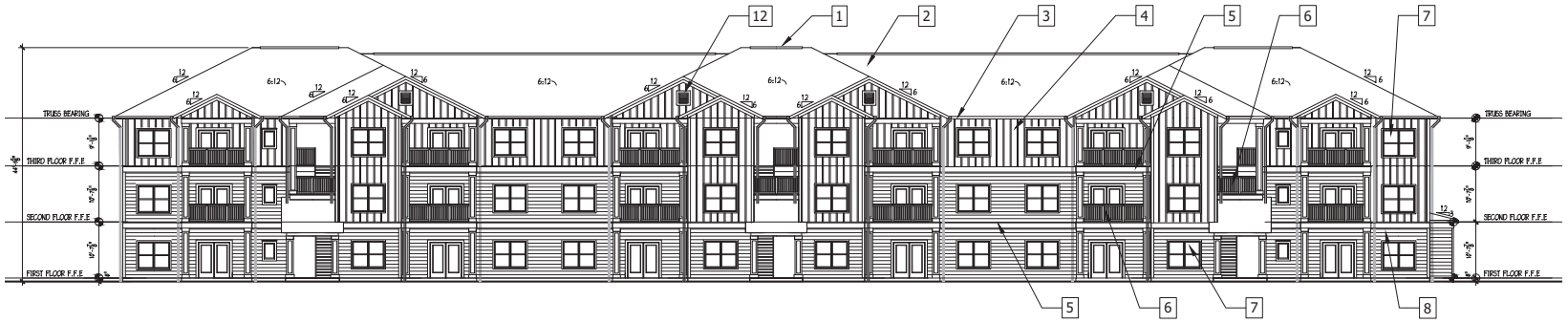
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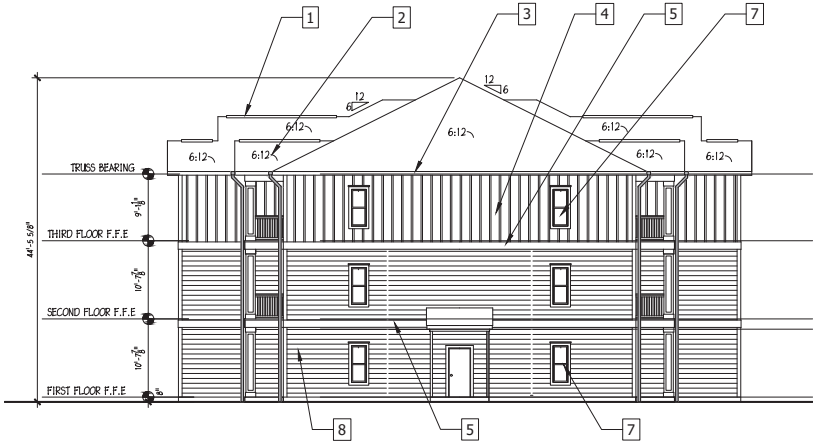
BUILDING ELEVATIONS
1, 2, 5, 6, 7

SHEET NO.

A2.0



1 A2.1 **FRONT AND REAR ELEVATION**
SCALE 3/32" = 1'-0" BUILDING # 3, 4



2 A2.1 **LEFT AND RIGHT SIDE ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 3, 4

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

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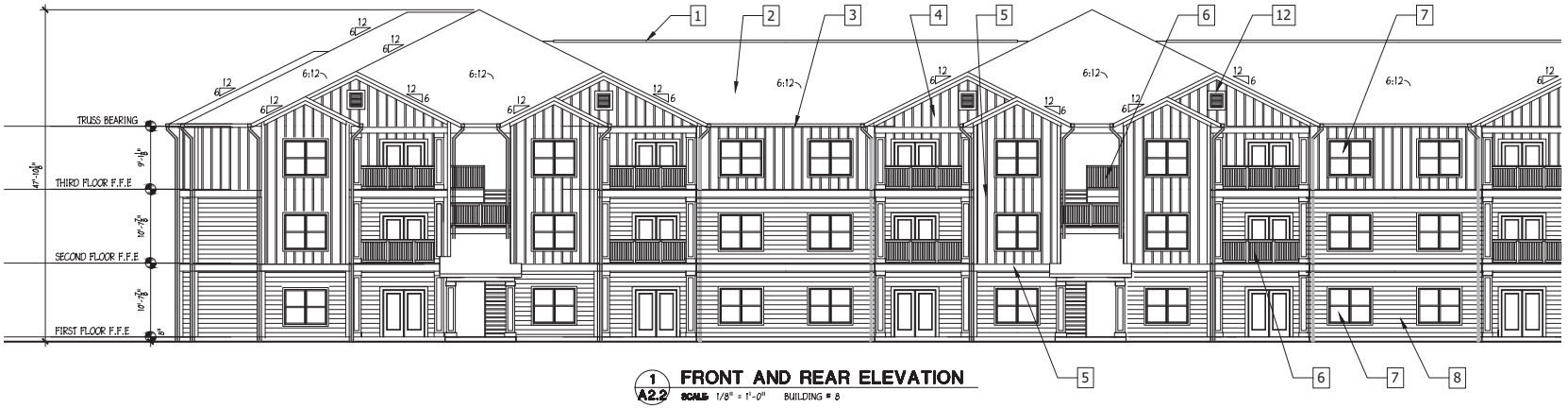
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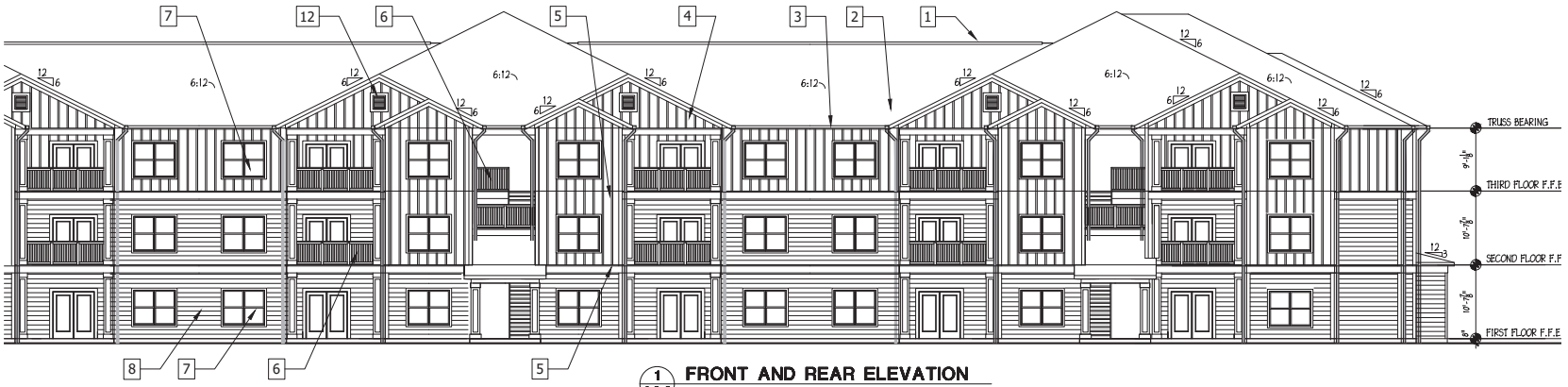
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BUILDING ELEVATIONS
BUILDING # 3, 4

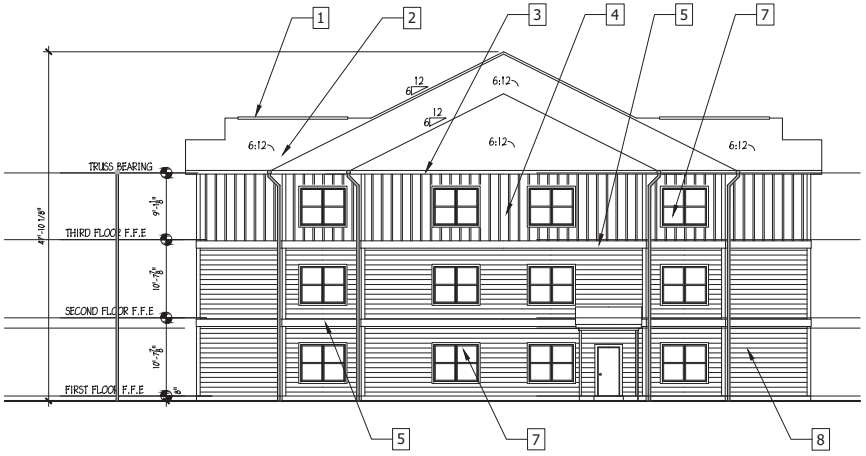
SHEET NO.
A2.1



1 A2.2 **FRONT AND REAR ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 8



1 A2.2 **FRONT AND REAR ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 8



2 A2.2 **LEFT AND RIGHT SIDE ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 8

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. PREFABRICATED CEMENT PANELS
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
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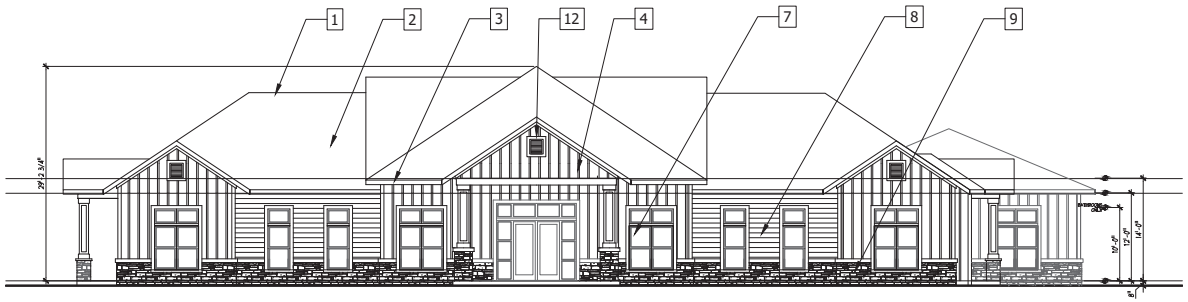
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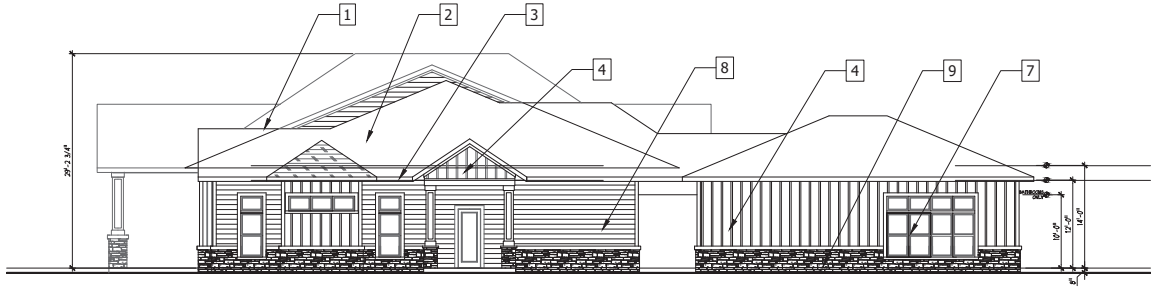
JOB NUMBER: E143
DRAWN BY:
CHECKED BY:

BUILDING ELEVATIONS
BUILDING # 8

SHEET NO.
A2.2



1 A2.3 **LEASING OFFICE - FRONT ELEVATION**
SCALE 1/8" = 1'-0"



2 A2.3 **LEASING OFFICE - RIGHT ELEVATION**
SCALE 1/8" = 1'-0"

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
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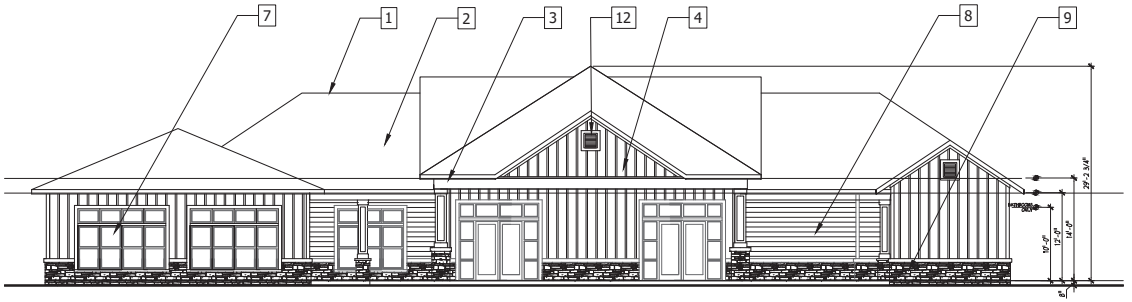
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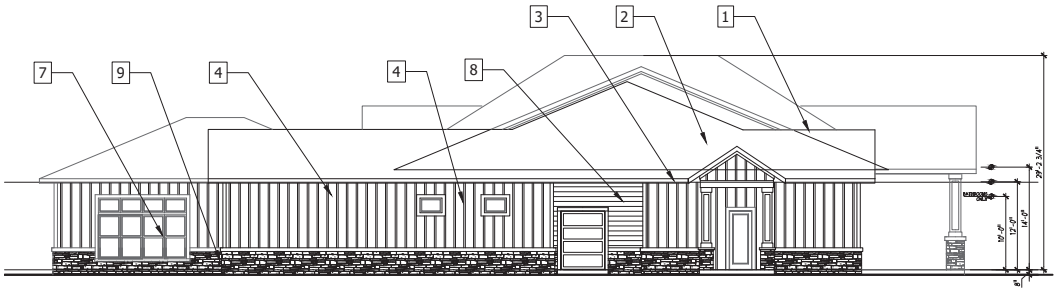
JOB NUMBER: E143
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BUILDING ELEVATIONS
LEASING OFFICE

SHEET NO.
A2.3



3 A2.3 **LEASING OFFICE - REAR ELEVATION**
SCALE 1/8" = 1'-0"



4 A2.3 **LEASING OFFICE - LEFT ELEVATION**
SCALE 1/8" = 1'-0"

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. PREFABRICATED CEMENT PANELS
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
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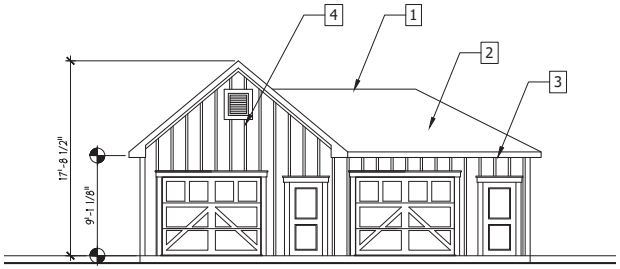
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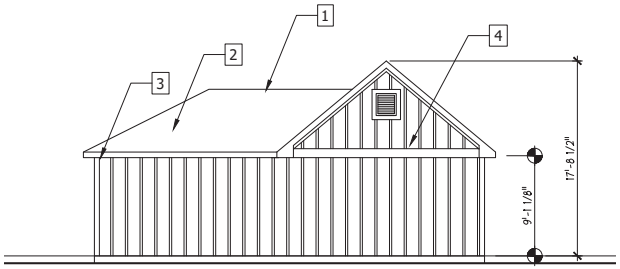
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CHECKED BY:

BUILDING ELEVATIONS
LEASING OFFICE

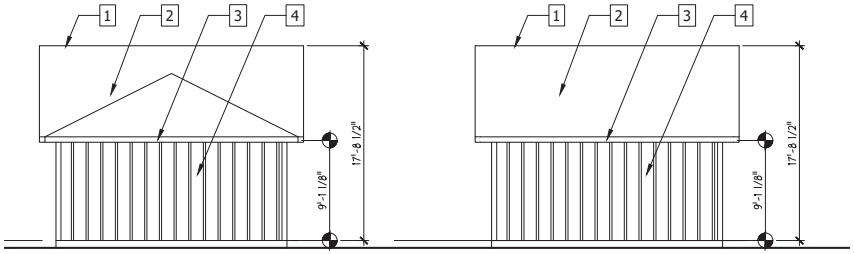
SHEET NO.
A2.4



1 A2.5 **MAINT. OFFICE - FRONT ELEVATION**
SCALE 3/16" = 1'-0"

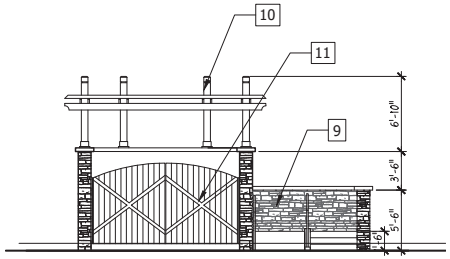


2 A2.5 **MAINT. OFFICE - REAR ELEVATION**
SCALE 3/16" = 1'-0"

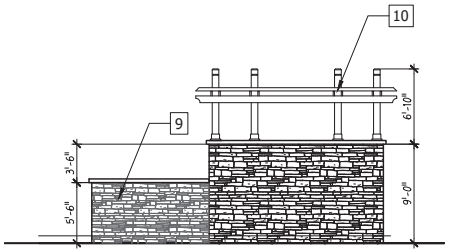


3 A2.5 **MAINT. OFFICE - RIGHT ELEV.**
SCALE 3/16" = 1'-0"

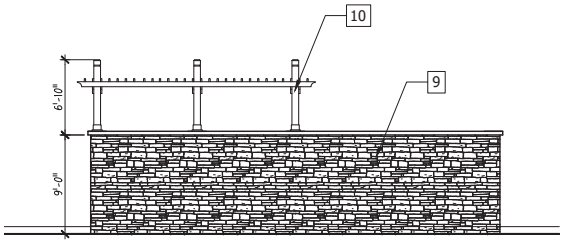
4 A2.5 **MAINT. OFFICE - RIGHT ELEV.**
SCALE 3/16" = 1'-0"



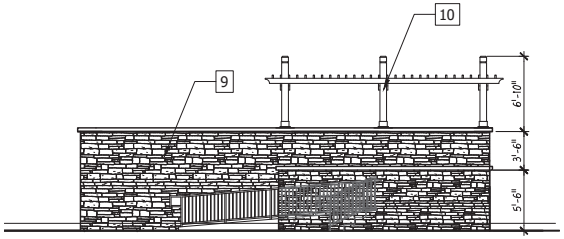
5 A2.5 **TRASH ENCLOS. - FRONT ELEVATION**
SCALE 3/16" = 1'-0"



6 A2.5 **TRASH ENCLOS. - REAR ELEVATION**
SCALE 3/16" = 1'-0"



7 A2.5 **TRASH ENCLOS. - LEFT ELEVATION**
SCALE 3/16" = 1'-0"



8 A2.5 **TRASH ENCLOS. - RIGHT ELEVATION**
SCALE 3/16" = 1'-0"

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. PREFABRICATED CEMENT PANELS
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
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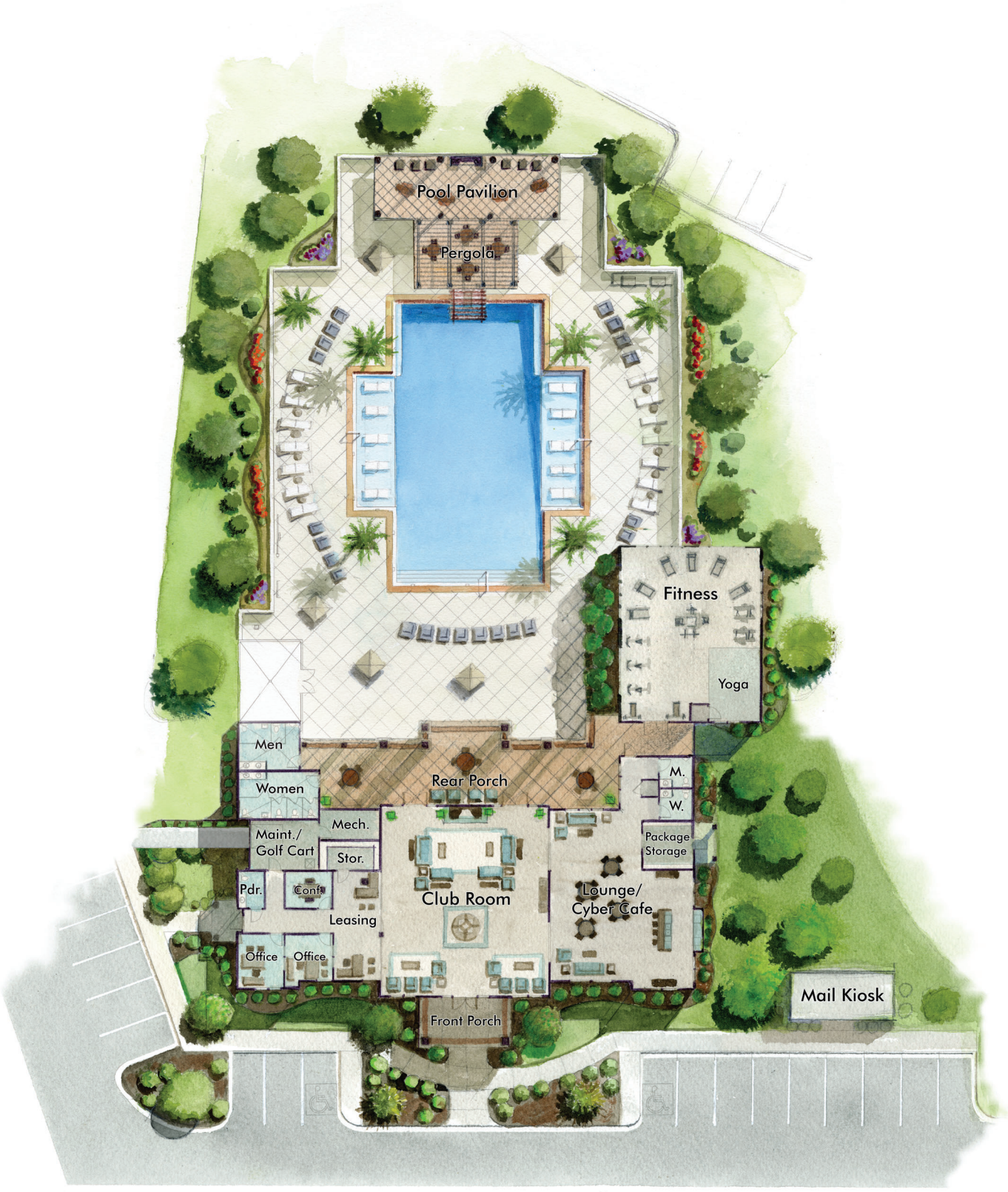
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AN APARTMENT COMMUNITY
FOR
TELLUS PARTNERS
ORMOND BEACH, FLORIDA

JOB NUMBER: E143
DRAWN BY:
CHECKED BY:

BUILDING ELEVATIONS
MAINT. OFFICE & TRASH ENCLOSURE
SHEET NO.
A2.5




Pool Pavilion
Pergola
Fitness
Yoga
Men
Women
Rear Porch
M.
W.
Maint./
Golf Cart
Mech.
Stor.
Package
Storage
Pdr.
Conf.
Club Room
Lounge/
Cyber Cafe
Leasing
Office
Office
Mail Kiosk
Front Porch

VOLUSIA COUNTY SCHOOLS

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

School Adequate Capacity Determination
Finding of Adequate Capacity Letter

December 16, 2022

Mr. Harry Newkirk
Newkirk Engineering
1230 N US Hwy 1, Suite 3
Ormond Beach, FL 32174

RE : Tymber Creek Apartments – City of Ormond Beach
School Capacity Review #22-11-28-001-A

Dear Mr. Newkirk:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the updated information for the proposed Tymber Creek Apartments associated with 19.62+/- acres of property located at or near the intersection of Granada Blvd and N Tymber Creek Rd within Ormond Beach city limits. Proposed project would provide for three hundred (300) multi-family apartment units.

The district uses a county wide Student Generation Rate (SGR) of (0.127) per multi-family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate thirty-nine (39) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.273	0	0
Multifamily Dwelling Unit	0.127	300	39
Manufactured Home Dwelling Unit	0.047	0	0
	Total	**300**	**39**

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	SY 2022/23 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Pathways Elementary	729	114%	No	17
David C. Hinson, Sr. Middle	943	115%	No	10
Halifax CSA (Mainland High)	1,866	105%	No	11
Other				1

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at all school levels. However, the level of service (LOS) standard for elementary and middle school is 115% of permanent capacity and 120% for high school concurrency service areas (CSAs). Because of this, the school district has no objections to the proposed development plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50709.
Sincerely,

Stephanie B. Doster,
Coordinator, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director, Planning and Construction
Steven S. Spraker, Planning Director, City of Ormond Beach
Lisa V. Divina, Volusia County School Board Project File

VOLUSIA COUNTY SCHOOLS

Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Tymber Creek Apartments
VCSB Project #	**22-11-28-001-A**
Jurisdiction Project #	
Parcel ID Numbers	4125-00-00-0221; 4125-00-00-0230
Project Location	Granada Blvd and N Tymber Creek Rd
Potential Residential Units	300 Multi-Family Apartments
Property Owner/Applicant	Harry Newkirk/Newkirk Engineering
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is <u>not</u> being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

Stephanie B. Doster
Coordinator, Planning

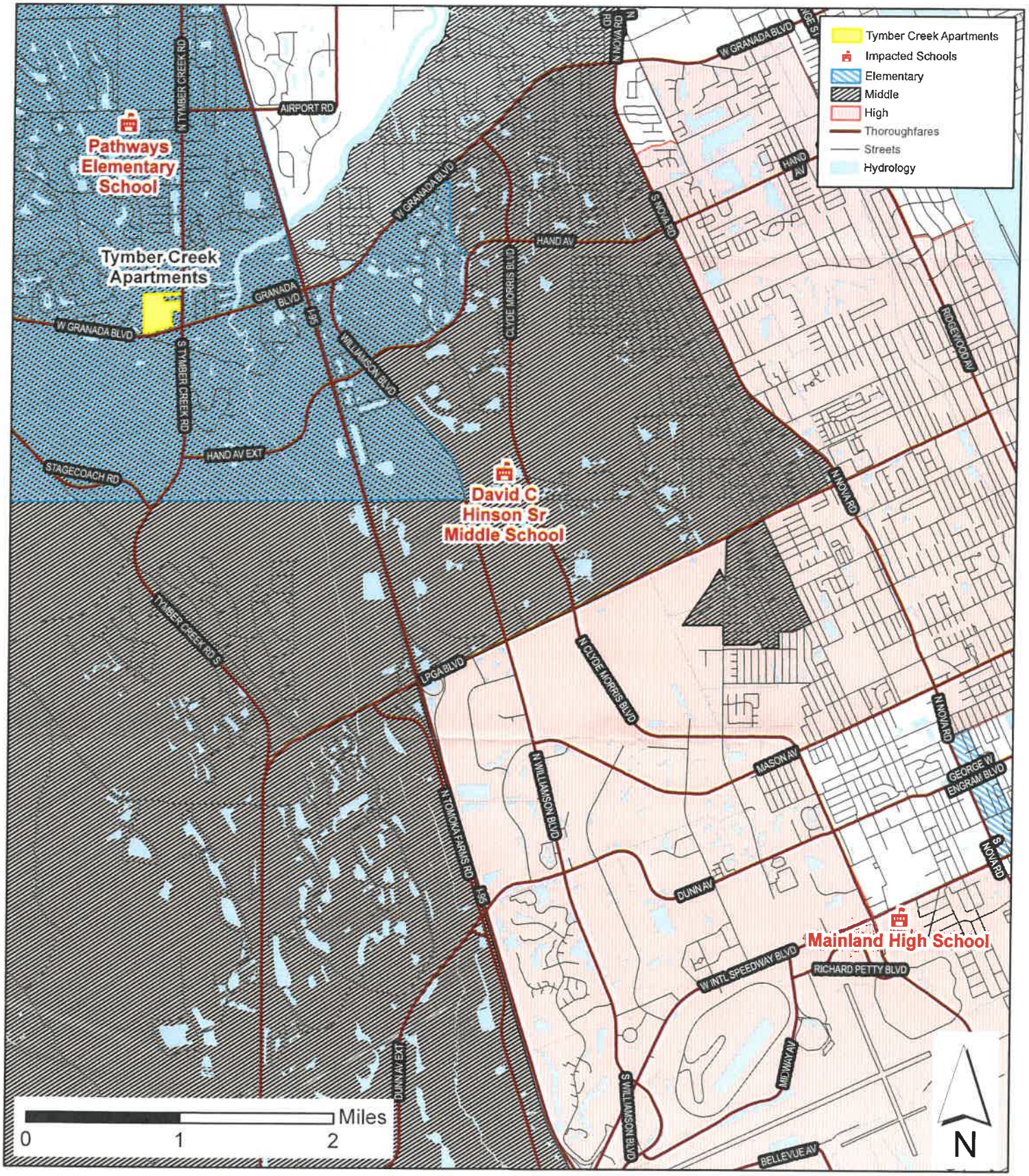
December 16, 2022
Issue Date

VCSB Schools Impacted by Development

School Concurrency Review - Tymber Creek Apartments

VOLUSIA COUNTY SCHOOLS

Created by Facilities Services
December 2022



Correspondence received after Planning Board meeting

From: Julie and Ken Sipes
To: Dauderis, Susan
Cc: Spraker, Steven; Lochert, Taylor
Subject: Petition re: Tymber Creek Apartments
Date: Friday, January 27, 2023 3:42:20 PM
Attachments: image001.png

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Susan,

Our internet is out so the best we could do is take screenshots of the text of the petition and the current number of signers. Note, as of 3:30 pm on 1/26/2023 there were 2,333 signers.

It seems people are still signing, as at least two did within the last hour.

Again — here is the link, if you could provide this in the packet, as well, so interested parties can pull up the petition itself to review the details. It's all public.

https://www.change.org/p/the-mayor-and-city-commission-of-ormond-beach-tymber-creek-apartments

Thank you,
Ken and Julie

On Friday, January 27, 2023, Dauderis, Susan <Susan.Dauderis@ormondbeach.org> wrote:

> Good morning,
>
> We would need this as soon as possible, by end of day today, for it to be part of the packet.
>
> Thank you,
>
> Susan
>
> ---
>
> **From:** Julie and Ken Sipes <cando2ormond@gmail.com>
> **Sent:** Wednesday, January 25, 2023 5:06 PM
> **To:** Dauderis, Susan <Susan.Dauderis@ormondbeach.org>
> **Cc:** Spraker, Steven <Steven.Spraker@ormondbeach.org>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Lochert, Taylor <Taylor.Lochert@ormondbeach.org>
> **Subject:** Re: Petition re: Tymber Creek Apartments

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

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Thank you. Now with the continuance what is the timetable, and by when would you need a pdf of the petition?

On Monday, January 23, 2023, Dauderis, Susan <Susan.Dauderis@ormondbeach.org> wrote:

> Good afternoon Julie and Ken,
>
> We are unable to include this in the packet for tomorrow's City Commission meeting, as the agenda packet has already been published. However, if you provide us with a paper or pdf/electronic copy of what it is that you want provided to the Mayor and Commissioners, we will get it to them.
>
> Thank you,
>
> Susan

Susan Carroll Dauderis, MA

City Clerk, City of Ormond Beach

22 South Beach Street , Ormond Beach, FL 32174

Main: (386) 677-0311 | Direct: (386) 676-3340 | Fax: (386) 676-3330

Susan.Dauderis@ormondbeach.org

www.ormondbeach.org

From: Spraker, Steven <Steven.Spraker@ormondbeach.org>

Sent: Monday, January 23, 2023 7:15 AM
To: 'Julie and Ken Sipes' <cando2ormond@gmail.com>
Cc: Dauderis, Susan <Susan.Dauderis@ormondbeach.org>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>
Subject: RE: Petition re: Tymber Creek Apartments

Good morning,

Thank you for your e-mail. I have forwarded your e-mail to the City Clerk for the City Commission item.

Steven

Steven Spraker, AICP

Planning Director

Planning Department

22 South Beach Street, Room 104

Ormond Beach, FL 32174

Direct Line: 386.676.3341

Department: 386.676.3238

Cell: 386.366.1590

Fax: 386.676.3361

E-mail: Steven.Spraker@ormondbeach.org

From: Julie and Ken Sipes <cando2ormond@gmail.com>
Sent: Friday, January 20, 2023 7:35 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: Partington, Bill <Bill.Partington@ormondbeach.org>; Persis, Susan <Susan.Persis@ormondbeach.org>; Sargent, Travis <Travis.Sargent@ormondbeach.org>; Briley, Harold <Harold.Briley@ormondbeach.org>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Lori.Tolland@gmail.com
Subject: Petition re: Tymber Creek Apartments

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please see below the link for the petition. If you need it printed out, let us know.

If possible, please include this in the packet for the upcoming 1/24 meeting. If it is too late, then please include in the 2nd Reading packet on 2/7. (Hopefully there won't be a second reading.)

Thank you.

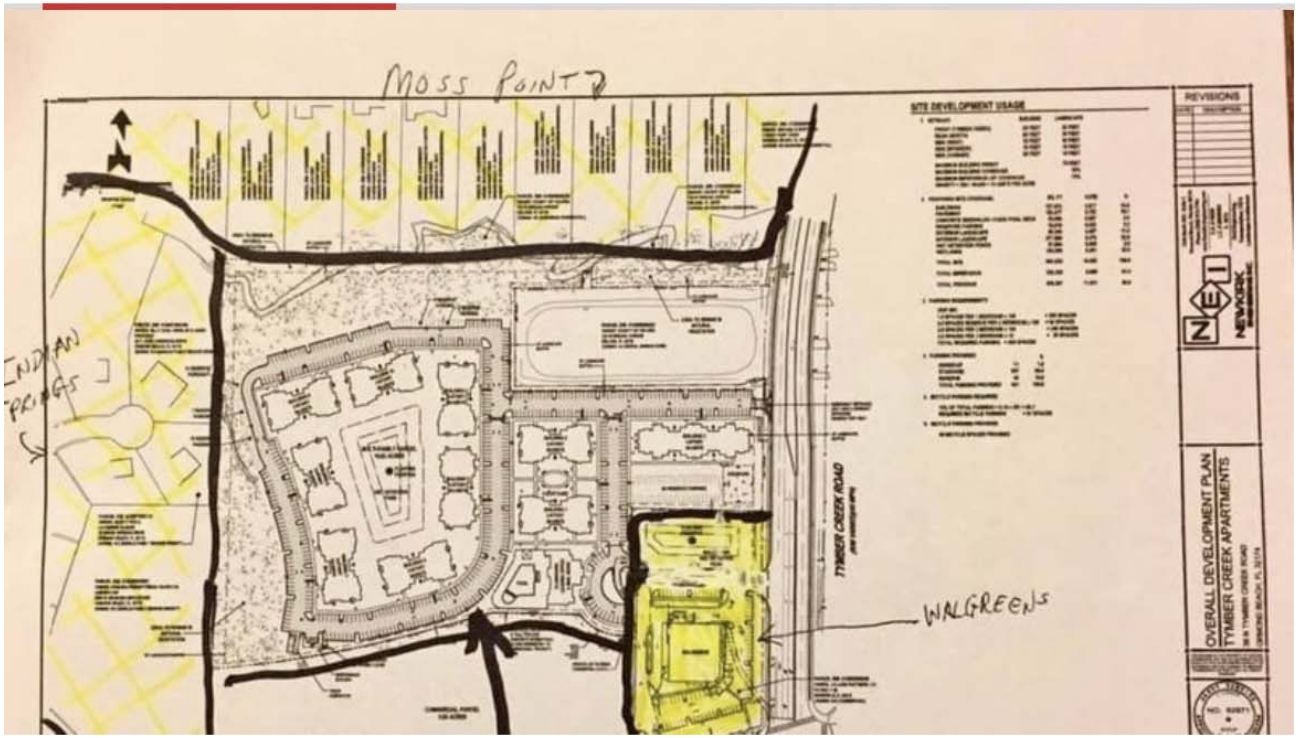
https://www.change.org/p/the-mayor-and-city-commission-of-ormond-beach-tymber-creek-apartments

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change.org

Petition details Comments Updates



TYMBER CREEK APARTMENTS

2,333 have signed. Let's get to 2,500!



Julie Sipes started this petition to The Mayor and City Commission of Ormond Beach

We have major concerns about the impact of the proposed high-density Tymber Creek Apartments located at the northwest of the intersection of West Granada Boulevard and Tymber Creek Road.

This development is not compatible with adjacent established residential areas of single-family homes and will negatively impact these property owners to the north, east, and west.

We are also concerned about the traffic from such a high-density development.

We request that the density be downsized and only single-family homes be permitted.

Furthermore, we request that Low-Impact Development principles be used, rather than wholesale clear-cutting of trees and large retention ponds. We believe it is important to preserve the natural beauty of the land.

From: Anna Hannon
To: Spraker, Steven
Subject: Re: Tymber Creek Apartments (PZ-22-008) - distribution list (05.01.2023)
Date: Monday, May 1, 2023 12:33:36 PM
Attachments: historyofhomerule.pdf

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

About SB 102 so it sounds like the legislature passed a bill to override Home Rule. I don't see how that was even allowed. Home Rule is in the Florida constitution. SB 102 doesn't say that it negates Home Rule does it? I don't see Home Rule even mentioned. I think it's unconstitutional. This was not put on a ballot for the citizens to change the Florida Constitution.

Can you please pass this on to other commissioners and the Mayor and attorney to evaluate? I know Dana McCool a Deltona commissioner is upset about this as well. The state can't just invalidate home rule and take away all of the municipalities authority in favor of developers.

> On May 1, 2023, at 12:08 PM, Spraker, Steven <Steven.Spraker@ormondbeach.org> wrote:
>
> Good afternoon,
>
> The Tymber Creek Apartments project was continued at the April 18, 2023 City Commission meeting until the **Tuesday, May 16, 2023** and **Tuesday, June 6, 2023** City Commission meeting dates, starting at 7 p.m. The City Commission second reading for the project is contingent on the application being approved at the first reading on May 16, 2023.
>
> Additional information on the application is available on the city's website at:
>
> 1. Planning Board report (12/08/2022): https://www.ormondbeach.org/Archive.aspx?AMID=75
> 2. Planning Board minutes: https://www.ormondbeach.org/Archive.aspx?AMID=51
> 3. Development Project Information (**including information on SB102, Live Local Act**): https://www.ormondbeach.org/1015/Tymber-Creek-Apartments
> 4. Public Hearing Advertisements and Notices: https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice

The City Commission agenda and packet are posted the Friday before the agenda date after noon at: www.ormondbeach.org/agenda.

Any comments for inclusion in the City Commission packet may be sent to me at: Steven.Spraker@ormondbeach.org. Please contact me with any questions. Thank you

Steven

Steven Spraker, AICP
Planning Director
<**image001.jpg**>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven
Sent: Monday, April 3, 2023 4:13 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: RE: Tymber Creek Apartments (PZ-22-008) - distribution list (04.03.2023)

Good afternoon,

The Tymber Creek Apartments project has re-submitted an updated site plan for the **Tuesday, April 18, 2023** and **Tuesday, May 2, 2023** City Commission meeting dates, starting at 7 p.m. The City Commission second reading for the project is contingent on the application being approved at the first reading on April 18, 2023.

Additional information on the application is available on the city's website at:

1. Planning Board report (12/08/2022): https://www.ormondbeach.org/Archive.aspx?AMID=75
2. Planning Board minutes: https://www.ormondbeach.org/Archive.aspx?AMID=51
3. Development Project Information (including the 04.03.2023 updated site plan): https://www.ormondbeach.org/1015/Tymber-Creek-Apartments
4. Public Hearing Advertisements and Notices:

https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice

The City Commission agenda and packet are posted the Friday before the agenda date after noon at: www.ormondbeach.org/agenda.

Any comments for inclusion in the City Commission packet may be sent to me at: Steven.Spraker@ormondbeach.org. Please contact me with any questions. Thank you

Steven

Steven Spraker, AICP
Planning Director
<**image001.jpg**>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven
Sent: Monday, March 6, 2023 12:43 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: RE: Tymber Creek Apartments (PZ-22-008) - distribution list (03.06.2023)

Good afternoon,

For your information. The Tymber Creek Apartment project has not submitted any updated or modified plans since the project continuance and **has not** been placed onto any City Commission agenda. I have received some correspondence regarding the status of the project and wanted to provide an update. The following would be submittal dates for future City Commission meetings:

- For the April 18, 2023 City Commission meeting – deadline is April 3, 2023 at noon.
- For the May 2, 2023 City Commission meeting – deadline is April 17, 2023 at noon.

Note that April 4th City Commission was canceled.

Once updated plans are received and the City Commission meetings are scheduled the following would occur:

1. Distribution e-mail would be sent;
2. Update would be posted at: https://www.ormondbeach.org/1015/Tymber-Creek-Apartments;
3. Abutter letters would sent; and
4. Newspaper advertisement would be published.

Please contact me with any questions.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<**image001.jpg**>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven
Sent: Friday, February 3, 2023 1:44 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: RE: Tymber Creek Apartments (PZ-22-008) - distribution list (02.03.2023)

Good afternoon,

The applicant has not submitted any additional site plans or documents since the January 24, 2023 City Commission meeting continuance for the Tymber Creek Apartments project. On January 30, 2023, I received an e-mail indicating that the applicant is going to seek another continuation. No formal request has been provided to city staff to date. Because the Zoning Map Amendment and Issuance of the Development Order agenda items have been advertised, the agenda items are required to be in the City

Commission packet. The City Commission would need to take action on a continuation request if formally made by the applicant at the February 7, 2023 City Commission meeting. Staff did receive additional correspondence regarding a petition and this information has been included as an attachment in the City Commission packet.

The February 7, 2023 City Commission agenda and packet are posted at: www.ormondbeach.org/agenda. Please contact me with any questions. Thank you

Steven

Steven Spraker, AICP
Planning Director
<image001.jpg>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven
Sent: Monday, January 9, 2023 9:30 AM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: RE: Tymber Creek Apartments (PZ-22-008) - distribution list (01.09.2023)

Good morning,

The City Commission meetings for the Tymber Creek Apartments application has been scheduled for **Tuesday, January 24, 2023** and **Tuesday, February 7, 2023**, starting at 7 p.m. The City Commission second reading for the project is contingent on the application being approved at the first reading on January 24, 2023.

Additional information on the application is available on the city's website at:

1. Planning Board report (12/08/2022): https://www.ormondbeach.org/Archive.aspx?AMID=75
2. Planning Board minutes: https://www.ormondbeach.org/Archive.aspx?AMID=51
3. Development Reports: https://www.ormondbeach.org/1015/Tymber-Creek-Apartments

4. Public Hearing Advertisements and Notices: https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice

The City Commission agenda and packet are posted the Friday before the agenda date after noon at: www.ormondbeach.org/agenda.

The Tymber Creek Apartment project team has scheduled time with the Site Plan Review Committee (SPRC) on January 11, 2023 at 10:00am in the Training Room to discuss a concept plan for 164 multi-family units(attached). The SPRC agenda will be posted at: https://www.ormondbeach.org/Archive.aspx?AMID=158 at noon on Tuesday, January 10, 2023. The submittal information is at: https://www.ormondbeach.org/1015/Tymber-Creek-Apartments.

Please contact me with any questions.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<**image001.jpg**>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven
Sent: Monday, November 21, 2022 1:31 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: RE: Tymber Creek Apartments (PZ-22-008) - distribution list (11.21.2022)

Good afternoon,

The Tymber Creek Apartments project has been scheduled for the **December 8, 2022 Planning Board** that starts at 6:00 pm at is held at the City Commission Chambers at 22 South Beach Street. The project submittal is available at: https://www.ormondbeach.org/1015/Tymber-

Creek-Apartments and includes updates made on November 18, 2022 along the boundary of the Indian Springs subdivision (see sheets 17,18). The Planning Board report shall be published on or before December 1, 2022 and will be available at: https://www.ormondbeach.org/224/Planning-Board.

Any interested individual who desires to provide an e-mail/letter/correspondence to be included in the Planning Board packet (please state **For Planning Board** in the subject of the e-mail) can e-mail me the correspondence to Steven.Spraker@ormondbeach.org. All correspondence received on or before November 26, 2022 by 5pm will be included in the packet. Any correspondence after this date will be provided at the Planning Board meeting.

Please contact me with any questions. Thank you

Steven

Steven Spraker, AICP
Planning Director
<**image001.jpg**>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Sent: Wednesday, October 26, 2022 12:59 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: RE: Tymber Creek Apartments (PZ-22-008) - distribution list (10.26.2022)

Good afternoon,

The Tymber Creek Apartments project has re-submitted to the city's Site Plan Review Committee (SPRC). The SPRC comments are due on or before November 9, 2022. The submittal has indicated a desire to be placed on the **December 8, 2022 Planning Board** meeting agenda. A final decision on placement on the Planning Board agenda will occur after the SPRC review. The project submittal is available at: https://www.ormondbeach.org/1015/Tymber-Creek-Apartments.

In order to provide sufficient time for input, any interested individual who desires to provide an e-mail/letter/correspondence to be included in the Planning Board packet (please state **For Planning Board** in the subject of the e-mail) can e-mail me any correspondence at Steven.Spraker@ormondbeach.org. All correspondence received on or before November 23, 2022 will be included in the packet. Any correspondence after this date will be provided at the Planning Board meeting.

Please contact me with any questions.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<**image001.jpg**>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven
Sent: Friday, July 29, 2022 3:10 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: FW: Tymber Creek Apartments (PZ-22-008) - distribution list (07.29.2022)

Good afternoon,

For your information, The Tymber Creek Apartments project has submitted to the Site Plan Review Committee today. Information on the project submittal is available at: https://www.ormondbeach.org/1015/Tymber-Creek-Apartments. No Planning Board date has been set to date.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<**image001.jpg**>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven <>
Sent: Thursday, July 14, 2022 8:32 AM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: Community Development <ComDev@ormondbeach.org>
Subject: FW: Tymber Creek Apartments (PZ-22-008) - distribution list (07.14.2022)

Good morning,

For your information, The Tymber Creek Apartments project has submitted to the Site Plan Review Committee since the neighborhood meeting. Information on the project is available at: https://www.ormondbeach.org/1015/Tymber-Creek-Apartments.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<**image001.jpg**>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven <>

Sent: Wednesday, May 25, 2022 12:28 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: Community Development <ComDev@ormondbeach.org>
Subject: RE: Tymber Creek Apartments (PZ-22-008) - distribution list (05.25.2022)

Good afternoon,

Please find attached a neighborhood meeting notice for the Tymber Creek Apartments project. The notice states that Mark A. Watts, Esquire shall conduct a neighborhood meeting associated with a Planned Business Development zoning map amendment for the land located at 36 Tymber Creek Road and a portion of 2011 West Granada Boulevard. The neighborhood meeting shall be held on **Wednesday June 8, 2022 starting at 6:00 p.m. at the Coquina Presbyterian Church, located at 2085 West Granada Boulevard, Ormond Beach 32174**. The developer intends to develop the property as a multi-family planned residential development project.

As a reminder, the project submittals have been posted on the city website at: https://www.ormondbeach.org/1015/Tymber-Creek-Apartments.

Please contact me with any questions. Thank you

Steven

Steven Spraker, AICP
Planning Director
<**image001.jpg**>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven <>
Sent: Wednesday, April 13, 2022 3:54 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: Community Development <ComDev@ormondbeach.org>
Subject: RE: Tymber Creek Apartments (PZ-22-008) - distribution list (04.13.2022)

Good afternoon,

The city Site Plan Review Committee (SPRC) has received a second site plan submittal from the Tymber Creek Apartments project (PZ-22-008). The resubmittal is available at: https://www.ormondbeach.org/1015/Tymber-Creek-Apartments. Please contact me with any questions. Thank you

Steven

Steven Spraker, AICP
Planning Director
<**image001.jpg**>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven
Sent: Tuesday, December 7, 2021 3:35 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: Community Development <ComDev@ormondbeach.org>
Subject: Tymber Creek Apartments (PZ-22-008) - distribution list

Good afternoon,

The city Site Plan Review Committee (SPRC) has received a site plan submittal from the Tymber Creek Apartments project (PZ-22-008). Based on the lack of a re-submittal, the previous Tymber Creek Apartments project (PZ-20-063) was expired by the Site Plan Review Committee.

The current application is considered a new application and would be required to conduct a neighborhood meeting. Attached is a flowchart of the application process. No dates for the neighborhood meeting, Planning Board, or City Commission meetings have been set. Staff will provide additional updates on the city's website and via this distribution list. The project information (12.06.2021 submittal) is on the city website at: https://www.ormondbeach.org/247/Development-Projects under residential projects.

If you do not wish to be on this distribution list, please respond **STOP** and staff will remove your e-mail address from the list. Please contact me with any questions. Thank you

Steven

Steven Spraker, AICP
Planning Director
<image001.jpg>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Understanding Florida's Home Rule Power

History



The U.S. Constitution makes no mention of the powers related to local governments – the 10th Amendment reserves those powers to the state. During the 18th century, cities, counties and parishes across the nation derived their powers from their state constitutions, and these local governments relied upon their respective state legislatures for all powers. This was upheld in an 1860's court case, called "Dillon's Rule," which held for most states through the end of the 1800s.

An example of the difficulty in a non-Home Rule era would be the issue of traffic control signs: if a city wished to erect signs related to traffic control (horses, wagons, and the newly created automobiles), the city first had to obtain state permission through a special act, or general law of local application. Cities and counties might seek this permission jointly, or by population category ("all cities over 10,000 in population shall…" but still had to petition their legislators for these bills during each legislative session. It was not uncommon in Florida for more than 2,000 special acts to be filed in a session during this era.

In the early 1900s, however, states began to adopt "Home Rule" provisions in which cities and counties were allowed to enact ordinances at the local level without state "blessing" – or without the enactment of special acts, general laws of local application, or similar measures.

In Florida, Home Rule language was proposed in the 1968 Constitutional revision, and was adopted by the people. After several legal challenges, the Legislature adopted the Home Rule Powers Act in 1973, which ended challenges related to city and county powers. The Florida Constitution states in Article VIII, Section 2(b) for municipalities:

"Municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise power for municipal purposes except as otherwise provided by law."

These powers do not extend to fiscal Home Rule: the state reserves all taxing authority unto itself.

Application

The most precious powers a city in Florida has are its Home Rule powers. The ability to establish its form of government through its charter, and to then enact ordinances, codes, plans and resolutions without prior state approval is a tremendous authority. To further be able to enforce them "at home" and to make necessary changes as a city grows is a great reflection of the trust that citizens have in their respective city leaders.

Of course, city laws cannot conflict with state or federal laws. In the metropolitan Miami-Dade County government and in certain chartered county governments, some municipal ordinances and processes are subject to county review. However, for most of Florida's 412 municipalities, Home Rule powers ensure that the cities are effectively and efficiently providing for the wishes of their citizens.

STAFF REPORT

City of Ormond Beach
Department of Planning

MEETING DATE: December 8, 2022

SUBJECT: Tymber Creek Apartments, **Issuance of a Development Order**

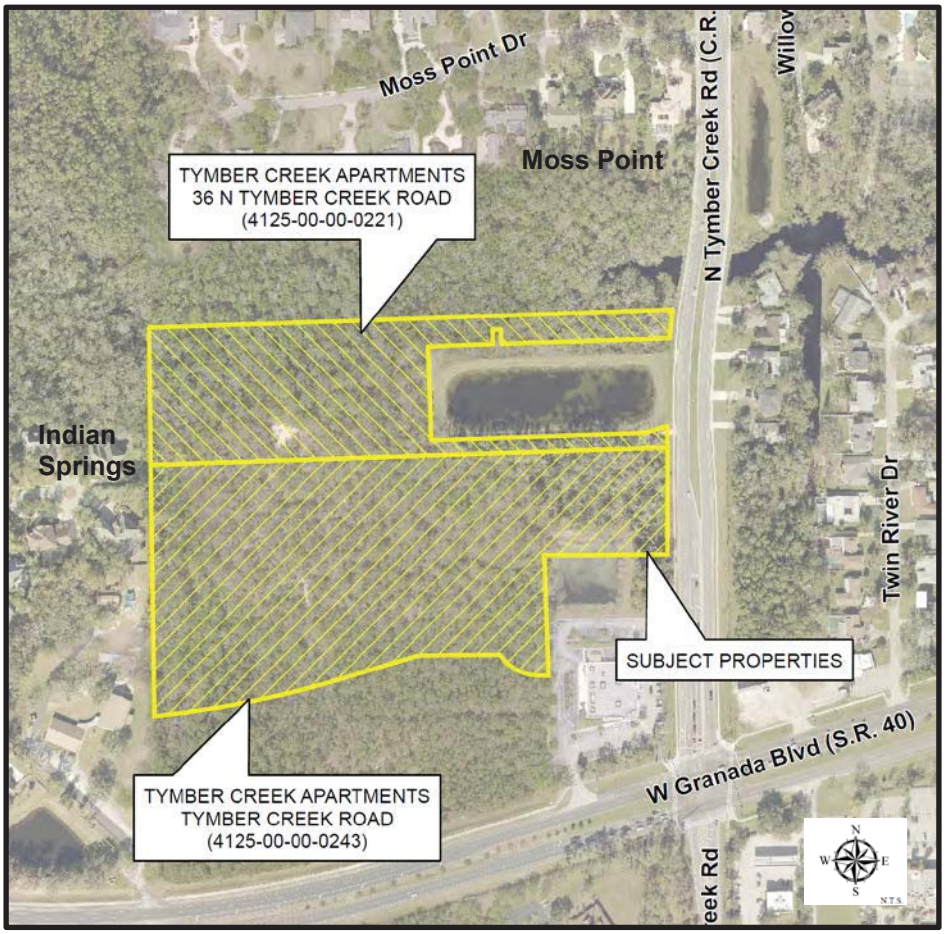
APPLICANT: VCP Ormond Beach II, LLC

NUMBER: PBD-2022-008(B)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is a request from Nika K. Hosseini, Esquire, Cobb Cole, on behalf of the property owner, VCP Ormond Beach II, LLC, for the issuance of a development order. The Tymber Creek Apartments Planned Business Development seeks to allow the construction of 300 multi-family residential units and associated site improvements on 19.62 acres. The subject property is located at 36 North Tymber Creek Road and 2011 West Granada Boulevard. The subject property is shown below.

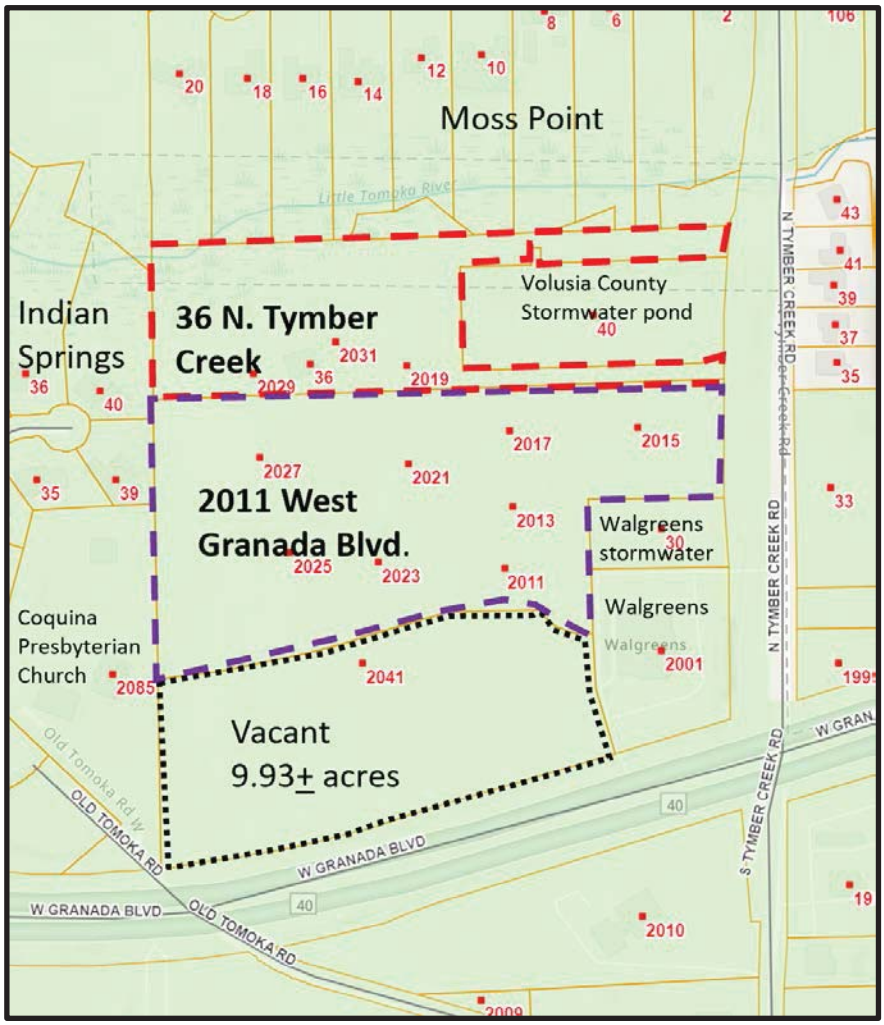
EXHIBIT 1: Project location, 36 North Tymber Creek Road and 2011 West Granada Boulevard



SECTION 2, BACKGROUND: The subject property consists of two parcels at 36 North Tymber Creek Road and 2011 West Granada Boulevard. The property at 36 North Tymber Creek Road is 6.40 acres and was annexed into Ormond Beach on May 26, 2020 with Ordinance 2020-17. On January 5, 2021, a Comprehensive Plan land use map amendment was approved with Ordinance 2020-56 to assign a city land use designation to 36 North Tymber Creek Road. The land use designation was amended from Volusia County "Environmental System Corridor" (ESC) to City of Ormond Beach "Open Space/Conservation" (OS/C) and Volusia County "Urban Low Intensity" (ULI) to Ormond Beach "Residential, Office, Retail" (ROR). No Ormond Beach zoning has been assigned to 36 North Tymber Creek Road and the assignment of zoning is the purpose of this application. The property at 2011 West Granada Boulevard has a land use classification of "General Commercial" and a zoning designation of B-8, Commercial.

Exhibit 2 shows the land area around the proposed Tymber Creek Apartments. The subject property proposes site access through the approximately 9.93-acre property at 2041 West Granada Boulevard that is currently vacant. The property at 2041 West Granada Boulevard has a "General Commercial" land use designation and a B-8, Commercial zoning classification. Walgreens is located at 2001 West Granada Boulevard and 30 North Tymber Creek Road (stormwater pond).

EXHIBIT 2: Abutting land area to Tymber Creek Apartments



There is a Volusia County stormwater pond located at 40 Tymber Creek Road. To the north of the subject property, there is the Moss Point subdivision. To the west of the subject property, there is Coquina Presbyterian Church and the Indian Springs subdivision.

The following are the abutting uses to the subject properties:

EXHIBIT 3: Abutting land use and zoning designations

Land Use and Zoning Designations of Adjacent Property			
Direction	**Current Land Uses**	**Future Land Use Designation**	**Zoning Classification**
North	Volusia County detention pond and Moss Point	"Open Space/Conservation" and "Suburban Low Density Residential"	SE, Special Environmental & SR, Suburban Residential
South	Vacant land and across SR40, Faith Lutheran Church and Riverbend Church	"General Commercial" "Public/Institutional" and "Suburban Low Density Residential"	B-8 (Commercial) & SR, Suburban Residential
East	Across Tymber Creek Road: Vacant Commercial and Single-Family Residential	"General Commercial" & Volusia County "Low Medium Intensity"	B-8 (Commercial) & Volusia County R-4, Urban Single-Family Residential
West	Coquina Presbyterian Church & Indian Springs	"Open Space/Conservation" & "Public/Institutional" and "Low Density Residential"	R-3, Single Family Medium Density

Project description: The project seeks to allow 300 multi-family residential units and associated site improvements. The applicant has provided site plans (ATTACHMENT 7) for the project and a summary (ATTACHMENT 6) of the project. Below is a summary of the project. The items listed in **bold** are items that require the issuance of a development order for the Planned Business Development

1. The site is approximately 19.62 acres. Site maps are included in ATTACHMENT 2
2. Land use density allowed = 471 residential units (28.72 units per acre).
3. Zoning density allowed = 164 units (10 units per acre).
4. **Tymber Creek Apartments density requested = 300 residential units (18.29 units per acre).** The Planned Business Development is required to obtain the density allowed by the land use which is over the zoning density standard of 10 units per acre.
5. Total site impervious area = 39.5%. Allowed impervious area = 75%.

6. Total pervious area = 60.5% including wetlands, natural areas and landscape areas.
7. The project access is proposed through a master access point on West Granada Boulevard (see sheets 21-23, ATTACHMENT 7) that will serve multiple uses including the existing Walgreens. The existing master access point for the commercial uses has an approved site plan to shift to the west from the existing Walgreens access point, in accordance with the approved Florida Department of Transportation permit. The project has been issued Florida Department of Transportation permits that are enclosed in ATTACHMENT 5.
8. Along Tymber Creek Road, the project proposes an emergency access only access point. The emergency access point is designed to allow access from fire station #94. The emergency access point would not allow general traffic to access Tymber Creek Road. The access point to Walgreens will remain unchanged. Based upon the connectivity of the overall parcels, individuals of the Tymber Creek Apartments could access Tymber Creek Road through the Walgreens parking lot. The project is required to install a right-hand turn lane on Tymber Creek Road into the Walgreens project (see sheet 24, ATTACHMENT 7)
9. There are ten (10) residential buildings. The buildings each have 30 units with the exception of building five that has 24 units and building three that has 36 units.
10. Buildings 1, 2, 3, 4, 6, 7, 8 and 9 are 162 linear feet. Building 5 is 175 linear feet. Building 10 is 249 linear feet. **Section 2-57(22)(c) of the Land Development Code requires a Planned Development for any building length exceeding 180 linear feet.**
11. **The proposed building height is 39’3” for the multi-family buildings.** The B-8, Commercial allowed building height is 30’. Section 2-36(d)(3) of the Land Development Code: states, “Height limits may exceed that allowed by district regulations by a maximum of fifteen feet (15'), provided that the structure is so located as to not have an adverse impact on adjoining properties, particularly single-family homes.” The application is seeking a building height of 39’3”.
12. The project proposes a clubhouse with a clubroom, fitness area, and lounge. The clubhouse is next to the project’s pool.
13. The project has 2.40 acres of wetlands. The project impacts are 0.14 acres or 5.7% of the wetland area. The area of wetlands remaining is 2.26 acres. The project has obtained a St. Johns River Water Management District permit for wetlands and stormwater (see ATTACHMENT 4).
14. The city’s Land Development Code requires an average setback of 75 feet from the wetland line. Sheet 86, ATTACHMENT 7 shows the additional wetland setback (over the required St. Johns River Water Management District 25’ wetland setback). The total land area preserved in a conservation easement is 5.04 acres.
15. The landscape buffers required for this project are 20’ foot landscape buffers for the north, west & east sides of this parcel. The north landscape buffer proposed along the Moss Point subdivision in the north western portion varies from 195’ to 130’ and narrows to 70’ in the northeastern portion of the buffer. The proposed west landscape buffer varies from 140’ to 57’ feet. The proposed east landscape

buffer along Tymber Creek Road is 20' feet. The south landscape buffer that abuts the future commercial parcel requires a 6' foot landscape buffer and a 10' buffer is being proposed. The landscape buffers around the Walgreens pond to the north requires a 6' foot which is shown, the west landscape buffer requires a 6' foot and a 10' foot is being proposed. The landscape buffers around the Volusia County pond to the north, west and south sides require a 6' foot buffer and a 11'-6" foot is being proposed.

16. There are 7 historic trees on-site (4 Bald Cypress & 3 Live Oaks) all of which are being saved.
17. The site requires that fifteen percent of the site is designated for tree preservation. Fifteen percent of the total gross area is 2.94 acres. The project provides 4.99 acres of proposed tree preservation which includes the north and west areas of the site.
18. The anticipated average daily potable water and sewer flow rates are 108,960 gallons per day for water and 95,277 gallons of sewer. There is adequate water and sewer capacity to serve the project. The utility plans (sheets 43, 44, ATTACHMENT 7) show the construction of a public lift station to serve this use and other uses at 2041 West Granada Boulevard.
19. Stormwater management is provided by a proposed storm drain system routed to an interconnected StormTech exfiltration and dry retention (pre-treatment) to wet detention pond system. The comparison between the Pre/Post runoff shows the reduction of both rate of flow and volume of flow in accordance with the City of Ormond Beach regulations. The project has received a Saint Johns River Water Management District permit for the project stormwater system (See ATTACHMENT 4)
20. The project includes a dog park, pool area and an amenity area.
21. The project has fencing as follows:
    A. Decorative aluminum open style, 6' high: along Tymber Creek Road, Volusia County stormwater pond, entrance road.
    B. PVC vinyl, 6' high: along interface of north wetland area ("Open Space/Conservation" area) and portion of area abutting Coquina Presbyterian Church.
    C. Masonry wall, 6' high: Along area of Indian Springs, including on top of the retaining wall and abutting the future commercial area of 2041 West Granada Boulevard.

    Fencing screen wall and retaining wall details on Sheets 36, 36.1, and 36, ATTACHMENT 7.
22. The project abuts West Granada Boulevard (Florida Department of Transportation roadway) and Tymber Creek Road (Volusia County roadway). The Florida Department of Transportation roadway permits have been approved (see ATTACHMENT 5).
23. The project has submitted a series of traffic studies (see ATTACHMENT 5). A summary of the traffic studies is provided in the conclusion section of this report. The original traffic study included full access from Tymber Creek Road and an

analysis of the traffic impacts of the property at 2041 West Granada Boulevard. As the project developed, access onto Tymber Creek was restricted to emergency access only and the project only accesses West Granada Boulevard with a right in and right-out access point. The existing Walgreens access point is planned to be moved to the west and expanded to serve Tymber Creek Apartments, Walgreens, and the future commercial development at 2041 West Granada Boulevard.

An updated 2022 traffic analysis was required. This analysis included a review of the U-turn movements for individuals who were seeking to go east bound on West Granada Boulevard. The traffic analysis included the turning movements for the Riverbend Academy school expansion. The traffic impact analysis demonstrated that the residential use generates less trips than a commercial use and that the project meets concurrency requirements. The Florida Department of Transportation has issued permits for the project to access West Granada Boulevard (ATTACHMENT 5).

24. Sheet 88, ATTACHMENT 7 provides a distance exhibit of the proposed multi-family structures to existing residential structures.
25. Phasing (see Sheet 16 of ATTACHMENT 7) of project may be approved by the SPRC as a minor modification to the development order. The SPRC may allow Certificate of Occupancy for individual buildings that re completed in terms of building and site improvements and the reminder of the site is protected for construction activities.
26. The development order would contain hours of allowable outdoor construction of 7 a.m. to 7 p.m., Monday through Saturday.
27. The Planned Business Development would incorporate the uses and dimensional standards of the B-8, Commercial zoning district.

Project process: The Planned Business Development is reviewed and acted upon as two separate actions (1) zoning map amendment and (2) issuance of a development order. The two actions will be discussed together at the public hearing and require separate votes. The project has the following approval process:

1. **Site Plan Review Committee (SPRC).** The Site Plan Review Committee is comprised of city departments who review site plan applications for consistency with the Land Development Code and Comprehensive Plan. This committee provides a technical review of development submittals.
2. **Neighborhood meeting.** The Land Development Code requires a neighborhood meeting where a project abuts a residential zoning district. The neighborhood meeting was conducted on June 8, 2022 and is summarized in the analysis section of this report.
3. **Planning Board.** The Planning Board conducts one public hearing for a zoning map amendment and issuance of a development order. The Planning Board provides a recommendation to the City Commission. Applications, whether recommended for approval or denial, are forwarded to the City Commission for action. The Planning Board is appointed by the City Commission. The Planning Board in its recommendation is required to consider the following:

a. Application submitted by the applicant;
b. Staff report;
c. Written correspondence provided;
d. Testimony presented at the public hearing; and
e. Criteria for rezonings and issuance of a Development Order.

4. **City Commission.** The City Commission is an elected body that provides the final action on zoning map amendments and issuance of development orders. The tentative City Commission dates for this project are January 24, 2023 and February 7, 2023. Section 1-18(e) of the Land Development Code requires the City Commission to consider:

   a. Report and recommendation of the site plan review committee and the planning board.
   b. Report and recommendation of other city departments and advisory boards, as appropriate.
   c. Comments of governmental agencies, utility corporations and individuals, as received.

   Section 1-18 of the Land Development Code also provides the review criteria for development orders listed in the analysis section of this report.

The following exhibit displays the project's history to date:

EXHIBIT 4: Application process

PZ-20-63		
Action	**Date**	**Notes**
1st SPRC submittal	June 25, 2020	SPRC review: July 13, 2020
2nd SPRC submittal	October 13, 2020	SPRC review: November 24, 2020
3rd SPRC submittal	November 30, 2020	SPRC review: December 22, 2020
Neighborhood meeting	December 3, 2020	600' mail radius; newspaper ad
Expired	September 22, 2021	

Project PZ-20-63 expired based on lack of a re-submittal to the Site Plan Review Committee (SPRC) with a specified time period. The project was re-submitted and became PZ-22-008.

PZ-22-008		
Action	**Date**	**Notes**
1st SPRC submittal	December 7, 2021	SPRC review: December 26, 2021
2nd SPRC submittal	April 12, 2022	SPRC review: April 28, 2022
Neighborhood meeting	June 8, 2022	600' mail radius; newspaper ad
3rd SPRC submittal	June 9, 2022	SPRC review: June 23, 2022
4th SPRC submittal	July 12, 2022	SPRC review: July 22, 2022
5th SPRC submittal	July 29, 2022	SPRC review: August 24, 2022
6th SPRC submittal	October 25, 2022	SPRC review: November 22, 2022
Planning Board:	November 10, 2022	300' mail radius; newspaper ad; site posting

PZ-22-008		
Action	Date	Notes
City Commission, 1st	January 24, 2023	300' mail radius; newspaper ad
City Commission, 2nd	February 7, 2023	newspaper ad
SPRC final review	To be determined	

The project has also been posted on the city website under the Planning Department at: (1) Development Reports, https://www.ormondbeach.org/1015/Tymber-Creek-Apartments and (2) Public Hearing Advertisements and Notices, https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice.

Multi-family development in Ormond Beach

Staff's research has identified the following multi-family uses, ten (10) units or over, within the City of Ormond Beach:

EXHIBIT 5: Existing multi-family units (10 units and over)

Address	Name	Year Built	Number
84 S. Beach Street	Rio Robles Apartments	1971	26
450 Tomoka Avenue	Tomoka Garden	1973	16
500 Shadow Lakes	Shadow Lakes Apartments	1973	184
125 South Orchard Street	Orchard Garden	1974	30
1 Tomoka Meadows Boulevard	Ormond Beach Apartments	1975	10
140 Lincoln Avenue	Ormond Shores Apt.	1981	26
420 Lakebridge Drive	Oaks of Lakebridge	1984	170
1088 W. Granada Boulevard	Fisherman's Landing	1985	154
875 Wilmette Avenue (450 & 469 Lakebridge)	Willow Pond	1988	162
664 South Nova Road	Prince of Peace	1996	70
1500 San Marco Drive	San Marco *(annexed)*	2002	260
600 Crowne Commerce Court	Reserve at Ormond Beach *(annexed)*	2002	272
100 Hamilton Circle	Bermuda Estates	2004	344
765 West Granada Boulevard	Olive Grove	2010	88
570 Sterthaus Drive	Madison Glenn	2010	96
		TOTAL UNITS	**1,908**

Below, is a list of the existing multi-family condominiums within the City of Ormond Beach:

EXHIBIT 6: Existing condominiums

Address	Name	Year Built	Units
815 Ocean Shore Boulevard	Ormond Holiday Club	1969	40
915 Ocean Shore Boulevard	Shoreham	1970	56
89 South Atlantic Avenue	89 Oceanfront	1971	95
855 Ocean Shore Boulevard	Ocean Club North	1971	46
65 Seton Trail	Seton Court Condo	1971	26
935 Ocean Shore Boulevard	Bent Palm Club	1972	41
111 South Atlantic Avenue	Atlantis	1972	51
640 North Nova Road	Tomoka Oaks North Condo	1973	90
60 Vining Court	Sixty Vining CT Condo	1979	16
55 Vining Court	Fountain Square Condo	1980	40
1 Tomoka Oaks Boulevard	Escondido	1981	40
395 South Atlantic Avenue	Tidesfall	1981	55
901 South Atlantic Avenue	Aliki Atrium	1981	27
60 North Halifax Drive	Club View Villas	1984	16
203 Orchard Street	Thousand Oaks Condo	1984	54
20 Tomoka Avenue	River Bridge	1985	22
20 Tomoka Avenue	River Bridge	1985	22
596 North Nova Road	Baymeadows	1985	12
671-689 Wellington Station	Wellington Station *(annexed)*	1986	72
1 John Anderson Drive	Ormond Heritage	1994	156
875 Sterthaus Drive	Ormond Renaissance Condo	2017	28
		TOTAL UNITS	**983**

The most recent multi-family developments were constructed in 2010 with Olive Grove (tax credit housing), Madison Glen (senior housing) and Ormond Renaissance Condo (one building). There have also been townhome developments that has been less than 10 units per acre that include the Gardens of Addison (56 units), Ormond Grande (60 units) and the Cupola (12 units).

On August 3, 2022, the City Commission authorized Ordinance 2022-19 that approved a maximum of 312 residential units for the Regal Multi-Family project at 215 Williamson Boulevard. Prior to 2022, the Ormond Renaissance Condominiums was approved with Ordinance 2015-19 on May 5, 2015 for 286 multi-family units. Ormond Renaissance Condominiums has constructed one (1) of the ten (10) buildings with 252 units remaining. Staff is aware of the multi-family development that has occurred within neighboring jurisdictions and Volusia County.

The rate of growth within Ormond Beach is a key Planning item. Staff maintains the table below that includes the number of platted single-family homes, population growth, and permits. The population growth from 2010 to 2020 (census dates) was 4,943 or 1.3% per year. Residential permitting has decreased as the city nears a build out condition. The annexation of lands in the Interlocal Service Boundary Agreement area has provided the city zoning and permitting control of land areas that were in Volusia County (Plantation Oaks and RidgeHaven subdivisions) for residential development.

EXHIBIT 7: Ormond Beach population and permitting information

Year	Population [1]	Percentage Change	SFH lots platted - recorded [2]	SFH Permits [3]	MF units Permits [3]	Manufacture & Mobile Home Permits [3]
1980	**21,436**	No data	2,442	No data	No data	No data
Totals (1980-1989):			**2,442**	**No data**	**No data**	**No data**
1990	**31,460**	No data	322	No data	No data	No data
1991	No data	No data	299	No data	No data	No data
1992	No data	No data	172	No data	No data	No data
1993	No data	No data	0	167	0	6
1994	No data	No data	28	166	167	2
1995	No data	No data	207	175	0	28
1996	32,426	No data	328	198	0	62
1997	34,038	4.97%	252	228	16	104
1998	34,791	2.21%	129	245	31	93
1999	36,000	3.48%	215	270	4	132
Totals (1990-1999):			**1,952**	**1,449**	**218**	**427**
2000	**36,301**	0.84%	192	212	0	118
2001	37,000	1.93%	64	230	0	115
2002	37,603	1.63%	210	261	4	104
2003	38,325	1.92%	241	306	2	111
2004	39,000	1.76%	301	327	344	41
2005	39,683	1.75%	0	196	0	7
2006	40,294	1.54%	51	113	0	5
2007	40,941	1.61%	65	43	0	7
2008	40,920	-0.05%	89	84	0	1
2009	40,832	-0.22%	48	61	0	1
Totals (2000-2009):			**1,261**	**1,833**	**350**	**510**
2010	**38,137**	-6.60%	0	83	184	3
2011	38,376	0.63%	0	43	0	1
2012	38,612	0.61%	0	35	0	1
2013	38,557	-0.14%	0	84	0	1
2014	39,246	1.79%	47	105	0	1
2015	40,013	1.95%	49	138	0	0
2016	40,360	0.87%	103	150	0	0
2017	40,716	0.88%	137	158	0	0
2018	41,134	1.03%	0	66	43	0
2019	41,284	0.36%	166	49	41	0
Totals (2010-2019):			**502**	**911**	**268**	**7**
2020	**43,080**	4.35%	5	134	4	7
2021	44,046	2.24%	138	135	18	7
2022 [4]	44,671	1.42%	0	45	54	20
Totals (2020-2029):			**143**	**314**	**76**	**34**

Notes:

(1) Population estimates from University of Florida Business of Economic and Business Research. 1980, 1990, 2000, 2010 in **bold** are from the U.S. Census.

(2) SFH lots plats are taken from the Volusia County Clerk of Court website, http://app02.clerk.org/or_plats/

(3) Single-Family, multi-family, manufactured and mobile home permits from the Ormond Beach Building Department.

(4) 2022 permitting information as of November 25, 2022.

SECTION 3, ANAYSIS:

Within the Land Development Code there are threshold trigger points that require projects to obtain approval through a public hearing. The philosophy of the Land Development Code is to allow the Site Plan Review Committee, a technical committee of city staff, to review and approve permitted uses. Projects that trigger thresholds are required to be reviewed by the Site Plan Review Committee, Planning Board and City Commission. There are many trigger thresholds within the Land Development Code. The Tymber Creek Apartments have three (3) trigger thresholds within the project submittal as follows:

1. Density. The zoning density allows 10 units per acre and the land use density allows more units per acre. The request for the additional density is not a waiver/variance, but does require a public review and an analysis of the development order criteria.
2. Building height: The Planned Business Development allows additional height over the 30' allowed by the zoning district. The request for the additional building density is not a waiver/variance, but does require a public review and an analysis of the development order criteria.
3. Building length of building 10: The conditional use criteria for dwelling, multifamily requires a Planned Business Development for buildings over 180 linear feet. The request for the building length is not a waiver/variance, but does require a public review and an analysis of the development order criteria.

Planned Business Development:

According to Chapter 2, Article II, Section 2-36 of the Land Development Code, the purpose of the Planned Business Development zoning district

> "is to establish regulatory standards for controlling the location of comprehensively planned business centers accessible to arterial roadways. The PBD is intended to incorporate a flexible management policy which incorporates urban design amenities, including streetscape improvements, and fosters innovative master planning in the design and development of commercial centers. The PBD district provides a diversified mix of permitted, conditional, and special land uses and higher standards of land planning and site design than are available under conventional zoning categories."

One goal of the Planned Business Development is to "provide for a coherent and visually attractive physical environment through the creation of focal points and vistas, as well as coordination and consistency of architectural styles, landscaping designs and other elements of the building environment."

Reason for a Planned Business Development amendment:

1. Density. The project density is a key component of the application. The land uses of the project allow the following density:

EXHIBIT 8: Comprehensive Plan density

Land Use Designation	Acres	Land use allowed density	Maximum number of units allowed
"Open Space/ Conservation"	3.2	0	0
"Residential, Office, Retail"	3.2	15	48
"General Commercial"	13.22	32	423
TOTALS	**19.62**	**NA**	**471**

The zoning designations would allow ten (10) units an acre or 164 residential units. The last major revision to the city's zoning districts occurred in 2009. The amendments allowed the Site Plan Review Committee (SPRC) to approve development that was at a density of ten (10) units per acre or less. Any development that sought a density higher than ten (10) units per acre would need to obtain a Planned Development designation. The Planned Development is a public hearing that allows public notice and an opportunity for a Planning Board recommendation and City Commission action. The request for the additional density is not a waiver/variance, but does require a public review and an analysis of the development order criteria.

2. Building height: Section 2-36(d)(3) of the Land Development Code:

> (3) *Building height.* Height limits may exceed that allowed by district regulations by a maximum of fifteen feet (15'), provided that the structure is so located as to not have an adverse impact on adjoining properties, particularly single-family homes. This additional height allowance will not be awarded for any portion of a structure located within fifty feet (50') of a single-family home or for a vacant site in a zoning district designed primarily for such use. In no case shall any building height exceed seventy-five feet (75') when measured from the average median lot elevation to the highest point of any structure and/or attached services.

The proposed building height is 39'3" for the multi-family buildings. Sheet 88, ATTACHMENT 7 shows the distance from single-family homes to the multi-family buildings. For the two single-family homes within Indian Springs the distance between structures is shown as 176' and 218'. For single-family homes with Moss Point, the distance between structures is shown as 624', 592, 577', 534', 619', and 557'.

28. Building Length. Buildings 1,2,3,4,6,7,8 and 9 are 162 linear feet. Building 5 is 175 linear feet. Building 10 is 249 linear feet. Section 2-57(22)(c) of the Land Development Code requires a Planned Development for any building length exceeding 180 linear feet. Building 10 is located along the Tymber Creek frontage of the property. The Land Development Code does not contain any criteria/conditions for buildings over 180 linear feet, except that a Planned Development is required.

Project public benefits:

Section 2-36(h)(3) of the Land Development Code requires the provisions of public benefits that demonstrate that a project's site plan design is more than the minimum standards required. The applicant previously provided a list of public benefits that would apply to the multi-family project:

1. The site requires that fifteen percent of the site is designated for tree preservation. Fifteen percent of the total gross area is 2.94 acres. The project provides 4.99 acres of proposed tree preservation which includes the north and west areas of the site.
2. The landscape buffers required for this project are 20' foot landscape buffers for the north and west sides of this parcel. The north landscape buffer proposed along the Moss Point subdivision in the north western portion varies from 195' to 130' and narrows to 70' in the north eastern portion of the buffer. The proposed west landscape buffer varies from 140' to 57' feet.
3. Additional plantings of 46 red cedars, 10 feet at planting, along the property line interface of Indian Springs.
4. Restriction of access to Tymber Creek Road to emergency access only.
5. The directional turning of building 8 was based on input from residents in Indian Springs.

Neighborhood meeting:

The project conducted a required neighborhood meeting on June 8, 2022 at the Coquina Presbyterian Church. The project attorney described the request at the neighborhood meeting. Key items discussed were:

1. Access to Tymber Creek Road. The project team described the emergency access onto Tymber Creek Road. There was acknowledgement that individuals from Tymber Creek Apartments could access Tymber Creek Road through the Walgreens parking lot.
2. Traffic. Traffic is heavy in the morning and the project will make it worse.
3. Concerns expressed about the U-turn movements on West Granada Boulevard.
4. Discussion of the project wetlands and buffers.
5. Based on a question, the project team stated that the project was not low income targeted and was a luxury, market rate apartment complex.
6. Discussion of a right-hand turn lane that was removed by the Florida Department of Transportation at the Indian Springs development.
7. Statement provided: Project should be made smaller. Not appropriate for the west Ormond area.
8. Statement provided: Additional density, beyond 10 units per acre is not appropriate.
9. Statement provided: That the project was not appropriate and that the traffic design was not appropriate.

10. Project team stated that residential uses generate less traffic impacts than commercial uses.
11. Statement provided: Apartments were not wanted at this location and that the project would diminish value of existing homes.
12. Statement provided: The project would create additional crime in area.
13. Question asked regarding Votran bus service. There is no Votran bus service west of I-95 currently.

Correspondence received:

ATTACHMENT 3 includes correspondence received on this application. The correspondence received included the following key points or statements provided below:

1. Traffic
   A. Concern of U-turn movements on West Granada Boulevard.
   B. Traffic is awful/horrendous already.
   C. Right turn into Indian Springs is treacherous.
   D. Negative impacts to intersection of West Granada Boulevard and Tymber Creek Road.
2. Incompatible use
   A. Impact to the existing residents in the area of the planned development.
   B. Will make our community less safe.
   C. We are a single-family community!
   D. The project is not compatible with the neighboring subdivisions. Any increase will be detrimental to the quality of life for the surrounding area's residents.
3. Density
   A. Density should be maintained at 10 units per acre.
   B. If the Land Development Code allow 164 now, then why would an increase be of any value to the residence of Ormond Beach.
4. Overdevelopment
   A. Horrible location planning for apartments.
   B. If we do not limit the population growth in Ormond Beach now, we will not be able to undo the consequences in the future.
5. Site design
   A. Desire of a masonry wall along the Indian Springs property line.
   B. The project team should show the building locations and height.
   C. Configuration/location of the buildings – specifically building 8.

6. Quality of Life
   A. Only single-family residential has been approved west of I-95.
   B. Longtime residents of upscale communities deserve better consideration.
   C. The area is already overbuilt and this will do nothing to help the situation.
   D. Future management of complex.

Indian Springs meetings

City staff met with residents of Indian Springs which led to two meetings with the project team and the residents. Residents of Indian Springs presented concerns and comments on the project at an initial meeting on August 15, 2022 and a follow-up meeting on November 16, 2022. Specific items discussed included:

1. The location and height of a buffer wall. Several options were considered and at the meeting on November 16, 2022 the wall was requested to be extended an additional 100 to the south which was added to the current site plan.
2. The project team had the locations of buildings 8 and 9 marked. On November 16, 2022, the residents of Indian Springs, the project team, and city staff walked the site area of buildings 8 and 9. The project team provided a pole that showed the heights of the building. The project team provided revised building elevations to reduce the overall building height from 45’ to 39’3”.
3. Based upon these meetings, the project team added an additional planting of 46 red cedars, 10 feet in height at planting, along the property line interface of Indian Springs.
4. The project developer and the property owner of the house abutting house discussed the concept of adding plantings around the screen enclosure on the Indian Springs property owner’s lot as another layer of buffering.

On November 26, 2022, a letter from the Indian Springs Homeowner’s Association was received that requested:

1. Building 8 and Building 9 be eliminated completely due to compatibility concerns, the visual impacts and proximity to IS HOA.
2. The Residential Block Retaining Wall on north west side of subject property:
   a. Starting in line with the extended property line of 412600000061 (Coquina Presbyterian Church) and 412607000110 (Gary C & Catherine Von Glinow) and extending around the retaining wall radius and ending as shown on the proposed plans.
   b. Be a minimum of 10’ tall.

SECTION 4, PBD CRITERIA:

In considering an application for a Planned Business Development, the Planning Board may recommend to approve, approve with conditions, or disapprove on the extent to which the development offers site amenities above that are normally found for permitted uses in the district with regard to the following:

a) Building form, architecture and appropriateness of materials with regard to long-term maintenance, relation to the surrounding neighborhood, and aesthetics. Architectural drawings shall be approved as part of the Development Order and adhered to in all development phases.

The project seeks 300 multi-family units in ten (10) buildings. The architectural elevations are included in ATTACHMENT 7 and comply with the neo-eclectic architectural style. Design attributes include massing, exterior finishes of lap siding and stone veneer, board and batten siding, roof shingles, color changes, and building variation in the planes of the building.

b) Landscaping and related site amenities.

A landscape plan is provided in ATTACHMENT 7 and the city's Landscape Architect's analysis is included in ATTACHMENT 4. There are 7 historic trees (4 Bald Cypress & 3 Live Oaks) all of which are being saved. The site requires that fifteen percent of the site is designated for tree preservation. Fifteen percent of the total gross area is 2.94 acres. The project provides 4.99 acres of proposed tree preservation which includes the north and west areas of the site. All landscape buffers have been met or exceeded. The project is proposing a clubhouse, pool, and dog park.

c) Mitigation of off-site impacts.

The site plan has sought to eliminate any off-site impacts through (1) natural preservation, (2) landscape plantings, (3) buffer walls, and (4) shifting of building 8. The off-site traffic impacts have been reviewed by professional engineers and the Florida Department of Transportation and determined acceptable. The traffic generation from the multi-family residential use is less than other permitted uses allowed in the zoning districts.

Within the project correspondence, there are requests for denial based upon concerns of compatibility, traffic and density. The Indian Springs Homeowner's Association letter dated November 26, 2022 seeks to eliminate buildings 8 and 9 based on impacts to Indian Springs.

d) Overall lighting plan, particularly in relation to aesthetics and glare.

A lighting plan is provided on Sheets 91 and 92, ATTACHMENT 7 and meets the requirements of the Land Development Code.

e) Overall signage plan, particularly related to aesthetics and readability.

The project signage will be designed in accordance with the city Land Development Code. No signage waivers are being sought.

SECTION 5, CRITERIA FOR APPROVAL: There are certain criteria that must be evaluated before a Planned Business Development amendment can be approved. According to Chapter 1, Article I, Section 1-15. C.3 of the Land Development Code, the Planning Board shall consider the following when making its decision. The Planning Board may (1) approve the project as submitted, (2) deny the project as submitted, or (3) provide conditions/restrictions for approval.

1. The proposed development conforms to the standards and requirements of this code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

The subject property has land use classification and existing zoning designations that allow multifamily uses. The Land Development Code's framework requires a public hearing for any density above ten (10) units per acre. The project has exceeded landscaping requirements, required setbacks, and site buffering. The project team has met with residents of Indian Springs and added landscaping, turned building 8, and added masonry walls. Along Tymber Creek Road, the project team has voluntarily eliminated resident access to address concerns from residents of Tymber Creek Road area. The trigger thresholds of density, building height, and building length have been granted in other applications. Items such as compatibility, consistency with the Comprehensive Plan and traffic are addressed with other criteria.

Input on the project have asserted that the project is not consistent with the existing development patterns in western Ormond Beach that is primarily single-family residential. There is no multi-family development west of I-95 along West Granada Boulevard, Airport Road or Tymber Creek Road. Section 2-36(d)(3) of the Land Development Code allows applicants to request additional building height. The additional height allowance considers the impact of additional building height on single-family residential uses. A key decision point of the application is the appropriateness of requested density and building height. The Indian Springs Homeowner's Association letter dated November 26, 2022 seeks to eliminate buildings 8 and 9 based on impacts to Indian Springs.

From a technical perspective, the proposed development will not create undue crowding beyond the conditions normally permitted in the zoning district. It is the determination of the Site Plan Review Committee that the public health, safety, welfare or quality of life will not be adversely affected. The existing Land Development Code allows the multifamily use with a 20' landscape buffer and a 50' building setback at two-stories and a density of 10 units per acre. The project submittal has provided additional landscape buffers, building setbacks, and site buffering.

2. The proposed development is consistent with the Comprehensive Plan.

The Comprehensive Plan contains a land use map that provides the vision of uses and residential intensity. The Comprehensive Plan is an overall guide/road map for development within Ormond Beach. The subject property has three land use categories that are defined in the Future Land Use Element as follows:

> **Open Space/Conservation (OS/C) – 3.2 acres**
>
> Purpose: This category includes two (2) subcategories: Parks, which includes public areas used for passive recreation, and Conservation which consists of areas within the City that have significant limitations to development, related to elevations, soils, probability of flooding, relationship to a major water body, wetland characteristics, or similar factors. This category of land use is applicable to all zoning districts.

Density: Not permitted.

Maximum FAR: 0.5

Residential, Office, Retail (ROR) – 3.2 acres

Purpose: A multi-use land use category to provide areas served by transit for use by residential uses, general office, medical and professional uses, restaurants, retail sales and personal services. It is expected that at least 30% of the undeveloped office/professional lands in the City will be developed with multi-family residential uses and adult care/retirement facilities. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum: 15 units per acre.

Maximum FAR: Restaurants, retail sales, and personal services shall not exceed a 0.2 FAR. All other uses shall not exceed 0.5.

General Commercial (GC)

Purpose: A multi-use land use category to provide for the sales of retail goods and services, high density multi-family, professional offices and services, and restaurants, depending on the range of population to be served and the availability of transit. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum: 32 units per acre.

Maximum FAR: 0.7 (2.0 within the Downtown Community Redevelopment area)

Below is the analysis of maximum development scenarios for residential and commercial uses from a Comprehensive Plan allowance:

EXHIBIT 9: Comprehensive Plan residential and commercial entitlements

Residential Uses						
Land Use Designation	Acres	Land use allowed density	Maximum number of units allowed	Total ITE Trip Generation(1)	Water Generation (2)	Sewer Generation (3)
"Open Space/ Conservation"	3.2	0	0	0	0	0
"Residential, Office, Retail"	3.2	15	48	266	12,288	13,488
"General Commercial"	13.22	32	423	2,343	108,288	118,863
TOTALS	19.62	NA	471	2,609	120,576	132,351

Notes:
(1) ITE Trip Generation, #221, Mid-rise multi-family of 5.54 trips per unit
(2) 256 gallons per day per unit
(3) 281 gallons per day per unit

Commercial Uses						
Land Use Designation	Acres	Land use allowed Floor Area Ratio	Maximum building square footage allowed	Total ITE Trip Generation (1)	Water Generation (2)	Sewer Generation (3)
"Open Space/ Conservation"	3.2	0	0	0	0	0
"Residential, Office, Retail"	3.2	0.2	27,878	1,052	4,182	3,554
"General Commercial"	13.22	0.7	403,104	15,217	60,466	51,396
TOTALS	19.62	NA	430,983	16,270	64,647	54,950
(1) ITE Trip Generation, #820, Retail of 37.75 trips per 1,000 square feet of gross floor area (2) Building square footage/ 100 X 15 (3) Water generation rate X 85%						

The application also supports the following policies in the Future Land Use Element of the Comprehensive Plan:

Future Land Use Element

GOAL 1. LAND USE DISTRIBUTION

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING OR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

OBJECTIVE 1.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY 1.1.3.

Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.

POLICY 1.1.5.

Encourage innovative design measures for new residential developments and ensure that adequate provision is made for neighborhood facilities suitable to the type of development proposed.

POLICY 1.1.6.

Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.

POLICY 1.2.6.

New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.

Housing Element

GOAL 1. HOUSING SUPPLY

ENSURE THE AVAILABLITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

OBJECTIVE 1.1. HOUSING SUPPLY

The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low and moderate income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.

OBJECTIVE 1.2. PROVISION OF ADEQUATE SERVICES AND FACILITIES

Each existing housing development and residential neighborhood along with all new housing development shall meet existing adopted level of service standards.

POLICY 1.2.1.

The general residential development pattern in the city should be in accord with the community's growth strategy for residential densities, as stipulated within the Future Land Use Element.

The application submitted is consistent with the Comprehensive Plan this application. The key consideration shall be the appropriate density of the land use can be utilized within the Planned Business Development.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The project has 2.40 acres of wetlands. The project impacts are 0.14 acres or 5.7% of the wetland area. The area of wetlands remaining is 2.26 acres. The project has obtained a St. Johns River Water Management District permit for wetlands and stormwater (see ATTACHMENT 4). The project has preserved 25.4% as natural preservation, saving all seven (7) historic trees on-site. The project has provided a Listed Species Report and Environmental Support Document regarding wildlife species and on-site wetlands. There are no wellfields or individual wells on-site. The Site Plan Review Committee concludes that the project will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

The proposed project is consistent with the property's land use designation and zoning classification within the Planned Business Development. The property's land use and zoning are different than many other large parcels that have low density residential land use designations and zoning classifications in the west Ormond Beach area. Based on the location at the intersection of Tymber Creek Road and West Granada Boulevard a commercial land use designation was assigned, including the allowance of multi-family development. The project team has sought to design the project to minimize impact to the abutting residential properties at Indian Springs and Moss Point. Specific site design items include: emergency only access to Tymber Creek Road, addition of landscape plantings, turning of building 8, natural preservation areas that exceed the Land Development Code, and buffer walls and fences.

Through the site plan process, staff has received correspondence, participated in meetings, and attended the neighborhood meeting where individuals have expressed concern regarding the project density, impacts to surrounding properties, and stated that multi-family is not compatible next to single-family residential uses. The Indian Springs Homeowner's Association letter dated November 26, 2022 seeks to eliminate buildings 8 and 9 based on impacts to Indian Springs. Specific correspondence is provided in ATTACHMENT 3.

Staff's analysis focuses on what the Land Development Code allows. The project can gain administrative Site Plan Review Committee approval for 164 units, two stories in height (30'), at 180 linear feet in length, accessed on both Tymber Creek Road and West Granada Boulevard with a 20' landscape buffer and a 50' building setback. Staff is also mindful that commercial uses are permitted uses that would have additional impacts (hours of operation and additional traffic). During the meeting with the project

team and the Indian Springs residents, building 8 has been the focal point of discussion and site redesign. Staff would recommend the elimination of building 8 to address concerns of incompatible uses. Staff concludes that the proposed project is consistent with the property's land use designation and the Planned Business Development classification and will not depreciate the value of surrounding property. The project's site plan will not create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   There are adequate public facilities to serve the proposed development, including roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   The project abuts West Granada Boulevard (Florida Department of Transportation roadway) and Tymber Creek Road (Volusia County roadway). Both organizations have participated in the traffic/access review of this project. The project has submitted traffic impact analysis documents that have been reviewed by city staff, independent traffic consultant hired by the city, Volusia County, and the Florida Department of Transportation. ATTACHMENT 5 contains traffic related documents. Some documents only include the main report and attachments can be found at: https://www.ormondbeach.org/1015/Tymber-Creek-Apartments. The documents include:

   A. Florida Department of Transportation driveway and drainage permits for the project. These are the permits that allow the project access to West Granada Boulevard.

   B. Volusia County November 10, 2020 Traffic Impact Analysis approval. This approval was for the original traffic study that included (1) access on Tymber Creek Road and (2) 90,000 square feet of commercial uses on the 2041 West Granada Boulevard parcel. The Tymber Creek Apartments submittals would amend access to West Granada Boulevard only and Volusia County Traffic Engineering stated that no additional Volusia County review was required.

   C. Traffic Engineering Data Solutions, Inc., Site Access Analysis Review. Traffic Engineering Data Solutions, Inc. was hired by city staff to perform a traffic review of the project's traffic study. Traffic Engineering Data Solutions, Inc. reviewed the

August 30, 2022 site access analysis and determined it acceptable for traffic engineering and the city concurrency/traffic requirements.

D. Lassiter Transportation Group, August 30, 2022 – site access analysis. This analysis was required as an update to the original (August 2020) traffic impact analysis. The site access analysis included (1) the approved Florida Department of Transportation access/permits, (2) use current 2022 data and information, (3) incorporate the Riverbend Academy school expansion turning movements, (4) focus solely on the Tymber Creek Apartment multi-family use.

   Key findings included:

   1. Table 4, page 5: Project trip generation. Based upon the Institute of Transportation Engineers (ITE), Trip Generation Manual, 11th edition the total project trips are 1,386. The A.M. peak hour trips are 120 and the P.M. peak hour trips are 117.
   2. Figure 4A, page 9: 2024 A.M. Peak Hour Build-Out Volumes. This figure shows 83 A.M. peak hour trips making a U-turn at the unsignalized intersection of Coquina Presbyterian Church and Riverbend Church.
   3. Figure 4B, page 10: 2024 A.M. Peak Hour Build-Out Volumes. This figure shows 41 P.M. peak hour trips making a U-turn at the unsignalized intersection of Coquina Presbyterian Church and Riverbend Church.
   4. Conclusion, Page 14.
      A. The unsignalized study area intersections will continue to operate with the adopted LOS.
      B. The signalized study area intersections will continue to operate with the adopted LOS.
      C. The study area roadway segments will continue to operate with the adopted LOS.
      D. A 350-foot westbound right-turn lane (includes taper) is warranted at the project driveway, however, there is an existing 150-foot (includes taper) westbound right-turn lane at the driveway which is constrained because of its proximity to the signalized intersection of SR40/Granada Boulevard at Tymber creek Road. It is noted that this project access has been approved by FDOT at the time of this analysis update.

E. Lassiter Transportation Group, October 1, 2021 –access analysis. This analysis was an amendment to the October 2020 Traffic Impact Analysis. The analysis was done to evaluate the adequacy of the existing turn-lane lengths at SR40 at Coquina Presbyterian Church driveway to the west and the intersection of SR40/Tymber Creek Road to the east where project trips will make U-turn maneuvers. The analysis concluded:

   1. The unsignalized study area intersections will continue to operate with the adopted LOS.
   2. The signalized study area intersections will continue to operate with the adopted LOS.

F. Lassiter Transportation Group, October 2020 – Traffic Impact Analysis. This is the original project Traffic Impact Analysis. This study has been amended and updated. It is important to note that this analysis included (1) access onto Tymber Creek Road and the land area of 2041 West Granada Boulevard for the development of 90,000 square feet of commercial on 9.93 acres. Tables 9 and 10, page 11 of the analysis show the following trip generation:

EXHIBIT 10: Trip generation tables

Project Trip Generation

The trip generation for the development was determined using the Institute of Transportation Engineers (ITE) 10th Edition of the *Trip Generation Manual* and is presented in Table 9.

Table 9
Gross Trip Generation
Tymber Creek Apartments

Time Period	Land Use	ITE LUC	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Mid-Rise Multifamily	221	T=5.45(X)-1.75	300	DU	50%	50%	817	817	1,634
	Shopping Center	820	Ln(T)=0.68Ln(X)+5.57	90	KSF	50%	50%	2,799	2,799	5,598
							Totals:	3,616	3,616	7,232
A.M. Peak-Hour	Mid-Rise Multifamily	221	T=0.36(X)	300	DU	26%	74%	28	80	108
	Shopping Center	820	T = 0.50(X)+151.78	90	KSF	62%	38%	122	75	197
							Totals:	150	155	305
P.M. Peak-Hour	Mid-Rise Multifamily	221	T=0.44(X)	300	DU	61%	39%	81	51	132
	Shopping Center	820	Ln(T)=0.74Ln(X)+2.89	90	KSF	48%	52%	241	262	503
							Totals:	322	313	635

Due to the mixed-use nature of the development, a certain portion of the trips generated is expected to remain internal to the site, known as internal trips. Additionally, a portion of the trips known as pass-by trips (limited to 14% of the adjacent roadway traffic volume for County facilities, and 10% on State facilities) will be attracted to the development from existing traffic on the adjacent roadways. These internal trips were calculated using The National Cooperative Highway Research Program (NCHRP) Report 684 worksheet while pass-by trips were calculated using procedures outlined in the ITE Trip Generation Handbook, 3rd Edition. Internal and pass-by trips were deducted from the gross trip generation and the resulting net new external a.m. and p.m. peak-hour trips are provided in Table 10.

Table 10
Net Trip Generation
Tymber Creek Apartments

Time Period	Land Use	Total Trips			Internal Capture Trips			Pass-by Capture Trips			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
A.M. Peak-Hour	Mid-Rise Multifamily	28	80	108	1	1	2	0	0	0	27	78	105
	Shopping Center	122	75	197	1	1	2	0	0	0	121	74	195
	Totals:	**150**	**155**	**305**	**2**	**2**	**4**	**0**	**0**	**0**	**148**	**152**	**300**
Time Period	**Land Use**	**Total Trips**			**Internal Capture Trips**			**Pass-by Capture Trips**			**New External Trips**		
		Enter	**Exit**	**Total**	**Enter**	**Exit**	**Total**	**Enter**	**Exit**	**Total**	**Enter**	**Exit**	**Total**
P.M. Peak-Hour	Mid-Rise Multifamily	81	51	132	37	21	57	0	0	0	44	30	74
	Shopping Center	241	262	503	21	37	59	74	77	151	146	148	294
	Totals:	**322**	**313**	**635**	**58**	**58**	**116**	**74**	**77**	**151**	**190**	**178**	**368**

An important aspect of this application is the traffic and trip generation. While this analysis has been updated, it is important to note the trip generation of multi-family residential versus commercial uses. The traffic analysis shows that the residential use has a lower trip generation in the daily trips, a.m. peak hour, and p.m. peak hour. The Tymber Creek Apartments is a larger parcel (19.62 acres versus the 9.93 acres in this analysis) and permitted commercial uses would have greater traffic impacts than the current application.

Based upon the issuance of the Florida Department of Transportation permits and the traffic analysis prepared for this project, staff concludes the ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle

and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The site design allows a function use of space and is aesthetically acceptable. The project provides recreational area for residents including the clubhouse, pool and dog park area.

8. **The proposed development provides for the safety of occupants and visitors.**

   The proposed development provides for the safety of its occupants and visitors. Pedestrian access has been provided. Fire safety SPRC reviewers have determined that the project is acceptable.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The proposed material and architectural features are compliant with the Land Development Code regulations. The Indian Springs Homeowner's Association letter dated November 26, 2022 seeks to eliminate buildings 8 and 9 based on impacts to Indian Springs.

10. **The testimony provided at public hearings**.

    This application has not been heard and no public testimony has been provided.

SECTION 6, RECOMMENDATION:

The Planning Board has three (3) options in the review of this application:

1. Approve as submitted.
2. Deny as submitted.
3. Approve the project with conditions. An example of the conditions would be the request from the Indian Springs Homeowner's Association to eliminate buildings 8 and 9 based on impacts to Indian Springs.

Key aspects in the review of the application:

1. Multi-family dwellings are an allowed use within the B-8, Commercial zoning designation.
2. The land use density allows 471 residential units and the zoning density allows 164 residential units. In order to exceed 164 residential units, a Planned Business Development is required and the criteria are included in this staff report.
3. The proposed use of multi-family dwellings has a lower trip generation than other commercial uses allowed as permitted uses (no public hearing required).
4. The project has provided public benefits through the Planned Business Development that may or may not occur with a permitted use site plan. These include restricted access onto Tymber Creek Road, larger building setbacks, increase landscape buffers, increase overall land preservation, minimal wetland impacts, turning of a building, and increase fence/wall buffering.
5. The trigger thresholds that require a Planned Business Development are (1) density, (2) building height, and (3) building length.

6. Project correspondence has been included in ATTACHMENT 3 and demonstrate concerns about compatibility, traffic, density, quality of life, and site design. These correspondences generally seek option 2 above to deny the application.
7. Both the project team and Indian Springs have met to discuss the project impacts and potential project alternatives. The project team has been responsive in seeking site design solutions to address the concerns expressed. The Indian Springs Homeowner's Association letter dated November 26, 2022 seeks Option 3 (approve with conditions) above to eliminate buildings 8 and 9 based on impacts to Indian Springs.
8. Florida Department of Transportation permits have been issued for this project.
9. The project has wetland and stormwater permits from the St. Johns River Water Management District.

It is recommended that the Planning Board recommend **APPROVAL** of PBD 2022-008 that approves a Planned Business Development construction of 300 multi-family units on 19.62 acres at 36 North Tymber Creek Road and 2011 West Granada Boulevard with the condition of the elimination of building 8. During the meeting with the project team and the Indian Springs residents, building 8 has been the focal point of discussion. The project is tentatively scheduled for the City Commission on January 24, 2023 (first reading) and if approved on first reading, the second reading on February 7, 2022 (final reading).

Another option available to the Planning Board would be to deny the application. If there is a desire to deny the application, Criteria 4 and 10 could provide the denial framework. A third option is to approve the project with conditions. The Indian Springs Homeowner's Association letter dated November 26, 2022 seeks to eliminate buildings 8 and 9 based on impacts to Indian Springs.

Attachments:

Attachment 1: Site Plan Review Committee comments

Attachment 2: Maps of the project area

Attachment 3: Project correspondence

Attachment 4: Environmental information

Attachment 5: Traffic information

Attachment 6: Applicant provided information

Attachment 7: Site plans

ATTACHMENT 1

Site Plan Review
Committee comments

Project Name: PZ-22-008
Project Description: Tymber Creek Apartments
Review Comments List Date: 11/27/2022

Ref. # 77, Civil Engineer, David Allen, 11/1/22 2:46 PM, Cycle 6, Unresolved

Markup: Civil-Wall and Building Review, 36.1 WALL DETAILS.pdf

The review of this wall requires the design calculations being reviewed for the structural capability adjacent to the wet detention facility and the building in close proximity. The two structures will require separate building permits. The City of Ormond Beach will require an independent review by a structural engineer for the correlation between the structures. This review will be completed and the cost will be the responsibility of the developer.

Ref. # 78, Civil Engineer, David Allen, 11/1/22 2:46 PM, Cycle 6, Unresolved

Markup: Civil-Building Code, 36.1 WALL DETAILS.pdf

This should reference the 2020 Florida Building Code (7th Edition).

Ref. # 79, Civil Engineer, David Allen, 11/1/22 2:46 PM, Cycle 6, Unresolved

Markup: Civil- Building Location, 36.1 WALL DETAILS.pdf

Show the location of the building foundation on this cross section.

Ref. # 80, Civil Engineer, David Allen, 11/1/22 2:46 PM, Cycle 6, Unresolved

Markup: Civil-Distance, 36.1 WALL DETAILS.pdf

Provide distance from segmental wall to building footprint.

Ref. # 81, Civil Engineer, David Allen, 11/1/22 3:02 PM, Cycle 6, Unresolved

Markup: Civil-Wall Comments, 36 WALL DETAILS.pdf

See the comments on Sheet 36.1 regarding the review of the segmental block walls.

Ref. # 83, Civil Engineer, David Allen, 11/16/22 3:14 PM, Cycle 6, Unresolved

Markup: Civil-Lighting, 91 PHOTOMETRIC.pdf

The details for the lighting includes wall mounted, WSG4L45K, fixtures. However, the photometric plan does not indicate additional foot-candles. Where will the wall mounted lights be placed? Will these light fixtures also need the glare guards?

Ref. # 73, Landscape Architect, Cara Culliver, 7/13/22 11:25 AM, Cycle 4, Unresolved

Markup: Landscape Comment Sheet 67, 67 OVERALL LANDSCAPE.pdf

- The provided ground covers for the front buffer is 153 and not 212, please check the math.

Ref. # 75, Landscape Architect, Cara Culliver, 8/9/22 5:08 PM, Cycle 5, Unresolved

Markup: Total Amount of Tree Provided Chart, 72 LANDSCAPE DETAILS.pdf

- See mark-up regarding the numbers, please correct.

Ref. # 82, Landscape Architect, Cara Culliver, 11/3/22 2:21 PM, Cycle 6, Unresolved

Markup: Sheets 67 & 72, 67 OVERALL LANDSCAPE.pdf

- Sheet #72 was not submitted and has outstanding comments.
- Sheet 67 has not been corrected, comment on project doxs.

ATTACHMENT 2

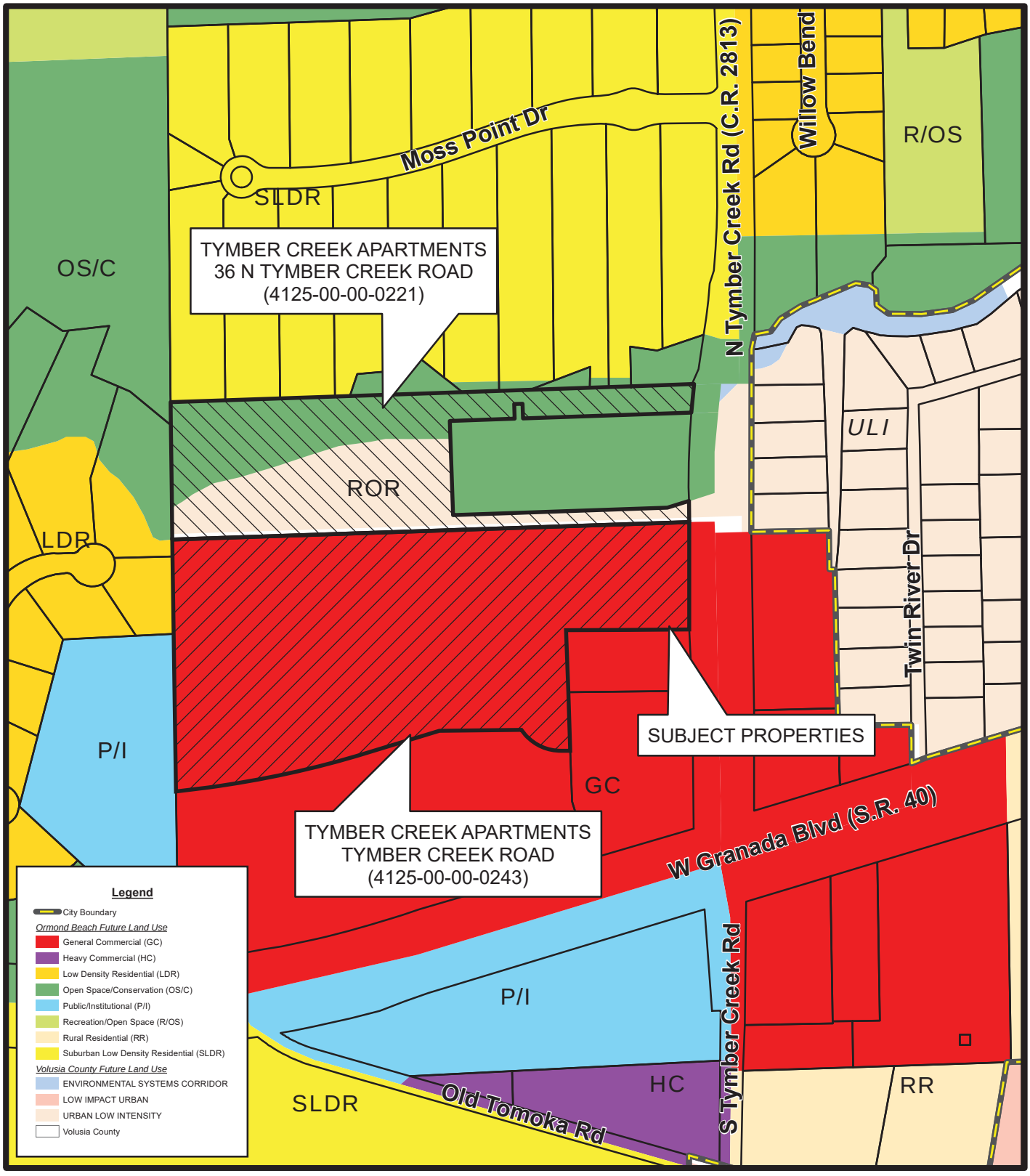
Maps of the project area



AERIAL MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

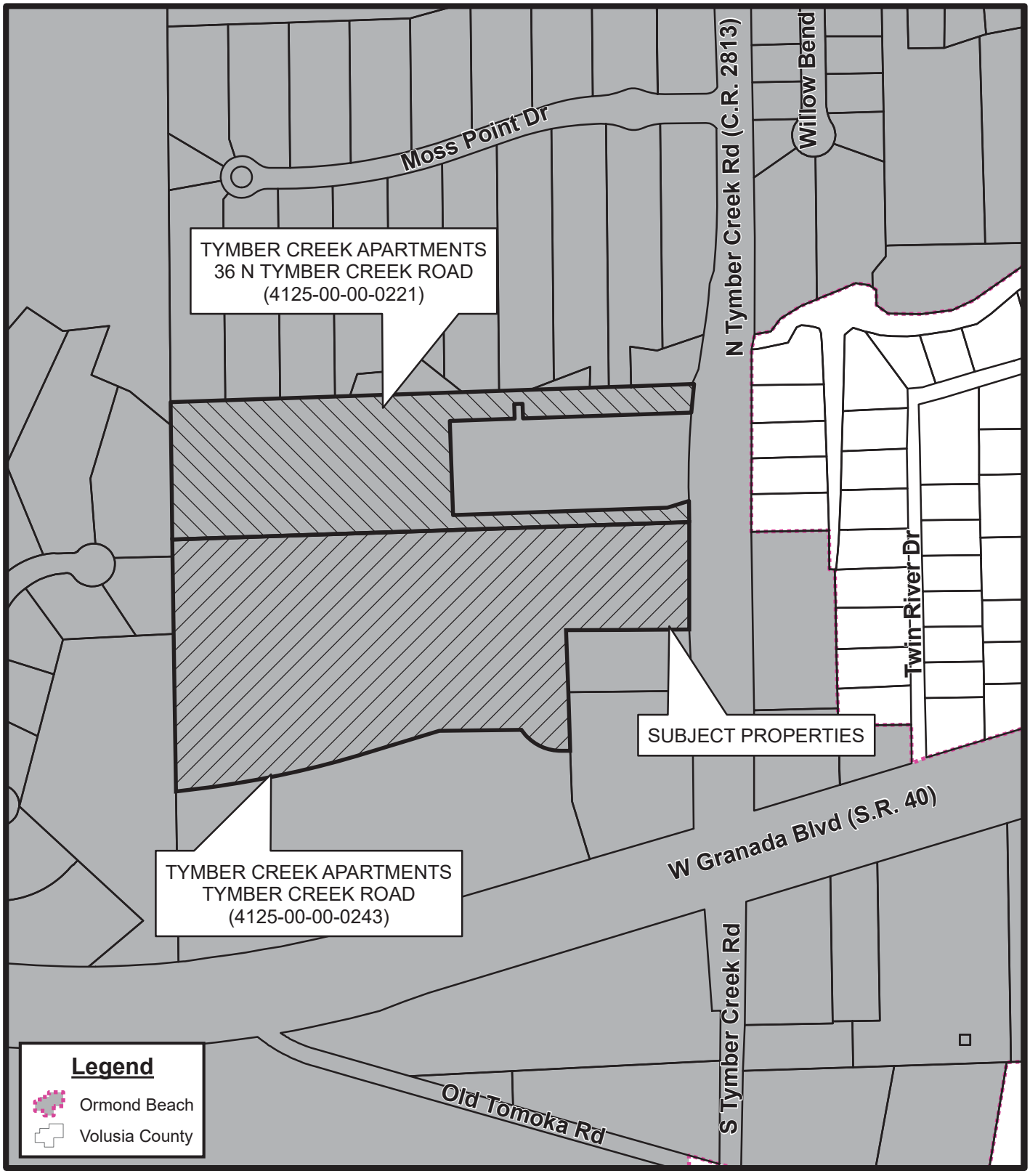
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FUTURE LAND USE MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

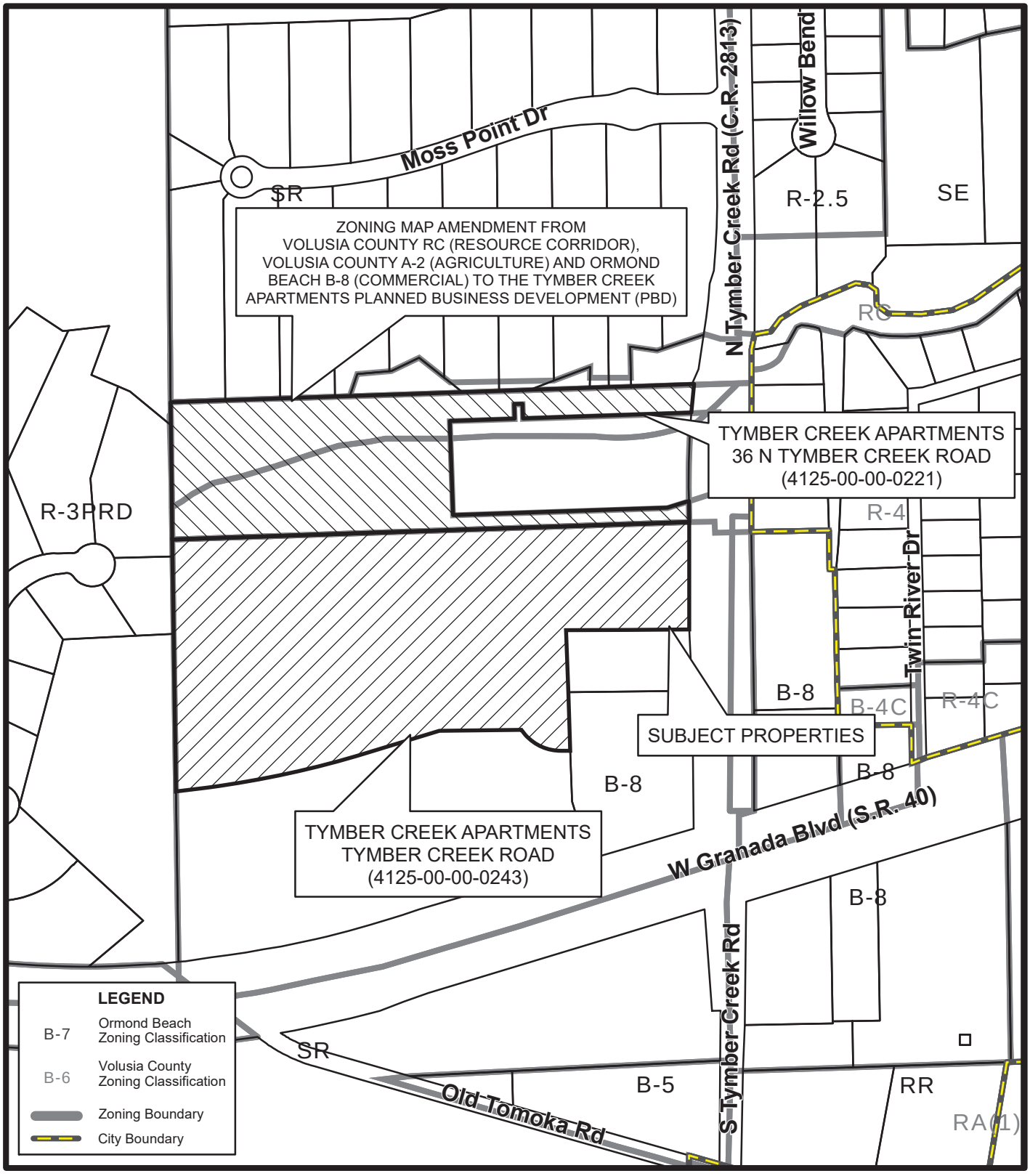
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LOCATION MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

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N.T.S.



ZONING MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

N
W E
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N.T.S.

ATTACHMENT 3

Project Correspondence

From:	Gary Von Glinow
To:	Spraker, Steven
Cc:	mimivon@aol.com
Subject:	Additional emails to be provided to the December 8 Planning Board from Gary Von Glinow
Date:	Sunday, November 27, 2022 5:46:55 PM
Attachments:	Emails to be provided to Planning Board members_20221127173832.pdf

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Afternoon, Steven,

Attached is a file with 13 additional emails (from me or to me) that I have chosen to accompany this cover email for distribution to the Planning Board members for the December 8 meeting. This array of emails is balanced in that some include high praise for Garrison and his team, but all praise is contingent on "proving" that solutions proposed by Garrison are included in the final site plan and can be field tested by markings in the forest. Of course, it was: a.) the temporal nature of the markings; b.) the insufficient mitigation of Buildings 8 and 9's impact on our house; and c.) the still undelivered, as promised, computer-generated, digital sight lines from my house to Buildings 8 and 9, that gave rise to our HOA request for removal of Buildings 8 and 9.

Steven, thank you once again for providing us with an understanding of the City's review and approval process for the Tymber Creek Apartments.

Sent from the all new AOL app for iOS

Subject Re: Tymber Creek Apartments

From Gary Von Glinow <gvg50@aol.com>

To: Garrison McMillan <gmcmillan@tellus-partners.com>, mark.watts@cobbcole.com <mark.watts@cobbcole.com>, Harry Newkirk <harry@newkirk-engineering.com>

Cc: Steven Spraker <steven.spraker@ormondbeach.org>, Michael Gentry <mgentry408@gmail.com>, Steve Curtis <steve.curtis@safstor.com>, Troy Railsback <troyrailsback@yahoo.com>, Jonathon Schrader <Jschrader@tellus-partners.com>

Date Sep 26 at 2:04 PM

Garrison,

I agree that you and your team have delivered a plan concept that we all hope mitigates the concerns neighbors voiced in August. By staking the buildings and road, a proof of concept will be established.

It is my individual opinion that you have exhibited a best practice approach to interfacing with my little piece of the community impacted by your apartment development. You traveled to meet with us on our turf and walked the site with us. You and your team have proposed potential solutions to most of our concerns that on-site staking and observation could validate.

My family and I bought our house in order to spend most of our time outside surrounded by an idyllic Florida tropical forest. Any development will alter that. I sincerely appreciate your efforts to reduce the negative impact on Indian Springs. I also recognize that you will undoubtedly incur incremental costs in order to implement the revisions proposed to the original site plan. To date, my wife and I acknowledge and appreciate your willingness to work with us.

Best regards,

Gary

Sent from the all new AOL app for iOS

View more

Subject Re: Tymber Creek Apartments (PZ-22-008) - distribution list (10.26.2022)

From Gary Von Glinow <gvg50@aol.com>

To: Jonathon Schrader <Jschrader@tellus-partners.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, 'Mark Watts' <Mark.Watts@cobbcole.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>

Cc: 'Harry Newkirk' <harry@newkirk-engineering.com>, 'Spraker, Steven' <Steven.Spraker@ormondbeach.org>

Date Oct 27 at 11:53 AM

Jonathan,

I would like to add my request that the apartment road be marked behind 40 Indian Springs Drive and 39 Indian Springs Drive. Also, I am also still hopeful that the actual elevation of the buildings behind 40 and 39 Indian Springs Drive can be marked.

I also ask if Garrison has an estimate of the expected decibel level of auto, truck and motorcycle noise emanating from the apartment roadway.

Thank you to you and Garrison in advance for your consideration.

Gary Von Glinow
39 Indian Springs Drive

Sent from the all new AOL app for iOS

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Subject RE: Tymber Creek Apartments (PZ-22-008) - distribution list (10.26.2022)

From Jonathon Schrader <Jschrader@tellus-partners.com>

To: Gary Von Glinow <gvg50@aol.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, 'Mark Watts' <Mark.Watts@cobbcole.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>

Cc: 'Harry Newkirk' <harry@newkirk-engineering.com>, 'Spraker, Steven' <Steven.Spraker@ormondbeach.org>

Date Oct 27 at 12:29 PM

Gary,
Marking the road off the building corners with spray paint shouldn't be a problem at all. It should give a good sense on how the road will layout. For the building elevations, we plan to bring a pole extender and extend it up to the height of each building onsite with everyone.

For the average decibel levels, you can expect 45 decibels for the indoor areas and less than 55 decibels for the outdoor areas.

Please let us know if you need any additional information here.

Thanks,
Jonathon Schrader

TELLUS
PARTNERS
REAL ESTATE DEVELOPMENT & INVESTMENT

4983 New Peachtree Rd | Suite B | Chamblee, GA 30341
d: 404.877.2984 | f: 404.393.5439
JSchrader@tellus-partners.com | www.tellus-partners.com

View more

Subject Re: Tymber Creek follow-up site visit

From Gary Von Glinow <gvg50@aol.com>

To: Regina Epple <Regina.Epple@cobbcole.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>, Jonathon Schrader <Jschrader@tellus-partners.com>

Date Nov 3 at 12:56 PM

Good morning,

Yesterday, I spent 30-45 minutes exploring the The Tymber Creek Apartments site. I observed the following:

- Three 3-foot high wood stakes with orange ribbons: one with "Building 8" printed on the stake, one with "Building 9" printed on the stake, and one with no printed information on the stake; and

- Fresh orange, yellow and blue/white striped ribbons tied to trees.

What I did not observe is:

- any markings for the apartment road; and

- any poles marking building heights.

Garrison, is the above consistent with the scope of work you requested of the surveyors and the invoice you received from them? It is certainly possible that I inadvertently missed seeing other markings that I was expecting.

Regarding the meeting on the 9th, I am available but wonder if it will allow us to develop a complete understanding of the project's impact.

Best regards,

Gary Von Glinow

Sent from the all new AOL app for iOS

View more

Subject RE: Tymber Creek follow-up site visit

From Jonathon Schrader <Jschrader@tellus-partners.com>

To: Gary Von Glinow <gvg50@aol.com>, Regina Epple <Regina.Epple@cobbcole.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>

Date Nov 3 at 1:57 PM

Hi Gary.
The spray painting for the road will done right before the meeting and the pole marking the height will be brought to the meeting. The surveyors simply marked the corners of the buildings as previously requested. Garrison and I will be spray painting for the road off these building corners when we come in town for the meeting.

This meeting will allow everyone to develop a complete understanding of the project's impact.

Thank you,
Jonathon Schrader

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PARTNERS
REAL ESTATE DEVELOPMENT & INVESTMENT

4983 New Peachtree Rd | Suite B | Chamblee, GA 30341
d: 404.877.2984 | f: 404.393.5439
JSchrader@tellus-partners.com | www.tellus-partners.com

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30803.pdf

Subject RE: Tymber Creek follow-up site visit

From Garrison McMillan <gmcmillan@tellus-partners.com>

To: Jonathon Schrader <Jschrader@tellus-partners.com>, Gary Von Glinow <gvg50@aol.com>, Regina Epple <Regina.Epple@cobbcole.com>, mgentry408@gmail.com <mgentry408@gmail.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>

Cc: Spraker, Steven <Steven.Spraker@ormondbeach.org>

Date Nov 3 at 2:28 PM

Gary – to Jonathon's point I think we can demonstrate where the road will be, & which trees are staying, and which aren't. We can do this in the field with marking paint. My plan is to come down prior to the meeting and measure off from the corners of the buildings with a pull tape and scaling off the plans from the staked surveyed corners we can show approximately where the road (parking lot drive) & privacy wall along that West boundary is located with marking paint. Everything to the west of the barrier wall is non-disturb area, therefore ALL of that said vegetation will stay so I don't think re-taping trees is necessary. I hope that will visually answer your last request.

Garrison McMillan
404.798.5974
www.tellus-partners.com

View more

Subject Re: Tymber Creek follow-up site visit

From Gary Von Glinow <gvg50@aol.com>

To: Jonathon Schrader <Jschrader@tellus-partners.com>, Regina Epple <Regina.Epple@cobbcole.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>

Date Nov 4 at 12:08 PM

Thank you, Jonathan. I look forward to meeting with you next week.

Also let me know if I can be of help to you and Garrison next week. I have a lawn tractor with a trailer that can help transport things to the opening in the fence behind our house and access to the forest and Apartment site.

Gary Von Glinow
847-624-0619

Sent from the all new AOL app for iOS

On Thursday, November 3, 2022, 1:57 PM, Jonathon Schrader <Jschrader@tellus-partners.com> wrote:

> Hi Gary.
> The spray painting for the road will done right before the meeting and the pole marking the height will be brought to the meeting. The surveyors simply marked the corners of the buildings as previously requested. Garrison and I will be spray painting for the road off these building corners when we come in town for the meeting.
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> This meeting will allow everyone to develop a complete understanding of the project's impact.
>
> Thank you,
> Jonathon Schrader
>
> TELLUS PARTNERS
> REAL ESTATE DEVELOPMENT & INVESTMENT
>
> 4983 New Peachtree Rd | Suite B | Chamblee, GA 30341
> d: 404.877.2984 | f: 404.393.5439
> JSchrader@tellus-partners.com | www.tellus-partners.com
>
> **From:** Gary Von Glinow <gvg50@aol.com>

Sent: Thursday, November 3, 2022 12:56 PM
To: Regina Epple <Regina.Epple@cobbcole.com>; mgentry408@gmail.com; Garrison McMillan <gmcmillan@tellus-partners.com>; steve.curtis@safstor.com; troyrailsback@yahoo.com; Harry Newkirk <harry@newkirk-engineering.com>; Spraker, Steven <Steven.Spraker@ormondbeach.org>; Jonathon Schrader <Jschrader@tellus-partners.com>
Subject: Re: Tymber Creek follow-up site visit

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Regarding the meeting on the 9th, I am available but wonder if it will allow us to develop a complete understanding of the project's impact.

Best regards,

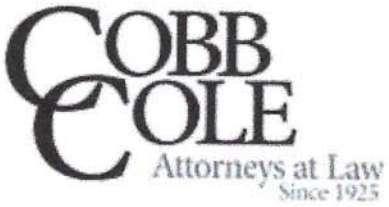
Gary Von Glinow

Sent from the all new AOL app for iOS

On Thursday, November 3, 2022, 9:53 AM, Regina Epple <Regina.Epple@cobbcole.com> wrote:

> Good morning All,
>
> Mark Watts would like to set a date to set a follow-up site visit. Below is his availability next week:
>
> - Wednesday 11/9 – 10:00, 11:00, 1:00 or 2:00
> - Thursday 11/10 – 1:00, 2:00 or 2:30
>
> Please let me know if any of these work for you.

Thank you,



Regina R. Epple

Legal Assistant

Cobb Cole DeLand
231 N. Woodland Blvd.

DeLand, FL 32720

(D) 386-736-7700 (F) 386-785-1549

Website

View less

Subject RE: Tymber Creek follow-up site visit

From Regina Epple <Regina.Epple@cobbcole.com>

To: Harry Newkirk <harry@newkirk-engineering.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, Steve Curtis <steve.curtis@safstor.com>

Cc: Gary Von Glinow <gvg50@aol.com>, Jonathon Schrader <Jschrader@tellus-partners.com>, mgentry408@gmail.com <mgentry408@gmail.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>, Mark Watts <Mark.Watts@cobbcole.com>

Date Nov 8 at 1:52 PM

Mark is not available Monday. He is available Tuesday at 2:00 or Wednesday at 10:00 or 2:00.

Thank you,

COBB COLE
Attorneys at Law
Since 1925

Regina R. Epple
Legal Assistant
Cobb Cole DeLand
231 N. Woodland Blvd.
DeLand, FL 32720
(D) 386-736-7700 (F) 386-785-1549
Website

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Subject RE: Tymber Creek follow-up site visit

From Harry Newkirk <harry@newkirk-engineering.com>

To: Garrison McMillan <gmcmillan@tellus-partners.com>, Steve Curtis <steve.curtis@safstor.com>

Cc: Gary Von Glinow <gvg50@aol.com>, Regina Epple <Regina.Epple@cobbcole.com>, Jonathon Schrader <Jschrader@tellus-partners.com>, mgentry408@gmail.com <mgentry408@gmail.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>, Mark Watts <Mark.Watts@cobbcole.com>

Date Nov 8 at 1:49 PM

Garrison,

I'm available the following times next week for Monday and Tuesday.

Monday afternoon (1 pm – 5 pm)
Tuesday 9 am to 2:00 pm

Harry Newkirk, PE #62971
President of Newkirk Engineering, Inc.

1230 N US Highway 1, Suite 3
Ormond Beach, FL 32174
Phone: (386) 872-7794
Cell: (386) 290-7599

View more

Subject RE: Tymber Creek follow-up site visit

From Regina Epple <Regina.Epple@cobbcole.com>

To: Harry Newkirk <harry@newkirk-engineering.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, Steve Curtis <steve.curtis@safstor.com>

Cc: Gary Von Glinow <gvg50@aol.com>, Jonathon Schrader <Jschrader@tellus-partners.com>, mgentry408@gmail.com <mgentry408@gmail.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>, Mark Watts <Mark.Watts@cobbcole.com>

Date Nov 8 at 1:52 PM

Mark is not available Monday. He is available Tuesday at 2:00 or Wednesday at 10:00 or 2:00.

Thank you,

COBB COLE
Attorneys at Law
Since 1925

Regina R. Epple
Legal Assistant
Cobb Cole DeLand
231 N. Woodland Blvd.
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(D) 386-736-7700 (F) 386-785-1549
Website

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Subject RE: Tymber Creek follow-up site visit

From Regina Epple <Regina.Epple@cobbcole.com>

To: mgentry408@gmail.com <mgentry408@gmail.com>, 'Garrison McMillan' <gmcmillan@tellus-partners.com>, 'Gary Von Glinow' <gvg50@aol.com>, 'Jonathon Schrader' <Jschrader@tellus-partners.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>, 'Spraker, Steven' <Steven.Spraker@ormondbeach.org>

Cc: Mark Watts <Mark.Watts@cobbcole.com>

Date Nov 8 at 4:32 PM

All,

I believe Michael's email is the last that I've received. There was several overlapping, so I wanted to clarify on the dates for the reschedule. Here is what I received:

Michael Gentry – Tuesday at 2:00 or Wed. at 10:00 or 2:00
Steve Curtis – Monday after 1:30 or Tuesday
Gary Von Glinow – Monday or Tuesday

Mark Watt has changed since I sent my email earlier today. Unfortunately, he is now only available Wednesday at 10:00.

Please let me know if this would work for you.

Thank you,

COBB COLE
Attorneys at Law
Since 1925

Regina R. Epple
Legal Assistant
Cobb Cole DeLand
231 N. Woodland Blvd.
DeLand, FL 32720
(D) 386-736-7700 (F) 386-785-1549
Website

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From:	Troy Railsback
To:	Spraker, Steven
Cc:	Michael Gentry; Steve Curtis; Gary Von Glinow
Subject:	Letter from IS HOA to City re Tymber Creek Apartments
Date:	Saturday, November 26, 2022 10:14:50 PM
Attachments:	Letter from IS HOA to City re Tymber Creek Apartments.pdf

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Steven,
Hope all is well. The Indian Springs of Ormond Homeowners' Association, Inc. (IS HOA) respectfully submits the attached letter for Planning Board and City Commission review/action when considering the Tymber Creek Apartments Planned Development and Rezone submittal.

Please confirm receipt and that it will be part of the review documentation/packet(s).

Thank you sir!

Troy Railsback
Southern States Management Group | SSMGFL.com
Southern States Realty Services | SSRealT.com

Indian Springs of Ormond Homeowners' Association, Inc.

27 Indian Springs Drive | Ormond Beach, FL 32137

November 26, 2022

Planning Department
Attn: Steven Spraker, AICP
22 South Beach Street, Room 104
Ormond Beach, FL 32174

Re: Tymber Creek Apartments (PZ-22-008)

Dear. Mr. Spraker,
As you are aware, The Indian Springs of Ormond Homeowners' Association, Inc. (IS HOA) is immediately adjacent to the northern west side of the subject property that is being considered for a Planned Development and Rezoning to significantly increase allowable density on that parcel.

The IS HOA is respectfully submitting the below requests to the Planning Board and City Commission as requirements should the project be considered for approval:

1. Building 8 and Building 9 be eliminated completely due to compatibility concerns, the visual impacts and proximity to IS HOA.
2. The Residential Block Retaining Wall on northern west side of subject property:
    a. Starting in line with the extended property line of 412600000061 (Coquina Presbyterian Church) and 412607000110 (Gary C & Catherine Von Glinow) and extending around the retaining wall radius and ending as shown on the proposed plans.
    b. Be a minimum of 10' tall.

The IS HOA would like to state and document their lack of support for the required traffic adjustments to State Road 40 (SR 40), as required by FDOT, due to significant safety concerns.

The IS HOA appreciates the opportunity to provide this input and is confident that the Planning Board and City Commission will incorporate the above adjustments to the Planned Development when considering such a significant change in density. Please do not hesitate to contact me with any further clarification or information regarding these requests.

Sincerely,

Troy Railsback
Board President/Secretary
Indian Springs of Ormond Homeowners' Association, Inc.

From: Steve Curtis
To: Spraker, Steven
Subject: Tymber Creek Apartments
Date: Saturday, November 26, 2022 8:33:40 AM

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Steven,

I do support the position of the Indian Springs Homeowner Association as provided via separate correspondence. Regardless, I'm reaching out personally as a Citizen of Ormond Beach and Indian Springs homeowner. After the first public meeting, a group of residents met with Jaffee Corp., at Indian Springs (IS), and requested the developer modify the site plan geometry to increase the apartment building separation from IS in the NW corner of the project. Jaffee Corp. did nothing. Since that time, and on a couple of occasions, the current Developer met with IS residents to further address homeowner concerns. Although the developer made good faith efforts to alleviate the concerns, the reality is that the apartment buildings are separated from the IS boundary by less than the width of a typical IS lot. Aside from separation, my concerns are:

- Building scale relative to IS
- Multiple balconies facing the back of resident's homes
- Building and site lighting bleed into the neighborhood
- Traffic and apartment resident noise
- Vehicle headlights beaming into homes

Although the Traffic Study does contemplate the following movements and the project has FDOT approval, of additional safety concern is that 100% of the proposed apartment traffic will exit on West Bound SR40 creating a U-Turn condition for eastbound apartment traffic at either the Riverbend roadway cut, or, if the Riverbend cut is backed-up, at the next available option which is immediately West of IS. Notwithstanding, with no deceleration lanes, making a right turn into Indian Springs or IL Villaggio is challenging. Speeding SR40 westbound traffic requires relief in the south lane to avoid our right turn movements. Additional south lane congestion created by these U-Turn movements across from the subdivision entrance is dangerous. As a practical matter, the distance from the apartment exit on SR40 to the beginning radius of the deceleration lane into Riverbend is less than 150 feet, not a lot of distance to navigate across 2 lanes of traffic to a backed-up deceleration lane. This condition will only worsen as Riverbend expands.

I respectfully offer the foregoing for consideration as you contemplate approval of the Tymber Creek Apartment project.

Steve Curtis

From: mwill9274@aol.com
To: Spraker, Steven
Subject: Proposed Apartment Development at Tymber Creek Road and Granada Blvd.
Date: Tuesday, November 22, 2022 3:54:16 PM

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Dear City of Ormond Beach Planning Department,

I'm writing this email to document my concern and objection to increasing the existing unit per acre guidelines concerning the proposed Apartment Development project located at the corner of Tymber Creek Road and Granada Blvd. in Ormond Beach. My family and I have lived in the Moss Point Drive subdivision off Tymber Creek Road for approximately 13 years, and some of the things we value the most living in this small development is the privacy it offers and the preservation of the surrounding natural habitat. The natural beauty, flora and fauna of the strip of land bordered by Tymber Creek and Granada Blvd. should be preserved and protected, with managed development consistent with the preexisting neighborhoods off Tymber Creek Road.

Over the years we have seen how growth and development along Airport Road to the north of us has impacted the traffic along Tymber Creek Road. As traffic and congestion escalates at the Tymber Creek Road and Granada intersection, the difficulty driving out of Moss Point increases and the safety decreases in the area. This is especially evident in the mornings during the work week, where it can be quite hazardous pulling out of Moss Point and crossing Tymber Creek Road to head north, or even just pulling onto Tymber Creek Road heading south during the 7 am to 9 am rush hour time period. The risk is compounded by the increase in number of cars over the years attempting to make a U-turn on Tymber Creek Road at the Moss Point turn lane, intending to pull into the Walgreens parking lot. Making matters worse, it is very common during morning rush hour to see traffic backed up well beyond the eastbound turn lanes along southbound Tymber Creek Road at the intersection with Granada Blvd. To increase the number of units per acre at the Tymber Creek Apartment project would only put more cars and pedestrians on the road, exacerbating the congestion and safety issues in the area.

In conclusion, we have enjoyed living in this area and the quality of life it affords us. Amending current guidelines pertaining to the number of units permitted to be built on this small tract of land will proportionally and dramatically increase the population and number of cars in the area, negatively impacting the quality of life for the homeowners living in the existing subdivisions off Tymber Creek Road. Please do not increase the units per acre ordnance that is currently in place to manage our growth properly.
Thank you,
Mike Willard
Moss Point Drive

From: Mike Lambert
To: Spraker, Steven
Subject: Tymber Creek Apartments
Date: Monday, November 14, 2022 7:05:07 PM

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Planning Department Ormond Beach:
We have lived at 20 Moss Point Drive since the Development sold lots and houses built, going on 33 years. We purchased and built because of the development's uniqueness, privacy, and roaming wildlife. We bought and built because of the zoning and restrictions on the surrounding properties. We have just completed an election cycle during which those seeking our vote assured us that beauty of our city would be preserved. That development would be managed and controlled. We look now for those words not to become hallow or manicured but upheld.
I am a resident of this area for 73 years , having been born at Halifax Hospital , raised near Our Lady of Lourdes Church and school, which I attended, then Father Lopez High School, then out of state for college and law school, knowing I would always return "home".
When the Jaffee group held the property, they sought to, and succeeded at, annexing a connected piece of property into the city. Later, we met with many of the city commissioners, showed them our neighborhood and walked to the project, pointing out our concerns. Instead of meeting with us, the mayor suggested that we meet directly with the attorney for, and a representative of, the proposed project. Dr. and Maureen Weiss graciously opened their home for the meeting. Concessions were pitched back and forth, each side conceding, compromising. Though we all left with the belief the project would go forward, with the concessions each pledged- to be put in writing once they got to presenting the project to the mayor and commissioners.
Waiting for the final project to be presented, we learned that the property had been sold, from the local consortium to an out of state group. Next, we were notified that the new group would be seeking the city grant an expansion from the original 10 unit per acre allowance to18 units per acre.
As a native of this area, I am horrified driving down N Clyde Morris Blvd. from Granada into Daytona. Worse is Williamson from Granada to Mason Avenue. No doubt these never-ending apartment complexes generate increased revenue for each's respective cities or the county. But at what cost? I have not spoken with one person who believes they aesthetically add to the community. I fear our elected public servants look at the tax base revenue generator and succumb, rarely foreseeing or admitting the loss, the strain on water supply, the increased traffic congestion, let alone "preserving our community".
Moss Point still has many of the original land purchasers who built their dream home at their dream location, based upon an original pledge that the surrounding areas were restricted to certain growth.
Sometimes I get concerned, as the farthest west developments that will be severely impacted by any extension of this project, we are out of sight, out of mind!
Those of us who remain in these exterior developments have demonstrated we are here for the long haul and because our land, with its attributes of peace, tranquility, and an abundance of wildlife I now get to show my grandchildren, having done the same with their now mom and dads, deeply means something to us.

Respectfully , Michael Lambert
20 Moss Point Drive
Ormond Beach, Fl.

From: richard weiss
To: Spraker, Steven
Subject: TYMBER CREEK APARTMENTS
Date: Sunday, November 13, 2022 1:49:26 PM
Attachments: letter concerning Tymber Creek.docx

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I am enclosing the letter that I want to share with the Planning Committee. Thank you for your help and please let me know that you have received this email and it can be shared as is.
Sincerely,
Richard Weiss, MD

From Richard Weiss, MD
12 Moss Point Drive, Ormond Beach, Florida 11/13/2022

To Planning Department Ormond Beach
Concerning Tymber Creek Apartments

This letter is written regarding the request to expand the Tymber Creek apartment project from 10 units per acre to 18 units per acre allowing for an 80 % increase in the population density as well as allowing for a similar increase in the total number of residents. The builder is entitled to build 10 units per acre as the land was zoned for this number. Building more than this would require an exception to the current zoning and will result in a major impact on the residents of this area. It is the ***exception*** we object to. The reasons are the following:

1: I am a hematologist and oncologist who has practiced for 37 years in this area. Our emergency rooms are filled, hospital beds are not always available and access to physicians in a timely manner is increasingly difficult. This is not just an inconvenience but can potentially be life threatening. You need to make sure that the growth in the population is accompanied by a commensurate growth in the medical community as well. Please do not increase the number of residents in the area without an adequate infrastructure as it is not safe.

2: Most of us moved here to live in a small community and avoid the high population densities of the larger cities. Bringing in large numbers of new residents in Ormond Beach will undermine this and is supported primarily by the few who will make profit and generally opposed by the vast majority who want to live in a more open space. Allowing this to happen is not planning but acquiescence. Please help find a happy medium.

3: The animals: they cannot speak for themselves, yet they gift us their presence. I do not see deer, turkey, turtles and the myriad of other species in our large cities. Let us avoid this becoming our legacy.

If we do not limit the population growth in Ormond Beach now, we will not be able to undo the consequences in the future.

Thanks for listening and sincerely,

Richard Weiss

From:	John Dietz
To:	Spraker, Steven
Cc:	Dietz Cheryl
Subject:	Opposition to Proposed Tymber Creek Apartment Project
Date:	Sunday, November 13, 2022 11:54:30 AM

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Good morning Mr. Spraker,

The purpose of this letter is to express our concern and opposition to the proposed Apartment Development project at the NW corner of Tymber Creek and Granada Blvd. in Ormond Beach, Fl.

As longtime residents of Ormond Beach, living in the Moss Point SubDivision, we have enjoyed a very nice quality of life including privacy, reasonable traffic, safety and abundant wildlife in our surrounding acreages. Additionally, we have benefitted from the local commerce and controlled / managed growth that has occurred during the last 10+ years.

We are not against managed growth! **We are are very concerned that there is consideration to raise the existing unit per acre guidelines** and potentially grant exemptions to the developer. The developers in Ormond Beach and nearby Daytona have a right to build within existing guidelines, and they are currently adding thousands of units in the surrounding area. Please don't increase the number of Units per acre allowed.

To increase the number of units per acre at the Tymber Creek Apartment project would be in direct conflict with the controlled / managed growth program that has been successfully in place for years. Although there are many negatives to increasing the units per acre we will just cite one, **traffic flow and safety near the Tymber Creek and Granada intersection, and subsequent eastbound Granada traffic congestion.**

This is already a known problem during rush hours, particularly in the mornings. It is difficult to drive out of our housing development onto Tymber Creek southbound in the mornings because traffic is frequently backed up from Granada northward all of the way to the lights at the entrance to Break Away Trails. Frequently southbound cars on Tymber Creek that want to turn left onto Granada and head eastbound are instead driving through the intersection and cutting through the neighboring strip mall and skipping the Tymber Creek turn lane altogether! What would several hundred additional cars do to this already congested intersection?

We have pictures of the traffic backed up to the Break Away trails intersection that we will be glad to share with you. Please do not increase the 'units per acre ordnance' that currently is in place to manage our growth properly.

Kind regards, John and Cheryl Dietz

From: Julie and Ken Sipes <cando2ormond@gmail.com>
Sent time: 11/09/2022 01:28:21 PM
To: Spraker, Steven
Cc: Persis, Susan
Subject: Tymber Creek Apartments SPRC Comment

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Please include these in the Planning Board packet:

This project is not compatible with the neighboring subdivisions.

The land development code allows for only 164 units, and any increase in density will be detrimental to the quality-of-life for the surrounding area's residents.

The traffic issue will become horrendous with people racing through the Walgreen's parking lot, making U-Turns in all directions on Granada Blvd., especially with the heavy school traffic in this area (from Riverbend, Calvary, Pathways, Pine Trails).

With the creeks and rivers, flooding concerns also remain an issue for this area.

This is not the right project for this area. We ask that it be rejected.

Ken and Julie Sipes

From:	Deb W <debweinbergfl@gmail.com>
Sent time:	11/07/2022 04:36:36 PM
To:	Spraker, Steven
Subject:	RE: Tymber Creek Apartments (PZ-22-008) - Include in Submission

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Dear Planning Board Members:
We are writing as we will be out of town on 12/8/22 when this meeting will take place.

We are asking the OB Planning Board members to deny this apartment project in its current form. Before granting variances to a developer please remember the current residents who live in the area and how this will affect their lives. Evaluate all new projects to ensure our last remaining green spaces are not over built, our roads & schools are not overloaded, and that infrastructure is in place before allowing a project to begin.

As you are all aware the traffic @ Tymber Creek and Granada is already problematic during school and rush hours. There are multiple new approved housing projects that will use this road. Many are ongoing and some (Marshside) have not started & are not part of the Traffic study (and will not be for years.) Aside from the traffic, the wear & tear on our roads, schools, water usage, flooding & the many issues that result in a project of this scale being built on this lot.

Adjacent to Ormond are thousands of new apartments that have been built. Large apartment complexes on Williamson, LPGA, Clyde Morris. All indirectly putting pressure on the resources that we who live in Ormond Beach are affected by daily.

We understand the need to allow new projects, but this is the type of project that should NOT be approved. This land should be bought back by either Ormond Beach or the State of Florida.
In our opinion, in order for Ormond beach to continue to be a desirable place to live not every project needs to be approved or every piece of land be developed. An Apartment complex of this size in this location does not benefit any resident that currently lives in this area.

Please take these concerns in your decision before you allow this project to move forward.
Please ask yourselves this simple question: Will this project enhance the quality of life for existing residents?

Debra & Matt Weinberg
2341 Lipizzan Trail
Ormond Beach
386-405-0866

Received 11.07.2022 – From Ron Hoopper

Planning Board

Tymber Creek Apartments

The property now is zoned for 164 units per acre. The density of which should not be increased.

What is best for residences of Ormond Beach especially West of I-95?

If the City's Land Development Code allows for 164 now, then why would and increase be of any value to the residence of Ormond Beach? Greater density is NOT what residence want nor need. This policy decision to increase the density should not be approved. Density has been discussed many times concerning Ormond Beach and it is something few people want.

The owner of the property knew what the Ormond Beach zoning is for this area. There should be NO expectations that the number of units/density should be approved.

This area on the north side of Rt.40 and west along nearby Tymber Creek Rd. have defined established neighborhoods. Residence bought their homes knowing of the present zoning of the property in question. They did not expect that a developer would ever want to increase the density more than doubled the allowed units.

Although these apartments have been referred to by the developer as "luxury apartments", they are no difference then any of the apartments that have been going up in Daytona Beach near Ormond. You can put lipstick on a pig, it's still a pig.

Ingress and egress for the proposed apartments are the same for Walgreen's, off of Rt 40. When people leave this area, they go west onto Rt 40 then, if they need to go into Ormond Beach/I-95 they must make a U turn on Rt 40 approx. 1/10th of a mile from Walgreens. The U turn is in front of Riverbend Academy which has approximately 310 students from preschool to 12th grade. With the continuing

increase in traffic now and especially future traffic from Avalon Park, it makes no sense to approve greater density in this area and create more traffic congestion.

There are traffic issues from Tymber Creek Rd to I-95. Study By FDOT recognized another needed traffic light.

The present design of Rt 40 is not prepared for this increase of density and would need considerable upgrades/redesign first and foremost.

Although there is no proposed ingress/egress onto Tymber Creek Rd all one has to do is travel through Walgreens parking lot to use Walgreen's ingress/egress. That is planning at its worst.

Obviously, the design shown on the site plan leaves little distance between 3 story unit buildings and Indian Springs community.

I believe Ormond Beach can and should do better then to approve more density, greater traffic congestion, possible loss of home values near the area and start to become and extension of Daytona Beach. Requests do not always have to be approved when in good conscience it is in the best interest of Ormond Beach and residence in the area not to approve this request.

From:	Lauren Campbell <laurann06@gmail.com>
Sent time:	11/07/2022 11:40:58 PM
To:	Spraker, Steven
Subject:	IMPORTANT- Quality of life in Ormond Beach

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Mr. Spraker,

I ask you to take this email seriously. As I am not the only person with the same concern. Ormond Beach cannot handle anymore traffic or people moving in. We need to keep our community "Ormond Beach" not a destination for people moving from other states. It is with great concern that I write to you because, as a native, I've seen so much change within the last 20 year.s And I have 35 years within this beautiful place. Granada cannot handle the traffic. Please stop with more apartments. Keep our wetlands and wild animals safe from new construction. WHERE ARE THE ANIMALS SUPPOSED TO LIVE? Growing the town larger will not do us justice, nor the animals, and the population will turn into a mini Miami. Or worse, a Daytona Beach city corner.

My true message is as follows. PLEASE CONSIDER THIS AS A GREAT CONCERN TO ALL ORMOND BEACH RESIDENCE!

My most sincere gratitude,

Lauren Campbell
29 Oak Ave, Ormond Beach

Planning Board Tymber Creek Apartments The property now is zoned for 164 units per acre. The density of which should not be increased.
What is best for residences of Ormond Beach especially West of I-95? If the City's Land Development Code allows for 164 now, then why would and increase be of any value to the residence of Ormond Beach? Greater density is NOT what residence want nor need. This policy decision to increase the density should not be approved. Density has been discussed many times concerning Ormond Beach and it is something few people want.
The owner of the property knew what the Ormond Beach zoning is for this area. There should be NO expectations that the number of units/density should be approved.
This area on the north side of Rt.40 and west along nearby Tymber Creek Rd. have defined established neighborhoods. Residence bought their homes knowing of the present zoning of the property in question. They did not expect that a developer would ever want to increase the density more than doubled the allowed units. Although these apartments have been referred to by the developer as "luxury apartments", they are no difference then any of the apartments that have been going up in Daytona Beach near Ormond. You can put lipstick on a pig, it's still a pig.
Ingress and egress for the proposed apartments are the same for Walgreen's, off of Rt 40. When people leave this area, they go west onto Rt 40 then, if they need to go into Ormond Beach/I-95 they must make a U turn on Rt 40 approx. 1/10th of a mile from Walgreens. The U turn is in front of Riverbend Academy which has approximately 310 students from preschool to 12th grade. With the continuing increase in traffic now and especially future traffic from Avalon Park, it makes no sense to approve greater density in this area and create more traffic congestion. There are traffic issues from Tymber Creek Rd to I-95. Study By FDOT

recognized another needed traffic light.
The present design of Rt 40 is not prepared for this increase of density and would need considerable upgrades/redesign first and foremost. Although there is no proposed ingress/egress onto Tymber Creek Rd all one has to do is travel through Walgreens parking lot to use Walgreen's ingress/egress. That is planning at its worst.
Obviously, the design shown on the site plan leaves little distance between 3 story unit buildings and Indian Springs community.
I believe Ormond Beach can and should do better then to approve more density, greater traffic congestion, possible loss of home values near the area and start to become and extension of Daytona Beach. Requests do not always have to be approved when in good conscience it is in the best interest of Ormond Beach and residence in the area not to approve this request.

From:	Renata Rosander <realtorrenata1@gmail.com>
Sent time:	11/03/2022 01:44:01 PM
To:	Spraker, Steven
Subject:	Tymber Creek Apartments

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Dear Planning Board & City of Ormond Beach:

Please please please do not allow these apartment buildings in our backyard. We are homeowners in Tymber Crossings and our quality of life is already taxed with all the development in Hunters Ridge. Now City Council approved nother 129 homes on Airport Road and Tymber Creek. If anyone on the planning board lives off Tymber Creek road you would see that it takes 30 min to go 2 miles to get to 95 in the morning. There is just no way the intersection of Granada and Tymber Creek can safely handle more traffic. We all bought west of 95 purposely to stay away from rental apartments.

Here are some of the issues

1. Building on the wetlands (yes the out of town developers mitigated the wetlands), right on the little tomoka river, we just had significant flooding, not to mention the chemical runoff from the landscaping straight into the river. Keep those wetlands clear to protect our homes from flooding, wildlife and water quality.
2. Horrible location planning for apartments. They are proposing the apartments share an exit with Walgreens. The renters will need to go west on Granada and make a U-Turn right at the Riverbend church/school exit (which is busy in the mornings), in order to access 95, town and shopping. There will be accidents as approximately 800 cars will be making U-Turns in the morning right where the school's exit is with hundreds of cars as well. Sunday is also extremely busy for Riverbend Church exit.
3. The people in the apartments will naturally become frustrated waiting to cross Granada to make a U-Turn on their way to work and will cut through the Walgreens parking lot to use Tymber Creek to turn left. This will make road rage as residents off Tymber Creek road that back up waiting 20 min + to make that turn will not want to let people cut in from the Walgreens parking lot. It just makes for an angry start to the day and an unhappy community all around.
4. We are a Single Family Home community! Our area is already stressed and there are more single family homes already approved (Tattersall/Avalon/HuntersRidge) that will significantly strain our clean water availability and the Traffic will be horrendous. We do not need or want apartments!

As a Realtor, I understand the owners from St Augustines have rights but not for apartments. Please do not approve this! If they want to use the land for a strip mall/businesses that makes a little more sense as long as it's not on wetlands and a much smaller footprint. Along the river there should be protected.. Our property taxes just went up and now developers want to also take away our quality of life and create guaranteed dangerous driving for all of us including the prospective tenants. Leave the apartments west of 95. I'm on our HOA board and neighbors are seriously discussing moving as a result of the apartment buildings. Look at Port Orange as an example and trust your gut and please vote no.

Thank you,

Renata Rosander and Geraldine DiRodio
Realty Pros Assured
Mobile:386-316-8041
https://www.renataongranada.com/

From:	Kelly Filasky <homedrawsplus@yahoo.com>
Sent time:	11/02/2022 02:24:37 PM
To:	Spraker, Steven
Subject:	Tymber Creek Apts

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Hello Mr. Spraker,
I am writing in regards to the proposed apartments off 40 and Tymber creek road. I am resident of Tymber Creek and find the traffic Already horrible. I cannot fathom what this road will look like when more apartments go in. Sometimes (no kidding) it has taken me 15 minutes just to go 2 miles during school hours. I would like to voice my concern and ask that this complex be axed. I feel like I have been hearing about these apartments for years now?
Thanks for listening,
Kelly Filasky
Sent from Mail for Windows

From: mary newsome <bloodymaryjn@yahoo.com>
Sent time: 11/02/2022 11:27:53 AM
To: Spraker, Steven
Subject: Tymber creek apartments

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I am a definately NO vote on this. Our traffic is already horrendous Can't see 600 more cars getting in the mix (assuming 300 units with 2 cars each) Can't they build north off US 1?

Sent from Yahoo Mail for iPhone

From: Troy Railsback <troyrailsback@yahoo.com>
Sent time: 10/02/2022 09:57:47 PM
To: mark.watts@cobbcole.com; Garrison McMillan <gmcmillan@tellus-partners.com>; Harry Newkirk <harry@newkirk-engineering.com>; Gary Von Glinow <gvg50@aol.com>
Cc: Spraker, Steven; Michael Gentry <mgentry408@gmail.com>; Steve Curtis <steve.curtis@safstor.com>; Jonathon Schrader <jschrader@tellus-partners.com>
Subject: Re: Tymber Creek Apartments

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Michael,
Thank you for passing along the information and keeping the group input/feedback/responses regarding Indian Springs HOA and more specifically a few of our Indian Springs Property Owners who will be adjacent to the development.

Garrison/Harry/Mark,
Thank you for your gracious efforts in incorporating the Indian Springs HOA's input/requests into this iteration of your site/development(s) plans.

The main focus and open item for me is the traffic impact to the current HWY 40 layout just west of the ingress/egress of your development, and more specifically the lack of turn lanes into our development (Indian Springs) as well as the Coquina Presbyterian Church (just west of your property and the Jaffee parcel on HWY 40) and Il Villaggio (just west of Indian Springs). I will continue to highlight this flaw in the current HWY 40 layout, that will become dangerously/fatally more evident with the traffic impacts of you parcel's requested use at a significantly higher density than zoned/planned. Walgreens has a turn lane (as will you in conjunction with the ingress into your parcel). Breakaway Trails has a turn lane and so does Hunter's Ridge. If having turn lane to ingress into the Tymber Creek Apartments is important and vital to traffic flow into the apartments, then the same should apply for mitigating egress traffic from a significantly higher density use than zoned/planned. Yes it has been mentioned that a longer turn lane(s) (for U turns) will very likely be part of the upgrades to HWY 40, but the weaving drivers and traffic congestion of the egress traffic from Tymber Creek Apartments mixed with Traffic Flow coming west on HWY 40 from the light at Tymber Creek Road will result in distracted, speeding, annoyed drivers (at speeds of 50+ mph) significantly more opportune to be stalled in focus of vehicles slowing down to less than 20 mph to exit HWY 40 to ingress into those above mentioned entrances without turn lanes. So my ask is that you are an advocate/good steward/supporter (vocally and financially?) of the City and State making these suggested improvements (turn lanes into those above mentioned entrances without turn lanes). Please know that Indian Springs did have a turn lane in the past, however traffic into our development and more importantly traffic on HWY 40 has significantly increased.

Steve (Spraker),
The previous paragraph is something that I would like to discuss with you further when the opportunity presents itself in the very near future. I also would like for it to be part of the note(s) reviewed by the Planning Board/Commission/Other Reviewers.

All,
Please do not hesitate to call me on my cellphone (321-663-7301) to discuss further. More later…

Troy Railsback
Southern States Management Group | SSMGFL.com
Southern States Realty Services | SSRealT.com

On Monday, September 26, 2022 at 02:04:57 PM EDT, Gary Von Glinow <gvg50@aol.com> wrote:

Garrison,

I agree that you and your team have delivered a plan concept that we all hope mitigates the concerns neighbors voiced in August. By staking the buildings and road, a proof of concept will be established.

It is my individual opinion that you have exhibited a best practice approach to interfacing with my little piece of the community impacted by your apartment development. You traveled to meet with us on our turf and walked the site with us. You and your team have proposed potential solutions to most of our concerns that on-site staking and observation could validate.

My family and I bought our house in order to spend most of our time outside surrounded by an idyllic Florida tropical forest. Any development will alter that. I sincerely appreciate your efforts to reduce the negative impact on Indian Springs. I also recognize that you will undoubtedly incur incremental costs in order to implement the revisions proposed to the original site plan. To date, my wife and I acknowledge and appreciate your willingness to work with us.

Best regards,

Gary

Sent from the all new AOL app for iOS

On Monday, September 26, 2022, 11:09 AM, Garrison McMillan <gmcmillan@tellus-partners.com> wrote:

> Harry – do we have a schedule for the field work contemplated for the surveyor? I'm happy to try and mark that wall contemplated in the site plan in addition to the bldg. corners.
> Gary – I'm not sure that balloons would give you a good representation of the height of the building elevations or not. You would have to do so on a VERY still day with no wind pollution to get the desired outcome. Let us get the staking down in the field first and discuss via an online meeting. Please keep in mind that the existing natural buffer (between the contemplated screening wall and the property line) almost all of that existing vegetation will stay and not be disturbed. We will in addition to what is already there add more rather mature (10-12 foot) EVERGREEN trees that grow upwards of 70ft to additionally screen beyond the existing vegetation that is inside that vegetation buffer. I think you will find that in no time the apartment elevations are going to be totally screened. We also have pivoted the bldgs to adjust the line of sight from the balconies with this revised site plan & added the full fence enclosure of the apartments to make sure that no trespassing is easily contemplated between the apartment tract and the Indian Springs neighborhood without scaling a fence. I hope you can see that our efforts are doing our very best to address your concerns.
> Kind Regards,
> Garrison McMillan
> 4983 New Peachtree Rd | Suite B | Chamblee, GA 30341
> d: 404.798.5974 | f: 404.393.5439
> gmcmillan@tellus-partners.com | www.tellus-partners.com
>
> **From:** Gary Von Glinow <gvg50@aol.com>
> **Sent:** Friday, September 23, 2022 3:52 PM
> **To:** mark.watts@cobbcole.com
> **Cc:** Garrison McMillan <gmcmillan@tellus-partners.com>; Harry Newkirk <harry@newkirk-engineering.com>; Steven Spraker <steven.spraker@ormondbeach.org>; Michael Gentry <mgentry408@gmail.com>; Steve Curtis <steve.curtis@safstor.com>; Troy Railsback <troyrailsback@yahoo.com>
> **Subject:** Tymber Creek Apartments
> Mark,
> I agree with Michael Gentry's email to you on September 19 regarding the latest site plan for the Tymber Creek Apartment development. Unfortunately, I didn't submit my comments to Michael regarding the site plan until the afternoon of September 19. The purpose of this email is to convey my site plan comments and requests, which I believe are consistent with Michael's.
> First, thank you, Garrison and Harry for meeting with us on August 15 at the development site and my backyard. All three of you listened to our issues and concerns and have now proposed revisions to your site plan that appear to be consistent with what we discussed. As Garrison noted in his August 18 letter to me, staking Buildings 8 and 9 will allow us "to know exactly what we are dealing with from a buffer perspective."
> Regarding the staking, I also ask that balloons or some other form of staking be used to show the actual elevation of Buildings 8 and 9. In addition, the close proximity of the Apartment road to our pool house and outdoor swimming pool, may pose significant headlight and noise (motorcycle) intrusion on us and our neighbors. Therefore, I also request that you stake the west side of the Apartment road/wall that runs parallel with Indian Springs Drive and Circle. I also wonder if the construction and materials of the proposed wall have noise reduction qualities.
> Thank you once again for listening to us and making what I hope will prove to be a significant reduction in our buffer and privacy intrusion concerns. I very much look forward to discussing the revised site plan once the above staking has been completed.
> Best regards,
> Gary Von Glinow
> 39 Indian Springs Drive
> 847-624-0619

Sent from the all new AOL app for iOS

From:	Marian Marrese <m41257@yahoo.com>
Sent time:	08/18/2022 12:01:19 PM
To:	Spraker, Steven
Subject:	Tymber Creek Apartment Complex

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

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August 17, 2022

Mr. Spraker,

First, I would like to thank you for your service to our community and your consideration of this letter. I know it takes time and responsibility in achieving your goals for our community.

Secondly, I am writing this letter regarding the projected Tymber Creek Apartment complex to be located next to and behind the Walgreens on the corner of Granada Blvd and Tymber Creek Rd. I believe that this development will have a significant negative impact on the community that I and my family have lived in for over 40 years. Many of our local residents, including myself, attended the meeting at Coquina Church in June regarding this proposed complex. This development in its location and size will make our community much less safe and the traffic volume and traffic pattern will make this area dangerous, especially for school and public transportation as it was discussed at the meeting. As a result, this will make our Ormond Beach area much less desirable.

There is a saying: "**Less is More**" Regarding this development and location, I believe, **less** development results in **more** safety, **more** beauty, and a **more** eco-friendly environment. In my opinion, negating or significantly limiting this development would be the **more** responsible decision.

Please consider this when voting on the advancement of this development. Again, I would like to thank you for your time, your service and your consideration.

Sincerely,

Dr. Roxy Marrese Jr., M.D.
6 Moss Point Drive
Ormond Beach, FL 32174

From:	jimbaro2@aol.com
Sent time:	08/14/2022 12:54:12 PM
To:	Spraker, Steven
Subject:	Tymber Creek Apartment Complex

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Mr. Spraker,

My wife and I live in the Moss Point Subdivision. I attended the June meeting at the Coquina Church pertaining to the projected Tymber Creek apartment development. There are several items that were discussed at the meeting that are concerning, not the least of which is the impact to the existing residents in the area of the planned development. Most of the people have significant investments in their properties and enjoy the lifestyle we have become accustomed to over the years, which made Ormond Beach the place we decided to live and raise our families.

Another concern is the desire of the developer to increase the overall size of the project. Allowing an increased size will negatively impact the density of our area and worsen the existing traffic problems on Route 40 and Tymber Creek Road. Currently trying to make a left turn from Tymber Creek Road on to route 40 takes several traffic lights due to the back-up of traffic already existing on route 40 going east. The delays will only get worse due to the residents wanting to exit the apartment complex and go east into Ormond Beach. To do this they must attempt to cross two lanes of west bound traffic on route 40 and then attempt to make a U-turn into east bound traffic. The likely hood of accidents, injuries or worse and further back-ups is heightened.

Another person at the meeting asked the developer if they are going to manage the complex after the project is completed and for how long. The response was they would build it, manage it, and in a year sell it. That attitude does not bode well for our community. This project appears to be nothing more than a money-making proposition for the developer and a detriment to the citizens and the city of Ormond Beach.

My wife and I hope the planning board and commissioners will seriously consider studying existing options in the codes that mitigate the impact to the subdivisions that will be negatively impacted by this development. We are all caring residents of Ormond Beach and are concerned about the future of our properties, the lifestyle we have all come to love and the wellbeing of our city.

Thank you for the opportunity to express some of the concerns that we have about the proposed development.

James and Sylvia Barocas
16 Moss Point Drive

From: Gary Von Glinow <gvg50@aol.com>

Sent time: 08/11/2022 11:06:11 AM

To: scurtis@charleswayne.com; mgentry408@gmail.com; troyrailsback@yahoo.com; mark.watts@cobbcole.com; gmcmillan@tellus-partners.com; harry@newkirk-engineering.com; regina.epple@cobbcole.com; nika.hosseini@cobbcole.com; mimivon@aol.com; Spraker, Steven; Allen, David; Culliver, Cara

Subject: Fwd: Tymber Creek Apartments

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* CORRECTED COPY*

This corrected copy replaces the one I sent last night and includes the removal of the sentence fragment between Sections B and C, and placing it where it belonged as highlighted in A.8. This is the only change. Sorry for any inconvenience; and thank you for taking the time to read this.

Gary

-----Original Message-----
From: Gary Von Glinow <gvg50@aol.com>
To: steven.spraker@ormondbeach.org <steven.spraker@ormondbeach.org>; david.allen@ormondbeach.org <david.allen@ormondbeach.org>
Cc: scurtis@charleswayne.com <scurtis@charleswayne.com>; mgentry408@gmail.com <mgentry408@gmail.com>; troyrailsback@yahoo.com <troyrailsback@yahoo.com>; mark.watts@cobbcole.com <mark.watts@cobbcole.com>; gmcmillan@tellus-partners.com <gmcmillan@tellus-partners.com>; harry@newkirk-engineering.com <harry@newkirk-engineering.com>; regina.epple@cobbcole.com <regina.epple@cobbcole.com>; nika.hosseini@cobbcole.com <nika.hosseini@cobbcole.com>; cara.culliver@ormondbeach.org <cara.culliver@ormondbeach.org>; mimivon@aol.com <mimivon@aol.com>
Sent: Wed, Aug 10, 2022 6:21 pm
Subject: Tymber Creek Apartments

Dear Steven and David,

First and importantly, thank you for the time you spent meeting with Steve Curtis, Michael Gentry and me at the north cul de sac of the Indian Springs subdivision. Both of you listened very attentively to our comments and concerns and then viewed the developer's property from our backyard and property line.

From a sight line and privacy perspective, my house at 39 Indian Springs Drive is, by far, the most directly impacted, in any subdivision, bordering the proposed apartment development.

Steven, you met with my wife and I several times in your office when the Jaffe Corporation proposed development of the Tymber Creek property. Our questions and potential concerns at that time remain the same regarding the impact on our property, since the current proposal appears identical to the Jaffe proposal regarding location and configuration of the proposed apartment buildings.

The purpose of this letter is to provide some information about my wife and I, and how we came to buy 39 Indian Springs Drive, to express general support for the use of the land behind us, and to list questions, concerns, and immediate requests regarding certain features of the proposed development.

Relevant Background

My wife and I are retired. We will celebrate our 40th wedding anniversary later this year.

For many years, we spent our vacations in or around the Cocoa Beach area. In January 2017, we started our search for a VRBO rental and found everything was booked and, at the last minute, a house on Halifax Avenue in Ormond Beach had a cancellation, and we rented it for 2 months. We had never heard of Ormond Beach.

We fell in love with everything about Ormond Beach. When our lease expired, we rented a condo on the river, began our search for a permanent home, and bought 39 Indian Springs Drive on 6/30/17. We moved in with no furniture...nothing. Later in the year, we sold our house in Lake Forest, IL and physically moved our household. Like many others, our only regret is that we didn't find Ormond Beach sooner.

We have two grown daughters, both are married, both own businesses with their husbands that allow them to work at home, and both have 2 children under the age of 4. One lives in Chicago, and the other in Brooklyn.

We bought 39 Indian Springs Drive specifically because it was configured to easily house our daughters and their families for weeks at a time. As parents and grandparents, we wanted to entice them and our grandchildren to visit often. Last month, both girls and their families spent nearly two weeks with us and one family is returning on August 22nd for a weeks' stay.

Our House

The developer's plans show the corner of our main house, but not the pool and enclosure immediately behind our main house, nor the pool house immediately behind our pool enclosure. Our pool house is the closest structure to our property line and, therefore, closest to the proposed apartment buildings. I have mentioned correcting the misleading depiction of our structures on the developer's plans to both developers or their agents, with no response.

The builder of several homes in Indian Springs, built our house for himself and his family in 2008. They lived here for many years. Naturally, he positioned the house on its property and designed the rear of the house, pool, and pool house to have optimal views of the forest and vegetation now occupying the developer's land behind us. For example, our master bedroom is located at the rear of our house, with sliding doors to the lanai and pool, and a 9' x 7.5' single pane window that faces the developer's property and is the closest portion of our main house to the developer's property.

The Proposed Development

While we had been told by our realtor that the forested land behind us "could never be built on," we also agree that ignorance is no excuse for objecting to the proposed development. In fact, we support the land use for this development and the proposed number of rental units. And, we think the illustration of the proposed buildings are attractive.

Compatibility Concerns and Requests

First, I have no experience in contracting to build a structure of any kind. I don't know how to read the plans that the developer is required to provide us. On the other hand, I challenge any experienced builder, or even a registered surveyor, to use the plans provided to us and, without a GPS or other CAD/CAM aid, to walk out into the forested land to be developed and stake the corners of Buildings 8 and 9.

A. Privacy - We want the impact on our privacy (sight lines, sound, etc.) to be mitigated. The specifics of that mitigation request can be provided only once the following actions are completed:

1. The location of building 8 and 9 are staked with materials that are visible from our property line. The stakes should show buildings directly behind the entire width of our property line.
2. Poles or other identifying objects are positioned to show the height of the 2nd and 3rd floor balconies directly behind the entire width of our property line. Please note: the land on which Buildings 8 and 9 are to be built is significantly higher than our property.
3. New, bright-colored ribbons are placed and visible on all trees that will be removed behind the entire width of our property line. Ribbons originally placed years ago by the Jaffe Corporation have faded or are not visible today.
4. Landscaping - Steven, you mentioned that a landscape designer employed by the city could meet with us to examine and assess current and planned vegetation. I would appreciate it if you would provide me the name and contact information for this landscape designer, or alternately provide my contact information to that person. Landscaping mitigation is particularly crucial to us since much of the current vegetation on the developer's land between our property line and the approximate location of Buildings 8 and 9 is quite short (a few feet high) compared to other areas of the developer's land.
5. Stakes or other objects are placed such that can be seen from our property line along the apartment road beginning prior to the curve around the corner of Building 9 and continuing for the width of our property line. In addition to sound intrusions, we are interested in assessing the impact of vehicle headlights on our property.
6. Parking - Stakes or other objects are placed on all parking spaces, planned and approved (including those not being built by this developer) that face our property line.
7. Configuration of Buildings - The current developer purchased the land and decided to propose the same configuration of buildings as the Jaffe Corporation. I ask that the developer consider positioning Building 8 in a manner that would significantly reduce its undesirable intrusion on our privacy.
8. Urgency - We requested most of the above in person with an employee of the Jaffe Corporation. On June 8, 2022, I made a similar request (primarily focused on 1 and 2 above to an agent of the current developer. My concern is that any delays by the developer in fulfilling our request might prevent us or anyone else from intelligently and thoroughly assessing the impact of this development on the community and its residents and

making that assessment and related mitigation requests known to the developer and those officials who are responsible for reviewing and approving/revising the developer's proposal. In other words, delay or non-compliance with our requests helps the developer and harms impacted Ormond Beach residents. And worse, may prevent approving authorities and commissions from making fully informed decisions.

9. Photoshop technology exists and is available to the developer and, perhaps the City's landscape designer, to provide us with a best effort picture of the impact of the proposed development with and without mitigation. As the owner of the house that is significantly impacted by privacy concerns resulting from the developer's current proposal, I request this support to be provided to us well in advance of any official meeting to review or approve the developer's proposal.

B. Security and Sound - While we view 600+ tenants in 300 units as validation of our decision to decide to live west of Interstate 95, common sense also suggests that density increases the need for increased security. Indian Springs homeowners have suffered break-ins and burglaries in the past. The HOA took steps to increase our security by causing our subdivision to be gated 24/7. The developer's land has provided a natural barrier on our East side.

The construction of a wall or other barrier between the proposed apartment buildings and Indian Springs would strengthen security for all homeowners and tenants and could also provide a sound buffer. My wife and I strongly endorse and support the requests of Steve Curtis and Michael Gentry regarding the need for an effective wall barrier.

C. Traffic Safety - It appears to me that the current developer purchased the land and is proceeding with basically the building plan as was proposed by the Jaffe Corporation. On June 8, 2022 at the meeting at the Coquina Church, I was shocked to learn that the only significant change to the Jaffe plan was to eliminate access to the apartments by tenants from Tymber Creek Road and to require all ingress and egress of tenants to occur west of the Walgreens access on Granada.

I do not understand the reason or benefit of this change or what problem it is attempting to solve. As a reasonable person, causing some large portion of 600+ cars from the apartments to join 100+ parents delivering their children to the Little Blessings School, and hundreds of other parents delivering their children to River Bend Academy within a few hundred linear feet while semi-trucks and other vehicles are joining this same linear space at high speed on Granada through the Tymber Creek intersection is a recipe for disaster. Obviously, FDOT has the expertise to evaluate this and if they approve this without some serious changes to the roadway, I must accept their decision.

What I am requesting now is a written or oral presentation by the developer that describes the reasons and rationale for this dramatic change to the Jaffe proposal.

As I look over the length of the above, one could conclude that my wife and I are strongly opposed to this development. That conclusion would be wrong.

We are generally supportive of growth and development west of I95, and we are specifically in favor of the 300 unit apartment complex that is proposed. Once our requests are met in A and B above, I expect that reasonable mitigation requests arising from a more transparent assessment of the developer's proposal can be agreed upon by all parties.

Finally, I have found this process very frustrating and ineffective due to communication requirements to which developers must comply. A sheet slightly larger than 8.5” x 11”, depicting the location of proposed buildings on forested land covering multiple acres, is not very informative or user friendly for a typical resident. In this situation, knowledge and information equates to power. The information requirements placed on a developer seem to tilt the power equation strongly in favor of the developer. The resident is left largely in the dark, in my opinion. Most of my requests above are my attempt to achieve transparency, a balance of power, and shared facts and information as a basis for reaching agreement on reasonable mitigation solutions.
****

Steven please forward this to whomever you feel is appropriate. I apologize for the length of this note, but felt it was necessary to err on wordiness for those that have never been to our house.

Best regards,

Gary C. Von Glinow
39 Indian Springs Drive
Ormond Beach, FL 32174
phone: 847-624-0619

From: mgentry408@gmail.com
Sent time: 08/08/2022 10:00:45 AM
To: Spraker, Steven
Cc: scurtis <scurtis@charleswayne.com>; Gary Von Glinow <gvg50@aol.com>; Troy Railsback <troyrailsback@yahoo.com>
Subject: Tymber Creek Apartment Complex Proposal

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr. Spraker,
Upon review of the latest submittal of the Tymber Creek Apartment complex, I was surprised and disappointed. I attended the Neighborhood meeting at Coquina Church in early June which crystalized the concept of the project. Most of the comments were concerning traffic, safety, security, aesthetics of the area and the footprint of the Complex. After the meeting I spoke with both Marc Watts, Attorney for the developer and Garrison McMillan, the developer. I expressed safety concerns with the property being within a few feet of two homes in our development and my desire for a non-penetrable wall, preferably some type of block, brick at least 8' tall. I also invited Garrison to come walk through our development and see firsthand the next time he was in town. It may be he has not been back to Ormond Beach since the meeting, but I have not heard from him or any member of his team. While I felt he understood my concerns about separation and he indicated he would talk to his team about a fortified wall, the concept of a 6' vinyl white fence is egregious to me and erodes any confidence in addressing other concerns voiced by residents during the meeting.
It is interesting the desire to be "good neighbors" was mentioned multiple times. Yet, when Mr. McMillan was asked his company's intentions, he replied they intend to build it, get it leased, operate it for one year and sell it. This leads me to conclude being a good neighbor only applies to getting approval in a manner which is beneficial for Tellus Partners to sell for an acceptable profit and leave the balance of the "good neighbors" to deal with traffic, safety, security and aesthetics beyond a couple of years.
At this point after reviewing the plans, I feel at a minimum the developer should construct a wall of block or brick at least eight foot high on top of the retention wall they show in the schematic around the property and in all other areas along the property line as required to provide an adequate barrier. This would at least provide a level of separation and security from Indian Springs and the Little Blessings School and Coquina Church which also is adjacent to the property. Additionally, I would require the Developer to reposition Building Nine and arrange the balconies to the woods rather than the homes in Indian Springs and the Little Blessings School.
While I recognize the rights of the developers to build what is allowed within regulations and codes, they should not be entitled to ignore what may be more expensive, inconvenient and a significant change in the surrounding neighborhoods.
I thank you for the opportunity to submit my primary concerns and suggestions on this project.
Sincerely,
Michael Gentry
10 Indian Springs Drive
Ormond Beach, FL 32174
Michael Gentry
Email mgentry408@gmail.com
Cell 386-405-8632

From: Spraker, Steven
To: City Clerk
Subject: Re: I concur with this Ormond Beach Taxpayer/Resident/Voter
Date: Monday, June 13, 2022 9:58:31 AM
Attachments: image003.png
image003.png

Thank you

Sent from my iPad

> On Jun 13, 2022, at 9:53 AM, City Clerk <cityclerk@ormondbeach.org> wrote:
>
> I believe this gets sent to you.
>
> <!--[if !vml]--><!--[endif]-->
> **Ashley McLoughlin**
> **Administrative Assistant, City of Ormond Beach**
> 22 South Beach Street, Ormond Beach, FL 32174
> Main: (386) 677-0311 | Direct: (386) 676-3331 | Fax: (386) 676-3330
> Ashley.McLoughlin@ormondbeach.org
> www.ormondbeach.org
>
> **From:** Amy Sandler <amysandler72@yahoo.com>
> **Sent:** Sunday, June 12, 2022 9:47 AM
> **To:** City Clerk <cityclerk@ormondbeach.org>
> **Subject:** I concur with this Ormond Beach Taxpayer/Resident/Voter
> **[External Email-Use Caution] - OB/IT Helpdesk**
>
> "Regarding the pending Tymber Creek Apartments project, please do not approve the developer's request for an increase from 10 units to 18 units per acre.
>
> The absolutely ridiculous and extremely dangerous traffic pattern the developer has planned for the approximately 500 - 600 cars exiting the apartments, going west on 40 and making a U-turn to come back east, combining that with the heavy traffic issues we presently have is a disaster waiting to happen. Our neighborhoods west of 95 are made up of single family homes.
>
> A three story, 300 unit apartment building is not compatible with the area. Please vote nay and represent the citizens of Ormond Beach rather than an out-of-town developer who could care less about the residents living here or the mess he will leave after cramming as many units and people and cars he can into a piece of property smack dab in the middle of our community. Thank you
>
> Sent from my iPad

From: Partington, Bill
To: Shanahan, Joyce; Whitley, Claire; Hayes, Randy; Spraker, Steven
Subject: Fwd: Tymber Creek Apartmets
Date: Sunday, June 12, 2022 10:13:30 AM

Bill Partington
Sent from my iPhone

Begin forwarded message:

> **From:** V Kester <kester41@gmail.com>
> **Date:** June 12, 2022 at 9:55:33 AM EDT
> **To:** "Partington, Bill" <Bill.Partington@ormondbeach.org>
> **Subject: Tymber Creek Apartmets**
>
> **[External Email-Use Caution] - OB/IT Helpdesk**
> Regarding the pending Tymber Creek Apartments project, please do not approve the developer's request for an increase from 10 units to 18 units per acre. The absolutely ridiculous and extremely dangerous traffic pattern the developer has planned for the approximately 500 - 600 cars exiting the apartments, going west on 40 and making a U-turn to come back east, combining that with the heavy traffic issues we presently have is a disaster waiting to happen. Our neighborhoods west of 95 are made up of single family homes. A three story, 300 unit apartment building is not compatible with the area. Please vote nay and represent the citizens of Ormond Beach rather than an out-of-town developer who could care less about the residents living here or the mess he will leave after cramming as many units and people and cars he can into a piece of property smack dab in the middle of our community. Thank you.
> Victoria Kester
> Breakaway Trails resident
> Sent from Mail for Windows

From: Partington, Bill
To: Shanahan, Joyce; Whitley, Claire; Hayes, Randy; Spraker, Steven
Subject: Fwd: Apartments:
Date: Friday, June 10, 2022 10:57:11 AM

Sent from my iPad

Begin forwarded message:

> **From:** Barry Miller <millerpsu66@icloud.com>
> **Date:** June 10, 2022 at 10:12:01 AM EDT
> **To:** "Partington, Bill" <Bill.Partington@ormondbeach.org>
> **Subject: Apartments:**
>
> [External Email-Use Caution] - OB/IT Helpdesk
>
> Let's not start building more apartment complexes in Ormond. Traffic is awful already. Putting apartments on Tymber Creek will only add to the congestion that's already bad. Have the courage to say no to more building in the Tymber Creek area. Thank you. Barry Miller
>
> Sent from my iPhone

From: Partington, Bill
To: Shanahan, Joyce; Whitley, Claire; Hayes, Randy; Spraker, Steven
Subject: Fwd: Tymber Creek Apartments
Date: Friday, June 10, 2022 3:48:50 PM

Sent from my iPad

Begin forwarded message:

From: mclarnanrio316@cs.com
Date: June 10, 2022 at 3:47:43 PM EDT
To: "Partington, Bill" <Bill.Partington@ormondbeach.org>
Subject: Tymber Creek Apartments
Reply-To: mclarnanrio316@cs.com

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

Hello Mayor Partington

Regarding the pending Tymber Creek Apartments project, please do not approve the developer's request for an increase from 10 units to 18 units per acre. The absolutely ridiculous and extremely dangerous traffic pattern the developer has planned for the approximately 500 - 600 cars exiting the apartments, going west on 40 and making a U-turn to come back east, combining that with the heavy traffic issues we presently have is a disaster waiting to happen. Our neighborhoods west of 95 are made up of single family homes. A three story, 300 unit apartment building is not compatible with the area. Please vote nay and represent the citizens of Ormond Beach rather than an out-of-town developer who could care less about the residents living here or the mess he will leave after cramming as many units and people and cars he can into a piece of property smack dab in the middle of our community. Thank you.
Mike & Mindy McLarnan
Tymber Creek
Ormond Beach FL

From: Partington, Bill
To: Shanahan, Joyce; Hayes, Randy; Spraker, Steven; Whitley, Claire
Subject: Fwd: Tymber Creek Apartments
Date: Friday, June 10, 2022 10:56:57 AM

Sent from my iPad

Begin forwarded message:

> **From:** Patricia Lang <outlook_58AC308E4BA1F9B1@outlook.com>
> **Date:** June 10, 2022 at 10:49:06 AM EDT
> **To:** "Partington, Bill" <Bill.Partington@ormondbeach.org>
> **Subject: Tymber Creek Apartments**
>
> **[External Email-Use Caution] - OB/IT Helpdesk**
> Pleas, please, NO MORE APARTMENTS! THIS IS SO UNNECESSARY. And both Route #40 and Tymber Creek are already overloaded with vehicles.
> Please save us from further distruction.
> Patricia and Stephen Lang
> 19 Deep Woods Way
> Sent from Mail for Windows

From: Partington, Bill
To: Spraker, Steven; Shanahan, Joyce; Hayes, Randy
Subject: Fwd: Tymber Creek Apts
Date: Thursday, June 9, 2022 9:00:10 AM

Just FYI…..

Sent from my iPad

Begin forwarded message:

> **From:** Anna Hannon <anna_hannon@yahoo.com>
> **Date:** June 9, 2022 at 8:58:25 AM EDT
> **To:** "Partington, Bill" <Bill.Partington@ormondbeach.org>
> **Subject: Tymber Creek Apts**
>
> [External Email-Use Caution] - OB/IT Helpdesk
>
> Hi Bill,
>
> I've met your dad a few times at RCOBA lunches. Nice man!
>
> We need your help going to bat for Ormond Beach residents please. Apartments are just not what we expected when we bought here west of 95. I understand the investor has the right to use it as commercial including multi family apts. But I really urge our city council to stay strong on the 10 units per acres vs the 18 they want. I think people assumed by commercial that it would be restaurants or stores that would bring convenience to our residents like the strip mall by 7-11. Hopefully they listen to your input.
>
> Cobb Cole presented the increase to 18 units per acre like it was a done deal and only when I questioned did he explain that it has not been approved yet. The city doesn't owe special preference to this out of town guy. If he bought it with 10 per acre, that's what it needs to stay at. There's no logical advantage to Ormond Beach residents to increase it. We can't make this change just to bring in more tax money. The long time residents of upscale communities deserve better consideration.
>
> Also can you find out what other properties in Ormond are at risk for apartment development so residents can be more proactive in requesting zoning changes?
>
> It doesn't seem that small town Ormond can take an uptick in density and keep Ormond as the pleasant area that it is. The expansion needs to move west rather than more density where we're already established. Our infrastructure can't take it.
>
> Not looking forward to the Regal turning into apartments either. You can hardly turn out of Publix during rush hour without significant backup on Williams. I think the consensus tonight was that the apartments being built on Clyde Morris

and Williamson makes more sense because we already think of that as commercial. It's east of 95 and it was always a known that it would be developed by commercial. The preference is always condos or townhomes over apartments.

Anna Hannon
386-383-0707

From:	mclarnanrio316@cs.com
To:	Partington, Bill; dwight.selby@ormondbeach.org; troy.kent@ormondbeach.org; Persis, Susan; rob.littleton@ormondbeach.org
Cc:	Shanahan, Joyce; Spraker, Steven
Subject:	Proposed Apartments on Tymber Creek Road
Date:	Friday, February 12, 2021 1:22:32 PM

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

Please protect neighboring communities west of I-95 and deny the Jaffe Corporation's proposed plan to build a three story, ten building, 300

unit apartment complex on Tymber Creek Road at the busy intersection with State Road 40. The City Commission considering such a large,

incompatible project in a wonderful long-established community of single family homes is questionable at best. The resulting

over-development will negatively impact traffic, the environment, water/sewer use, stormwater runoff into the Tomoka River, and compatibility

with neighboring properties adjacent to the proposed "best use of property luxury apartments" which will be exponentially worse than the

Marshside application that the city commission rejected for the same potential impacts on a much lesser scale. Thank you for denying this

proposed project.

Mindy McLarnan
Tymber Creek

From: Darla, Chipper
To: Spraker, Steven
Subject: Planned Apartments
Date: Monday, July 27, 2020 1:47:30 PM

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

Live in Tymber subdivision on Tymber Creek Road 0.5 miles from Granada and Tymber Creek Road intersection.

Mr Spraker,

I am speaking about the planned apartment building behind Wal HGreens on Tymber Creek. The planning board, in my opinion, has gone nuts with allowing unbridled growth plans all over Ormond Beach. Obviously, and sadly, palms are getting greased. Guess this must be remedied at the voting booth. I am against this apartment complex build.

Sincerely,

Darla Wickham
352 Hickory Hill Pl
Ormond Beach

Sent from Mail for Windows 10

Virus-free. www.avast.com

From: Betty Lou Geis
To: Spraker, Steven
Subject: Timber creek apartments
Date: Friday, July 17, 2020 1:00:13 PM

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

I can’t even imagine the city thinking about allowing a 300 multi family apartment complex on the corner of timber Creek and West Granada when we all know what’s going to happen two blocks down to the west with Avalon Park. What are we thinking? Granada Boulevard will become a parking lot ! Does anybody care about the quality of life in Ormond Beach anymore? I hope it comes under considerable scrutiny. Betty Lou Geis.

Betty Lou-
from my iPhone

From: Mail-service
To: Spraker, Steven
Subject: Proposed Apartments On Tymber Creek Road
Date: Monday, June 29, 2020 6:45:47 PM

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

Mr. Spraker

I ask that you do not approve the proposal for apartments at the corner of Tymber Creek Rd and Granada. The area is already overbuilt and this will do nothing to help the situation. There is no housing shortage in Ormond, but there is now an overabundance of traffic. Adding 296 apartments will likely result in an additional 500 cars on the road in this area. From the stoplight on that corner (Tymber Creek / Granada) to the east end of Granada (Rte 1) is 7 miles and there are already 17 traffic lights! That's right, 17 traffic lights! Enough is enough. It's time to come to grips with the overbuilding in Ormond and this would be a great start.

Thank you
Ron and Karen Iseman

ATTACHMENT 4

Environmental information

- St. Johns River Water Management District permit 95674-3
- Landscape analysis
- Listed Species Report
- Environmental Support Document

St. Johns River
Water Management District
Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

September 16, 2022

Garrison McMillan
VCP Ormond Beach II, LLC
2120 S Highway A1A
Vero Beach, FL 32963-3119

SUBJECT: 95674-3
Tymber Creek Apartments

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on September 16, 2022. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:
If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:
For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:
To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and

GOVERNING BOARD

Rob Bradley, CHAIR FLEMING ISLAND
Maryam H. Ghyabi-White, VICE CHAIR ORMOND BEACH
J. Chris Peterson, SECRETARY WINTER PARK
Ron Howse, TREASURER COCOA
Ryan Atwood MOUNT DORA
Doug Bournique VERO BEACH
Douglas Burnett ST. AUGUSTINE
Cole Oliver MERRITT ISLAND
Janet Price FERNANDINA BEACH

select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:
Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at http://www.sjrwmd.com/permitting/permitforms.html.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,

Michelle Reiber

Michelle Reiber, Bureau Chief
Division of Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Harry H Newkirk
Newkirk Engineering
1230 N US Highway 1
Ste 3
Ormond Beach, FL 32174-6636

Bill Griffy
Ecological Consulting Solutions, Inc.
235 Hunt Club Ct
Ste 202
Longwood, FL 32779

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 95674-3 **DATE ISSUED:** September 16, 2022

PROJECT NAME: Tymber Creek Apartments

A PERMIT AUTHORIZING:
The District authorizes, as limited by the attached permit conditions, the construction and operation of a Stormwater Management System for a 13.537-acre project known as Tymber Creek Apartments as per plans received by the District on August 31, 2022 and the Wetland Impact / Preservation Plan (Sheet 85) received by the District on April 12, 2022.

LOCATION:
Section(s): 25 Township(s): 14S Range(s): 31E
Volusia County

Receiving Water Body:

Name	Class
Little Tomoka River	III Fresh, OFW, IW

ISSUED TO:
VCP Ormond Beach II, LLC
2120 S Highway A1A
Vero Beach, FL 32963-3119

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached “Exhibit A”, dated September 16, 2022

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: Michelle Reiber

Michelle Reiber
Bureau Chief

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 95674-3
Tymber Creek Apartments
DATED September 16, 2022

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

    a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

    b. For all other activities — "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

   b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

   b. Convey to the permittee or create in the permittee any interest in real property;

   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

    a. Immediately if any previously submitted information is discovered to be inaccurate; and

    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall

request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. This permit for construction will expire five years from the date of issuance.

20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

23. Deed of Conservation Easement

    This permit requires the recording of a conservation easement. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable). Before recording them, the permittee shall ensure that these documents are acceptable to the District as described below.

    Description of Conservation Easement Area.
    The permittee shall provide to the District for review and written approval a copy of: (a) the preliminary plat showing the area to be encumbered by the conservation easement, or (b) a surveyor's sketch and legal description of the area to be placed under the conservation easement, per the approved mitigation plan, at least 45 days before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required; (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required; (3) the sale of any lot or parcel; (4) the recording of the subdivision plat; or (5) use of the infrastructure for its intended use, whichever occurs first.

    If the impacts to an upland within a Riparian Habitat Protection Zone or to a wetland or surface water for which mitigation is required will occur in discrete phases, the areas to be preserved to offset such impacts may be placed under conservation easement in phases such that impacts are offset during each phase. Such phasing of preservation shall only occur if it has been proposed in the mitigation plan and approved by the permit, or if it is approved in writing by the District. A surveyor's sketch and legal description of the area to be placed under conservation easement during each phase must be submitted in accordance with the previous paragraph.

    Recording of Conservation Easement.
    Before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required, (3) the sale of any lot or parcel, (4) the recording of the subdivision plat, or (5) use of the infrastructure for its intended use, whichever occurs first, the permittee shall record a conservation easement. The conservation easement shall include restrictions on the real property pursuant to section 704.06, Florida Statutes, and be consistent with section 10.3.8, ERP Applicant's Handbook, Volume I(October 1, 2013) and Fla. Admin. Code R. 62-330.301(6).

    The conservation easement shall be in the form approved in writing by the District and, if no plat has been submitted, the easement shall include the approved legal description and surveyor's sketch. If the District does not provide written comments on the preliminary plat or surveyor's sketch and legal description within 45 days of receipt, then the permittee may record the conservation easement with the legal description and surveyor's sketch or plat

reference previously submitted. If the District provides written disapproval of the preliminary plat or surveyor's sketch and legal description, the permittee shall, within ten (10) days of receipt of the disapproval, correct all errors with the conservation easement, including the preliminary plat or legal description and surveyor's sketch, and record the conservation easement. Pursuant to section 704.06, Florida Statutes, the conservation easement shall prohibit all construction, including clearing, dredging, or filling, except that which is specifically authorized by this permit, within the mitigation areas delineated on the final plans and/or mitigation proposal approved by the District.

The easement may not be amended without written District approval.

Additional Documents Required.
The permittee shall ensure that the conservation easement identifies, and is executed by, the correct grantor, who must hold sufficient record title to the land encumbered by the easement. If the easement's grantor is a partnership, the partnership shall provide to the District a partnership affidavit stating that the person executing the conservation easement has the legal authority to convey an interest in the partnership land. If there exist any mortgages on the land, the permittee shall also have each mortgagee execute a consent and joinder of mortgagee subordinating the mortgage to the conservation easement. The consent and joinder of the mortgagee shall be recorded simultaneously with the conservation easement in the public records of the county where the land is located. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable).

24. The operation and maintenance entity shall submit inspection reports to the District one year after the operation phase of the permit becomes effective and every two years thereafter on form 62-330.311(1), "Operation and Maintenance Inspection Certification". The inspection form must be signed and sealed by an appropriate registered professional.

25. The proposed project must be constructed and operated as per plans received by the District on August 31, 2022 and the Wetland Impact / Preservation Plan (Sheet 85) received by the District on April 12, 2022.

26. Proposed impacts to wetlands and upland Riparian Habitat Protection Zone (RHPZ) must be in accordance with the environmental plans received by the District on December 1, 2020.

27. The proposed mitigation plan, which includes preservation of 2.264 acres of wetlands and 2.778 acres of adjacent uplands onsite per Drawing 85 of the plans received by the District on April 12, 2022 and the purchase of 1.89 forested freshwater UMAM credits from Tiger Bay Mitigation Bank per the letter of reservation received by the District on April 12, 2022, is incorporated as a condition of this permit.

28. Before the start of any construction, the permittee must provide the District with documentation demonstrating that 1.89 forested freshwater UMAM mitigation credits have been debited from Basin 17 of the Tiger Bay Mitigation Bank ledger.

29. In the event that the permittee does not successfully complete the transaction to obtain 1.89 forested freshwater UMAM mitigation credits from Basin 17 of Tiger Bay Mitigation Bank, the permittee must obtain a permit modification to provide alternative mitigation.

30. Prior to the sale of any lot or parcel, or use of the infrastructure for its intended use, whichever comes first, the permittee must erect signs on the landward side of the areas

bound by the conservation easement (as depicted on Drawing 85 received by the District on April 12, 2022) that state:

“CONSERVATION AREA: No dumping, land clearing, or other disturbance to vegetation will be permitted beyond this point.”

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.

2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.

3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at *sjrwmd.com*. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.

5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).

6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.

7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.

9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to *compliancesupport@sjrwmd.com* (preferred method) **or** send a copy of the original affidavit to:

Office of Records and Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Records and Regulatory Support at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant)_____
permit#_____. The project is located in _____County, Section _____, Township _____ South, Range _____ East. The permit authorizes a surface water management system on _____ acres for _____ known as _____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Office of Records and Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

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CITY OF ORMOND BEACH

22 South Beach Street
Ormond Beach, Florida 32174
TEL: (386) 676-3288
FAX: (386) 676-3304
E-mail: cara.culliver@ormondbeach.org

Memorandum

To: Steven Spraker **Date:** November 4, 2022

Re: **Tymber Creek Apartments – Landscape Analysis**

From: Cara Culliver **CC:**

Steven,

The purpose of this memorandum is to provide tree information for this proposed apartment project which includes landscape buffers, specimen/historic trees, tree mitigation and requirements for natural preservation areas.
The landscape buffers required for this project are 20' foot landscape buffers for the north, west & east sides of this parcel. The north landscape buffer proposed along the Moss Point subdivision in the north western portion varies from 195' to 130' and narrows to 70' in the north eastern portion of the buffer. The proposed west landscape buffer varies from 140' to 57' feet. The proposed east landscape buffer along Tymber Creek Road is 20' feet. The south landscape buffer that abuts the future commercial parcel requires a 6' foot landscape buffer and a 10' buffer is being proposed. The landscape buffers around the Walgreens pond to the north requires a 6' foot which is shown, the west landscape buffer requires a 6' foot and a 10' foot is being proposed. The landscape buffers around the Volusia County pond to the north, west and south sides require a 6' foot buffer and a 11'-6" foot is being proposed.

The site is required to save 78 specimen trees and 207 specimen trees are retained. There are also 7 historic trees (4 Bald Cypress & 3 Live Oaks) all of which are being saved. In addition to specimen/historic trees the site requires that fifteen percent of the site is designated for tree preservation. Fifteen percent of the total gross area is 2.94 acres. The project provides 4.99 acres of proposed tree preservation which includes the north and west areas of the site.

All items concerning, landscape buffers, specimen/historic tree preservation, tree minimum site requirements and protected/specimen tree mitigation have been addressed by the design team.
Sincerely,

Cara L. Culliver

Cara Culliver, R.L.A.

March 30th, 2020

Garrison McMillan
Tellus Partners
6753 Jones Mill Court Suite A
Norcross, GA 30092

RE: Tymber Creek Apartments
Volusia County, Florida
Listed Species Report
ECS Project No. 801.01.20

Dear Mr. McMillan:

On March 16th, 2020, a listed species survey was conducted on the Tymber Creek Apartments property. The subject property is located north of W Granada Boulevard, south of Moss Point Road, and west of N Tymber Creek Avenue in Ormond Beach, Florida. More specifically, the subject property is located in Section 25 Township 14 South and Range 31 East of Volusia County, Florida.

The subject property contains a large wetland along the northern and western boundary as well as a reservoir in the eastern portion of the project site. The rest of the property is pine dominated uplands.

A survey of the project boundaries was conducted to assess the potential occurrence of flora and fauna listed as threatened or endangered by the United States Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), and the Florida Department of Agriculture (FDA). Tables 1 and 2 provide a listing of the species known to occur within Volusia County and their expected occurrence of the project site. The findings and conclusions of the survey are reported in this letter.

The survey was conducted by Ecological Consulting Solutions Inc (ECS) for the purpose of evaluating the site for the presence or absence of wetland habitat and protected flora and fauna or their habitat. The survey was conducted by means of pedestrian transects in the early morning to assure the potential of observing listed fauna as recommended by the FWC and the USFWS.

Longwood Office
235 Hunt Club Blvd., Suite 202
Longwood, FL 32779
Phone: (407) 869-9434
Fax: (407) 869-9436

Tampa Office
419 W. Platt St., Suite 103
Tampa, FL 33606
Phone: (813) 254-5959

The following resources were used for supporting information during the site assessment and letter preparation:

- Color aerial photographs (1" = 300), 2020, Google Earth, Volusia County, Florida.
- United States Geological Survey (USGS) 7.5-minute quadrangle map, Volusia County, Florida, (ArcGIS).
- National Wetlands Inventory Mapping, U.S. Fish and Wildlife Service.
- Official Lists of Endangered and Potentially Endangered Fauna and Flora in Florida (USFWS and FWC).

Pedestrian and vehicular surveys of the proposed project site were conducted in order to qualitatively document the existing vegetation and to assess the present land use patterns according to *the Florida Land Use, Cover and Forms Classification System, Department of Transportation* (FLUCFCS; DOT 1999). Five (05) land-use type was determined for the project site (Figure 2). A brief description of the FLUCFCS community is provided below.

411 – Pine Flatwoods

Located in the southern portion of the project as well as an area in the northeast. The canopy is dominated by longleaf pine (*Pinus palustris*) with some slash pine (*Pinus elliotii*). The understory is dominated by saw palmetto (*Serenoa repens*). Groundcover consists of bahia grass (*Paspalum notatum*) and grapevine (*Vitis spp*.).

436 – Upland Scrub, Pine and Hardwoods

Located in the center of the property, this habitat was heavily vegetated with some open sandy areas. Vegetation observed includes sweetgum (*Liquidambar styraciflua*), loblolly bay (*Gordonia lasianthus*), sand live oak (*Quercus geminata*), live oak (*Quercus virginianna*), crepe myrtle (*Lagerstroemia spp.*), runner oak (*Quercus pumila*), cogon grass (*Imperata cylindrica*), fetter bush (*Lyonia lucida.*), stagger bush (*Lyonia spp.*), galberry (*Ilex glabra*),

530 – Reservoir

This habitat is located on the eastern side of the property. The edge of the habitat is mowed and maintained. Juvenile red maples (*Acer rubrum*) and bald cypress (*Taxodium distichum*) appear to have been planted along the bank. Aquatic vegetation is sparse, some cattail (*Typha spp*.) and algae were observed.

615 – Stream and Lake Swamps (Bottomland)

Found along the northern and western boundary this habitat is defined by low lying areas with a natural creek running through it. Canopy species consist of bald cypress, pond pine (*Pinus serotina*), laurel oak (*Quercus laurifolia*), red maple, and water oak (*Qyercus nigra*). Other vegetation observed includes dogwood (*Cornus florida*), maiden cane (*Panicum hemitomon*), yellow eyed grass (*Xyris spp.*), and spoon flower (*Peltandra sagittifolia*).

617 – Mixed Wetland Hardwoods

Found in the areas that surround the creek habitat. The canopy here is a mixture of species including slash pine, southern magnolia (*Magnolia grandiflora*), pig nut hickory (*Carya glabra*), cabbage palm (*Sabal palmetto*), sweetgum, laurel oak, Carolina laurel cherry (*Prunus caroliniana*), water oak, and turkey oak (*Quercus laevis*). Ground cover was minimal and consists of bahia grass, blackberry, and some cogon grass.

Listed Species Survey

A survey was conducted using pedestrian transects throughout the site to assess the occurrence, or potential for occurrence, of flora and fauna listed as threatened, endangered, or as species of special concern (SSC) by the Florida Fish and Wildlife Conservation Commission (FWC), United States Fish and Wildlife Service (USFWS), and Florida Department of Agriculture (FDA).

ECS biologists searched the USFWS database at http://endangered.fws.gov for the presence of critical habitats within the proposed project site. There are no critical habitats within the project boundaries.

On January 11, 2017, the FWC State listing status changes, originally proposed back in 2010, became official after the approval of Florida's Imperiled Species Management Plan by FWC Commissioners.

• 15 species were removed from Florida's Endangered and Threatened Species List: Eastern chipmunk, Florida mouse, brown pelican, limpkin, snowy egret, white ibis, peninsula ribbon snake (Lower Keys population), red rat snake Lower Keys population), striped mud turtle (Lower Keys population), Suwannee cooter, gopher frog, Pine Barrens tree frog, Lake Eustis pupfish, mangrove rivulus, and Florida tree snail.

• 23 species changed from State-designated Species of Special Concern to State-designated Threatened species: Sherman's short-tailed shrew, Sanibel rice rat, little blue heron, tricolored heron, reddish egret, roseate spoonbill, American oystercatcher, black skimmer, Florida burrowing owl, Marian's marsh wren, Worthington's Marsh wren, Scott's seaside sparrow, Wakulla seaside sparrow, Barbour's map turtle, Florida Keys mole skink, Florida pine snake, Georgia blind salamander, Florida bog frog, bluenose shiner, saltmarsh top minnow, Southern tessellated darter, Santa Fe crayfish, and Black Creek crayfish.

• 14 species keep their State-designated Threatened status: Everglades mink, Big Cypress fox squirrel, Florida sandhill crane, snowy plover, least tern, white-crowned pigeon, Southeastern American kestrel, Florida brown snake (Lower Keys population), Key ringneck snake, short-tailed snake, rim rock crowned snake, Key silverside, blackmouth shiner, and crystal darter.

• Five species listed as State-designated Species of Special Concern: (list species): Homosassa shrew, Sherman's fox squirrel, osprey (Monroe County population), alligator snapping turtle, and harlequin darter.

Birds

Approximately 35 species (and sub-species) of birds found in Florida are protected by the FWC and/or the USFWS. Overall, about fifteen (15) are expected to occur in central Florida.

Approximately 35 species (and sub-species) of birds found in Florida are protected by the FWC and/or the USFWS. For Volusia County, the USFWS federally lists five (5) bird species. Only about fifteen (15) are expected to occur in central Florida. No listed birds were observed at this site (Table 1).

Florida scrub jays (*Aphelocoma c. coerulescens)* were not observed on the project site. This species is listed as threatened at the state and federal levels. The property does not contain scrub habitat. There were no open sandy patches of groundcover. The guidelines outlined in the *Ecology & Development-Related Habitat Requirements of the Florida Scrub Jay (April 1991)* were reviewed prior to the site visit to aid with the habitat assessment. No scrub jays were observed or vocalizations heard.

ECS reviewed the mapped locations of Florida scrub jays and the mapped habitat areas per Volusia County. The project is not within or adjacent to known occupied habitat or potential habitat. The scrub habitat onsite is a wetland scrub and not considered habitat for scrub jays.

Red-cockaded woodpeckers (*Picoides borealis*) are listed as endangered (USFWS) and endangered (FWC). No red-cockaded woodpeckers were observed and the upland habitat type is suitable. There was open pine flatwood habitat with old-growth pines that characterize RCW nesting and foraging habitat.

Listed wading birds such as limpkin (*Aramus guarauna),* little blue heron (*Egretta caerulea),* tricolored heron (*Egretta tricolor),* white ibis (*Eudocimus albus)* and wood stork *(Mycteria americana)* were not observed. The onsite wetlands do provide wading bird habitat. No wading birds or nests were observed.

Bald eagles (*Haliaeetus leucocephalus*) or their nests were not observed on the site. Bald eagles are protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. The USFWS has established a 660-foot protection zone around a bald eagle nest.

ECS searched the FWC website to determine if any documented bald eagle nests are within 660 feet of the project site. There is one reported bald eagle nest in close proximity to the project site located over 1,000ft from the property boundary. ECS did not observe any bald eagle nests anywhere within the property boundaries. Therefore, the project site is outside of the 660-foot eagle nest protection zone and the development will not affect any bald eagle nests.

No other listed raptors such as Southeastern American kestrels (*Falco sparverius paulus*) or Arctic peregrine falcons (*Falco peregrinus tundrius*) were observed on or around the site. There is no foraging habitat for kestrels. No birds were observed on or offsite at the time of the survey.

Florida sandhill cranes (*Grus canadensis pratensis*), a Threatened Species, were not observed within the project boundaries.

Amphibians and Reptiles

About thirty (30) species of Florida's amphibians and reptiles are protected. For Volusia County, the USFWS federally lists four (4) reptile species. Only a few could occur on this site. Only a few could occur on this site. No listed reptile or amphibian species were observed within the project boundaries.

The sand skink (*Neoseps reynoldsi*) is listed as threatened by both FWS and FWC. The sand skink is primarily found in rosemary scrub, sand pine and oak scrub. Sand skinks require loose sand with large area of no groundcover or canopy cover. The property is not within the sand skink consultation area.

Gopher Tortoise

A cursory survey was conducted throughout the property for gopher tortoises (*Gopherus polyphemus)*, a species listed by the FWC as a Threatened. During the cursory survey, five (05) active and inactive gopher tortoise burrows were observed within the project site. Several commensal species associated with gopher tortoise burrows, including the gopher frog (*Rana capito)* and eastern indigo snake (*Drymarchon corais couperi)* also receive protection, but were not observed.

Currently, there are 4 suitable options to conduct activities that may adversely impact tortoises. The options are to:

1. Avoid developing the area occupied by the tortoises.

2. Avoid individual burrow entrances to ensure the protection of the entire burrow, usually a distance of 50 feet.

3. Capture and relocate the tortoises to a separate onsite location.

4. Capture and relocate the tortoises to an offsite FWC-approved recipient site.

Tortoises may be relocated to an on-site preserve at a density of up to 4 tortoises per acre of suitable upland habitat. Onsite recipient sites must be suitable set-aside areas that are not disturbed by construction activities, that provide a safe environment, and that exclude (through temporary fencing or other means) tortoises from development areas until such development activities have been completed.

Gopher tortoises need access to the following: 1) sufficient areas of forage (herbaceous and low-growing plants including native broadleaf grasses, legumes [bean/pea family], asters, blackberries and other fruits, prickly pear cactus, and a variety of other non-native grasses, except cogon grass); 2) sandy, well-drained, open (uncanopied), sunny sites for burrows and basking; 3) protection from dogs, cats, other exotic predators, human harassment, and busy roads. Such general conditions must remain after development, outside the built footprint on the site.

Small sites typically have gopher tortoises that normally "roam" between adjoining neighboring parcels to forage or burrow, so this should be considered as well. The herbaceous vegetation must be maintained (mowing, burning, etc.), and pesticides/herbicides should not be used in the recipient area.

A permanent FWC-approved easement must also be placed over the onsite recipient area to be maintained in perpetuity.

If the project site does not have a dedicated onsite preserve for tortoises, then offsite relocation will be necessary. In this event, tortoises can be relocated by biologists to an FWC approved recipient site. ECS biologists are authorized by the FWC to relocate gopher tortoises by various means including backhoe extraction. ECS also manages five (5) gopher tortoise recipient sites which are long-term protected sites.

The tasks associated with conducting an offsite relocation of tortoises would include reserving as yet to be determined number of acres at the recipient site, submitting an application to the FWC for the relocation, removing the tortoises from the donor site to the recipient site and reporting the results of the relocation to the FWC. It typically takes 14 to 30 days to obtain the permit to relocate the onsite gopher tortoise population to an approved recipient site. Once the relocation permit is received, ECS can complete the relocation using either the backhoe or bucket trapping extraction methods.

Eastern Indigo Snake

Concerning the eastern indigo snake, ECS conducted survey transects to identify potential aboveground and underground refugia, which eastern indigo snakes may inhabit. Underground refugia includes active or inactive gopher tortoise burrows, mammal burrows, hollows at the base of trees and other similar formations. Above ground refugia includes thick shrub formations, stumps, the base of thick palmetto, ground litter, brush piles, trash piles, and abandoned structures, and crevices of rock-lined ditch walls and other similar refugia.

Surveys for eastern indigo snakes are recommended by the USFWS during the time of October 01st through April 30th. There were little suitable refugia for the eastern indigo snake onsite. No eastern indigo snakes were observed.

The USFWS has established new programmatic effect determination key (Key) as part of the eastern indigo snake management. The Key allows the USFWS to require mitigation for eastern indigo snake habitat if 25 or more acres of suitable habitat will be impacted for development.

The mitigation fee is $7,500 for 50 acres which equates to $150 per acre of habitat. Therefore, the acreage determined to be eastern indigo snake habitat can be multiplied by $150 to determine the mitigation fee.

The USFWS has established a fund that a developer can pay into for mitigation.

A developer can pay up front and then no surveys for the eastern indigo snakes are required. The survey is a minimum 5-day survey. To save time and monies associated with the surveys, the developer can pay a fee and expedite the permitting process.

To determine if the site has eastern indigo snake habitat will be up to the USFWS reviewer assigned to the project.

The Key only applies if a project has Army Corps of Engineers jurisdictional wetlands. It was designed to speed up the permitting process for indigo snakes when there are Army Corps of Engineers jurisdictional wetlands onsite. The idea is a developer pays into the fund and gets a permit quickly.

If a project site does not have Army Corps of Engineers jurisdictional wetlands, then the programmatic key cannot be used. Under this circumstance, formal consultation with the USFWS would have to be conducted which can take up to 6 months to obtain a permit to impact eastern indigo snake habitat.

The USFWS requires the developer to notify the local field office via email at least **30 days prior** to any clearing/land alteration activities.

The notification has to include an eastern indigo snake protection/education plan. This notification can occur via email with the protection/education plan attached.

As long as the signatory of the e-mail certifies compliance with the protection/education plan (including use of the USFWS informational poster and brochure), no further written confirmation or "approval" from the USFWS is needed and the applicant may move forward with the project.

Mammals

Thirty-three (33) mammals are currently protected in Florida. For Volusia County, the USFWS federally lists no mammal species.

ECS searched for the presence of fox squirrels (*Sciurus niger shermani*) and the Florida mouse (*Podomys floridanus)* and their possible den or nest sites. The presence of gopher tortoise burrows increases the likelihood for the Florida mouse.

No mammal species were observed.

Listed Plants

There were no protected plant species found on the project site (Table 2).

Currently, there are no technical reports available by the state or federal agencies mentioned in this letter report for the survey of the nearly 400 protected plant species. None of the agencies require relocation or mitigation for protected plant species.

The Department of Agriculture and Consumer Services (DACS) designates and regulates plants listed as "endangered", "commercially exploited" and "threatened".

There is no statutory prohibition against a landowner from harvesting an endangered or threatened plant from his property. However, it is unlawful for an individual to harvest an endangered or threatened species from the private land of another or any public land without first obtaining written permission of that landowner and a permit from DACS. Additionally, harvesting three or more commercially exploited plants from the private land of another or any public land will also require a DACS permit.

Summary

In summary, one listed species the gopher tortoise was observed within the project site. A 100% gopher tortoise survey will be necessary to determine the onsite gopher tortoise population. Once the survey is complete, a cost estimate can be prepared to relocate the onsite gopher tortoise population.

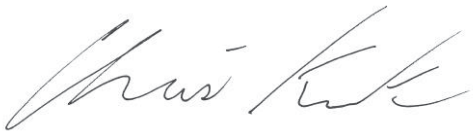
There wetlands and a stormwater ponds present on site.

Prior to any land clearing or construction activities, the USFWS must be provided with an eastern indigo snake protection/education plan. The USFWS must approve the protection/education plan prior to construction. There were no other environmental concerns observed for this project.

Ecological Consulting Solutions Inc. appreciates the opportunity to provide you with our services. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

ECOLOGICAL CONSULTING SOLUTIONS INC



Chris Krack

PICTURES



Wetland habitat located on site.



Upland habitat on site.

FIGURES



LEGEND

Project Boundary (± 30.11 Acres)

www.ecologicalcs.com

Ecological Consulting Solutions, Inc.

TYMBER CREEK APARTMENTS
VOLUSIA COUNTY, FLORIDA
LOCATION MAP

PROJECT #: 801.01.20 **DATE: 03/13/20** **FIGURE #: 1**

0 2,500 5,000 Feet

N

235 N. Hunt Club Blvd. Suite 202
Longwood, Florida 32779
Office: (407) 869-9434 Fax: (407) 869-9436
CKrack@ecsfl.cc



LEGEND

- Project Boundary (± 30.11 Acres)
- 411 Pine Flatwoods
- 436 Upland Scrub, Pine and Hardwoods
- 530 Reservoirs
- 615 Stream and Lake Swamps (Bottomland)
- 617 Mixed Wetland Hardwoods

www.ecologicalcs.com

Ecological Consulting Solutions, Inc.

TYMBER CREEK APARTMENTS
VOLUSIA COUNTY, FLORIDA
FLUCFCS MAP

PROJECT #: 801.01.20 **DATE: 03/13/20** **FIGURE #: 2**

0 225 450 Feet

N

235 N. Hunt Club Blvd. Suite 202
Longwood, Florida 32779
Office: (407) 869-9434 Fax: (407) 869-9436
CKrack@ecsfl.cc



LEGEND

- Project Boundary (± 30.11 Acres)
- Five (05) Potentially Occupied Gopher Tortoise Burrows

www.ecologicalcs.com

Ecological Consulting Solutions, Inc.

TYMBER CREEK APARTMENTS
VOLUSIA COUNTY, FLORIDA
BURROW MAP

PROJECT #: 801.01.20 DATE: 03/13/20 FIGURE #: 3

0 225 450 Feet

N

235 N. Hunt Club Blvd. Suite 202
Longwood, Florida 32779
Office: (407) 869-9434 Fax: (407) 869-9436
CKrack@ecsfl.cc

TABLES

TABLE 1: PROTECTED FAUNA FOUND IN VOLUSIA COUNTY, FLORIDA AND THEIR EXPECTED OCCURRENCE ON THE TYMBER CREEK APARTMENTS PROPERTY.

SPECIES	FWC STATUS (1)	USFWS STATUS (2)	PREFERRED HABITAT (3)	PROBABILITY OF OCCURRENCE (4)
REPTILES				
Drymarchon corais couperi Eastern indigo snake	T	T	Dry habitats bordered by water; often occupy *G. polyphemus* burrows	Medium: some habitat available, gopher tortoise burrows observed
Gopherus polyphemus Gopher tortoise	SSC	_	Well drained soil; xeric pine-oak hammocks and scrub; pine flatwoods	High: habitat available, burrows observed
Neoseps reynoldsii Sand Skink	T	T	Well drained sandy soil, open areas, sand pine-rosemary scrub	Low: habitat not available, none sighted, outside of known range
Pituophis melanoleucus mugitus Florida pine snake	SSC	_	Dry, sandy barrens in xeric oak and pine-wooded sandhills	Low: some habitat present, none observed
Stilosoma extenuatum Short-tailed snake	T	_	Sandy upland ridges; xeric oak pine woods; xeric oak hammocks	Low: habitat not present, none sighted
AMPHIBIANS				
Rana areolata aesopus Florida gopher frog	SSC	-	Dry, xeric habitats with wetlands such as isolated permanent ponds and cypress domes	Low: habitat not available, gopher tortoise burrows observed
BIRDS				
Aphelocoma coerulescens Florida scrub jay	T	T	Level, sterile, white sand with low, xeric oak scrub	Low: scrub habitat available on site, none sighted
Aramus guarauna Limpkin	SSC	_	Densely vegetated swamps, lakeshores and slow streams	Low: open water habitat unavailable on site, none sighted
Egretta caerulea Little blue heron	SSC	_	Lake littorus; shallow ponds and marshes	Low: foraging habitat available, no birds sighted
Egretta thula Snowy egret	SSC	_	Lake littorus; shallow ponds and marshes	Low: foraging habitat available, no birds sighted

TABLE 1: PROTECTED FAUNA FOUND IN VOLUSIA COUNTY, FLORIDA AND THEIR EXPECTED OCCURRENCE ON THE TYMBER CREEK APARTMENTS PROPERTY.

SPECIES	FWC STATUS (1)	USFWS STATUS (2)	PREFERRED HABITAT (3)	PROBABILITY OF OCCURRENCE (4)
BIRDS (cont..)				
Egretta tricolor Tricolored heron	SSC	_	Lake littorus; shallow ponds and marshes	Low: foraging habitat available, none sighted
Eudocimus albus White ibis	SSC	-	Beaches, mudflats, wet fields and prairies, forested wetlands and marshes	Low: foraging habitat available, none sighted
Falco peregrinus tundrius Peregrine falcon	E	_	Coastal beaches, prairies, and marshes	Low: no habitat available, none sighted.
Falco sparverius paulus Southeastern American kestrel	T	_	Forest edges, and clearings; nests in mature pines	Low: habitat marginal, none sighted
Grus canadensis pratensis Florida sandhill crane	T	_	Marshes, wet prairies, pastures, and open herbaceous rangeland	Low: habitat not available, no birds sighted
Haliaeetus leucocephalus Bald eagle	T	T	Open (<60% canopy cover), mature pine forests < 2 km from expansive open waters	Low: habitat unavailable, nest search was negative
Mycteria americana Wood stork	E	E	Nests is cypress swamps; forage sites range from shallow marshes to roadway borrow pits	Low: habitat not available, none sighted
Picoides borealis Red-cockaded Woodpecker	E	E	Old-growth pine flatwoods with regular fire occurrence are required for nesting	Low: habitat not available, none sighted
MAMMALS				
Podomys floridanus Florida mouse	SSC	_	Sand pine scrub; xeric oak-pine flatwoods; often associated with *G. polyphemus* burrows	Low: habitat limited, none sighted
Sciurus niger shermani Sherman's fox squirrel	SSC	_	Mature flatwoods of sandhills; occasional in tall cypress-bay forests	Low: no habitat available, none sighted
Ursus americanus floridanus Florida black bear	T	_	Nearly-impenetrable wooded thickets and swamps	Low: habitat not available, none sighted

Footnotes to Table 1

1 FWC - Florida Fish and Wildlife Conservation Commission, formerly the Florida Game and Fresh Water Fish Commission; Official Lists of Florida's Endangered Species, Threatened Species and Species of Special Concern, published August 1997.

2 USFWS – United States Fish and Wildlife Service; List obtained from FWC's Florida's Endangered Species, Threatened Species and Species of Special Concern, published August 1997.

(E-endangered, T-threatened, SSC-species of special concern, CE-commercially exploited). C1 (candidate for federal listing, with enough substantial information on biological vulnerability and threats to support proposals for listing) and C2 (candidate for listing, with some evidence of vulnerability, but for which not enough data exists to support listing) are no longer official categories.

3 Habitats described by:

Ashton, R.E. and P.S. Ashton. 1985 Handbook of Reptiles and Amphibians of Florida (3 vols.). Windward Publ. Inc. Miami.
Conant, R. 1975 A Field Guide to Reptiles and Amphibians of Eastern/Central North America (2nd ed.). Houghton Mifflin Co. Boston 430 pp.
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Peterson, R.T. 1980. A Field Guide to the Birds of East of the Rockies (4th ed.). Houghton Mifflin Co. Boston. 384 pp.

4 Likelihood of occurrence: Low, Moderate or High, based on the best available data and selective field observations.

TABLE 2: PROTECTED FLORA FOUND IN VOLUSIA COUNTY, FLORIDA AND THEIR EXPECTED OCCURRENCE ON THE TYMBER CREEK APARTMENTS PROPERTY.

SPECIES	FDA STATUS (1)	USFWS STATUS (2)	PREFERRED HABITAT (3)	PROBABILITY OF OCCURRENCE (4)
Calopogon barbatus Bearded grass pink	T	_	Damp pinelands	Low: habitat not available, none found
Calopogon multiflorus Many-flowed grass pink	E	_	Open, damp, occasionally recently burned pinelands and meadows	Low: habitat not available, none found
Deerinfothamnus rugelii Rugel's pawpaw	E	E	Mesic flatwoods	Low: habitat not available, none found
Encyclia tampensis Butterfly orchid	CE	_	Cypress swamps, hardwood swamps and hammocks	Low: habitat not available, none found
Epidendrum conopseum Greenfly orchid	CE	_	Cypress swamps, hardwood swamps and hammocks	Low: habitat not available, none found
Hartwrightia floridiana Florida Hartwrightia	T	_	Wet, open areas, moist grasslands, and sphagnum bogs	Low: no habitat available, none found
Lilium catesbaei Southern red lily	T	_	Mesic flatwoods, wet prairies, usually in graminoid systems	Low: habitat not available, none found
Listera australis Southern tway blade	T	_	Hammocks, low moist woods in deep humus, ravines, shady stream banks, sphagnum	Low: habitat not available, none found
Nemastylis floridana Fall-flowering ixia	E	_	Marshes; grassy openings of wet hammocks moist flatwoods	Low: habitat available, none found
Platanthera blephariglottis Large white fringed orchid	T	_	Inhabits sphagnum bogs, meadows, damp fields and woods	Low: no habitat available, none found
Platanthera cristata Golden fringed orchid	T	_	Low moist meadows and damp pine woods	Low: habitat not available, none found
Platanthera flava Southern tubercled orchid	T	_	Very wet habitats such as swamps, bogs and wet forests with thick, black mud	Low: no habitat available, none found

TABLE 2: **PROTECTED FLORA FOUND IN VOLUSIA COUNTY, FLORIDA AND THEIR EXPECTED OCCURRENCE ON THE TYMBER CREEK APARTMENTS PROPERTY.**

SPECIES	FDA STATUS (1)	USFWS STATUS (2)	PREFERRED HABITAT (3)	PROBABILITY OF OCCURRENCE (4)
Platanthera integra Southern yellow fringeless orchid	E		Marshes and wet pine flatwoods	Low: no habitat available, none found
Platanthera nivea Snowy orchid	T	_	Open bogs and sunny, wet meadows	Low: habitat not available, none found
Pogonia ophioglossoides Rose pogonia	T	_	Open, wet meadows and sphagnum bogs, poorly drained roadside ditches	Low: habitat not available, none found
Polygala lewtonii Scrub (Lewton's) milkwort	E	E	Dry oak woodlands and scrub	Low: habitat not available, none found.
Rhapidophyluum hystrix Needle palm	CE	_	Wet to mesic woods and hammocks; spring fed stream bottoms	Low: habitat not available, none found
Spiranthes brevilabris floridana Florida Ladies' tresses	E	_	Open meadows and damp pinelands, road shoulders, ditches	Low: habitat available, none found
Spiranthes laciniata Lace-tip ladies' tresses	T	_	Marshes and cypress swamps; road banks and ditches	Low: habitat available, none found
Spiranthes longilabris Long-tip ladies' tresses	T	_	Marshes and wet prairies	Low: habitat available, none found
Stenorrhynchos lanceolatus var. lanceolatus Leafless beaked orchid	T	_	Vacant lots, open pastures, pine flatwoods and mowed roadsides	Low: habitat available, none found
Tillandsia fasciculata Common wild pine	E	_	Cypress swamps and hammocks	Low: habitat available, none found
Tillandsia utriculata Giant wild pine	E	_	Hammocks and cypress swamps	Low: habitat available, none found
Zephyranthes simpsonii Simpson zephyr lily	T	_	Dome swamps, wet flatwoods, ditches, wet pastures, often burned-over areas	Low: habitat not available, none found

Table 2 Footnotes

1 FDA – Florida Department of Agriculture and Consumer Services; List obtained from FWC's Florida's Endangered Species, Threatened Species and Species of Special Concern, published August 1997. Supporting information from FNAI - Florida Natural Inventory; Matrix of habitats and distribution by county of rare/endangered fauna and flora in Florida, published April 1990.

2 USFWS – United States Fish and Wildlife Service; List obtained from FWC's Florida's Endangered Species, Threatened Species and Species of Special Concern, published August 1997.

[E-endangered, T-threatened, SSC- species of special concern, CE-commercially exploited.] C1 (candidate for federal listing, with enough substantial information on biological vulnerability and threats to support for listing) and C2 (candidate for listing with some evidence of vulnerability, but for which not enough data exist to support listing) are no longer official categories.

3 Habitats described by:

Bell, C.R. and B.J. Taylor. 1982. Florida Wild Flowers and Roadside Plants. Laurel Hill Press, Chapel Hill, NC 308pp.
FNAI - Florida Natural Inventory; Matrix of Habitats and Distribution by County of Rare/Endangered Species in Florida, published April 1990.
Godfrey, R.K. 1988. Trees, Shrubs, and Woody Vines of Northern Florida, and Adjacent Georgia and Alabama. University Georgia Press. Athens, GA 734 pp.
Ward, D.B. (publ. date not listed). Volume Five,. Plants, in P.C.H. Pritchard (ed.), Rare and Endangered Biota of Florida. University Presses of Florida, Gainesville. 175 pp.
Wunderlin, R.P. 1982. Guide to Vascular Plants of Florida. University Presses of Florida, Gainesville, FL. 472 pp.

4 Likelihood of occurrence: Low, Moderate, or High, based on the best available data and selective field observations.

TYMBER CREEK APARTMENTS

VOLUSIA COUNTY, FLORIDA

Environmental Support Document

Prepared For:

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APPENDICES

Appendix A: Conservation Area Wetland Tables:

Table 1: Project Wetland (WL) and Other Surface Water (SW) Summary

Table 2: Project On-Site Mitigation Summary

Table 3: Project Off-Site Mitigation Summary

Appendix B: Part I - Qualitative Description of Assessment / Part II – Quantification of Assessment Areas

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

ENVIRONMENTAL SUPPORT DOCUMENT

TYMBER CREEK APARTMENTS
VOLUSIA COUNTY, FLORIDA

1.0 INTRODUCTION

The 19.62-acre Tymber Creek Apartments project site is located north of W Granada Boulevard, south of Moss Point Road, and west of N Tymber Creek Avenue in Ormond Beach, Florida. More specifically, the subject property is located in Section 25 Township 14 South and Range 31 East of Volusia County, Florida (Figure 1).

The subject property contains a large wetland along the northern and western boundary, a small isolated wetland on the east side of the property as well as a reservoir in the eastern portion of the project site. The rest of the property is pine dominated uplands.

The purpose of this application is to obtain a permit for wetland impacts associated with a proposed apartment complex (Figure 2). The site plan proposes a 300-unit apartment complex consisting of 10 apartment buildings, clubhouse with pool, maintenance building, trash compactor and dog park.

This application is based on the attached site plan (Figure 2). The total project area is $\pm$ 19.62 acres, with wetlands totaling 2.401 acres. ECS did not delineate the onsite wetlands. Two wetlands are present within the project boundaries.

Proposed wetland impacts total 0.137 acres (5,957 s.f.) of onsite wetlands. These impacts consist of six separate impact areas. Impacts to the isolated wetland on the east side of the property is proposed as well as five very small impacts to the western wetland. As compensation, the applicant proposes to provide onsite wetland preservation. Figure 2 depicts the proposed wetland impacts.

This project site is within the Halifax River hydrologic basin.

The project site was reviewed to determine the geological features of the landscape (e.g. soils and topography), to identify the remaining vegetative communities that occur within the project boundary, and to determine the occurrence of threatened and endangered flora and fauna within the parcel. The findings and conclusions of these studies are presented within this document.

2.0 SITE CHARACTERISTICS

2.1 TOPOGRAPHY

According to the U.S.G.S. 7.5 Minute Topographic Map, the project site elevations range from 5 feet to 20 feet above sea level. The highest elevations are found on the central and south sides of the property. The elevations decrease towards the large onsite wetland strand located on the north and west portions of the property. The wetland strand is associated with the Tomoka River. The isolated wetland is not depicted. Overall, the property appeared well drained. The upland portion of the property appeared relatively flat.

2.2 SOILS

Soil composition information for the subject site was obtained from the *Soils Survey of Volusia County, Florida*, United States Department of Agriculture; Soil Conservation Service. Six (6) soil type lies within the subject site of which, one (1) soil type (Pomona-St. Johns complex) is considered hydric.

2.3 VEGETATIVE COMMUNITY ANALYSIS

Pedestrian surveys of the project site were conducted in order to qualitatively document the existing vegetation and to assess the present land use patterns according to th*e Florida Land Use, Cover and Forms Classification System, Department of Transportation* (FLUCFCS; DOT 1999). Five (5) land-use types were determined for the project site. A brief description of each FLUCFCS community is provided below (Figure 3).

411 – Pine Flatwoods

Located in the southern portion of the project as well as an area in the northeast. The canopy is dominated by longleaf pine (*Pinus palustris*) with some slash pine (*Pinus elliotii*). The understory is dominated by saw palmetto (*Serenoa repens*). Groundcover consists of bahia grass (*Paspalum notatum*) and grapevine (*Vitis spp*.).

436 – Upland Scrub, Pine and Hardwoods

Located in the center of the property, this habitat was heavily vegetated with some open sandy areas. Vegetation observed includes sweetgum (*Liquidambar styraciflua*), loblolly bay (*Gordonia lasianthus*), sand live oak (*Quercus geminata*), live oak (*Quercus virginiana*), crepe myrtle (*Lagerstroemia spp.*), runner oak (*Quercus pumila*), cogon grass (*Imperata cylindrica*), fetter bush (*Lyonia lucida.*), stagger bush (*Lyonia spp.*) and gallberry (*Ilex glabra*).

530 – Reservoir

This habitat is located on the eastern side of the property. The edge of the habitat is mowed and maintained. Juvenile red maples (*Acer rubrum*) and bald cypress (*Taxodium distichum*) appear to have been planted along the bank. Aquatic vegetation is sparse, some cattail (*Typha spp*.) and algae were observed.

615 – Stream and Lake Swamps (Bottomland)

Found along the northern and western boundary this habitat is defined by low lying areas with a natural creek running through it. Canopy species consist of bald cypress, pond pine (*Pinus serotina*), laurel oak (*Quercus laurifolia*), red maple, and water oak (*Quercus nigra*). Other vegetation observed includes dogwood (*Cornus florida*), maiden cane (*Panicum hemitomon*), yellow eyed grass (*Xyris spp.*), and spoon flower (*Peltandra sagittifolia*).

617 – Mixed Wetland Hardwoods

Found in the areas that surround the creek habitat. The canopy here is a mixture of species including slash pine, southern magnolia (*Magnolia grandiflora*), pig nut hickory (*Carya glabra*), cabbage palm (*Sabal palmetto*), sweetgum, laurel oak, Carolina laurel cherry (*Prunus caroliniana*), water oak, and turkey oak (*Quercus laevis*). Ground cover was minimal and consists of bahia grass, blackberry, and some cogon grass

3.0 THREATENED AND ENDANGERED SPECIES

3.1 METHODOLOGY

Pedestrian and vehicular transects were conducted throughout 100% of the site to assess the occurrence, or potential for occurrence, of flora and fauna listed as threatened, endangered, or as species of special concern by the Florida Fish and Wildlife Conservation Commission (FWC) and the U. S. Fish and Wildlife Services (USFWS). Various resources were employed to assist with the survey. These resources included ArcGIS aerial maps; Florida Natural Areas Inventory and Official Lists of Endangered and Potentially Endangered Fauna and Flora in Florida (FWC).

3.2 Fauna

Approximately 35 species (and sub-species) of birds found in Florida are protected by the FWC and/or the USFWS. Overall, about fifteen (15) are expected to occur in central Florida. For Volusia County, the USFWS federally lists five bird species. No listed bird species were observed at this site (Table 1).

Florida scrub jays (*Aphelocoma c. coerulescens)* were not observed on the project

site. This species is listed as threatened at the state and federal levels. The onsite upland habitat does contain scrub habitat. The guidelines outlined in the *Ecology & Development-Related Habitat Requirements of the Florida Scrub Jay (April 1991)* were reviewed prior to the site visit. No scrub jays were observed or vocalizations heard.

ECS reviewed the mapped locations of Florida scrub jays and the mapped habitat areas per Volusia County. The project is not within or adjacent to known occupied habitat or potential habitat. The scrub habitat onsite is a wetland scrub and not considered habitat for scrub jays.

Red-cockaded woodpeckers (*Picoides borealis*) are listed as endangered (USFWS) and endangered (FWC). No red-cockaded woodpeckers were observed and the upland habitat type is suitable. There was open pine flatwood habitat with old-growth pines that characterize RCW nesting and foraging habitat.

Listed wading birds such as limpkin (*Aramus guarauna),* little blue heron (*Egretta caerulea),* tricolored heron (*Egretta tricolor),* white ibis (*Eudocimus albus)* and wood stork *(Mycteria americana)* were not observed. The large onsite wetland does provide wading bird habitat. No wading birds or nests were observed.

Bald eagles (*Haliaeetus leucocephalus*) or their nests were not observed on the site. Bald eagles are protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. The USFWS has established a 660 foot protection zone around a bald eagle nest.

ECS searched the FWC website to determine if any documented bald eagle nests are within 660 feet of the project site. There is one reported bald eagle nest in close proximity to the project site and is located over 1,000ft from the property boundary. ECS did not observe any bald eagle nests anywhere within the property boundaries. Therefore, the project site is outside of the 660-foot eagle nest protection zone and the development will not affect any bald eagle nests.

No other listed raptors such as Southeastern American kestrels (*Falco sparverius paulus*) or Arctic peregrine falcons (*Falco peregrinus tundrius*) were observed on or around the site. There is little foraging habitat for kestrels. No birds were observed on or offsite at the time of the survey.

Amphibians and Reptiles

About thirty (30) species of Florida's amphibians and reptiles are protected. For Volusia County, the USFWS federally lists seven reptile species. Only a few could occur on this site. No listed reptile or amphibian species were observed within the project boundaries.

A cursory survey was conducted throughout the property for gopher tortoises (*Gopherus polyphemus)*, a species listed by the FWC as a Threatened. During the cursory survey, five (05) active and inactive gopher tortoise burrows were observed within the project site. Several commensal species associated with gopher tortoise burrows, including the gopher frog (*Rana capito)* and eastern indigo snake (*Drymarchon corais couperi)* also receive protection, but were not observed. A permit will be obtained from the FWC to relocate the onsite gopher tortoise population.

Concerning the eastern indigo snake, ECS conducted survey transects to identify potential aboveground and underground refugia, which eastern indigo snakes may inhabit. Underground refugia includes active or inactive gopher tortoise burrows, mammal burrows, hollows at the base of trees and other similar formations. Above ground refugia includes thick shrub formations, stumps, the base of thick palmetto, ground litter, brush piles, trash piles, and abandoned structures, and crevices of rock-lined ditch walls and other similar refugia.

Surveys for eastern indigo snakes are recommended by the USFWS during the time period of October 01st through April 30th. There were little suitable refugia for the eastern indigo snake onsite. No eastern indigo snakes were observed.

On August 1, 2017, the USFWS has revised their programmatic key for the eastern indigo snake. The changes allow the USFWS to ask for mitigation for impacts to eastern indigo snake habitat if 25 or more acres of suitable habitat will be impacted for development. The USFWS has established a fund that a developer can pay into for mitigation. This change is only for south Florida and does not include Volusia County.

Mammals

Thirty-three (33) mammals are currently protected in Florida. For Volusia County, the USFWS federally lists one mammal species. An estimated two (2) State listed mammal species occur within Volusia County. None were observed on this site.

ECS focused our search on fox squirrels (*Sciurus niger shermani*) and the Florida mouse (*Podomys floridanus)* and their possible den or nest sites. We did not observe any listed mammals or their potential den sites. The presence of gopher tortoise burrows increases the probability of the Florida mouse occurring onsite.

3.3 Flora

There were no protected plant species found on the project site. Currently, there are no technical reports available by the state or federal agencies, mentioned in this report, for the survey of protected plant species.

The Department of Agriculture and Consumer Services (DACS) designates and

regulates plants listed as "endangered", "commercially exploited" and "threatened". There is no statutory prohibition against a landowner from harvesting an endangered or threatened plant from his property. However, it is unlawful for an individual to harvest an endangered or threatened species from the private land of another or any public land without first obtaining written permission of that landowner and a permit from DACS.

3.4 REGULATORY REVIEW

U. S. Fish and Wildlife Service

The U.S. Fish and Wildlife Service (USFWS) is the federal agency responsible for protecting the nation's fish and wildlife resources through implementation of the Endangered Species Act of 1973, as amended ("ESA"), 16 U.S.G. 1531-1543. The USFWS has responsibility for terrestrial and fresh water species. In Florida, 104 species are federally listed as threatened and endangered.

Florida Fish and Wildlife Conservation Commission

Article IV, Section 9 of the Florida Constitution authorizes the Florida Fish and Wildlife Conservation Commission (FWC) to "exercise the regulatory and executive powers in the state with regard to the wild animal life and fresh water aquatic life..." The FWC regulates the taking of individuals listed as endangered, threatened, or of special concern and their nests. The FWC also provides technical assistance to other agencies that have regulatory authority over activities, which may affect fish and wildlife and their habitat. The regulatory role of the FWC is currently restricted to protecting animals, not their habitats. However, current FWC policies allow for habitat protection as compensation for the "taking" of individuals of the species. The FWC Office of Environmental Services (OES) provides technical assistance to other agencies that regulate development activities. These agencies include the Department of Community Affairs, the Department of Environmental Protection, the U.S. Army Corps of Engineers, water management districts, regional planning councils and local governments. Currently, the FWC lists 106 species of animals.

Florida Department of Agriculture and Consumer Services

In Section 581.185, F. S., the Florida Legislature delegated to the Department of Agriculture and Consumer Services (FDA) authority to designate and regulate plants listed as "endangered", "commercially exploited" and "threatened". There is no statutory prohibition against a landowner from harvesting an endangered or threatened plant from its own property. It is unlawful for an individual to harvest from the private land of another or any public land without first obtaining written permission of the landowner and a permit from FDA. Harvesting three or more commercially exploited plants will also require a FDA permit.

4.0 WETLAND ANALYSIS

The wetland strand located on the west and north sides of the property is part of a larger wetland system associated with the Tomoka River. The wetland portion along the northern property boundary is characterized by sudden decrease in elevation, standing water with a forested edge adjacent to the standing water and visible flow. Overall, the wetland is considered good quality. The uplands are forested with a dense saw palmetto understory. There were no signs of historic cattle grazing or disturbance of this wetland other than small amounts of trash which may have floating into the property under high water conditions.

The wetland located along the western property boundary is much narrower than the north wetland. It is more of a wetland strand in appearance. The side slopes are not as steep and standing water was only present in small pools on the northwest portion of the property. Single family homes border this strand to the west. This wetland also exhibited minimal signs of disturbance. The wetland groundcover is mostly pine duff with some scattered fern species.

The isolated wetland located on the east side of the property is forested. It has previously been impacted by the construction of Tymber Creek Road. The east side of this wetland has a heavy shrub component. This wetland is less than 0.5 acres in size and has no connections with offsite wetlands. Only a portion of this wetland is onsite. The previous consultant delineated the entirety of this wetland.

Overall, the lack of management has played an important role in eliminating natural processes such as fire and natural regeneration. There were no observed ditches present.

4.1 IMPACT AVOIDANCE AND MINIMIZATION ANALYSIS

Complete avoidance and minimization (reduction of wetland impacts) to the onsite wetlands cannot be achieved due to the shape of the property combined with the location of the onsite wetland habitats. Wetland impacts are unavoidable. The proposed wetland impacts are necessary for pad construction and stormwater pond construction.

The site has been designed to impact the isolated wetland while limiting impacts to five small areas along the western strand wetland. No impacts are proposed to the wetland along the north property boundary. Development is proposed to the upland habitats, maximizing usage of the available upland habitat.

Impact Areas 1,2,3,4 and 5 are necessary for sloping from the proposed parking area. As the edge of the parking area slopes from the construction grade, down towards the wetland, five small impacts are necessary.

The proposed wetland preservation will continue to provide habitat for wildlife

species. The proposed impact to wildlife and fish is considered minimal. The applicant does propose mitigation that provides regional ecological value.

4.1.1 Wetland Impacts

The wetland impacts associated with the proposed development is shown in Figure 2. Approximately 0.137 acres of impacts are proposed. The individual wetland impacts are detailed below.

Wetland Impact Area 1 – 0.005 acres (220 sf.)
Wetland Impact Area 2 – 0.006 acres (287 sf.)
Wetland Impact Area 3 – 0.001 acres (27 sf.)
Wetland Impact Area 4 – 0.001 acres (28 sf.)
Wetland Impact Area 5 – 0.002 acres (87 sf.)
Wetland Impact Area 6 – 0.122 acres (5,308 sf.)

Wetland Impact Areas 1 through 5 are to the narrow wetland strand located on the west side of the property. The impacts are to the extreme wetland perimeter and are necessary for a uniform curvature of the parking for the apartments. The impact areas are forested.

Impact Area 6 is to an isolated wetland, less than 0.5 acres in size with no connection to offsite wetlands.

The higher quality wetland habitat with standing water, water flow, will be preserved.

Mitigation is proposed for the 0.015 acres of wetland impacts (Wetland Impact Areas 1 through 5). These impacts will be compensated for by onsite wetland preservation.

4.2 SECONDARY AND CUMULATIVE IMPACTS

The criteria within Sections 4.2.7 and 4.2.8 of the SFWMD Applicants Handbook could be reviewed to provide reasonable assurances that any proposed wetland impacts would not result in adverse secondary or cumulative impacts to the water resources associated with this project.

Secondary impacts were assessed for the proposed 0.015 acres of wetland impacts. The distance of each impact area and a depth of 100 feet was used to determine the limits of secondary impacts and is discussed under Section 5.3.

No listed species were identified within or adjacent to the project area. Impacts to the upland-nesting habitat of listed species that are aquatic or wetland dependent are not expected to occur.

Upland buffers as well as additional upland preservation will also be provided.

The proposed mitigation offsets the project's adverse impacts and it is in the same drainage basin; therefore, the project complies with 12.2.8, ERP A.H.

5.0 UNIFORM MITIGATION ASSESSMENT METHOD

Per subsection 373.414(18), F.S., a uniform mitigation assessment method (UMAM) was employed to determine the amount of mitigation needed to offset adverse impacts to wetlands and other surface waters and\or to award and deduct mitigation bank credits.

The standardized procedures for assessing the functions provided by wetlands and other surface waters, the amount that those functions are reduced by a proposed impact and the amount of mitigation necessary to offset wetland and surface water loss, were adhered to as outlined in Chapter 62-345.

A qualitative description, per Section 62-345.00.400, F.A.C. (referred to as Part I) and quantification of assessment areas, per Sections 62-345.500 and .600, F.A.C. (referred to as Part II) was conducted for the onsite wetland. Reasonable scientific judgment was used when applying this method.

5.1 Part I – Qualitative Description of Impact Area

The information provided on the data sheets (Appendix B) has been previously discussed in this document. Please refer to the vegetative descriptions under Section 2.3 “Vegetative Community Analysis” and Section 3.3 “Listed Species Survey Results” for detailed information as summarized on the data sheet.

5.2 Part II – Quantification of Impact Assessment Area

The five (5) impact areas were assessed as a single impact area since they are so small, all to the same wetland and identical in habitat type. The assessment areas were analyzed to determine the degree to which the assessment area provides the functions identified in Part I and the amount of function lost or gained by the project for the impacted jurisdictional onsite wetlands. The areas chosen represent wetland vegetation, soils and hydrology of the onsite wetland and upland buffer, and also include existing sub-canopy and groundcover vegetative species. The assessment area represents current conditions of the existing onsite wetland and upland buffer. Three categories of indicators of wetland function were scored to the extent that they affect the ecological value of the assessment areas. These indicators include: 1) location and landscape support, 2) water environment and 3) community structure.

Wetland Assessment Area is the five impact areas on the west side of the property, totaling 0.115 acres. The current condition of the impact area was

assessed and a delta of 0.7 was determined. Multiplying the delta (0.7) with the impact acreage (0.015) yielded a functional loss (FL) of 0.0105. Please see the data sheet for the individual information determined for the three indicators of wetland function (Appendix B).

5.3 Secondary Impacts

Secondary impacts were assessed for the five impact areas. Please see the attached secondary impact map.

More specifically, secondary impacts were assessed along the boundary of each wetland impact area. The linear feet by an average depth of 100 feet was assessed for secondary impacts or 0.115 acres.

The secondary impact areas are as follows;

Wetland Impact Area 1 – 0.016 acres
Wetland Impact Area 2 – 0.034 acres
Wetland Impact Area 3 – 0.015 acres
Wetland Impact Area 4 – 0.014 acres
Wetland Impact Area 5 – 0.036 acres

The current condition of the secondary impact area was assessed and a score of 0.63 was determined. A score of 0.7 was determined for the without condition. The difference is a delta of 0.07. Multiplying the delta (0.07) with the impact secondary acreage (0.115) yielded a functional loss (FL) of 0.008. Please see the data sheet for the individual information determined for the three indicators of wetland function (Appendix B).

The combined functional loss is 0.019.

6.0 PROPOSED MITIGATION

The loss of wetland function due to the proposed impacts can be sufficiently mitigated with onsite wetland preservation. The proposed mitigation plan will more than compensate for the loss of the aforementioned wetlands. The total functional loss (direct impacts and secondary impacts) is 0.019.

Wetland Preservation Areas 1 and 2 is the 1.797 acres of the northern onsite wetland.

The current condition of the preservation area was assessed and a delta of 0.03 was determined. A preservation adjustment factor of 0.6 was determined. This preservation adjustment factor was based on a proposed management plan, the ecological and hydrological relationship to the onsite preservation area and to the offsite wetlands associated with the Tomoka River and the floodplain habitat the

onsite wetlands provide. Multiplying the adjusted mitigation delta (0.018) with the preservation acreage (1.797) yielded a regional functional gain (RFG) of 0.032. Please see the data sheet for the individual information determined for the three indicators of wetland function (Appendix B).

Wetland Preservation Area 3 is the 0.467 acres of the northern onsite wetland.

The current condition of the preservation area was assessed and a delta of 0.03 was determined. A preservation adjustment factor of 0.5 was determined. This preservation adjustment factor was based on a proposed management plan, the ecological and hydrological relationship to the onsite preservation area and to the offsite wetlands associated with the Tomoka River. Multiplying the adjusted mitigation delta (0.015) with the preservation acreage (0.467) yielded a regional functional gain (RFG) of 0.007. Please see the data sheet for the individual information determined for the three indicators of wetland function (Appendix B).

The combined regional functional gain for the onsite preservation areas is 0.039.

Subtracting the regional functional gain score from the total functional loss score (0.019 – 0.039) results in surplus of 0.02. Upland buffers will also be provided as well as additional upland preservation. The eight (8) upland preservation areas are labeled on the site plan. The upland preservation areas were not assessed with UMAM as they were not necessary to offset the proposed wetland impacts.

7.0 SUMMARY

As previously discussed, approximately 0.137 acres of wetland impacts are proposed. Mitigation is proposed for 0.115 acres of proposed wetland impacts. Secondary impacts were estimated. A combined functional loss of 0.019 was determined for the direct impacts and the anticipated secondary impacts to onsite wetlands.

Mitigation will be provided through 2.264 acres of onsite wetland preservation. Upland preservation will consist of 2.599 acres.

FIGURES



LEGEND

Project Boundary (± 30.11 Acres)

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Ecological Consulting Solutions, Inc.

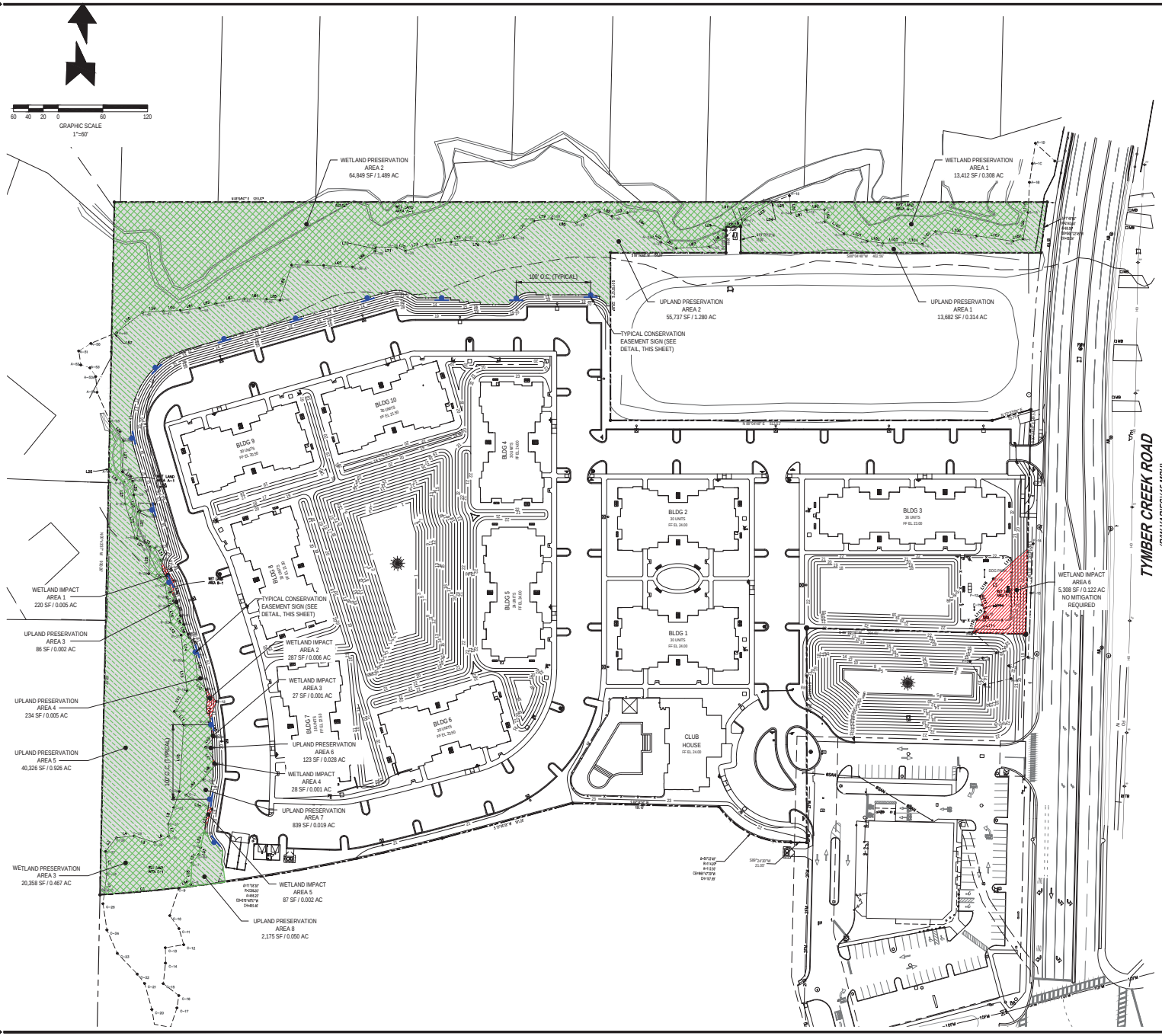
TYMBER CREEK APARTMENTS
VOLUSIA COUNTY, FLORIDA
LOCATION MAP

PROJECT #: 801.01.20 **DATE: 03/13/20** **FIGURE #: 1**

0 2,500 5,000 Feet

N

235 N. Hunt Club Blvd. Suite 202
Longwood, Florida 32779
Office: (407) 869-9434 Fax: (407) 869-9436
CKrack@ecsfl.cc



WETLAND AREAS SUMMARY CHART

1. WETLAND / UPLAND AREAS:	SQ. FT.	ACRE	%
TOTAL WETLAND AREAS	104,588	2.401	12.2
TOTAL UPLAND AREAS	750,047	17.219	87.8
TOTAL PROJECT AREA	854,635	19.620	100.0

LEGEND

- WETLAND IMPACT AREA
  5,957 SF / 0.137 AC (TOTAL)
  IMPACT AREAS REQUIRING MITIGATION = 649 SF / 0.015 AC
- WETLAND PRESERVATION AREA
  98,619 SF / 2.264 AC (TOTAL)
- UPLAND PRESERVATION AREA
  113,202 SF / 2.599 AC (TOTAL)
- CONSERVATION EASEMENT AREA
  211,821 SF / 4.863 AC (TOTAL)
- CONSERVATION EASEMENT SIGN
  (SEE DETAIL, THIS SHEET)

CONSERVATION AREA

NO DUMPING, LAND CLEARING OR OTHER DISTURBANCE TO SOILS OR VEGETATION PERMITTED BEYOND THIS POINT

FOR MORE INFORMATION, CONTACT THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (321) 984-4940

12" x 12"

SEE PLAN FOR LOCATIONS, SPACE AT 100' O.C.

CONSERVATION EASEMENT SIGN

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

WETLAND IMPACT / PRESERVATION PLAN
TYMBER CREEK APARTMENTS

36 N TYMBER CREEK ROAD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK LICENSED PROFESSIONAL ENGINEER NO. 62971 STATE OF FLORIDA

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	JUNE 2020
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 60'

DRAWING NUMBER

62



LEGEND

- Project Boundary (± 30.11 Acres)
- 411 Pine Flatwoods
- 436 Upland Scrub, Pine and Hardwoods
- 530 Reservoirs
- 615 Stream and Lake Swamps (Bottomland)
- 617 Mixed Wetland Hardwoods

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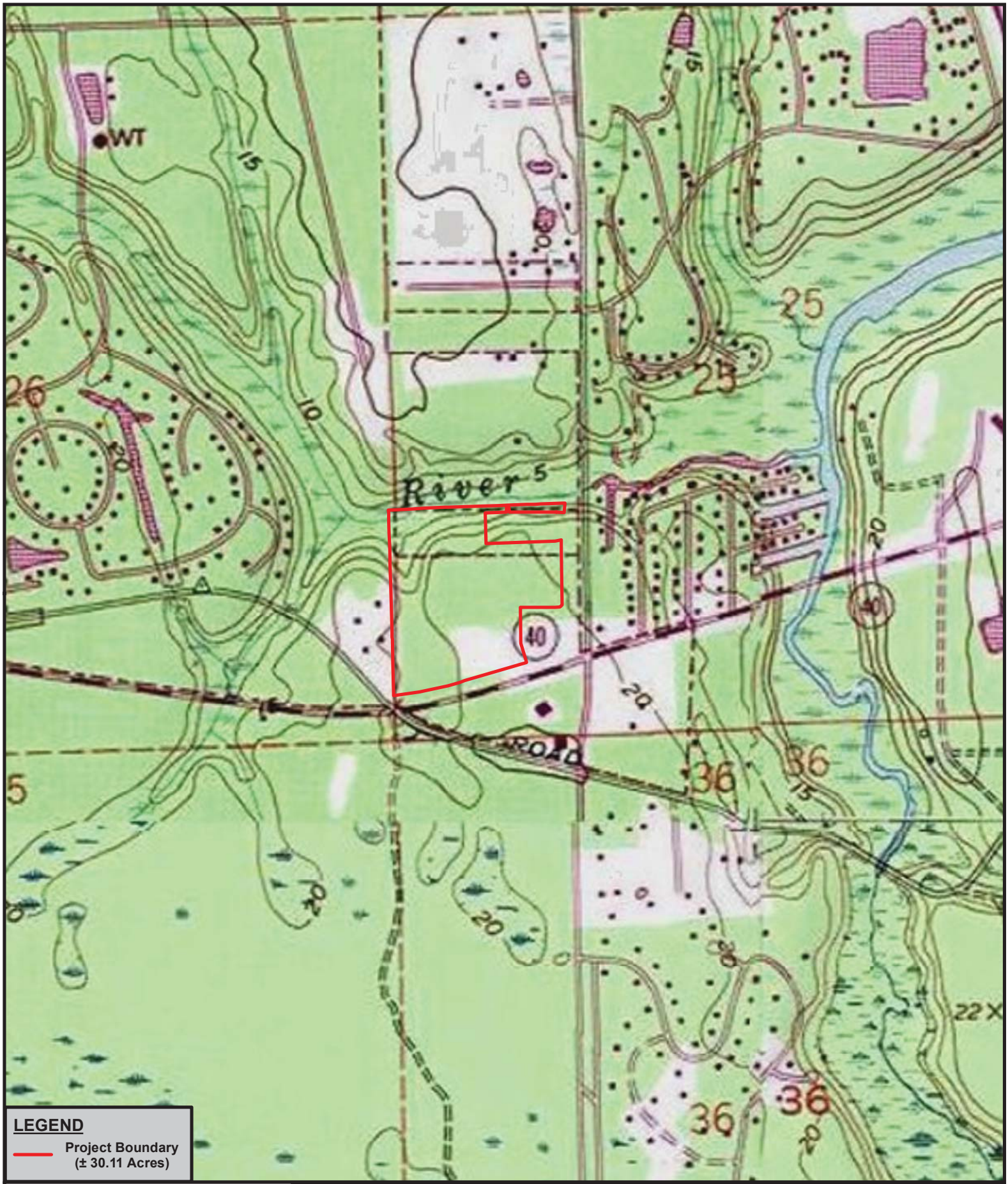
TYMBER CREEK APARTMENTS
VOLUSIA COUNTY, FLORIDA
FLUCFCS MAP

PROJECT #: 801.01.20 DATE: 03/13/20 FIGURE #:3

0 225 450 Feet

N

235 N. Hunt Club Blvd. Suite 202
Longwood, Florida 32779
Office: (407) 869-9434 Fax: (407) 869-9436
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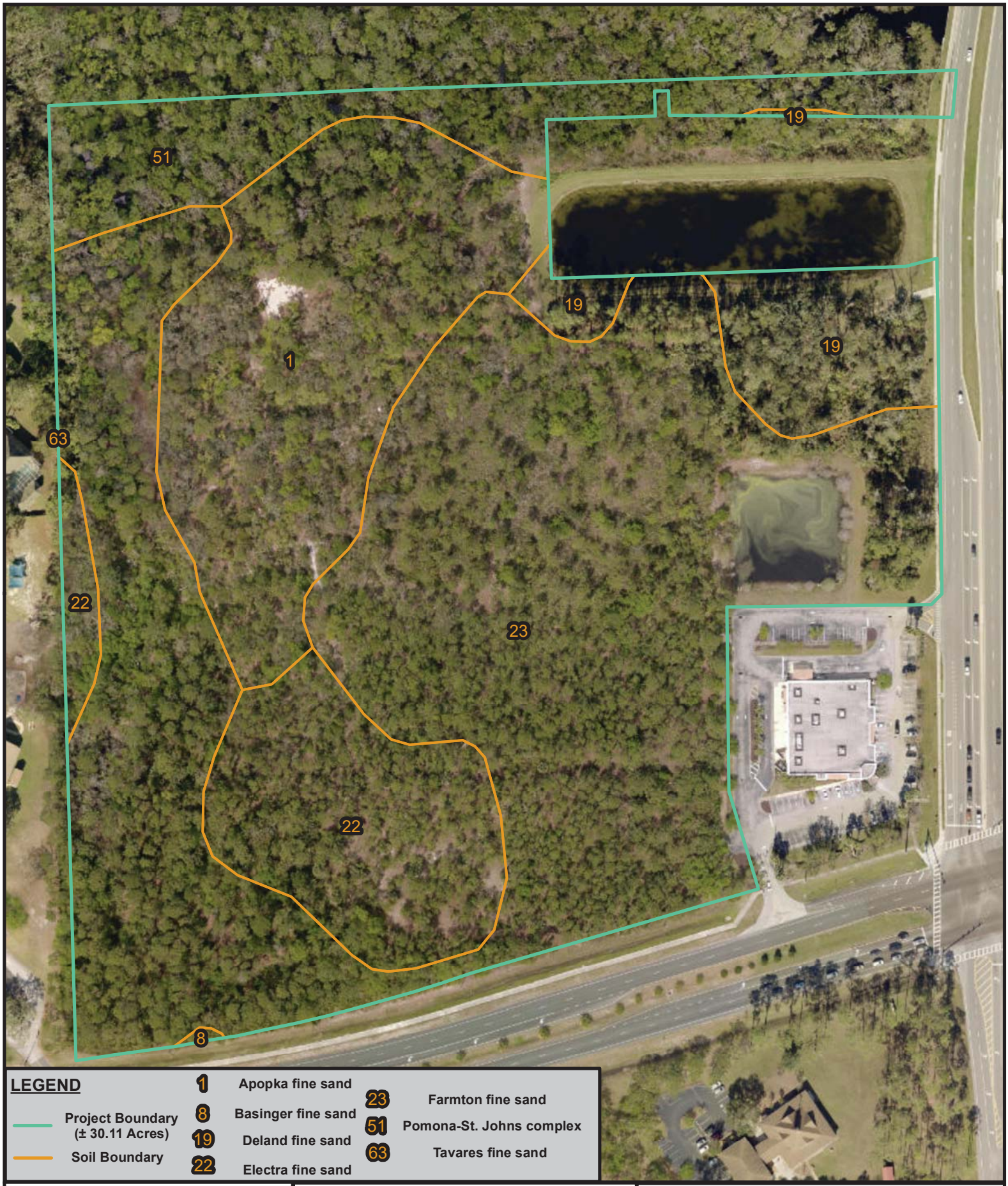
TYMBER CREEK APARTMENTS
VOLUSIA COUNTY, FLORIDA
TOPO MAP

PROJECT #: 801.01.20 DATE: 03/13/20 FIGURE #:4

0 1,000 2,000 Feet

N

235 N. Hunt Club Blvd. Suite 202
Longwood, Florida 32779
Office: (407) 869-9434 Fax: (407) 869-9436
CKrack@ecsfl.cc



LEGEND

Project Boundary (± 30.11 Acres)

Soil Boundary

1	Apopka fine sand
8	Basinger fine sand
19	Deland fine sand
22	Electra fine sand
23	Farmton fine sand
51	Pomona-St. Johns complex
63	Tavares fine sand

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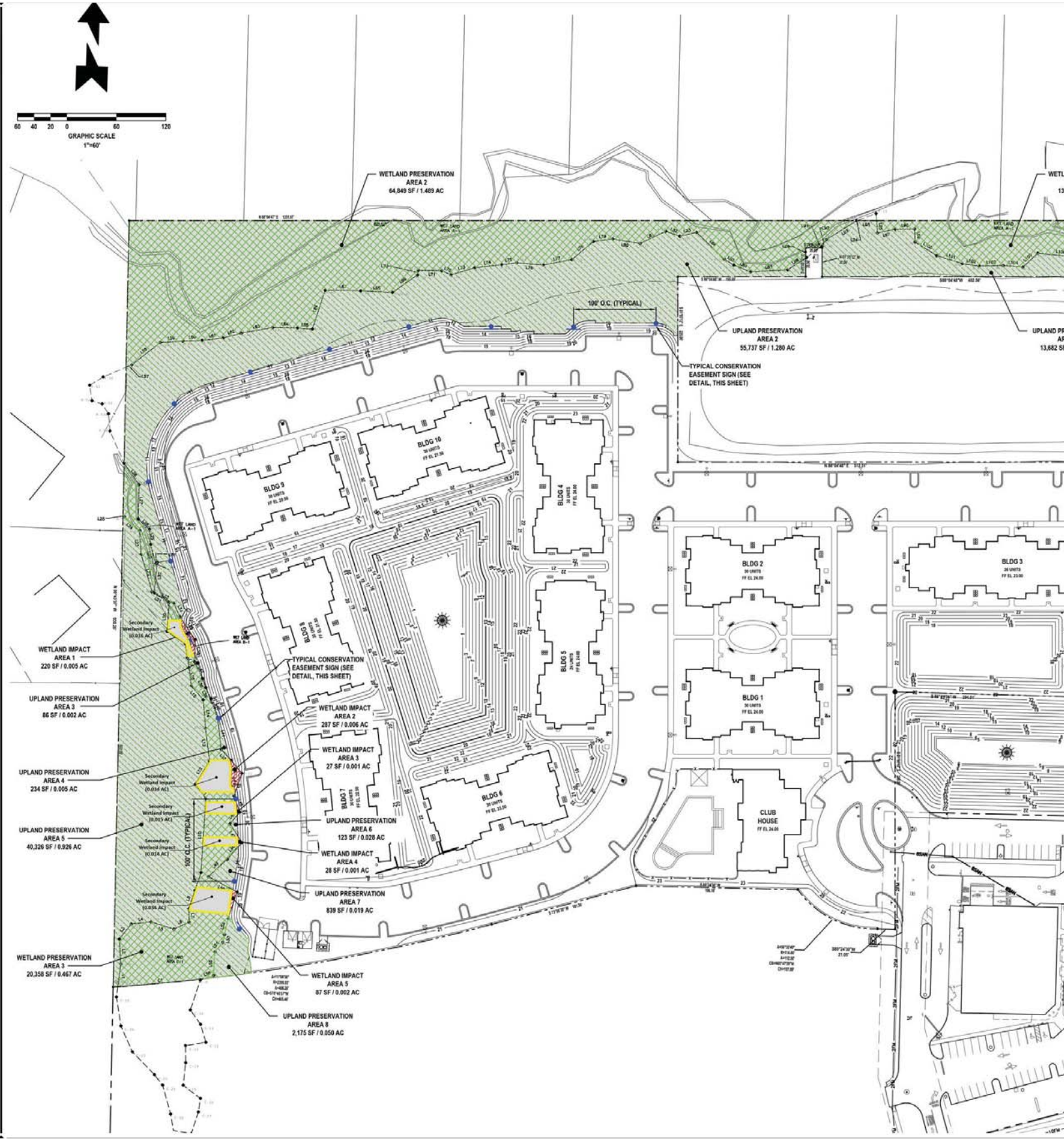
TYMBER CREEK APARTMENTS
VOLUSIA COUNTY, FLORIDA
NRCS SOILS MAP

PROJECT #: 801.01.20 **DATE: 03/13/20** **FIGURE #:5**

0 225 450 Feet

N

235 N. Hunt Club Blvd. Suite 202
Longwood, Florida 32779
Office: (407) 869-9434 Fax: (407) 869-9436
CKrack@ecsfl.cc


GRAPHIC SCALE
1"=60'
WETLAND PRESERVATION AREA 2
64,849 SF / 1.489 AC
100' O.C. (TYPICAL)
UPLAND PRESERVATION AREA 2
55,737 SF / 1.280 AC
TYPICAL CONSERVATION EASEMENT SIGN (SEE DETAIL, THIS SHEET)
BLDG 10
BLDG 9
BLDG 4
BLDG 8
BLDG 5
BLDG 2
BLDG 3
BLDG 1
BLDG 6
BLDG 7
CLUB HOUSE
WETLAND IMPACT AREA 1
220 SF / 0.005 AC
UPLAND PRESERVATION AREA 3
86 SF / 0.002 AC
TYPICAL CONSERVATION EASEMENT SIGN (SEE DETAIL, THIS SHEET)
WETLAND IMPACT AREA 2
287 SF / 0.006 AC
WETLAND IMPACT AREA 3
27 SF / 0.001 AC
UPLAND PRESERVATION AREA 4
234 SF / 0.005 AC
UPLAND PRESERVATION AREA 6
123 SF / 0.028 AC
UPLAND PRESERVATION AREA 5
40,326 SF / 0.926 AC
WETLAND IMPACT AREA 4
28 SF / 0.001 AC
UPLAND PRESERVATION AREA 7
839 SF / 0.019 AC
WETLAND PRESERVATION AREA 3
20,358 SF / 0.467 AC
WETLAND IMPACT AREA 5
87 SF / 0.002 AC
UPLAND PRESERVATION AREA 8
2,175 SF / 0.050 AC

APPENDIX A

Appendix B

Table 1: PROJECT WETLAND (WL) AND OTHER SURFACE WATER (SW) SUMMARY

WL & SW ID	WL & SW TYPE (FLUCFCS)	WL & SW SIZE (acres)	WL& SW NOT IMPACTED	TEMPORARY WL & SW IMPACTS			PERMANENT WL & SW IMPACTS			MITIGATION ID
				WL & SW TYPE	IMPACT SIZE	IMPACT CODE	WL & SW TYPE (FLUCFCS)	IMPACT SIZE	IMPACT CODE	
Wetland 1	615, 617	2.279	2.264				617	0.015	F	Preservation
Wetland 2	530	0.122	0.00				530	0.122		None
PROJECT TOTALS:		2.401	2.264					0.137		

Comments:
CODES (multiple entries per cell not allowed):
Wetland Type: from an established wetland classification system (see Section E, 111b.)
Impact Type: D=Dredge; F=Fill; H=change hydrology; S=shading; C=clearing; O=other
FROM NUMBER 40C-4.900(1) Pg 8 of 12

Table 2: PROJECT ON-SITE MITIGATION SUMMARY

MITIGATION ID	CREATION		RESTORATION		ENHANCEMENT		WETLAND PRESERVE		UPLAND PRESERVE		OTHER	
	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TYPE	AREA	TYPE	AREA	TYPE
Preservation Area 1 & 2							1.797	615,617				
Preservation Area 3							0.467	615,617				
PROJECT TOTALS							2.264					

CODES (multiple entries per cell not allowed):
Target Type or Type=target or existing habitat type from an established wetland classification system or land use classification for non-wetland mitigation

Reviewer:_____

FROM NUMBER 40C-4.900(1) Pg 9 of 1

Table 3: PROJECT OFF-SITE MITIGATION SUMMARY

MITIGATION ID	CREATION		RESTORATION		ENHANCEMENT		WETLAND PRESERVE		UPLAND PRESERVE		OTHER	
	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TYPE	AREA	TYPE	AREA	TYPE
N/A												
PROJECT TOTALS												

CODES (multiple entries per cell not allowed):
Target Type or Type=target or existing habitat type from an established wetland classification system or land use classification for non-wetland mitigation

Reviewer:_____

FROM NUMBER 40C-4.900(1) Pg 9 of 1

APPENDIX B

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Tymber Creek Apartments		Wetland Impact Area 1,2,3,4,5

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
FLUCFCS 611		Impact	0.015 acres

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
.....	Class I	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

The subject property is 19.62 acres located north of W Granada Boulevard, south of Moss Point Road, and west of N Tymber Creek Avenue in Ormond Beach, Florida. More specifically, the subject property is located in Section 25 Township 14 South and Range 31 East of Volusia County, Florida. The subject property contains a large wetland along the northern and western boundary as well as a reservoir in the eastern portion of the project site. The total amount of wetlands on site totals 2.401 acres. The rest of the property is pine dominated uplands.

Assessment area description

The assessment area consists of an impact to a mixed wetland hardwoods located on the eastern part of the property. The canopy consists of predominately slash pines (Pinus elliottii), sweet bay (Magnolia virginiana with red maple (Acer rubrum) and sweetgum (Liquidambar styraciflua). Understory species include dahoon holly and wax myrtle (Myrica cerifera). The groundcover consists of Virginia chain fern (Woodwardia virginica), cinnamon fern (Osmunda cinnamomea), dog fennel (Eupatorium capillifolium), royal fern (Osmunda regalis) and redroot (Lachnanthes caroliana). Standing water is not present.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
the Tomoka River is due north of the project site	This impact area (wetland habitat) not unique or rare in relation to the regional landscape.

Functions	Mitigation for previous permit/other historic use
Provides wildlife habitat for local species, water quality from runoff	none

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
amphibians, reptiles, songbirds and mammals	none found in Volusia County

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

none

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
Bill Griffy	7/13/20

Form 62-345.900(1), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Tymber Creek Apartment		Wetland Impact Area 1,2,3,4,5
Impact or Mitigation	**Assessment conducted by:**	**Assessment date:**
Wetland Impact - 0.015 acres	Bill Griffy	7/13/20

Scoring Guidance
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed

Optimal (10)	Moderate(7)	Minimal (4)	Not Present (0)
Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

.500(6)(a) Location and Landscape Support	w/o pres or current: 7	with: 0	Support for wildlife species outside of Assessment Area is moderate. Provides some benefits, adverse impacts from upland land uses outside of Assessment Area, natural connection to offsite wetlands, upland provides protection, uplands to be developed.
.500(6)(b)Water Environment (n/a for uplands)	w/o pres or current: 7	with: 0	Standing water is not present in the AA, uplands undeveloped, no evidence of flow rates, no ditching observed, no evidence of fire, nuisance and some exotic species in low numbers, no wading birds observed in Assessment Area, some native desirable wetland plant species. Light penetration is sufficient for herbaceous species.
.500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community	w/o pres or current: 7	with: 0	Canopy cover dominated by red maple, slash pine, some shrub cover, some desirable wetland species. Adjacent uplands are undeveloped pine and scrub, some snags, low lying topographic area. no evident land management practices. Encourages recruitment of invasive exotics.

Score = sum of above scores/30 (if uplands, divide by 20)	
current or w/o pres: 0.7	with: 0

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas
FL = delta x acres = 0.7 X 0.015=0.0105

Delta = [with-current]
0.7

If mitigation
Time lag (t-factor) =
Risk factor =

For mitigation assessment areas
RFG = delta/(t-factor x risk) =

Form 62-345.900(2), F.A.C. [effective date 02-04-2004]

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Tymber Creek Apartments		Secondary Impact Areas 1,2,3,4,5

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
FLUCFCS 611		Impact	0.115 acres

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
.....	Class I	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

The subject property is 19.62 acres located north of W Granada Boulevard, south of Moss Point Road, and west of N Tymber Creek Avenue in Ormond Beach, Florida. More specifically, the subject property is located in Section 25 Township 14 South and Range 31 East of Volusia County, Florida. The subject property contains a large wetland along the northern and western boundary as well as a reservoir in the eastern portion of the project site. The total amount of wetlands on site totals 2.401 acres. The rest of the property is pine dominated uplands.

Assessment area description

The assessment area consists of anticipated secondary impacts to a mixed wetland hardwoods located on the eastern part of the property. The canopy consists of predominately slash pines (Pinus elliottii), sweet bay (Magnolia virginiana with red maple (Acer rubrum) and sweetgum (Liquidambar styraciflua). Understory species include dahoon holly and wax myrtle (Myrica cerifera). The groundcover consists of Virginia chain fern (Woodwardia virginica), cinnamon fern (Osmunda cinnamomea), dog fennel (Eupatorium capillifolium), royal fern (Osmunda regalis) and redroot (Lachnanthes caroliana). Standing water is not present.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
the Tomoka River is due north of the project site	This impact area (wetland habitat) not unique or rare in relation to the regional landscape.

Functions	Mitigation for previous permit/other historic use
Provides wildlife habitat for local species, water quality from runoff	none

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
amphibians, reptiles, songbirds and mammals	none found in Volusia County

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

none

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
Bill Griffy	7/13/20

Form 62-345.900(1), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Tymber Creek Apartment		Secondary Impact Area 1,2,3,4,5
Impact or Mitigation	**Assessment conducted by:**	**Assessment date:**
Secondary Wetland Impact - 0.115 acres	Bill Griffy	7/13/20

Scoring Guidance	**Optimal (10)**	**Moderate(7)**	**Minimal (4)**	**Not Present (0)**
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

		w/o pres or current	with
.500(6)(a) Location and Landscape Support	Support for wildlife species outside of Assessment Area is moderate. Provides some benefits, adverse impacts from upland land uses outside of Assessment Area, natural connection to offsite wetlands, upland provides protection, uplands to be developed.	7	6
.500(6)(b)Water Environment (n/a for uplands)	Standing water is not present in the AA, uplands undeveloped, no evidence of flow rates, no ditching observed, no evidence of fire, nuisance and some exotic species in low numbers, no wading birds observed in Assessment Area, some native desirable wetland plant species. Light penetration is sufficient for herbaceous species.	7	7
.500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community	Canopy cover dominated by red maple, slash pine, some shrub cover, some desirable wetland species. Adjacent uplands are undeveloped pine and scrub, some snags, low lying topographic area. no evident land management practices. Encourages recruitment of invasive exotics.	7	6

Score = sum of above scores/30 (if uplands, divide by 20)	current or w/o pres	with
	0.7	0.63

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas
FL = delta x acres = 0.07 X 0.115=0.008

Delta = [with-current]
0.07

If mitigation
Time lag (t-factor) =
Risk factor =

For mitigation assessment areas
RFG = delta/(t-factor x risk) =

Form 62-345.900(2), F.A.C. [effective date 02-04-2004]

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Tymber Creek Apartments		Wetland Preservation Areas 1 and 2

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
FLUCFCS 615 / 617		Mitigation	1.797acres

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
.....	Class I	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

The subject property is 19.62 acres located north of W Granada Boulevard, south of Moss Point Road, and west of N Tymber Creek Avenue in Ormond Beach, Florida. More specifically, the subject property is located in Section 25 Township 14 South and Range 31 East of Volusia County, Florida. The subject property contains a large wetland along the northern and western boundary as well as a reservoir in the eastern portion of the project site. The total amount of wetlands on site totals 2.401 acres. The rest of the property is pine dominated uplands.

Assessment area description

Found along the northern boundary this habitat is defined by low lying areas with a natural creek running through it. Canopy species consist of bald cypress, pond pine (Pinus serotina), laurel oak (Quercus laurifolia), red maple, and water oak (Qyercus nigra). Other vegetation observed includes dogwood (Cornus florida), maiden cane (Panicum hemitomon), yellow eyed grass (Xyris spp.), and spoon flower (Peltandra sagittifolia). The upper banks consist of slash pine, southern magnolia (Magnolia grandiflora), pig nut hickory (Carya glabra), cabbage palm (Sabal palmetto), sweetgum, laurel oak, Carolina laurel cherry (Prunus caroliniana), water oak, and turkey oak (Quercus laevis). Ground cover was minimal and consists of bahia grass, blackberry, and some cogon grass. Water flows through this area.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
the Tomoka River is due north of the project site	This impact area (wetland habitat) not unique or rare in relation to the regional landscape.

Functions	Mitigation for previous permit/other historic use
Provides wildlife habitat for local species, water quality from runoff	none

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
fish, amphibians, reptiles, songbirds and mammals	none found in Volusia County

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

raccoon and white-tailed deer tracks

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
Bill Griffy	7/13/20

Form 62-345.900(1), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Tymber Creek Apartment		Wetland Preservation 1 and 2
Impact or Mitigation	**Assessment conducted by:**	**Assessment date:**
Mitigation - 1.797 acres	Bill Griffy	7/13/20

Scoring Guidance	**Optimal (10)**	**Moderate(7)**	**Minimal (4)**	**Not Present (0)**
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

	w/o pres or current	with	
.500(6)(a) Location and Landscape Support	7	7	Support for wildlife species outside of Assessment Area is moderate. Provides some benefits, adverse impacts from upland land uses outside of Assessment Area, natural connection to offsite wetlands, upland provides protection, uplands to be developed. Large area of upland buffer will remain on the south side of the wetland.
.500(6)(b)Water Environment (n/a for uplands)	7	7	Standing water is not present in the AA, uplands undeveloped, no evidence of flow rates, no ditching observed, no evidence of fire, nuisance and some exotic species in low numbers, no wading birds observed in Assessment Area, some native desirable wetland plant species. Light penetration is sufficient for herbaceous species. Master stormwater management system will maintain water discharge into the wetland.
.500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community	7	8	Canopy cover dominated by red maple, slash pine, some shrub cover, some desirable wetland species. Adjacent uplands are undeveloped pine and scrub, some snags, low lying topographic area. no evident land management practices. Encourages recruitment of invasive exotics. Management Plan part of the mitigation plan.

Score = sum of above scores/30 (if uplands, divide by 20)	current or w/o pres	with
	0.7	0.73

If preservation as mitigation,	
Preservation adjustment factor =	0.6
Adjusted mitigation delta =	0.018

For impact assessment areas
FL = delta x acres =

Delta = [with-current]
0.03

If mitigation	
Time lag (t-factor) =	1
Risk factor =	1

For mitigation assessment areas
RFG = delta/(t-factor x risk) = 0.032

Form 62-345.900(2), F.A.C. [effective date 02-04-2004]

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Tymber Creek Apartments		Wetland Preservation Area 3

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
FLUCFCS 615 / 617		Mitigation	0.467 acres

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
.....	Class I	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

The subject property is 19.62 acres located north of W Granada Boulevard, south of Moss Point Road, and west of N Tymber Creek Avenue in Ormond Beach, Florida. More specifically, the subject property is located in Section 25 Township 14 South and Range 31 East of Volusia County, Florida. The subject property contains a large wetland along the northern and western boundary as well as a reservoir in the eastern portion of the project site. The total amount of wetlands on site totals 2.401 acres. The rest of the property is pine dominated uplands.

Assessment area description

Found along the western boundary this habitat is a narrow "finger" wetland. Canopy species consist of laurel oak (Quercus laurifolia), red maple, sweetgum, cabbage palm and water oak (Qyercus nigra). Other vegetation observed includes domaiden cane (Panicum hemitomon), yellow eyed grass (Xyris spp.). The groundcover contains a large amount of duff.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
the Tomoka River is due north of the project site	This impact area (wetland habitat) not unique or rare in relation to the regional landscape.

Functions	Mitigation for previous permit/other historic use
Provides wildlife habitat for local species, water quality from runoff	none

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
reptiles, songbirds and mammals	none found in Volusia County

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

none

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
Bill Griffy	7/13/20

Form 62-345.900(1), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Tymber Creek Apartment		Wetland Preservation 3
Impact or Mitigation	**Assessment conducted by:**	**Assessment date:**
Mitigation - 0.467 acres	Bill Griffy	7/13/20

Scoring Guidance	**Optimal (10)**	**Moderate(7)**	**Minimal (4)**	**Not Present (0)**
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

	w/o pres or current	with	
.500(6)(a) Location and Landscape Support	7	7	Support for wildlife species outside of Assessment Area is moderate. Provides some benefits, adverse impacts from upland land uses outside of Assessment Area, natural connection to offsite wetlands, upland provides protection, uplands to be developed. Large area of upland buffer will remain on the east and west sides of the wetland.
.500(6)(b)Water Environment (n/a for uplands)	7	7	Standing water is not present in the AA, uplands undeveloped, no evidence of flow rates, no ditching observed, no evidence of fire, nuisance and some exotic species in low numbers, no wading birds observed in Assessment Area, some native desirable wetland plant species. Light penetration is sufficient for herbaceous species. Master stormwater management system will maintain water discharge into the wetland.
.500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community	7	8	Canopy cover dominated by red maple, slash pine, some shrub cover, some desirable wetland species. Adjacent uplands are undeveloped pine and scrub, some snags, low lying topographic area. no evident land management practices. Encourages recruitment of invasive exotics. Management Plan part of the mitigation plan.

Score = sum of above scores/30 (if uplands, divide by 20)	current or w/o pres	with
	0.7	0.73

If preservation as mitigation,	
Preservation adjustment factor =	0.5
Adjusted mitigation delta =	0.015

For impact assessment areas
FL = delta x acres =

Delta = [with-current]
0.03

If mitigation	
Time lag (t-factor) =	1
Risk factor =	1

For mitigation assessment areas
RFG = delta/(t-factor x risk) = 0.007

Form 62-345.900(2), F.A.C. [effective date 02-04-2004]

ATTACHMENT 5

Traffic Information

A. Florida Department of Transportation driveway and drainage permits for the project.

B. Volusia County November 10, 2020 Traffic Impact Analysis approval

C. Traffic Engineering Data Solutions, Inc., Site Access Analysis Review

D. Lassiter Transportation Group, August 30, 2022 – site access analysis

E. Lassiter Transportation Group, October 1, 2021 –access analysis

F. Lassiter Transportation Group, October 2020 – Traffic Impact Analysis

Additional attachments available at:
https://www.ormondbeach.org/1015/Tymber-Creek-Apartments

DRIVEWAY CONNECTION PERMIT FOR ALL CATEGORIES

PART 1: PERMIT INFORMATION

APPLICATION NUMBER: 2021-A-591-00078

Permit Category: C - 601 to 1,200 VTPD Access Classification: 3

Project: TIMBER CREEK APARTMENT ORMOND

Permittee: SHAMUS SCHROEDER

Section/Mile Post: 79100 / 25.437 State Road: 40

Section/Mile Post: / State Road:

PART 2: PERMITTEE INFORMATION

Permittee Name: SHAMUS SCHROEDER

Permittee Mailing Address: 1230 N US Hwy 1, Suite 3

City, State, Zip: Ormond Beach, Florida 32174

Telephone: (386) 872-7794 ext. _____

Engineer/Consultant/or Project Manager: HARRY NEWKIRK

Engineer responsible for construction inspection: HARRY NEWKIRK (NAME) 62971 (P.E. #)

Mailing Address: 1230 North US Highway 1, Suite 3

City, State, Zip: ORMOND BEACH, Florida 32174

Telephone: (386) 872-7794 ext. _____ FAX, Mobile Phone, etc. Fax: / Mobile:

PART 3: PERMIT APPROVAL

The above application has been reviewed and is hereby approved subject to all Provisions as attached.

Permit Number: 2021-A-591-00078
Department of Transportation

Signature: Scott Kirts Title: OPERATIONS PROGRAM ENGINEER

Department Representative's Printed Name Scott Kirts

Temporary Permit ☐ YES ☑ NO (If temporary, this permit is only valid for 6 months)

Special provisions attached ☐ YES ☑ NO

Date of Issuance: 7/19/2022

If this is a normal (non-temporary) permit it authorizes construction for one year from the date of issuance. This can only be extended by the Department as specified in 14-96.007(6).

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

See following pages for General and Special Provisions

PART 4: GENERAL PROVISIONS

1. Notify the Department of Transportation Maintenance Office at least 48 hours in advance of starting proposed work.
   Phone: 3867403420 , Attention: Christopher Engels
2. A copy of the approved permit must be displayed in a prominent location in the immediate vicinity of the connection construction.
3. Comply with Rule 14-96.008(1), F.A.C., Disruption of Traffic.
4. Comply with Rule 14-96.008(7), F.A.C., on Utility Notification Requirements.
5. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions.
6. The permittee shall not commence use of the connection prior to a final inspection and acceptance by the Department.
7. Comply with Rule 14-96.003(3)(a), F.A.C., Cost of Construction.
8. If a Significant Change of the permittee's land use, as defined in Section 335.182, Florida Statutes, occurs, the Permittee must contact the Department.
9. Medians may be added and median openings may be changed by the Department as part of a Construction Project or Safety Project. The provision for a median might change the operation of the connection to be for right turns only.
10. All conditions in NOTICE OF INTENT WILL APPLY unless specifically changed by the Department.
11. All approved connection(s) and turning movements are subject to the Department's continuing authority to modify such connection(s) or turning movements in order to protect safety and traffic operations on the state highway or State Highway System.
12. **Transportation Control Features and Devices in the State Right of Way.** Transportation control features and devices in the Department's right of way, including, but not limited to, traffic signals, medians, median openings, or any other transportation control features or devices in the state right of way, are operational and safety characteristics of the State Highway and are not means of access. The Department may install, remove or modify any present or future transportation control feature or device in the state right of way to make changes to promote safety in the right of way or efficient traffic operations on the highway.
13. The Permittee for him/herself, his/her heirs, his/her assigns and successors in interest, binds and is bound and obligated to save and hold the State of Florida, and the Department, its agents and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect, or omission by the applicant, his/her heirs, assigns and successors in interest that may occur by reason of this facility design, construction, maintenance, or continuing existence of the connection facility,except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.
14. The Permittee shall be responsible for determining and notify all other users of the right of way.
15. Starting work on the State Right of Way means that I am accepting all conditions on the Permit.

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

PART 5: SPECIAL PROVISIONS

NON-CONFORMING CONNECTIONS: ☐ YES ☑ NO

If this is a non-conforming connection permit, as defined in Rule Chapters 14-96 and 14-97, then the following shall be a part of this permit.

1. The non-conforming connection(s) described in this permit is (are) not permitted for traffic volumes exceeding the Permit Category on page 1 of this permit, or as specified in "Other Special Provisions" below.

2. All non-conforming connections will be subject to closure or relocation when reasonable access becomes available in the future.

OTHER SPECIAL PROVISIONS:

PART 6: APPEAL PROCEDURES

You may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If you dispute the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may petition for a formal administrative hearing pursuant to section 120.57 (1), Florida Statutes. If you agree with the facts stated in the Notice, you may petition for an informal administrative hearing pursuant to section 120.57(2), Florida Statutes. You must file the petition with:

Clerk of Agency Proceedings
Department of Transportation
Haydon Burns Building
605 Suwannee Street, M.S. 58
Tallahassee, Florida 32399-0458

The petition for an administrative hearing must conform to the requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and be filed with the Clerk of Agency Proceedings by 5:00 p.m. no later than 21 days after you received the Notice. The petition must include a copy of the Notice, be legible, on 8 1/2 by 11 inch white paper, and contain:

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and the name, address, and telephone number of your representative, if any, which shall be the address for service purposes during the course of the proceeding.
2. An explanation of how your substantial interests will be affected by the action described in the Notice;
3. A statement of when and how you received the Notice;
4. A statement of all disputed issues of material fact. If there are none, you must so indicate;
5. A concise statement of the ultimate facts alleged, including the specific facts you contend warrant reversal or modification of the agency's proposed action, as well as an explanation of how the alleged facts relate to the specific rules and statutes you contend require reversal or modification of the agency's proposed action;
6. A statement of the relief sought, stating precisely the desired action you wish the agency to take in respect to the agency's proposed action.

If there are disputed issues of material fact a formal hearing will be held, where you may present evidence and argument on all issues involved and conduct cross-examination. If there are no disputed issues of material fact an informal hearing will be held, where you may present evidence or a written statement for consideration by the Department.

Mediation, pursuant to section 120.573, Florida Statutes, may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an adminstrative hearing is not affected when mediation does not result in a settlement.

Your petition for an administrative hearing shall be dismissed if it is not in substantial compliance with the above requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code. If you fail to timely file your petition in accordance with the above requirements, you will have waived your right to have the intended action reviewed pursuant to chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.

Approved
Scott Kirts
7/19/2022

Letter of Authorization

I, Garrison McMillan, Manager of VCP Ormond Beach LLC, the undersigned, owner(s) of the property located at:

2011 W. Granada Blvd, Ormond Beach, FL 32174
Parcel ID #'s:
412500000221 & 412500000230

Authorize Newkirk Engineering, Inc. to act as my (our) agent to obtain permits required from the Florida Department of Transportation for the Tymber Creek Apartments.

Signed _____

Printed Name Garrison McMillan
Address 4983 New Peachtree Rd
Chamblee, GA

Signed _____

Printed Name _____
Address _____

Sworn to and subscribed before me, this 7 day of December, 2021.

C. LEIGH RICHARDSON NOTARY PUBLIC GWINNETT COUNTY, GEORGIA My Commission Expires 04-12-2025

_____
Notary Public, State of Florida
My Commission Expires: 4/12/2025

Approved
2021-A-391-00078
Scott Kirts
7/19/2022

Prepared by and return to:
Byron B. Howell, P.A.
10332 Green Links Dr.
Tampa, FL 33626

Accommodation recording only;
document not reviewed and
no insurance provided

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 29th day of October, 2021, between VCP ORMOND BEACH, LLC, a Florida limited liability company, whose post office address is 2120 S HWY A1A, Vero Beach, FL 32963, ("Grantor") and VCP ORMOND BEACH II, LLC, whose post office address is 2120 S HWY A1A, Vero Beach, FL 32963 ("Grantee");

(Whenever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument, the singular and plural, and the heirs, legal representatives, successors and assigns of each.)

WITNESSETH: That Grantor, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, by these presents does irrevocably grant, convey, release, remise, convey and confirm to the said Grantee and Grantee's heirs and assigns forever, an undivided 10.255% tenant in common interest the following described land (the "Property"), situate, lying and being in the County of Volusia, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO: Those matters listed on **EXHIBIT "B"** Attached.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with the Grantee that Grantor will warrant and forever defend the right and title to the Property unto Grantee against only the claims of those persons claiming by, through or under Grantor, but no others.

Grantor represents and covenants that no part of the Property, or of any adjacent land, constitutes its homestead under the constitution or statutes of the State of Florida.

(SIGNATURES ON FOLLOWING PAGES)

When Recorded Return To: TRB
First American Title Insurance Company
National Commercial Services
401 E. Pratt St., Ste. 323
Baltimore, MD 21202
File No: NCS 1095682

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

GRANTOR:

Signed, sealed and delivered in our presence:

limited

Print Name: Emily Barows

Kathryn Moody

Print Name: Kathryn Moody

VCP ORMOND BEACH, LLC, a Florida limited liability company

By: VCP Manager, LLC, a Georgia limited liability company, its Manager

By: _____

Print Name: Trace McCreary

Title: Manager

STATE OF Georgia

COUNTY OF Cobb

The foregoing instrument was acknowledged before me this 27th day of October, 2021, by Trace McCreary, as Manager of VCP Manager, LLC, the Manager of Grantor VCP ORMOND BEACH, LLC, who is (Choose One) X personally known to me or produced _____ as identification.

_____

Name: Meilyn Cabrera

Notary Public

My Commission Expires: May 11, 2025

Commission No.: _____

MEILYN CABRERA NOTARY EXPIRES GEORGIA May 11 2025 PUBLIC COBB COUNTY

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 WITH THE WESTERLY RIGHT OF WAY LINE OF N. TYMBER CREEK ROAD AS NOW LAID OUT AND IN USE; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE S00°34'36"E, [redacted] THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S89°41'08"W, 294.01 FEET; THENCE S01°55'12"E, 288.06 FEET; THENCE S89°24'30"W, 21.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 114.00 FEET AND CENTRAL ANGLE OF 56°32'40"; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 112.50 FEET; THENCE S89°24'30"W, 196.16 FEET; THENCE S73°06'38"W, 181.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2396.93 FEET AND CENTRAL ANGLE OF 11°08'38"; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.20 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE N00°43'37"W ALONG SAID WEST LINE, 930.26 FEET TO THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE N88°04'47"E ALONG SAID SOUTH LINE, 1251.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD AND THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2143.48 FEET, A CENTRAL ANGLE OF 01°49'56" AND A CHORD BEARING S05°22'45"W; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 68.55 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED AS PARCEL NUMBER: 103-POND 1, IN OFFICIAL RECORDS BOOK 6966, PAGE 0009, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHT (8) CALLS: S88°04'48"W, 402.56 FEET; THENCE N01°55'12"W, 35.00 FEET; THENCE S88°04'48"W, 20.00 FEET; THENCE S01°55'12"E, 35.00 FEET; THENCE S88°04'48"W, 155.00 FEET; THENCE S01°55'12"E, 225.00 FEET; THENCE N88°04'48"E, 512.51 FEET; THENCE N72°33'09"E, 53.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S00°34'36"E, 49.53 FEET TO THE POINT OF BEGINNING.

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

LESS the following (which comprises the northerly 6.7 acres of the above legal description):

The South 10.2 Acres of the Northwest 1/4 of the Southwest 1/4 of Section 25, Township 14 South, Range 31 East, Volusia County, Florida.

Subject to a right of way twenty-five feet (25') in width over, upon and across the easternmost side of the within-described tract

Together with any and all riparian rights thereto belonging or in anywise pertaining

Less that portion commencing at the Southeast corner of the North 3/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 25; thence run South 88°04'48 West along the South line of said North 3/4 a distance of 25.01 feet to the Point-Of-Beginning said point being situated on the existing Westerly Right of Way line of Tymber Creek Road (Right of Way varies) as recorded and described in Deed Book 539 Page 336 of said Public Records; thence run South 00°34'36" East along said Right of Way line a distance of 337.01 feet; thence departing said Right of Way line, run the following courses and distances; South 88°01'33" West a distance of 65.02 feet; North 00°34'36" West a distance of 59.15 feet; South 72°33'09" West a distance of 53.79 feet; South 88°04'48" West a distance of 512.51 feet; North 01°55'12" West a distance of 225.00 feet; North 88°04'48" East a distance of 155.00 feet; North 01°55'12" West a distance of 35.00 feet; North 88°04'48" East a distance of 20 feet; South 01°55'12" East a distance of 35.00 feet; North 88°04'48" East a distance of 402 57 feet to a point of curvature of a non-tangent curve concave easterly having a radius of 2143.48 feet, a chord bearing of North 05°22'08" East, a chord distance of 67.79 feet; thence run Northeasterly along the arc of said curve through central angle of 01°48'43" for an arc distance of 67.79 feet; thence run North 88°04'48" East a distance of 49.71 feet to the Point-Of-Beginning.

AND PARCEL 2:

The South 10.2 Acres of the Northwest 1/4 of the Southwest 1/4 of Section 25, Township 14 South, Range 31 East, Volusia County, Florida.

Subject to a right of way twenty-five feet (25') in width over, upon and across the easternmost side of the within-described tract

Together with any and all riparian rights thereto belonging or in anywise pertaining

Less that portion commencing at the Southeast corner of the North 3/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 25; thence run South 88°04'48 West along the South line of said North 3/4 a distance of 25.01 feet to the Point-Of-Beginning said point being situated on the existing Westerly Right of Way line of Tymber Creek Road (Right of Way varies) as recorded and described in Deed Book 539 Page 336 of said Public Records; thence run South 00°34'36" East along said Right of Way line a distance of 337.01 feet; thence departing said Right of Way line, run the following courses and distances; South 88°01'33" West a distance of 65.02 feet; North 00°34'36" West a distance of 59.15 feet; South 72°33'09" West a distance of 53.79 feet; South 88°04'48" West a distance of 512.51 feet; North 01°55'12" West a distance of 225.00 feet; North 88°04'48" East a distance of 155.00 feet; North 01°55'12" West a distance of 35.00 feet; North 88°04'48" East a distance of 20 feet; South 01°55'12" East a distance of 35.00 feet; North 88°04'48" East a distance of 402 57 feet to a point of curvature of a non-tangent curve concave easterly having a radius of 2143.48 feet, a chord bearing of North 05°22'08" East, a chord distance of 67.79 feet; thence run Northeasterly along the arc of said curve through central angle of 01°48'43" for an arc distance of 67.79 feet; thence run North 88°04'48" East a distance of 49.71 feet to the Point-Of-Beginning.

Which comprises the northerly 6.7 acres of the following legal description:

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 WITH THE WESTERLY RIGHT OF WAY LINE OF N. TYMBER CREEK ROAD AS NOW LAID OUT AND IN USE; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE S00°34'36"E, 251.98 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S89°41'08"W, 294.01 FEET; THENCE S01°55'12"E, 288.06 FEET; THENCE S89°24'30"W, 21.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 114.00 FEET AND CENTRAL ANGLE OF 56°32'40"; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 112.50 FEET; THENCE S89°24'30"W, 196.16 FEET; THENCE S73°06'38"W, 181.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2396.93 FEET AND CENTRAL ANGLE OF 11°08'38"; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.20 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE N00°43'37"W ALONG SAID WEST LINE, 930.26 FEET TO THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE N88°04'47"E ALONG SAID SOUTH LINE, 1251.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD AND THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2143.48 FEET, A CENTRAL ANGLE OF 01°49'56" AND A CHORD BEARING S05°22'45"W; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 68.55 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED AS PARCEL NUMBER: 103-POND 1, IN OFFICIAL RECORDS BOOK 6966, PAGE 0009, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHT (8) CALLS: S88°04'48"W, 402.56 FEET; THENCE N01°55'12"W, 35.00 FEET; THENCE S88°04'48"W, 20.00 FEET; THENCE S01°55'12"E, 35.00 FEET; THENCE S88°04'48"W, 155.00 FEET; THENCE S01°55'12"E, 225.00 FEET; THENCE N88°04'48"E, 512.51 FEET; THENCE N72°33'09"E, 53.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S00°34'36"E, 49.53 FEET TO THE POINT OF BEGINNING.

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

EXHIBIT "B"
PERMITTED EXCEPTIONS FOR PARCEL 1

1. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.

2. Subject to easements and rights-of-way conveyed and taken by the County of Volusia, a political subdivision of the State of Florida, contained in that certain Right of Way Deed recorded September 30, 1955 in Deed Book 539, Page 336 affected by Order Denying Motion to Determine Property Boundary recorded February 7, 2013 in Book 6815, Page 4097; and Stipulated Final Judgment as to Parcel No. 112 recorded May 8, 2013 in Book 6854, Page 4484; and Stipulated Amended Order of Taking and Final Judgment for Parcel Nos. 102, 716, 103/Pond 1, 703/803 recorded March 7, 2014 in Book 6966, Page 9; and, Stipulated Final Judgment as to Walgreen Co. and Agreed Order of Apportionment for Parcel Nos. 102 and 716 recorded May 20, Page 2014 in Book 6991, Page 934. (All Parcels)

3. Interlocal Wholesale Water and Wastewater Service Agreement by and between The City of Daytona Beach and The City of Ormond Beach recorded November 8, 2006 in Book 5949, Page 4142. (All Parcels)

4. Easement Agreement for Ingress, Egress and Access, Surface Water and Underground Drainage, and Storm-Water Retention and Utilities by and between J-4 Land Partners Ltd., a Florida limited partnership and J-4 Land Partners Ltd., a Florida limited partnership recorded July 23, 2007 in Book 6098, Page 1230. (J-10 Parcel)

5. Administrative Order by the City of Ormond Beach Land Development Code recorded September 24, 2007 in Book 6129, Page 3637. (J-10 Parcel)

6. Declaration of Easements, Covenants, Conditions and Restrictions and Easements, recorded November 19, 2007 in Book 6156, Page 1945, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (J-10 Parcel)

7. Survey prepared by Sliger & Associates, Inc., dated March 27, 2020, under Job No. 20-0211, shows the following: (a) Encroachment of concrete pads, lift station, lift station wet well and 6-foot chain link fence onto southernmost east boundary line and over Easement recorded in OR [redacted] (b) 4-foot wood fence and 4-foot hogwire fence encroach west boundary line; (c) Concrete pad/driveway apron located in northeast corner and encroaches adjacent Tymber Creek Rd. (south of County 103-Pond Parcel).

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

EXHIBIT "B"
PERMITTED EXCEPTIONS FOR PARCEL 2

1. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.

2. Subject to easements and rights-of-way conveyed and taken by the County of Volusia, a political subdivision of the State of Florida, contained in that certain Right of Way Deed recorded September 30, 1955 in Deed Book 539, Page 336 affected by Order Denying Motion to Determine Property Boundary recorded February 7, 2013 in Book 6815, Page 4097; and Stipulated Final Judgment as to Parcel No. 112 recorded May 8, 2013 in Book 6854, Page 4484; and Stipulated Amended Order of Taking and Final Judgment for Parcel Nos. 102, 716, 103/Pond 1, 703/803 recorded March 7, 2014 in Book 6966, Page 9; and, Stipulated Final Judgment as to Walgreen Co. and Agreed Order of Apportionment for Parcel Nos. 102 and 716 recorded May 20, Page 2014 in Book 6991, Page 934. (All Parcels)

3. Easement granted to Florida Power & Light Company recorded September 28, 1983 in Book 2493, Page 1275, as affected by Subordination of Utility Interests by and between the County of Volusia and Florida Power & Light Company recorded April 14, 2010 in Book 6465, Page 2587. (Foy Parcel)

4. Interlocal Wholesale Water and Wastewater Service Agreement by and between The City of Daytona Beach and The City of Ormond Beach recorded November 8, 2006 in Book 5949, Page 4142. (All Parcels)

5. This Policy does not insure title to any part of the land lying below the ordinary high water mark of any abutting body of water. (Foy Parcel)

6. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of the Tomoka River. (Foy Parcel)

7. Riparian and/or littoral rights are not insured. (Foy Parcel)

8. Terms and provisions for Ordinance No. 2020-17 to annex real property into the City of Ormond Beach recorded June 1, 2020 in Book 7858, Page 2224. (Foy Parcel)

9. Survey prepared by Sliger & Associates, Inc., dated March 27, 2020, under Job No. 20-0211, shows the following: (a) Encroachment of concrete pads, lift station, lift station wet well and 6-foot chain link fence onto southernmost east boundary line and over Easement recorded in OR [redacted] (b) 4-foot wood fence and 4-foot hogwire fence encroach west boundary line; (c) Concrete pad/driveway apron located in northeast corner and encroaches adjacent Tymber Creek Rd. (south of County 103-Pond Parcel).

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RECEIPT OF CONNECTION APPLICATION AND FEE (OR WAIVER OF FEE)

IMPORTANT NOTE: Even though your application has been accepted, it may not be complete. We will contact you if more information is needed.

(1) APPLICATION NUMBER: 2021-A-591-00078

APPLICANT:

(2) Name/Address: SHAMUS SCHROEDER
1230 N US Hwy 1, Suite 3
Ormond Beach, Florida 32174

(3) Project Name:

(4) Fee

		VEHICLES PER DAY	FEE
☐	Category A	1-20	$50.00
☐	Category B	21-600	$250.00
☑	Category C	601-1,200	$1,000.00
☐	Category D	1,201-4,000	$2,000.00
☐	Category E	4,001-10,000	$3,000.00
☐	Category F	10,001-30,000	$4,000.00
☐	Category G	30,001 +	$5,000.00
☐	Temporary		$250.00
☐	Safety		NO FEE
☐	Government Entity		NO FEE

(5) Application Fee Collected $ 1000.0

Payment Type:

- ☐ Money Order
- ☐ Check (check number _____)
- ☐ Cash
- ☑ Credit Card (online only)

(6) Fee Collected By

Name One-Stop Permitting

Signature One-Stop Permitting

Date 12/7/2021 District _____ Unit _____

(7) Receipt Given Back to Applicant Via

☐ Hand Delivery ☐ Mail ☐ Courier Service ☐ Other ☑ Electronically

Applicant (or Agent) Signature (if available) SHAMUS SCHROEDER

This form bears your application number and serves as your receipt.

(8) If fee is waived, give justification below or on separate sheet.

FOR AGENCY USE ONLY – ATTACH COPY OF CHECK ON THE NEXT PAGE

Make Checks payable to: State of Florida Department of Transportation

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

DRAINAGE CONNECTION PERMIT

To be completed by DOT

Drainage Connection Permit No. 2021-D-591-00042 Date 12/7/2021

Received By One-Stop Permitting System Maintenance Unit 591 Driveway to Tymber Creek Apts

State Road No. SR 40 Work Program Project No. None

Section No. 100 Construction Project No. None

Milepost 25.22 3/4 mile west of I-95 Station NEC N. Tymber Creek Rd at Walgreens

Instructions for Drainage Connection Permit

Pursuant to 14-86.004(5), F.A.C. Once approved by the Department, the drainage connection application and supporting documents become the Drainage Connection Permit."

Each completed Drainage Connection Permit package shall include the following items. If an item does not apply to your project, indicate "Not Applicable" or "N/A."

Included	Part	Title	Completed by:	Special Instructions
✓	1	Permit Information Sheet	Applicant	
✓	2	Certification by a Licensed Professional	Licensed Professional	Signed and Sealed
✓	3	Certification	Applicant	Signature
✓	4	Owner's Authorization of a Representative	Owner	Signature
✓	5	Affidavit of Ownership or Control and Statement of Contiguous Interest	Owner	Signature
✓	6	Permit General Conditions	FDOT	
	7	Permit Special Conditions	FDOT	
	8	As-Built Certification	Licensed Professional	Signed and Sealed – Submit within 15 working days of completion of construction
✓	Attachment	Legal Description		
	Attachment	Photographs of Existing Conditions		
✓	Attachment	Location Map		
✓	Attachment	Grading Plan	Licensed Professional	Signed and Sealed
✓	Attachment	Soil Borings		
✓	Attachment	Water Table / Percolation		
✓	Attachment	Calculations		
	Attachment	CD with Electronic Files of all Submittal Items		Scanned Images in pdf format

Note: Different Licensed Professionals may complete parts of the permit package. For example, the Licensed Professional signing and sealing the as-built certification may be different from the Licensed Professional who signed and sealed the calculations for the permit package.

EXCEPTIONS: Activities that qualify for an Exception are listed in Rule 14-86, F.A.C. A permit application to the Department is NOT required. However, if you desire verification whether the work qualifies for an exception, send a completed copy of this permit package with its requested information to the applicable FDOT District Office.

Approved
2021-D-591-00042
Scott Kirts
7/19/2022

PART 1 – Permit Information Sheet

Select one: ☐ **Permit** ☑ **Exception**

Pursuant to 14-86.002(2), F.A.C. "Applicant means the owner of the adjacent property or the owner's authorized representative."

Applicant

Select one: ☐ Property Owner ☑ Owner's Representative (Complete Part 4)

Name: Garrison McMillan

Title and Company: Manager, VCP Ormond Beach, LLC

Address: 2110 Powers Ferry Rd Suite 150

City: Atlanta State: Georgia Zip: 30339

Telephone: (404) 798-5974 ext. _____ FAX: _____ Email: gmcmillan@tellus-partners.com

Property Owner (If not applicant)

Name: Garrison Mcmillan

Title and Company: Manager, VCP Ormon

Address: 211, Suite

City: Atlanta State: Georgia Zip: 32174

Telephone: (404) 798-5974 ext. _____ FAX: _____ Email: GMCMCMILLAN@TELLUS-PARTNERS.COM

Applicant's Licensed Professional

Name: Harry Newkirk Florida License Number: 62971

Title and Company: President / CEO, Newkirk Engineering, Inc.

Address: 1230 N US Highway 1, Suite 3

City: Ormond Beach State: Florida Zip: 32174

Telephone: (386) 872-7794 ext. _____ FAX: _____ Email: harry@newkirk-engineering.com

Project Information:

Project Name: Driveway to Tymber Creek Apartments SR 40 at Tymber Creek Ormond

Location: SR 40
STREET SR. NO. US HWY NO. CITY

Volusia 100
COUNTY SECTION(S) TOWNSHIP(S) RANGE(S)

*Geographic Coordinates: Latitude (DMS.SSS): 29.2529600349693 Longitude (DMS.SSS): -81.1305990427022

Benchmark Horizontal Datum: (/ _____.)

* State Plane Coordinates: Northing 0 Easting: 0

Projection Zone: ☐ Florida North ☐ Florida East ☐ Florida West

Coordinate shall be the center of the driveway intersection with FDOT R/W, or, if there is no driveway connection, near the center of the property line nearest the state highway.

**Check with the FDOT Office for requirement.*

Approved
2021-D-591-00042
Scott Kirts
7/19/2022

Brief description of facility and proposed connection:
Stormwater management facility for a proposed apartment complex access road. Access road basin is 0.426 acres with 0.313 acres proposed impervious. System discharges to an existing roadside ditch along the north side of the SR 40 ROW.

Briefly describe why this activity requires a Drainage Connection Permit (Include where the stormwater will discharge to FDOT right of way):
Site drains to the FDOT ROW in the pre & post-development condition.

Approved
2021-D-591-00042
Scott Kirts
7/19/2022

PART 2 – Certification by a Licensed Professional

In accordance with Rule 14-86, Florida Administrative Code (F.A.C.), I hereby certify that the following requirements are and/or will be met.

This project has been designed in compliance with all applicable water quality design standards as required by state governmental agencies.

14-86.004(3)(f) (F.A.C.): Certification by a Licensed Professional that the complete set of plans and computations complies with one of the following Rules Sections:

☑ 14-86.003(2)(a) (F.A.C.), or ☐ 14-86.003(2)(b) (F.A.C). (check one)

I further certify that a National Pollutant Discharge Elimination System (NPDES) permit for stormwater discharges associated with industrial activity from construction sites

☑ is required ☐ is not required. (check one)

I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

This certification shall remain valid for any subsequent revision or submittal of plans, computation or other project documents by me.

Name of Licensed Professional: Harry Newkirk

Florida License Number: 62971

Company Name (if applicable): Newkirk Engineering, Inc.

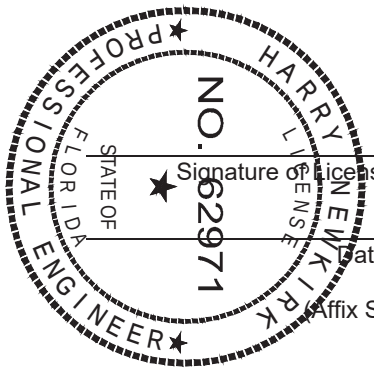
Certificate of Authorization Number (if applicable): _____

Address: 1230 N US Highway 1, Suite 3

City: Ormond Beach State: Florida Zip: 32174

Telephone: (386) 872-7794 ext. _____ Fax: _____ Email: harry@newkirk-engineering.com

HARRY H. NEWKIRK,
P.E. FL. REG. NO. 62971



_____
Signature of Licensed Professional

_____
Date

(Affix Seal)

Approved
2021-D-591-00042
Scott Kirts
7/19/2022

PART 3 – Certification by Applicant

I hereby certify that the information in this submittal is complete and accurate to the best of my knowledge.

Applicant's Signature: Shamus Schroeder Date: 12-7-2021

Name (Printed): Shamus Schroeder

Title and Company: Newkirk Engineering, Inc.

Address: 1230 N US Highway 1, Suite 3 Ormond Beach, Florida 32174

Phone Number: (386) 872-7794 ext. _____ E-mail address: shamus@newkirk-engineering.com

PART 4 – Owner's Authorization of a Representative

I (we), the owner, Garrison McMillan, Manager of VCP Ormond Beach LLC , do hereby authorize the following person, or entity, as my representative:

Name (Printed): Shamus Schroeder

Title and Company: Newkirk Engineering, Inc.

Address: 1230 N US Highway 1, Suite 3 Ormond Beach, Florida 32174

Phone Number: (386) 872-7794 ext. _____ E-mail address: shamus@newkirk-engineering.com

Part 5 – Affidavit of Property Ownership or Control and Statement of Contiguous Interest

I, Garrison McMillan, Manager of VCP Ormond Beach LLC, certify that I own or lawfully control the following described property:

A portion of the southwest 1/4 of Section 25, Township 14 South, Range 31 East. Please see survey for full legal description

Does the property owner own or have any interests in any adjacent property?

☐ No ☑ Yes If yes, please describe.

Property owner owns the adjacent parcel to the north, Property ID No. 41250000230

Owner's Signature required for Parts 4 and/or 5

We will not begin on the drainage connection until I receive the Permit and I understand all the conditions of the Permit. When work begins on the connection, I am accepting all conditions listed in the Permit.

Name (Printed): Garrison McMillan, Manager of VCP Ormond Beach LLC

Address: 2110 Powers Ferry Rd, Suite 150 Atlanta, Georgia

Phone Number: 404-798-5974

Signature: _____ Date: 12/7/2021

Approved
2021-D-591-00042
Scott Kirts
7/19/2022

PART 6 – Permit General Conditions

1. This permit is a license for permissive use only and does not convey any property rights either in real estate or material, or any exclusive privilege and it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State or local laws, rules or regulations; nor does it obviate the necessity of obtaining any required state or local approvals.

2. The drainage connection as authorized herein shall be constructed and thereafter maintained in accordance with the documents attached hereto and incorporated by reference herein. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions. Such construction shall be subject to the inspection and approval of the Department, and the Department may at any time make such inspections as it deems necessary to assure that the drainage connection is in compliance with this permit.

3. The entire expense of construction within the Department right of way, including replacement of existing pavement or other existing features, shall be borne by the permittee.

4. The permittee shall maintain that portion of the drainage connection authorized herein located on permittee's property in good condition. The Department shall maintain that portion of the drainage connection authorized herein located within its right of way.

5. If the drainage connection is not constructed, operated or maintained in accordance with this permit, the permit may be suspended or revoked. In this event modification or removal of any portion of the drainage connection from the Department's right of way shall be at the permittee's expense.

6. The Department reserves the right to modify or remove the drainage connection to prevent damage or in conjunction with road improvements.

7. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the Department's right, title, and interest in the land to be entered upon and used by the permittee, and the permittee will, at all times, assume all risk of and indemnify, defend and save harmless the Department from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said permittee of these rights and privileges, regardless of the respective degrees of fault of the parties.

8. Utilities, including gas lines, may exist within the right of way. Prior to beginning work the permittee shall contact Sunshine State One Call of Florida, Inc at 811 or 800-432-4770, who will notify all utility owners near the scheduled project. The utility owners have two (2) full business days to provide locations of their respective facilities. The permittee shall be solely responsible for any damage to or conflicts with gas lines, utilities and/or third persons.

9. The permittee shall notify the Department of Transportation Maintenance Office located at Kepler [DeLand] Operations
Phone (386) 740-3422 ext. _____ 48 hours in advance of starting any work on the drainage connection authorized by this permit and also 24 hours prior to any work within the Department's right of way. Construction of any work on the right of way shall be completed within 30 days after such notification. If such construction is not completed within 2 days after such notification, the permittee shall notify the Department of the anticipated completion date.

10. This permit shall expire if construction on the drainage connection is not begun within one year from the date of approval and if construction on the drainage connection is not completed by (Date) 7/19/2023.

11. A permittee may request an extension of the Drainage Connection Permit expiration date by filing a written request for a permit time extension. All requests for time extensions must be received by the Department 15 working days prior to the expiration date.

12. All the provisions of this permit shall be binding on any assignee or successor in interest of the permittee.

Approved
2021-D-591-00042
Scott Kirts
7/19/2022

PART 7 – Permit Special Conditions – To be completed by FDOT

The above request has been reviewed and has been found to meet the regulations as prescribed in Rule 14-86, F.A.C., and is hereby approved, subject to the following special conditions:

None

Department of Transportation:

Signature Scott Kirts

Title OPERATIONS PROGRAM ENGINEER Date 7/19/2022

Approved
2021-D-591-00042
Scott Kirts
7/19/2022

PART 8 – As-Built Certification

Within 15 working days of completion of construction, you must send this certification to the Department office in which you filed your DOT Drainage Permit.

1. STORMWATER FACILITY INFORMATION

Permit No.: _____

Source (Project) Name: _____

Source Location: Street _____

City: _____ County: _____

Source Owner: _____

Owner Address: _____

2. AS-BUILT CERTIFICATION

I hereby certify that this stormwater facility has been built substantially in accordance with the certified design plans, and that any substantial deviations (noted below) will not prevent the facility from functioning in compliance with the requirements of Chapter 14-86 F.A.C. when properly maintained and operated. These determinations have been based upon on-site observation of construction, scheduled and conducted by me or by a project representative under my direct supervision.

Name of Licensed Professional: _____

Florida License Number: _____

Company Name (if applicable): _____

Certificate of Authorization Number (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

_____
Signature of Licensed Professional

_____
Date

(Affix Seal)

Substantial deviations from the approved plans and specifications (attach additional sheets if required).

_____

2021-ED-031-00042
Scott Kirts
7/19/2022

PART 3 – Certification by Applicant

I hereby certify that the information in this submittal is complete and accurate to the best of my knowledge.

Applicant's Signature: Shamus Schroeder Date: 3-30-2022

Name (Printed): Shamus Schroeder

Title and Company: Newkirk Engineering, Inc.

Address: 1230 N US Highway 1, Suite 3 Ormond Beach, Florida 32174

Phone Number: (386) 872-7794 ext. _____ E-mail address: shamus@newkirk-engineering.com

PART 4 – Owner's Authorization of a Representative

I (we), the owner, Richard Jaffe, J-11 Land Partners LLLP , do hereby authorize the following person, or entity, as my representative:

Name (Printed): Shamus Schroeder

Title and Company: Newkirk Engineering, Inc.

Address: 1230 N US Highway 1, Suite 3 Ormond Beach, Florida 32174

Phone Number: (386) 872-7794 ext. _____ E-mail address: shamus@newkirk-engineering.com

Part 5 – Affidavit of Property Ownership or Control and Statement of Contiguous Interest

I, Richard Jaffe, J-11 Land Partners LLLP, certify that I own or lawfully control the following described property:

A portion of the southwest 1/4 of Section 25, Township 14 South, Range 31 East. Please see survey for full legal description

Does the property owner own or have any interests in any adjacent property?

☐ No ☑ Yes If yes, please describe.

Property owner owns the adjacent parcel to the north, Property ID No. 41250000230

Owner's Signature required for Parts 4 and/or 5

We will not begin on the drainage connection until I receive the Permit and I understand all the conditions of the Permit. When work begins on the connection, I am accepting all conditions listed in the Permit.

Name (Printed): Richard Jaffee

Address: 300 N Nova Rd, Ormond Beach, FL 32174

Phone Number: 386-673-4403

Signature: David R. Jaffee Date: 3-30-2022

Approved
2021-D-591-00042
Scott Kirts
7/19/2022

Traffic Engineering Data Solutions, Inc.

Ref: 11472-3

TECHNICAL MEMORANDUM

To: Mr. Steve Spraker, AICP

From: Chris Walsh, P.E.

Subject: Site Access Analysis Review – Tymber Creek Apartments
Ormond Beach, Florida

Date: November 10, 2022

We have reviewed the Site Access Analysis Memorandum (dated August 30, 2022) as prepared by Lassiter Transportation Group, Inc. for the Tymber Creek Apartments development in Ormond Beach, Florida. We also reviewed the supplemental information provided in response to our comments from October 7, 2022. We find the analysis to be sufficient and have no comments. Should you have any questions, please contact me at (386) 753-0558.

80 Spring Vista Drive ● DeBary, Fl 32713 ● Phone 386.753.0558 ● Fax 386.753.0778
www.teds-fl.com

Volusia County
Traffic Engineering

Traffic Impact Analysis (TIA) Approval*

TIA Title:	Tymber Creek Apartments (Ormond Beach)
Applicant Name:	Tellus Partners
Date of Approval:	November 10, 2020
Conditions:	The TIA (including the Proportionate Fair Share (PFS) amount if applicable) is approved by the county provided the developer agrees to complete mitigation/pay PFS. If all or a portion of the PFS is to be paid to Volusia County in exchange for impact fees, an executed PFS agreement with the city *or* city and county is required within one year of the date of TIA approval. If the PFS agreement is executed past one year, recalculation of the PFS amount will be required.

Disclaimer:

**Volusia County reviewed the TIA to ensure it conformed to/complied with the River to Sea TPO TIA Guidelines and Florida Statutes. It should be noted that Volusia County approval of the TIA and any associated mitigation agreement, of which the county is a party, should not be misconstrued as county support for the project, rezoning, or land use amendment. Rather, TIA approval should be considered confirmation that the county has determined all necessary criteria have been satisfied with regard to evaluation/identification of project-related traffic impacts and, to the extent the county is a party of a mitigation agreement, that project-related mitigation meets the necessary criteria/standards. Where roadway segment and/or intersection deficiencies have been identified, the city is ultimately the responsible agency that approves concurrency and ensures mitigation of project impacts will be adequately addressed through associated mitigation agreements (proportionate-fair share agreement, construction improvement(s), etc.).*

The conceptual plans used as exhibits in TIA methodologies and TIAs are considered supplemental information. Conceptual plans' driveway locations, design, access improvements, etc. are also considered conceptual and are not approved with the TIA's approval or TIA methodology's approval. Coordination of the TIA and site plan review does not constitute final driveway approval. Any access control will occur independent of the TIA review and will be determined only through the actual plans review process.

Approval Signature: 

Melissa Winsett (Print) Transportation Planner III (Title)

LTG Engineering & Planning

Ref: 5003.08

TECHNICAL MEMORANDUM

To: Steven Spraker, AICP
Planning Director
City of Ormond Beach

From: George A. Galan, P.E.

Subject: Tymber Creek Apartments – Site Access Analysis

Date: August 30, 2022

INTRODUCTION

LTG, Inc. (LTG) has been retained by Tellus Partners to prepare an Access Analysis for the proposed Tymber Creek Apartments, consisting of 300 mid-rise multifamily dwelling units, located in the northwest quadrant of the SR 40/Granada Boulevard and Tymber Creek Road in the City of Ormond Beach, Florida. **Figure 1** graphically depicts the location of the study area within the surrounding network. Build-out is anticipated by year 2024.

A Traffic Impact Analysis (TIA) was previously conducted and approved in October 2020, followed by supplemental access analysis in May of 2021. The proposed access via the existing right-in/right-out driveway at the Walgreens on SR 40 has since been approved by Florida Department of Transportation (FDOT). The intent of this additional supplemental analysis is to reflect the evaluation of the approved driveway and adjacent intersections using the most current 2022 data and information. Due to the delayed timing of the proposed development, the anticipated build-out year has also been moved from 2023 to 2024 for the purpose of this analysis update. Additionally, only the residential component of the total development analyzed in the approved 2020 TIA is included in this update as proposed for build-out by the year 2024.

The intersections and road segments included for analyses are as follows:

Intersections:

- Tymber Creek Road at SR 40/Granada Boulevard
- SR 40/Granada Boulevard at Coquina Presbyterian Church Driveway
- SR 40/Granada Boulevard at Monte Salvo Boulevard
- SR 40/Granada Boulevard at Walgreens Right-in/Right-out Driveway (future conditions only)

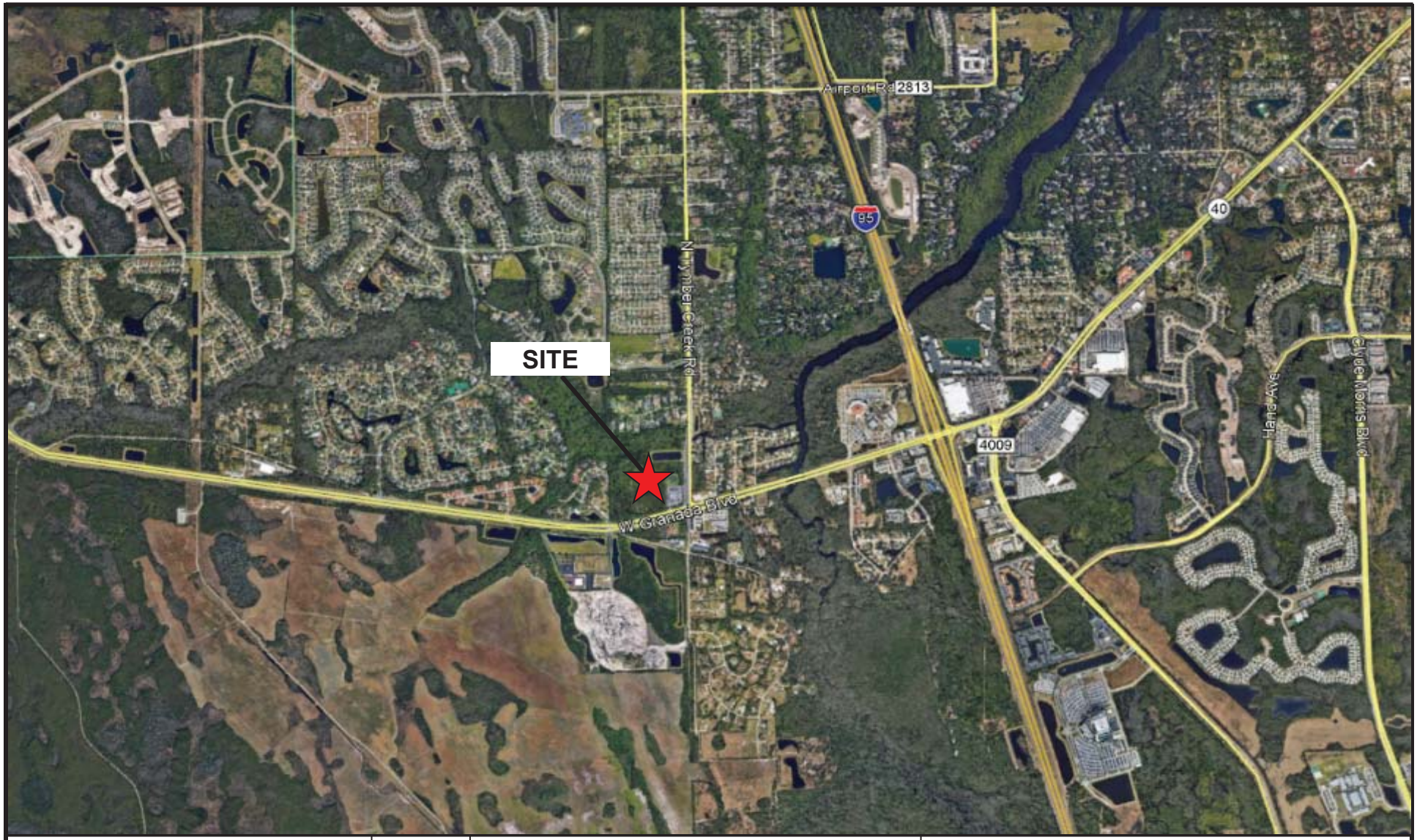
Segments:

- SR 40/Granada Boulevard from Rima Ridge Road to Tymber Creek Road
- Tymber Creek Road from Tymber Run to SR 40

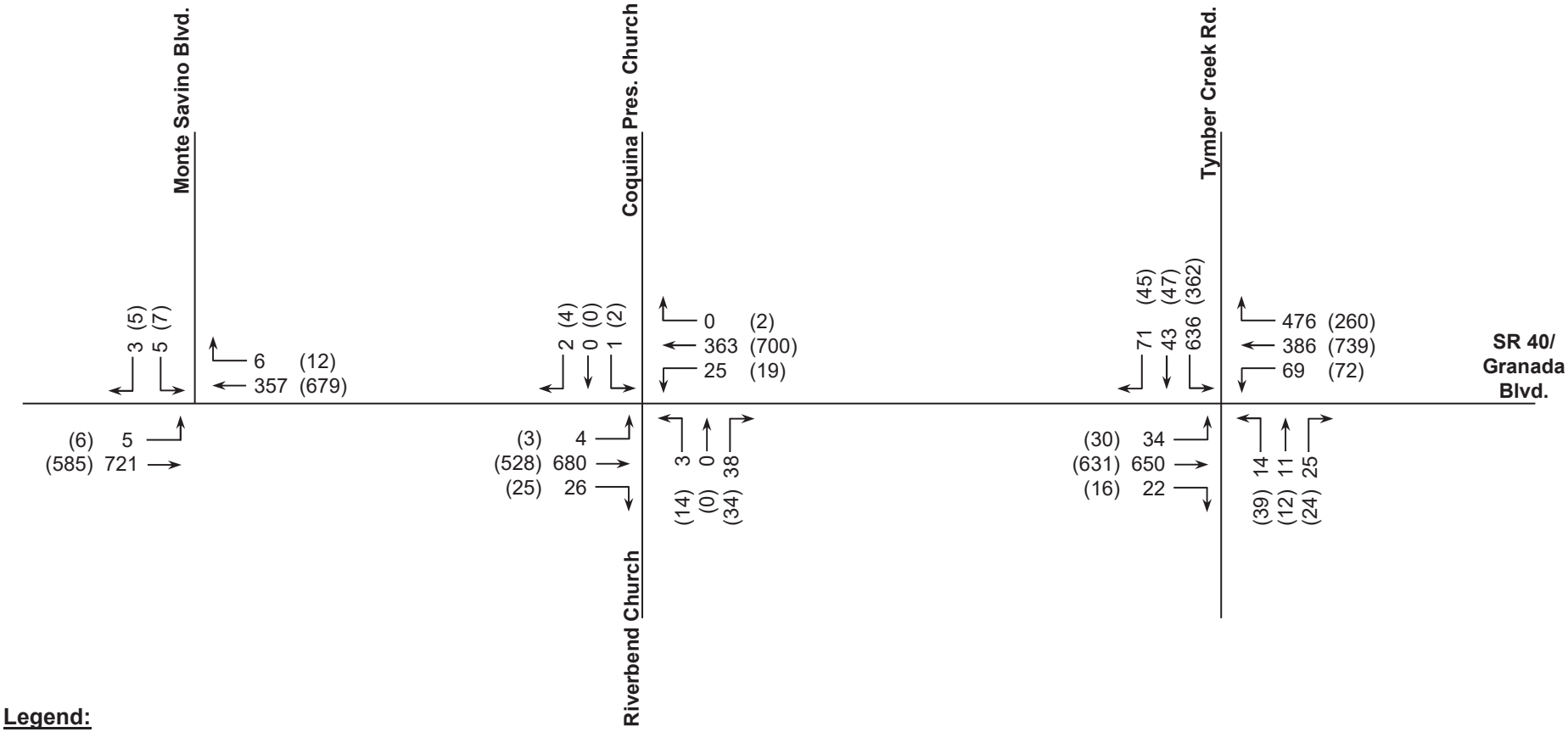
A concept plan is attached as **Exhibit A**.

EXISTING CONDITIONS

Turning movement counts (TMCs) were originally conducted during the a.m. and p.m. peak-hours on September 12th, 2019, and February 23, 2020 at the study area intersections. Additional turning movement counts were conducted at the subject intersections on August 2, 2022, for the purpose of comparing 2022 post-pandemic traffic to those original values. A comparison of these values indicated that area traffic has generally grown at a rate consistent with the historical annual growth rate along the adjacent segment of SR 40. Therefore, to remain conservative, the 2019 turning movement counts were projected to 2022 conditions via application of the historical growth rate. The referenced count data is attached as **Exhibit B**. The seasonally adjusted and projected 2022 a.m. and p.m. peak-hour traffic volumes used in the analysis are presented in **Figure 2**.



Tymber Creek Apartments	N NTS	**Location Map**	LTG Engineering & Planning
		Project No.: 5003.08 / Figure: 1	1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Legend:

XX = A.M. Peak-Hour
(XX) = P.M. Peak-Hour

Tymber Creek Apartments	N NTS	**2022 Adjusted Existing A.M. & P.M. Peak-Hour Volumes**	LTG Engineering & Planning
		Project No.: 5003.08 / Figure: 2	1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

UNSIGNALIZED INTERSECTION ANALYSIS – EXISITING CONDITIONS

The existing operating conditions at the unsignalized intersections were analyzed using the *Highway Capacity Software, Version 2022* (HCS). This software utilizes the procedures outlined in Chapter 20 of the *Highway Capacity Manual (6th Edition)* titled, "Two-Way Stop-Controlled Intersections". **Table 1** shows the existing a.m. and p.m. peak-hour level of service (LOS) at the study area intersections. The HCS summary sheets are attached as **Exhibit C**. As indicated, the unsignalized intersections currently operate within the adopted LOS.

Table 1
2022 Existing A.M. and P.M. Peak-Hour LOS – Unsignalized Intersections
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Critical Approach	Delay	LOS	Critical Approach	Delay	LOS
SR 40 at Coquina Presbyterian/ Riverbend Community Church	D	NB	11.9	B	SB	13.5	B
SR 40 at Monte Savino Blvd	D	SB	12.3	B	SB	15.2	C

SIGNALIZED INTERSECTION ANALYSIS – EXISITING CONDITIONS

The LOS at a signalized intersection is based on the average control delay per vehicle for the various movements within the intersection. The operating conditions at the signalized intersection was analyzed using Synchro 10 which utilizes the procedures outlined in Chapter 19 of the *Highway Capacity Manual (6th Edition)*, titled "Signalized Intersections". **Table 2** shows the existing LOS and volume to capacity ratio (v/c) at the study area intersections. The signal timings are provided in **Exhibit D** and the Synchro summary sheets are provided in **Exhibit E**.

Table 2
2022 Existing A.M. and P.M. Peak-Hour LOS - Signalized Intersection
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 40 at Tymber Creek Rd.	D	38.3	D	No	35.8	D	No

As indicated in **Table 2**, the signalized study area intersection currently operates within the adopted LOS.

Roadway LOS describes the operating condition determined from the number of vehicles passing over a given section of roadway during a specified time period. It is a qualitative measure of several factors which include speed, travel time, traffic interruptions, freedom to maneuver, driver comfort, convenience, safety, and vehicle operating costs. Six LOS categories have been established as standards by which to gauge roadway performance, designated by the letters A through F. The LOS categories are defined as follows:

Level of Service A: *Free flow, individual users virtually unaffected by the presence of others*
Level of Service B: *Stable flow with a high degree of freedom to select operating conditions*
Level of Service C: *Flow remains stable, but with significant interactions with others*
Level of Service D: *High-density stable flow in which the freedom to maneuver is severely restricted*
Level of Service E: *This condition represents the capacity level of the road*
Level of Service F: *Forced flow in which the traffic exceeds the amount that can be served*

The existing LOS for the study area road segment during the p.m. peak-hour is shown in **Table 3**.

Table 3
Existing P.M. Peak-Hour LOS - Roadway Segments
Tymber Creek Apartments

Roadway	Limits		No. of Lanes	Adopted LOS*	Peak-Hour Two-Way Capacity at Adopted LOS	2021 AADT	Existing P.M. Peak-Hour Two-Way Volume	Existing Volume Exceed Adopted LOS?
	From	To						
SR 40/Granada Blvd.	Rima Ridge Rd.	Tymber Creek Rd.	4	D	3,580	13,300	1,197**	No
Tymber Creek Rd.	SR 40/Granada Blvd.	Tymber Run	4	E	3,410	10,940	940	No

**Adopted LOS and existing AADT obtained from the Volusia County 2021 Historical AADT Spreadsheet*
***Existing PM Peak-Hour Two-Way Volume determined using K-factor*

As indicated in **Table 3**, the study area roadway segments are currently operating within the adopted LOS.

PROJECT TRIP GENERATION

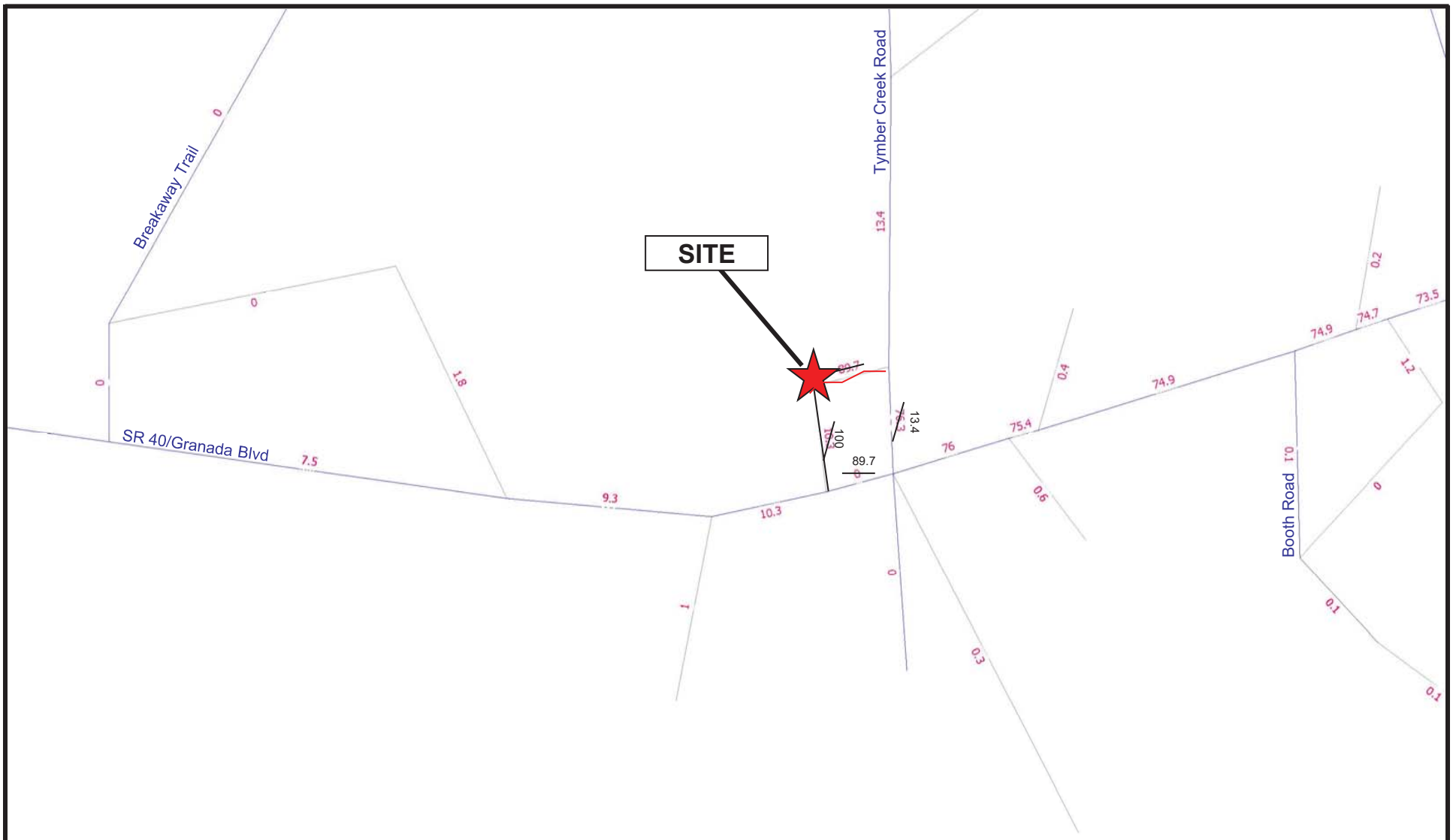
The daily, a.m. and p.m. project trip generation for the proposed development was determined using the Institute of Transportation Engineers (ITE), *Trip Generation Manual, 11th Edition*. The project trip generation is presented in **Table 4**.

Table 4
Project Trip Generation
Tymber Creek Apartments

Time Period	Land Use	ITE LUC	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Mid-Rise Multifamily	221	T=4.77(X)-46.46	300	DU	50%	50%	693	693	1,386
A.M. Peak-Hour			T=0.44(X)-11.61			23%	77%	28	92	120
P.M. Peak-Hour			T=0.39(X)+0.34			61%	39%	71	46	117

PROJECT TRIP DISTRIBUTION

The process of determining the directional flow of traffic associated with a new development is called trip distribution. The Central Florida Regional Planning Model (CFRPM), version 6.1 was used to determine the primary project trip distribution. Using the trip distribution, the a.m. and p.m. peak-hour project trips were assigned to the study area roadway network. Due to the elimination of access on Tymber Creek Road that was included in the original model run, the model distribution was manually modified to reflect the removal of trips accessing the site via Tymber Creek Road. The manually modified distribution is shown in **Figure 3**.



Tymber Creek Apartments	N NTS	**Project Trip Distribution**		LTG Engineering & Planning
		Project No.: 5003.08	Figure: 3	1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

2024 BACKGROUND GROWTH

Traffic in the area is expected to grow due to local government approvals. The following section documents the methods used to project future 2024 traffic conditions by using either historical growth rates and/or vested trip information and anticipated project traffic. The growth rates for each study area roadway segment were determined using the following method:

- Historic growth trends calculated based upon the last five years of historic count data to determine a roadway segment's applicable trend growth rate using the best fitted regression analysis.
- If the R^2 value is less than 0.70, then ten (10) years of historical traffic data will be used to determine the trends growth rate using the best fitted regressions analysis.
- If the R^2 is still less than 0.70, the R^2 for the adjoining northbound and southbound segments will be analyzed to determine the average growth rate of adjoining segments can be utilized.
- Then the growth rate shall be determined by the trend fitted curve. If the overall trend fitted curve is positive, 2% shall be used. If the overall trend fitted curve is negative, then a 1% growth rate will be applied.
- In no case shall the growth rate be negative.
- Vested trips will be applied in addition to growth rates where applicable.
- If the R^2 value is greater than 70%, and the growth rate is greater than 3%, the background growth will be determined using either vested trips or the growth rate, whichever is more conservative.
- If the R^2 value is greater than 70%, and the growth rate is greater than 3%, and there is a high number of vested trips to be applied by multiple vested projects with various land uses, a request may be made to reduce vested traffic by 30% if the vested traffic is 30% of the total background growth.
- At the request of Volusia County, Exponential Regression will not be used to determine the growth of a roadway segment.

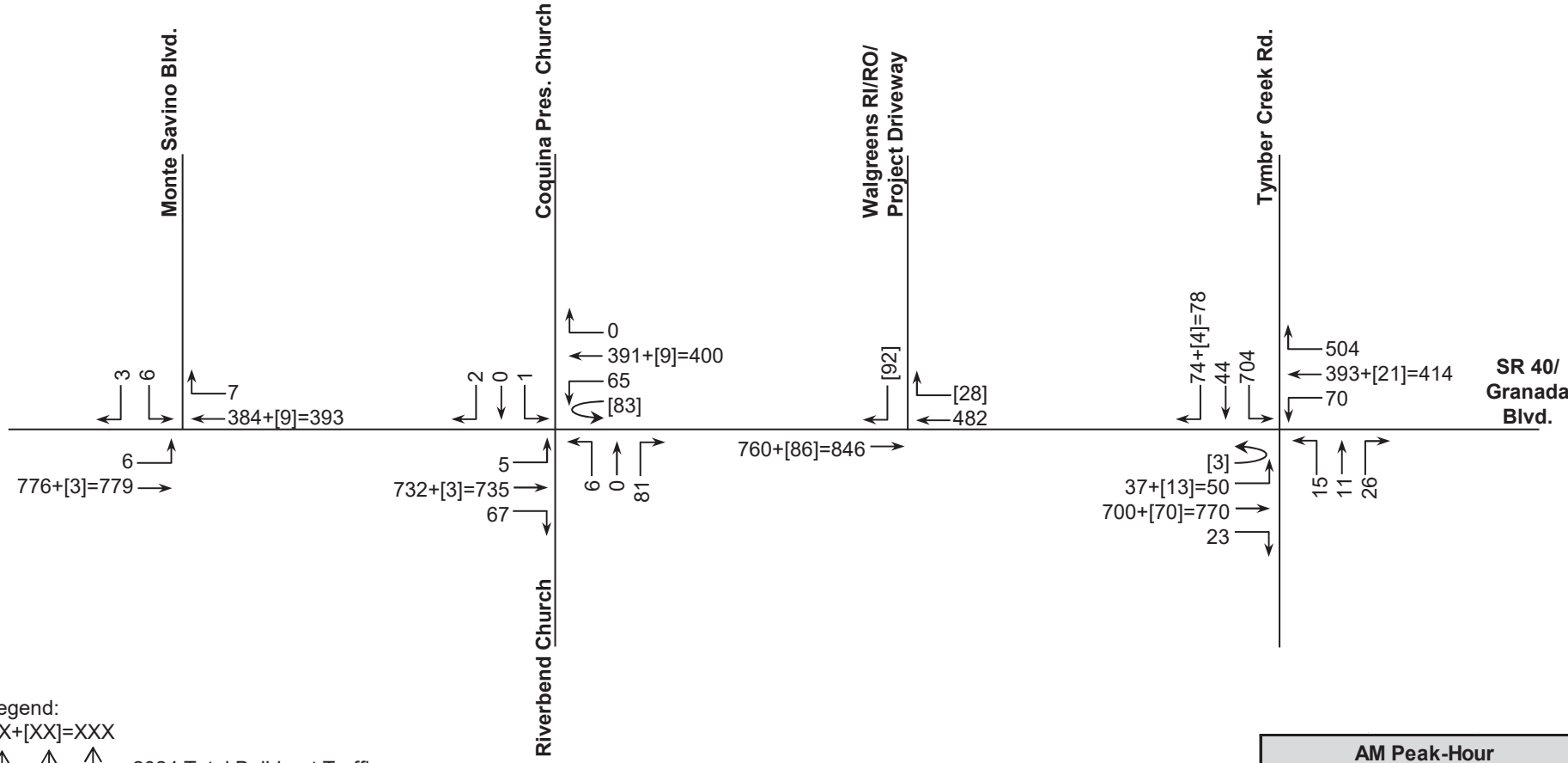
The growth comparison and applied growth used in the analysis are provided in **Table 5**. The Traffic Trends analysis worksheets are contained in **Exhibit F**. As requested by the City of Ormond Beach, anticipated additional student traffic from the Riverbend Academy (private School connected to Riverbend Church) expansion was included in the a.m. peak-hour analysis, using estimated trip generation for an additional 140 students, totaling 450 students. It should be noted that any additional growth of the Riverbend Academy would be reflected in future background growth.

PROJECT TRIP ASSIGNMENT

Using the project trip distribution and trip generation, the a.m. and p.m. peak-hour project trips were assigned to the study area roadway network. **Figures 4A and 4B** graphically depict the 2024 background and project trips assigned to the study area intersections.

Table 5
Applied Annual Growth Rates
Tymber Creek Apartments

Roadway	Limits		5-Year			10-Year			Applied Growth Rate	High Growth? Y/N	Vested Trips	Existing Peak-Hour Volume	Existing AADT Year	Build-Out Year	Growth (# of Trips)	Growth Method Applied
	From	To	Best Fit Regression	R^2 Value	Historical Growth Rate	Best Fit Regression	R^2 Value	Historical Growth Rate								
SR 40	Rima Ridge Rd	Tymber Creek Rd	Decaying Exp.	63.8%	0.97%	Linear	92.5%	3.86%	3.86%	Y	0	1,197	2021	2024	139	Historical Growth
Tymber Creek Rd	Tymber Run	SR 40	Decaying Exp.	80.9%	-3.30%	-	-	-	1.00%	N	164	940	2021	2024	28	Historical + Vested



Legend:
XX+[XX]=XXX
2024 Total Build-out Traffic
Project Trips
2024 Background Traffic

AM Peak-Hour		
Enter	Exit	Total
28	92	120

Tymber Creek Apartments

N

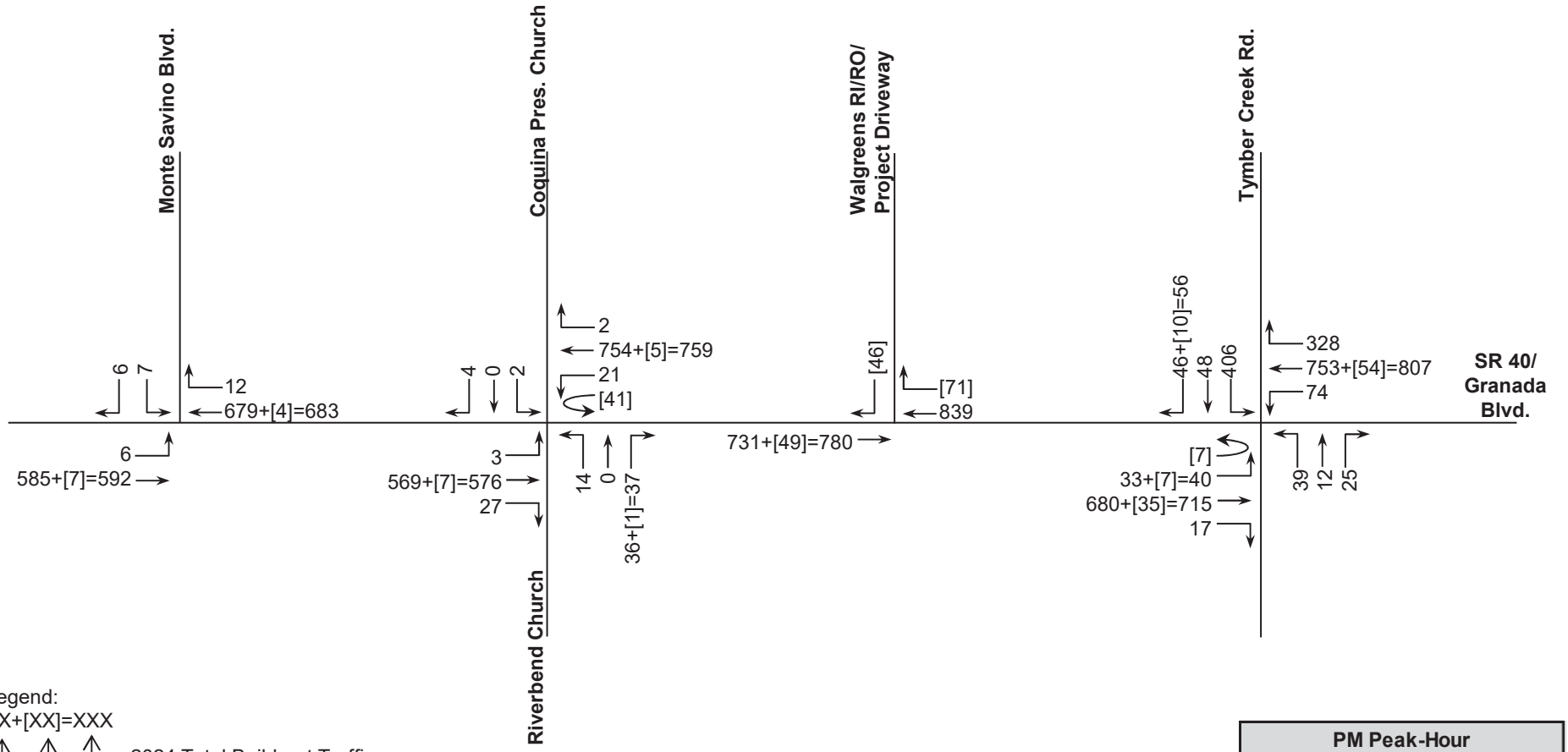
NTS

2024 A.M. Peak-Hour Build-Out Volumes

Project No.: 5003.08

Figure: 4A

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Legend:
XX+[XX]=XXX
- 2024 Total Build-out Traffic
- Project Trips
- 2024 Background Traffic

PM Peak-Hour		
Enter	Exit	Total
71	46	117

Tymber Creek Apartments

N

NTS

2024 P.M. Peak-Hour Build-Out Volumes

Project No.: 5003.08

Figure: 4B

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Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

UNSIGNALIZED INTERSECTION ANALYSIS – BUILD-OUT CONDITIONS

The study area intersections were analyzed to determine the operational LOS during the a.m. and p.m. peak-hours under 2024 build-out conditions. The results of the build-out conditions analysis are summarized in **Table 6**. The HCS summary sheets are attached as **Exhibit G**.

As indicated in **Table 6**, the study area intersections are anticipated to operate within the adopted LOS under build-out conditions.

Table 6
2024 Build-Out A.M. and P.M. Peak-Hour LOS - Unsignalized Intersections
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Critical Approach	Delay	LOS	Critical Approach	Delay	LOS
SR 40 at Coquina Presbyterian/ Riverbend Community Church	D	SB	15.0	C	SB	15.4	C
SR 40 at Monte Savino Blvd	D	SB	13.0	B	SB	15.0	C
SR 40 at Walgreens/Project Driveway RI/RO	D	SB	10.6	B	SB	12.0	B

SIGNALIZED INTERSECTION ANALYSIS – BUILD-OUT CONDITIONS

The signalized intersection was analyzed to determine the operational LOS under build-out conditions and the results are presented in **Table 7**. The Synchro summary sheets are also contained in **Exhibit H**.

As indicated in **Table 7**, the signalized study area intersection is anticipated to operate within the adopted LOS under build-out conditions. It is noted that, although build-out intersection analysis indicates that the subject signalized intersection is anticipated to operate acceptably with no adverse impacts due to project traffic from the proposed development, the Developer intends to improve the geometry of the existing eastbound approach by extending the eastbound left-turn lane by 25 feet (See **Exhibit A**).

Table 7
2024 Build-Out A.M. and P.M. Peak-Hour LOS - Signalized Intersection
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 40 at Tymber Creek Rd.	D	40.2	D	No	37.1	D	No

ROADWAY SEGMENT ANALYSIS – BUILD-OUT CONDITIONS

The traffic analysis for the roadway segments involves the comparison of the future peak-hour two-way volumes to available capacity. **Table 8** presents the results of the p.m. peak-hour two-way road segment analyses for the study area roadway segment under 2024 build-out conditions. As indicated in the table, the study area roadway segments are anticipated to operate within the adopted LOS.

Table 8
2024 Build-Out PM Peak-Hour Two-Way LOS – Roadway Segments
Tymber Creek Apartments

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	2021 Existing PM Peak-Hour Two-Way Volume	2024 Applied Growth Rate	Vested Trips	2024 Background Traffic	Background PM Volume Exceed Adopted LOS?	Project Distribution	Project Trips	2024 Build-Out Traffic	2024 Build-Out Traffic Exceed Adopted LOS?
SR 40	Rima Ridge Road	Tymber Creek Road	4	D	3,580	1,197	3.86%	0	1,336	No	100%	117	1,453	No
Tymber Creek Road	Tymber Run	SR 40	4	E	3,410	940	1.00%	164	1,132	No	13.4%	16	1,148	No

ACCESS ANALYSIS

SR 40 adjacent to the proposed development is a four-lane divided urban arterial with a posted speed limit of 50 miles per hour (mph). The FDOT access management class of SR 40 is Access Class 3. Access Class 3 allows full median openings, including traffic signals, every 2,640-ft. (1/2-mile), directional median openings every 1,320-ft. (1/4-mile), and driveway connections every 660-ft.

An analysis was conducted using National Cooperative Highway Research Program Report 457 (NCHRP 457) standards to determine if turn lanes are warranted at the right-in/right-out project driveway under build-out conditions. The NCHRP 457 summary sheets are included in **Exhibit I**. Based on the NCHRP 457 reports, the 2022-2023 FDOT FDM Exhibit 212-1 and the posted speed limit of 50-mph, a 350-foot westbound right-turn lane (includes taper) is warranted, however, there is an existing 150-foot (includes taper) westbound right-turn lane at the driveway, which is constrained because of its proximity to the signalized intersection of SR 40/Granada Boulevard at Tymber Creek Road. It is noted that this project access has been approved by FDOT at the time of this analysis update.

CONCLUSION

A full TIA was conducted for Tymber Creek Apartments in October 2020. Since the submittal and approval of that analysis by the City of Ormond Beach in 2020, the proposed access has been reduced to SR 40 only via the existing right-in/right-out Walgreen's driveway and only the residential component of the previously analyzed development is being proposed for build-out in 2024. The intent of this traffic assessment is to provide update of the analyses that reflects the current proposed access, development program, and traffic data. The results of the analysis are summarized below:

Existing Conditions

- The unsignalized study area intersections currently operate within the adopted LOS.
- The signalized study area intersection currently operates within the adopted LOS.
- The study area roadway segments are currently operating within the adopted LOS.

Build-out Conditions

- The unsignalized study area intersections will continue to operate with the adopted LOS.
- The signalized study area intersection will continue to operate within the adopted LOS.
- The study area roadway segments will continue to operate within the adopted LOS.
- Based on the NCHRP 457 reports, the 2022-2023 FDOT FDM Exhibit 212-1 and the posted speed limit of 50-mph, a 350-foot westbound right-turn lane (includes taper) is warranted at the project driveway, however, there is an existing 150-foot (includes taper) westbound right-turn lane at the driveway, which is constrained because of its proximity to the signalized intersection of SR 40/Granada Boulevard at Tymber Creek Road. It is noted that this project access has been approved by FDOT at the time of this analysis update.

There have been no adverse changes to the results of the previously approved TIA due to updates reflected in these analyses.

Attachments: Exhibit A – Preliminary Site Plan
Exhibit B – Turning Movement Counts
Exhibit C – Unsignalized Intersections Existing Conditions - HCS Summary Sheets

Exhibit D – Signal Timings
Exhibit E – Signalized Intersection Existing Conditions – Synchro Summary Sheets
Exhibit F – FDOT Traffic Trends
Exhibit G – Unsignalized Intersections Build-out Conditions
Exhibit H – Signalized Intersection Build-out Conditions
Exhibit I – NCHRP 457 Reports

I affirm, by affixing my signature and seal below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional engineering.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

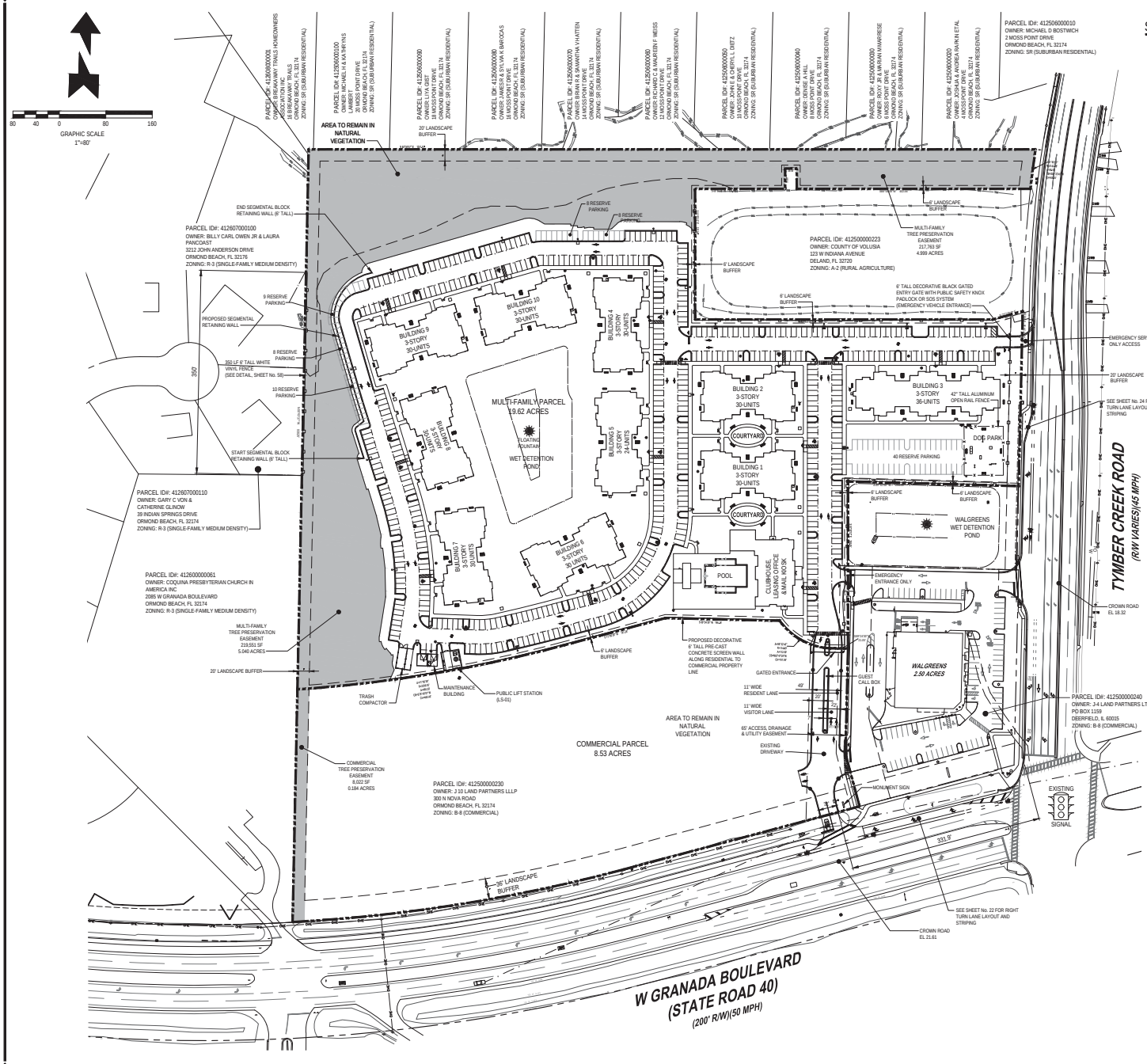
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LTG, INC.
1450 W. GRANADA BLVD, SUITE 2
ORMOND BEACH, FL 32174
REGISTRATION No. 9227
George A. Galan, P.E. NO. 60080

LTG Engineering & Planning

EXHIBIT A
Preliminary Site Plan

LTG Engineering & Planning



SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING	LANDSCAPE
FRONT (TYMBER CREEK)	25 FEET	20 FEET
REAR (NORTH)	20 FEET	20 FEET
SIDE (WEST)	10 FEET	20 FEET
SIDE (INTERIOR)	10 FEET	6 FEET
SIDE (CORNER)	20 FEET	6 FEET
MAXIMUM BUILDING HEIGHT		45 FEET

* SECTION 2-36(d) STATES, "HEIGHT LIMITS MAY EXCEED THAT ALLOWED BY DISTRICT REGULATIONS BY A MAXIMUM FIFTEEN FEET (15'), PROVIDED THAT THE STRUCTURE IS LOCATED AS TO NOT HAVE AN ADVERSE IMPACT ON ADJOINING PROPERTIES, PARTICULARLY SINGLE-FAMILY HOMES. THIS ADDITIONAL HEIGHT ALLOWANCE WILL NOT BE AWARDED FOR ANY PORTION OF A STRUCTURE LOCATED WITHIN FIFTY FEET (50') OF A SINGLE FAMILY HOME OR FOR A VACANT SITE IN A ZONING DISTRICT DESIGNED PRIMARILY FOR SUCH USE. IN NO CASE SHALL ANY BUILDING HEIGHT EXCEED SEVENTY-FIVE FEET (75') WHEN MEASURED FROM THE AVERAGE MEDIAN LOT ELEVATION TO THE HIGHEST POINT OF ANY STRUCTURE AND/OR ATTACHED SERVICES."

MAXIMUM BUILDING COVERAGE	35%
MAXIMUM IMPERVIOUS LOT COVERAGE	75%

THE B-8 ZONING DISTRICT ALLOWS 10 UNITS PER ACRE. THE LAND USE CATEGORIES ALLOW:
(1) "OPEN SPACE/CONSERVATION" (3.2 ACRES) - 0 UNITS
(2) "RESIDENTIAL, OFFICE RETAIL" (3.2 ACRES) - 48 UNITS
(3) "GENERAL COMMERCIAL" (13.22 ACRES) - 423 UNITS

THE PROPERTY'S LAND USES ALLOW A TOTAL OF 471 UNITS (300 UNITS PROPOSED).
THE UNITS PER ACRE NEED TO BE BASED UPON 16.42 ACRES OR
300 UNITS / 16.42 = 18.27 UNITS PER ACRE

NO STRUCTURE SHALL EXCEED 180 LINEAR FEET IN LENGTH PER LDC SECTION 2-57(22)(f).

2. PROPOSED SITE COVERAGE:

	SQ. FT	ACRE	%
BUILDINGS	127,446	2.926	14.9
PAVEMENT	164,109	3.767	19.2
CONCRETE SIDEWALKS / PADS/ POOL DECK	46,260	1.062	5.4
RESERVED PARKING	18,810	0.432	2.2
EXTERIOR LANDSCAPE	67,254	1.544	7.9
INTERIOR LANDSCAPE	325,816	7.479	38.1
WET DETENTION PONDS	19,162	0.440	2.2
WETLANDS	104,588	2.402	12.3
TOTAL SITE	854,635	19.620	100.0
TOTAL IMPERVIOUS	337,815	7.755	39.5
TOTAL PERVIOUS	516,820	11.865	60.5

3. PARKING REQUIREMENTS

UNIT MIX

1.5 SPACES PER 1 BEDROOM x 168	= 252 SPACES
0.5 SPACES RESERVE PER 2 BEDROOM x 120	= 84 SPACES
2.0 SPACES PER 2 BEDROOM x 120	= 240 SPACES
2.0 SPACES PER 3 BEDROOM x 12	= 24 SPACES
TOTAL REQUIRED PARKING	= 600 SPACES

4. PARKING PROVIDED

		%
HANDICAP	11	1.9
STANDARD	506	84.3
RESERVE	83	13.8
TOTAL PARKING PROVIDED	600	100.0

5. BICYCLE PARKING REQUIRED

10% OF TOTAL PARKING = 0.10 x 600 = 60
REQUIRED BICYCLE PARKING = 60 SPACES

6. BICYCLE PARKING PROVIDED

71 BICYCLE SPACES PROVIDED

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.Newkirk Engineering.com
C.A. # 30209
LC. # 26001084
NEWKIRK ENGINEERING INC.
Civil Engineering, Transportation, CEI & Landscape Architecture

OVERALL DEVELOMENT PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 80'

DRAWING NUMBER

15

EXHIBIT B
Raw Turning Movement Counts

DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019

Groups Printed- Automobiles - Commercial

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
07:00 AM	78	9	10	0	97	9	55	72	0	136	2	5	7	0	14	6	114	1	0	121	368
07:15 AM	101	10	9	0	120	15	63	83	0	161	2	2	5	0	9	5	137	4	0	146	436
07:30 AM	144	8	11	0	163	16	77	104	0	197	4	1	7	0	12	10	158	5	0	173	545
07:45 AM	135	10	17	0	162	18	66	108	0	192	3	2	5	0	10	6	120	3	0	129	493
Total	458	37	47	0	542	58	261	367	0	686	11	10	24	0	45	27	529	13	0	569	1842
08:00 AM	126	9	17	0	152	12	80	100	0	192	2	3	2	0	7	4	140	4	0	148	499
08:15 AM	123	9	14	0	146	11	97	83	0	191	3	3	7	0	13	8	121	6	0	135	485
08:30 AM	107	7	13	0	127	18	80	69	0	167	4	4	7	0	15	7	111	2	0	120	429
08:45 AM	112	9	11	0	132	10	66	56	0	132	6	3	6	0	15	7	101	3	0	111	390
Total	468	34	55	0	557	51	323	308	0	682	15	13	22	0	50	26	473	15	0	514	1803
04:00 PM	45	6	10	0	61	11	145	73	0	229	7	3	10	0	20	10	119	3	0	132	442
04:15 PM	64	4	11	0	79	16	165	67	0	248	4	1	4	0	9	5	134	4	0	143	479
04:30 PM	76	9	9	0	94	18	126	46	0	190	9	1	6	0	16	6	152	4	0	162	462
04:45 PM	82	11	9	0	102	16	154	56	0	226	10	3	5	0	18	8	108	3	0	119	465
Total	267	30	39	0	336	61	590	242	0	893	30	8	25	0	63	29	513	14	0	556	1848
05:00 PM	78	15	8	0	101	10	168	47	0	225	9	5	5	0	19	6	130	2	0	138	483
05:15 PM	63	13	9	0	85	16	156	83	0	255	4	2	8	0	14	5	111	4	0	120	474
05:30 PM	58	10	10	0	78	18	146	80	0	244	8	2	6	0	16	6	117	3	0	126	464
05:45 PM	46	9	8	0	63	16	138	86	0	240	9	1	4	0	14	6	88	2	0	96	413
Total	245	47	35	0	327	60	608	296	0	964	30	10	23	0	63	23	446	11	0	480	1834
Grand Total	1438	148	176	0	1762	230	1782	1213	0	3225	86	41	94	0	221	105	1961	53	0	2119	7327
Apprch %	81.6	8.4	10	0		7.1	55.3	37.6	0		38.9	18.6	42.5	0		5	92.5	2.5	0		
Total %	19.6	2	2.4	0	24	3.1	24.3	16.6	0	44	1.2	0.6	1.3	0	3	1.4	26.8	0.7	0	28.9	

DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 2

Groups Printed- Automobiles - Commercial

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
Automobiles	1422	141	164	0	1727	223	1743	1167	0	3133	74	34	81	0	189	91	1917	44	0	2052	7101
% Automobiles	98.9	95.3	93.2	0	98	97	97.8	96.2	0	97.1	86	82.9	86.2	0	85.5	86.7	97.8	83	0	96.8	96.9
Commercial	16	7	12	0	35	7	39	46	0	92	12	7	13	0	32	14	44	9	0	67	226
% Commercial	1.1	4.7	6.8	0	2	3	2.2	3.8	0	2.9	14	17.1	13.8	0	14.5	13.3	2.2	17	0	3.2	3.1

DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

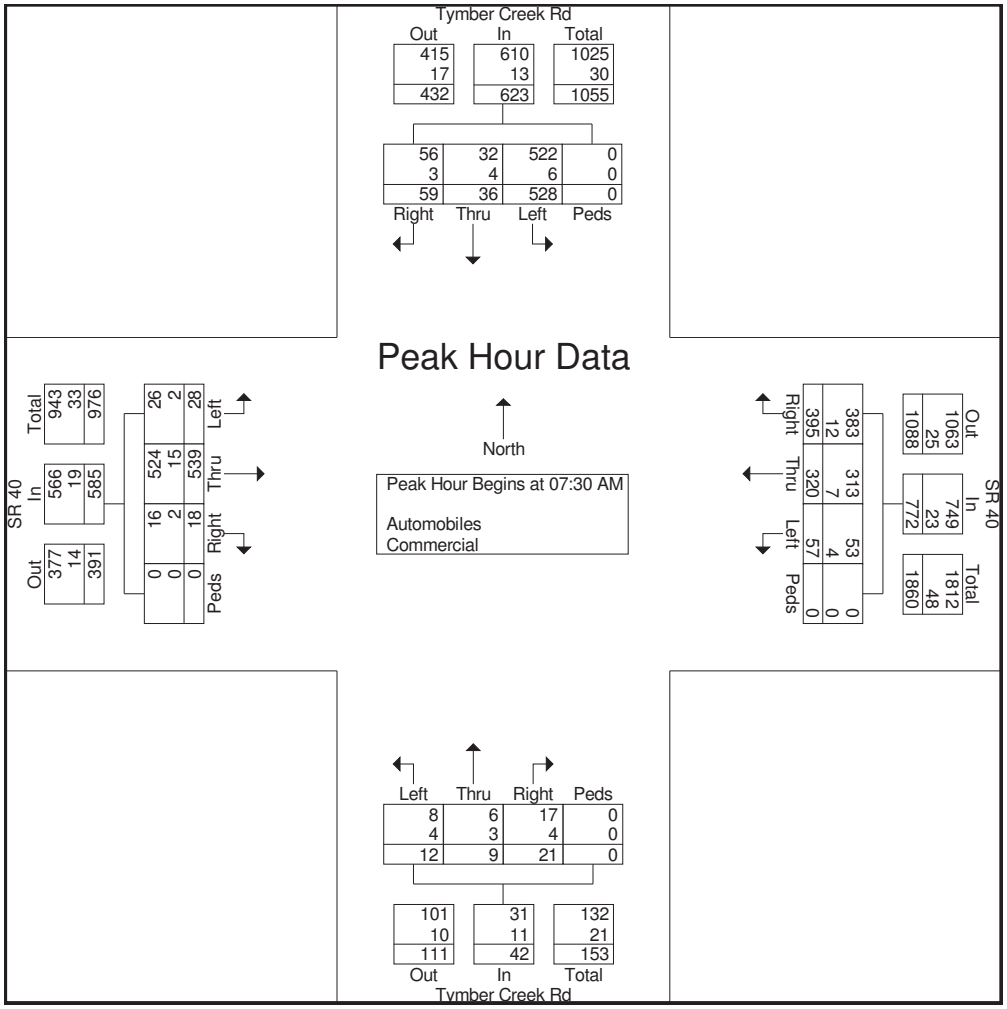
File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 3

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:30 AM																					
07:30 AM	144	8	11	0	163	16	77	104	0	197	4	1	7	0	12	10	158	5	0	173	545
07:45 AM	135	10	17	0	162	18	66	108	0	192	3	2	5	0	10	6	120	3	0	129	493
08:00 AM	126	9	17	0	152	12	80	100	0	192	2	3	2	0	7	4	140	4	0	148	499
08:15 AM	123	9	14	0	146	11	97	83	0	191	3	3	7	0	13	8	121	6	0	135	485
Total Volume	528	36	59	0	623	57	320	395	0	772	12	9	21	0	42	28	539	18	0	585	2022
% App. Total	84.8	5.8	9.5	0		7.4	41.5	51.2	0		28.6	21.4	50	0		4.8	92.1	3.1	0		
PHF	.917	.900	.868	.000	.956	.792	.825	.914	.000	.980	.750	.750	.750	.000	.808	.700	.853	.750	.000	.845	.928
Automobiles	522	32	56	0	610	53	313	383	0	749	8	6	17	0	31	26	524	16	0	566	1956
% Automobiles	98.9	88.9	94.9	0	97.9	93.0	97.8	97.0	0	97.0	66.7	66.7	81.0	0	73.8	92.9	97.2	88.9	0	96.8	96.7
Commercial	6	4	3	0	13	4	7	12	0	23	4	3	4	0	11	2	15	2	0	19	66
% Commercial	1.1	11.1	5.1	0	2.1	7.0	2.2	3.0	0	3.0	33.3	33.3	19.0	0	26.2	7.1	2.8	11.1	0	3.2	3.3

DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 4



DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

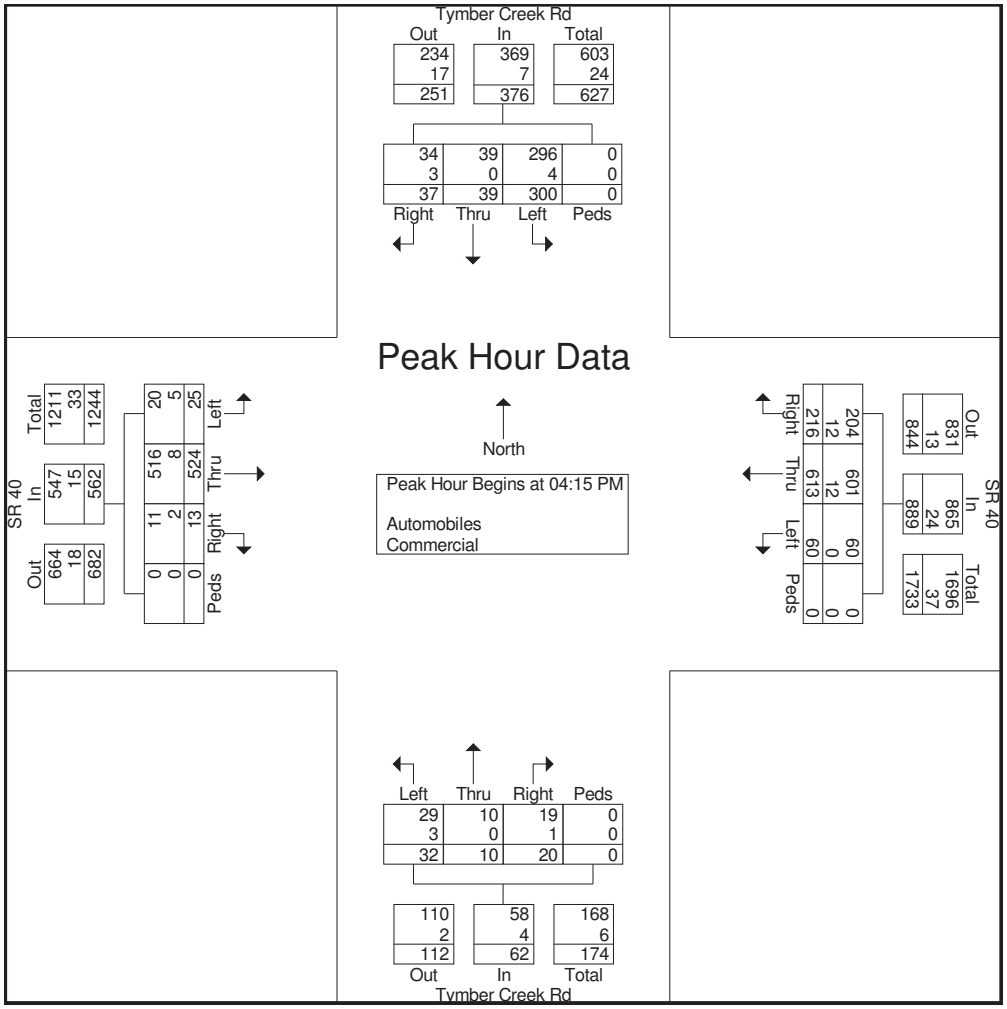
File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 5

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:15 PM																					
04:15 PM	64	4	11	0	79	16	165	67	0	248	4	1	4	0	9	5	134	4	0	143	479
04:30 PM	76	9	9	0	94	18	126	46	0	190	9	1	6	0	16	6	152	4	0	162	462
04:45 PM	82	11	9	0	102	16	154	56	0	226	10	3	5	0	18	8	108	3	0	119	465
05:00 PM	78	15	8	0	101	10	168	47	0	225	9	5	5	0	19	6	130	2	0	138	483
Total Volume	300	39	37	0	376	60	613	216	0	889	32	10	20	0	62	25	524	13	0	562	1889
% App. Total	79.8	10.4	9.8	0		6.7	69	24.3	0		51.6	16.1	32.3	0		4.4	93.2	2.3	0		
PHF	.915	.650	.841	.000	.922	.833	.912	.806	.000	.896	.800	.500	.833	.000	.816	.781	.862	.813	.000	.867	.978
Automobiles	296	39	34	0	369	60	601	204	0	865	29	10	19	0	58	20	516	11	0	547	1839
% Automobiles	98.7	100	91.9	0	98.1	100	98.0	94.4	0	97.3	90.6	100	95.0	0	93.5	80.0	98.5	84.6	0	97.3	97.4
Commercial	4	0	3	0	7	0	12	12	0	24	3	0	1	0	4	5	8	2	0	15	50
% Commercial	1.3	0	8.1	0	1.9	0	2.0	5.6	0	2.7	9.4	0	5.0	0	6.5	20.0	1.5	15.4	0	2.7	2.6

DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 6



DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 Tymber at SR 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 7

Groups Printed- Peds

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
08:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1
04:45 PM	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
Total	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
05:15 PM	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1	3
05:30 PM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
05:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
Total	0	0	0	1	1	0	0	0	2	2	0	0	0	0	0	0	0	0	3	3	6
Grand Total	0	0	0	2	2	0	0	0	3	3	0	0	0	1	1	0	0	0	3	3	9
Apprch %	0	0	0	100		0	0	0	100		0	0	0	100		0	0	0	100		
Total %	0	0	0	22.2	22.2	0	0	0	33.3	33.3	0	0	0	11.1	11.1	0	0	0	33.3	33.3	

DE TRAFFIC

386-341-4186
Monte Savino Blvd at SR 40
Volusia County, FL

File Name : monte 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 1

Groups Printed- Automobiles - Commercial

	Monte Savino Blvd Southbound				SR 40 Westbound				N/A Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	2	0	0	2	0	54	1	55	0	0	0	0	1	142	0	143	200
07:15 AM	1	0	1	2	0	54	2	56	0	0	0	0	0	165	0	165	223
07:30 AM	1	0	1	2	0	63	0	63	0	0	0	0	0	155	0	155	220
07:45 AM	3	0	1	4	0	76	3	79	0	0	0	0	1	181	0	182	265
Total	7	0	3	10	0	247	6	253	0	0	0	0	2	643	0	645	908
08:00 AM	0	0	0	0	0	84	0	84	0	0	0	0	1	170	0	171	255
08:15 AM	0	0	1	1	0	83	2	85	0	0	0	0	2	170	0	172	258
08:30 AM	2	0	1	3	0	88	3	91	0	0	0	0	1	148	0	149	243
08:45 AM	1	0	0	1	0	80	1	81	0	0	0	0	0	127	0	127	209
Total	3	0	2	5	0	335	6	341	0	0	0	0	4	615	0	619	965
04:00 PM	0	0	0	0	0	140	0	140	0	0	0	0	0	140	0	140	280
04:15 PM	1	0	1	2	0	147	2	149	0	0	0	0	1	131	0	132	283
04:30 PM	1	0	0	1	0	142	1	143	0	0	0	0	1	147	0	148	292
04:45 PM	1	0	2	3	0	173	4	177	0	0	0	0	2	141	0	143	323
Total	3	0	3	6	0	602	7	609	0	0	0	0	4	559	0	563	1178
05:00 PM	2	0	0	2	0	153	2	155	0	0	0	0	1	138	0	139	296
05:15 PM	3	0	3	6	0	162	4	166	0	0	0	0	2	117	0	119	291
05:30 PM	1	0	1	2	0	175	1	176	0	0	0	0	0	112	0	112	290
05:45 PM	1	0	0	1	0	156	1	157	0	0	0	0	1	105	0	106	264
Total	7	0	4	11	0	646	8	654	0	0	0	0	4	472	0	476	1141
Grand Total	20	0	12	32	0	1830	27	1857	0	0	0	0	14	2289	0	2303	4192
Apprch %	62.5	0	37.5		0	98.5	1.5		0	0	0		0.6	99.4	0		
Total %	0.5	0	0.3	0.8	0	43.7	0.6	44.3	0	0	0	0	0.3	54.6	0	54.9	
Automobiles	19	0	11	30	0	1750	27	1777	0	0	0	0	12	2186	0	2198	4005
% Automobiles	95	0	91.7	93.8	0	95.6	100	95.7	0	0	0	0	85.7	95.5	0	95.4	95.5
Commercial	1	0	1	2	0	80	0	80	0	0	0	0	2	103	0	105	187
% Commercial	5	0	8.3	6.2	0	4.4	0	4.3	0	0	0	0	14.3	4.5	0	4.6	4.5

DE TRAFFIC

386-341-4186
Monte Savino Blvd at SR 40
Volusia County, FL

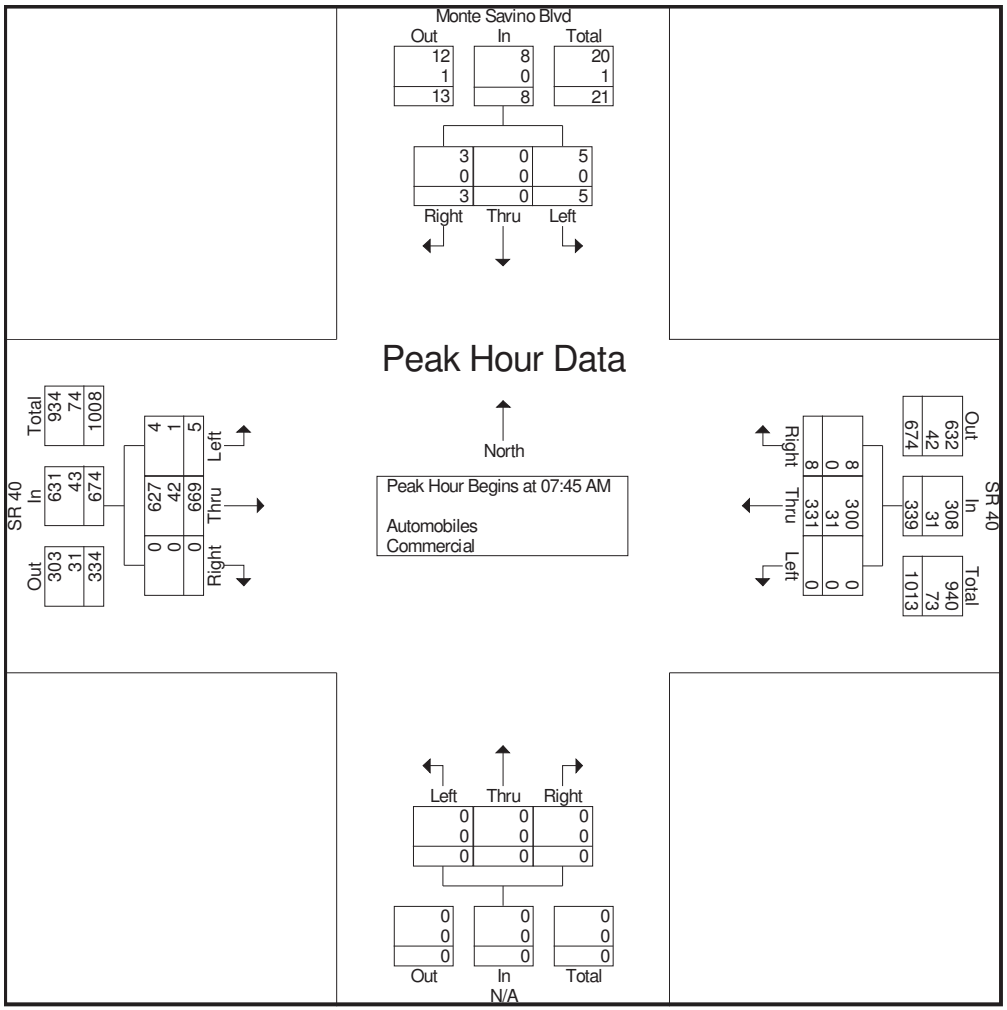
File Name : monte 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 2

	Monte Savino Blvd Southbound				SR 40 Westbound				N/A Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	3	0	1	4	0	76	3	79	0	0	0	0	1	181	0	182	265
08:00 AM	0	0	0	0	0	84	0	84	0	0	0	0	1	170	0	171	255
08:15 AM	0	0	1	1	0	83	2	85	0	0	0	0	2	170	0	172	258
08:30 AM	2	0	1	3	0	88	3	91	0	0	0	0	1	148	0	149	243
Total Volume	5	0	3	8	0	331	8	339	0	0	0	0	5	669	0	674	1021
% App. Total	62.5	0	37.5		0	97.6	2.4		0	0	0		0.7	99.3	0		
PHF	.417	.000	.750	.500	.000	.940	.667	.931	.000	.000	.000	.000	.625	.924	.000	.926	.963
Automobiles	5	0	3	8	0	300	8	308	0	0	0	0	4	627	0	631	947
% Automobiles	100	0	100	100	0	90.6	100	90.9	0	0	0	0	80.0	93.7	0	93.6	92.8
Commercial	0	0	0	0	0	31	0	31	0	0	0	0	1	42	0	43	74
% Commercial	0	0	0	0	0	9.4	0	9.1	0	0	0	0	20.0	6.3	0	6.4	7.2

DE TRAFFIC

386-341-4186
Monte Savino Blvd at SR 40
Volusia County, FL

File Name : monte 40
Site Code : 00000001
Start Date : 2/23/2020
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DE TRAFFIC

386-341-4186
Monte Savino Blvd at SR 40
Volusia County, FL

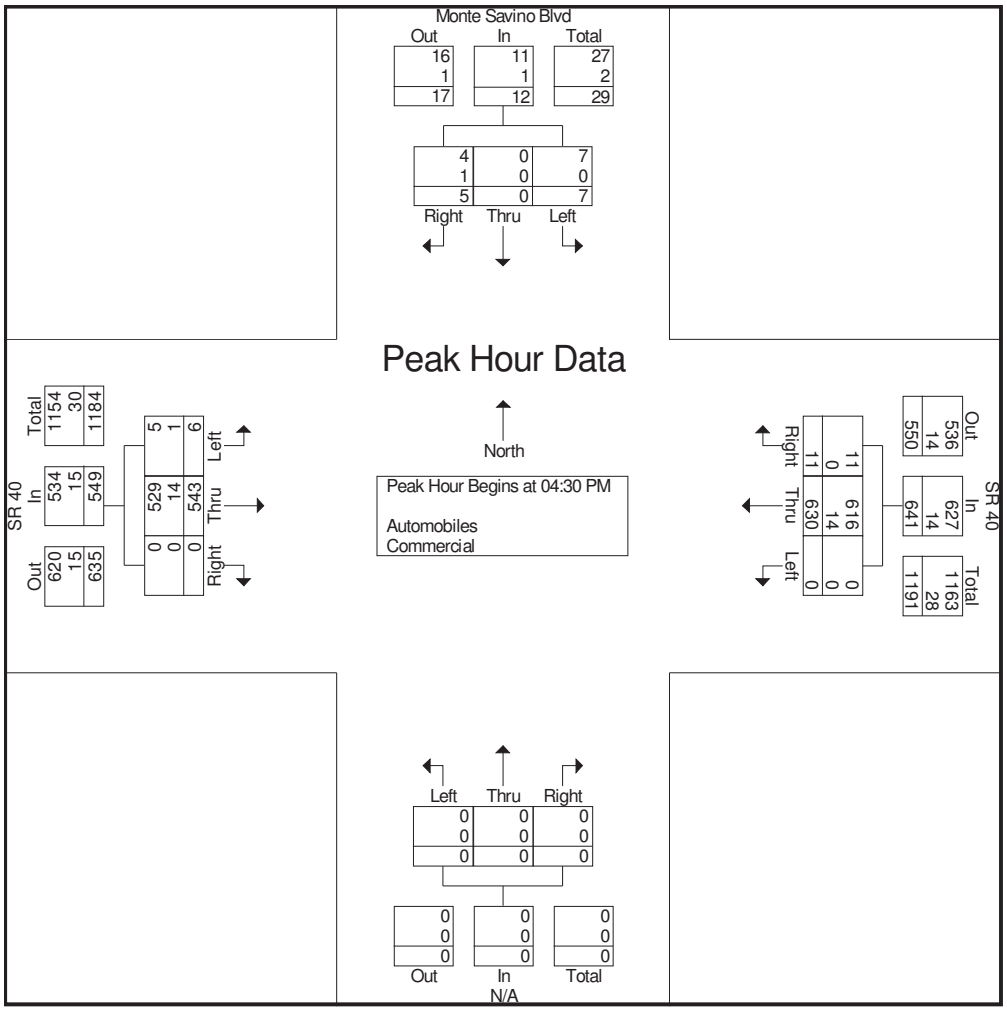
File Name : monte 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 4

	Monte Savino Blvd Southbound				SR 40 Westbound				N/A Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	1	0	0	1	0	142	1	143	0	0	0	0	1	147	0	148	292
04:45 PM	1	0	2	3	0	173	4	177	0	0	0	0	2	141	0	143	323
05:00 PM	2	0	0	2	0	153	2	155	0	0	0	0	1	138	0	139	296
05:15 PM	3	0	3	6	0	162	4	166	0	0	0	0	2	117	0	119	291
Total Volume	7	0	5	12	0	630	11	641	0	0	0	0	6	543	0	549	1202
% App. Total	58.3	0	41.7		0	98.3	1.7		0	0	0		1.1	98.9	0		
PHF	.583	.000	.417	.500	.000	.910	.688	.905	.000	.000	.000	.000	.750	.923	.000	.927	.930
Automobiles	7	0	4	11	0	616	11	627	0	0	0	0	5	529	0	534	1172
% Automobiles	100	0	80.0	91.7	0	97.8	100	97.8	0	0	0	0	83.3	97.4	0	97.3	97.5
Commercial	0	0	1	1	0	14	0	14	0	0	0	0	1	14	0	15	30
% Commercial	0	0	20.0	8.3	0	2.2	0	2.2	0	0	0	0	16.7	2.6	0	2.7	2.5

DE TRAFFIC

386-341-4186
Monte Savino Blvd at SR 40
Volusia County, FL

File Name : monte 40
Site Code : 00000001
Start Date : 2/23/2020
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DE TRAFFIC

386-341-4186
Monte Savino Blvd at SR 40
Volusia County, FL

File Name : monte 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 6

Groups Printed- Peds

	Monte Savino Blvd Southbound				SR 40 Westbound				N/A Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apprch %	0	0	0		0	0	0		0	0	0		0	0	0		
Total %																	

DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 1

Groups Printed- Automobiles - Commercial

	Riverbend Southbound				SR 40 Westbound				RiverBend Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	0	0	2	59	0	61	0	0	1	1	0	142	4	146	208
07:15 AM	0	0	0	0	1	55	0	56	0	0	3	3	0	158	9	167	226
07:30 AM	0	0	1	1	5	69	0	74	0	0	5	5	0	149	9	158	238
07:45 AM	0	0	0	0	7	81	0	88	1	0	8	9	1	170	11	182	279
Total	0	0	1	1	15	264	0	279	1	0	17	18	1	619	33	653	951
08:00 AM	1	0	0	1	6	82	0	88	0	0	10	10	0	155	6	161	260
08:15 AM	0	0	2	2	7	85	0	92	1	0	7	8	1	164	3	168	270
08:30 AM	0	0	0	0	3	89	0	92	1	0	10	11	2	142	4	148	251
08:45 AM	0	0	0	0	2	83	0	85	0	0	10	10	3	125	2	130	225
Total	1	0	2	3	18	339	0	357	2	0	37	39	6	586	15	607	1006
04:00 PM	0	0	0	0	2	140	1	143	3	0	9	12	0	139	3	142	297
04:15 PM	0	0	0	0	3	145	0	148	2	0	9	11	1	132	2	135	294
04:30 PM	0	0	0	0	4	138	0	142	2	0	8	10	1	144	1	146	298
04:45 PM	1	0	2	3	6	169	0	175	3	0	7	10	0	143	2	145	333
Total	1	0	2	3	15	592	1	608	10	0	33	43	2	558	8	568	1222
05:00 PM	0	0	1	1	5	147	1	153	4	0	9	13	0	133	6	139	306
05:15 PM	1	0	0	1	4	160	0	164	5	0	9	14	1	111	5	117	296
05:30 PM	0	0	1	1	3	174	1	178	1	0	8	9	2	103	10	115	303
05:45 PM	0	0	0	0	2	144	0	146	2	0	8	10	0	100	3	103	259
Total	1	0	2	3	14	625	2	641	12	0	34	46	3	447	24	474	1164
Grand Total	3	0	7	10	62	1820	3	1885	25	0	121	146	12	2210	80	2302	4343
Apprch %	30	0	70		3.3	96.6	0.2		17.1	0	82.9		0.5	96	3.5		
Total %	0.1	0	0.2	0.2	1.4	41.9	0.1	43.4	0.6	0	2.8	3.4	0.3	50.9	1.8	53	
Automobiles	3	0	7	10	58	1730	3	1791	24	0	117	141	11	2106	74	2191	4133
% Automobiles	100	0	100	100	93.5	95.1	100	95	96	0	96.7	96.6	91.7	95.3	92.5	95.2	95.2
Commercial	0	0	0	0	4	90	0	94	1	0	4	5	1	104	6	111	210
% Commercial	0	0	0	0	6.5	4.9	0	5	4	0	3.3	3.4	8.3	4.7	7.5	4.8	4.8

DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

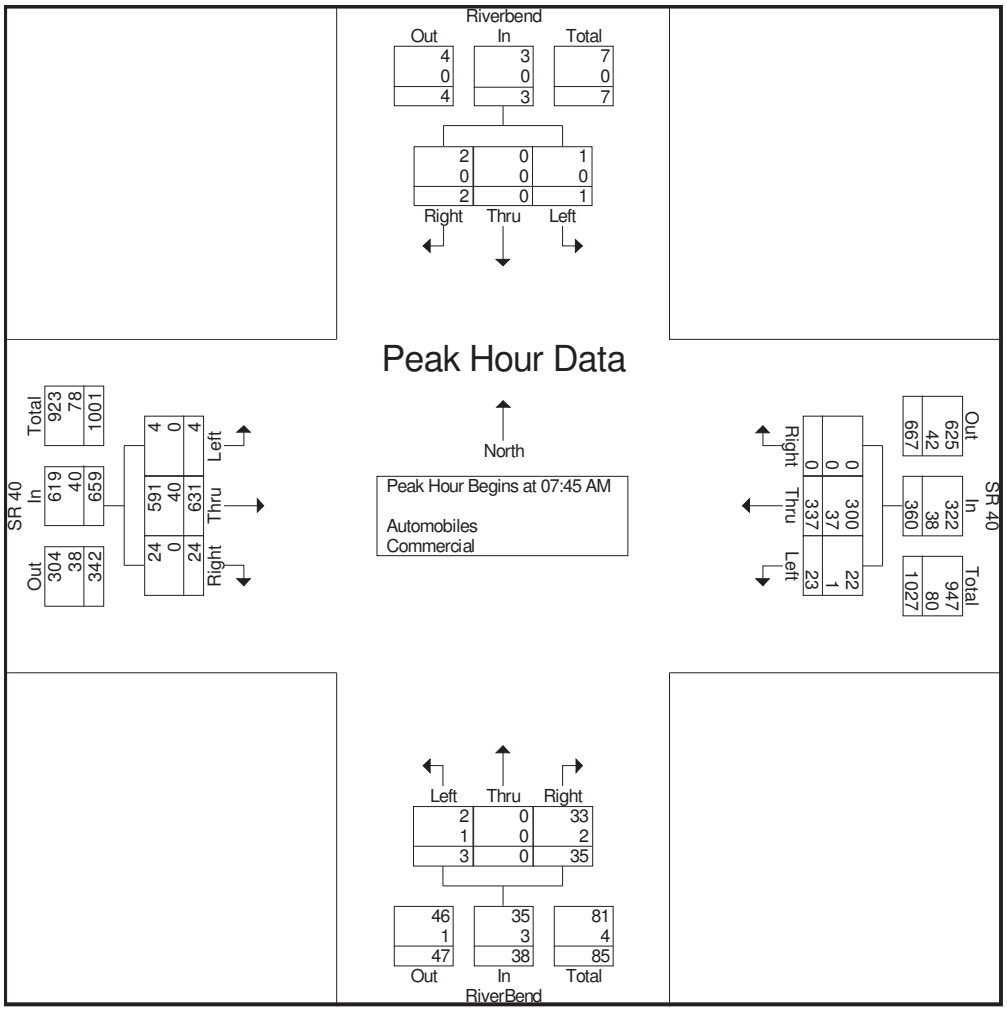
File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 2

	Riverbend Southbound				SR 40 Westbound				RiverBend Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	0	0	0	0	7	81	0	88	1	0	8	9	1	170	11	182	279
08:00 AM	1	0	0	1	6	82	0	88	0	0	10	10	0	155	6	161	260
08:15 AM	0	0	2	2	7	85	0	92	1	0	7	8	1	164	3	168	270
08:30 AM	0	0	0	0	3	89	0	92	1	0	10	11	2	142	4	148	251
Total Volume	1	0	2	3	23	337	0	360	3	0	35	38	4	631	24	659	1060
% App. Total	33.3	0	66.7		6.4	93.6	0		7.9	0	92.1		0.6	95.8	3.6		
PHF	.250	.000	.250	.375	.821	.947	.000	.978	.750	.000	.875	.864	.500	.928	.545	.905	.950
Automobiles	1	0	2	3	22	300	0	322	2	0	33	35	4	591	24	619	979
% Automobiles	100	0	100	100	95.7	89.0	0	89.4	66.7	0	94.3	92.1	100	93.7	100	93.9	92.4
Commercial	0	0	0	0	1	37	0	38	1	0	2	3	0	40	0	40	81
% Commercial	0	0	0	0	4.3	11.0	0	10.6	33.3	0	5.7	7.9	0	6.3	0	6.1	7.6

DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 3



DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

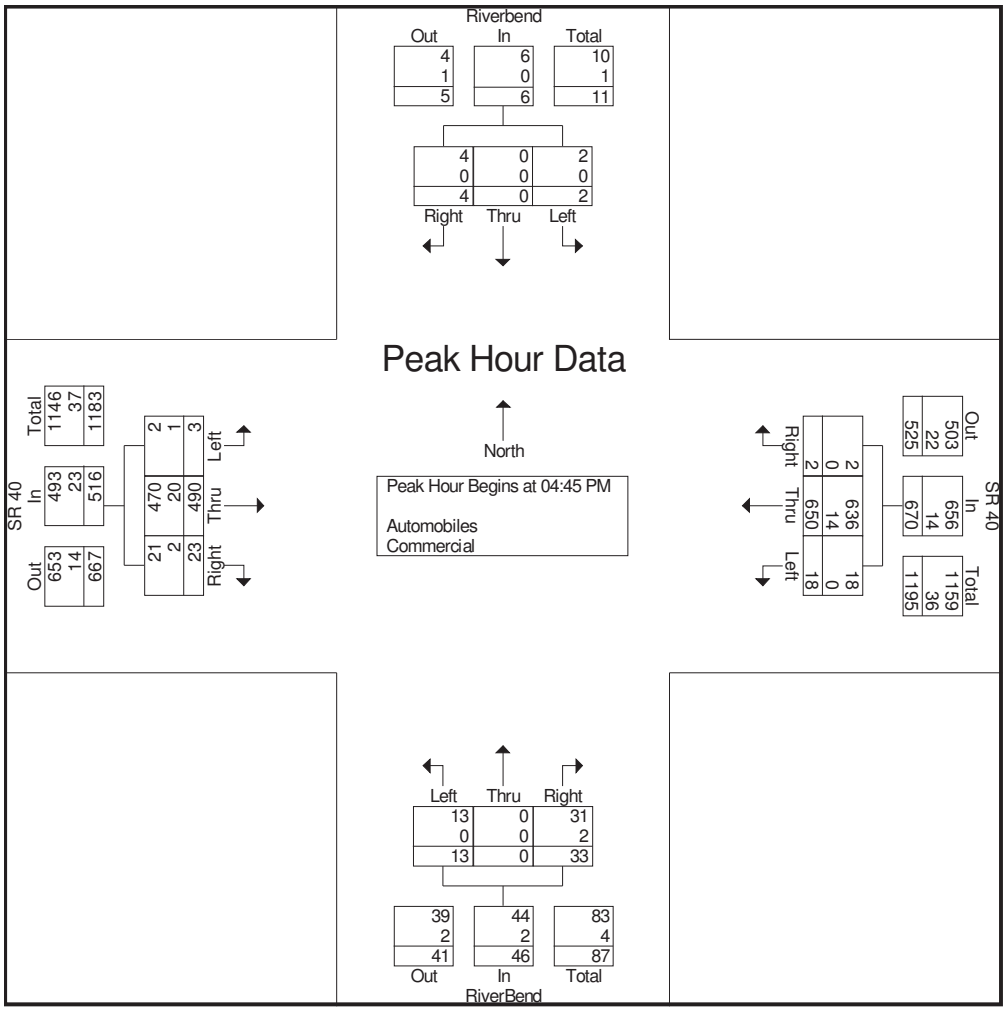
File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 4

	Riverbend Southbound				SR 40 Westbound				RiverBend Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	1	0	2	3	6	169	0	175	3	0	7	10	0	143	2	145	333
05:00 PM	0	0	1	1	5	147	1	153	4	0	9	13	0	133	6	139	306
05:15 PM	1	0	0	1	4	160	0	164	5	0	9	14	1	111	5	117	296
05:30 PM	0	0	1	1	3	174	1	178	1	0	8	9	2	103	10	115	303
Total Volume	2	0	4	6	18	650	2	670	13	0	33	46	3	490	23	516	1238
% App. Total	33.3	0	66.7		2.7	97	0.3		28.3	0	71.7		0.6	95	4.5		
PHF	.500	.000	.500	.500	.750	.934	.500	.941	.650	.000	.917	.821	.375	.857	.575	.890	.929
Automobiles	2	0	4	6	18	636	2	656	13	0	31	44	2	470	21	493	1199
% Automobiles	100	0	100	100	100	97.8	100	97.9	100	0	93.9	95.7	66.7	95.9	91.3	95.5	96.8
Commercial	0	0	0	0	0	14	0	14	0	0	2	2	1	20	2	23	39
% Commercial	0	0	0	0	0	2.2	0	2.1	0	0	6.1	4.3	33.3	4.1	8.7	4.5	3.2

DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 5





SB Approach



EB Approach



WB Approach

de traffic	Monte Savino Blvd at SR 40	Volusia County
	www.de-traffic.com	Project Number: L21-06 / Sheet Number: 1
	299 McGregor Rd. DeLand Fl. 32720	



NB Approach



SB Approach



EB Approach



WB Approach

de traffic	RiverBend Community Church at SR 40	Volusia County
	www.de-traffic.com	Project Number: L21-06 / Sheet Number: 2
	299 McGregor Rd. DeLand Fl. 32720	

DE TRAFFIC

detraffic.com
(386) 341-4186
Tymber Creek Rd at SR 40
Volusia County, Fl

File Name : Tymber at 40
Site Code : 00000003
Start Date : 8/2/2022
Page No : 1

Groups Printed- Automobiles - Commercial

	Tymber Creek Rd Southbound				SR 40 Westbound				Tymber Creek Rd Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	61	3	12	76	6	45	61	112	2	1	7	10	6	105	5	116	314
07:15 AM	75	6	17	98	11	57	71	139	4	2	4	10	4	155	7	166	413
07:30 AM	94	4	18	116	13	53	85	151	6	3	6	15	8	181	8	197	479
07:45 AM	112	6	11	129	16	50	78	144	5	2	10	17	8	186	9	203	493
Total	342	19	58	419	46	205	295	546	17	8	27	52	26	627	29	682	1699
08:00 AM	107	4	18	129	20	67	83	170	4	3	12	19	7	153	10	170	488
08:15 AM	105	5	18	128	18	61	73	152	7	3	18	28	8	141	7	156	464
08:30 AM	99	6	24	129	21	56	63	140	4	2	17	23	7	146	8	161	453
08:45 AM	78	7	20	105	14	60	44	118	6	4	10	20	9	162	10	181	424
Total	389	22	80	491	73	244	263	580	21	12	57	90	31	602	35	668	1829
04:00 PM	42	9	11	62	19	127	64	210	10	6	19	35	6	95	3	104	411
04:15 PM	53	8	17	78	18	157	51	226	9	4	19	32	6	104	3	113	449
04:30 PM	55	11	18	84	18	177	66	261	11	5	25	41	6	100	3	109	495
04:45 PM	76	9	16	101	26	173	43	242	7	7	19	33	4	104	6	114	490
Total	226	37	62	325	81	634	224	939	37	22	82	141	22	403	15	440	1845
05:00 PM	62	6	13	81	19	156	54	229	10	5	19	34	6	120	3	129	473
05:15 PM	71	6	8	85	19	165	43	227	16	4	20	40	7	106	2	115	467
05:30 PM	55	5	9	69	13	216	77	306	13	5	20	38	5	91	4	100	513
05:45 PM	46	6	9	61	10	168	41	219	10	5	24	39	6	100	4	110	429
Total	234	23	39	296	61	705	215	981	49	19	83	151	24	417	13	454	1882
Grand Total	1191	101	239	1531	261	1788	997	3046	124	61	249	434	103	2049	92	2244	7255
Apprch %	77.8	6.6	15.6		8.6	58.7	32.7		28.6	14.1	57.4		4.6	91.3	4.1		
Total %	16.4	1.4	3.3	21.1	3.6	24.6	13.7	42	1.7	0.8	3.4	6	1.4	28.2	1.3	30.9	
Automobiles	1179	91	233	1503	249	1747	981	2977	113	59	236	408	97	1986	79	2162	7050
% Automobiles	99	90.1	97.5	98.2	95.4	97.7	98.4	97.7	91.1	96.7	94.8	94	94.2	96.9	85.9	96.3	97.2
Commercial	12	10	6	28	12	41	16	69	11	2	13	26	6	63	13	82	205
% Commercial	1	9.9	2.5	1.8	4.6	2.3	1.6	2.3	8.9	3.3	5.2	6	5.8	3.1	14.1	3.7	2.8

DE TRAFFIC

detraffic.com
(386) 341-4186
Tymber Creek Rd at SR 40
Volusia County, Fl

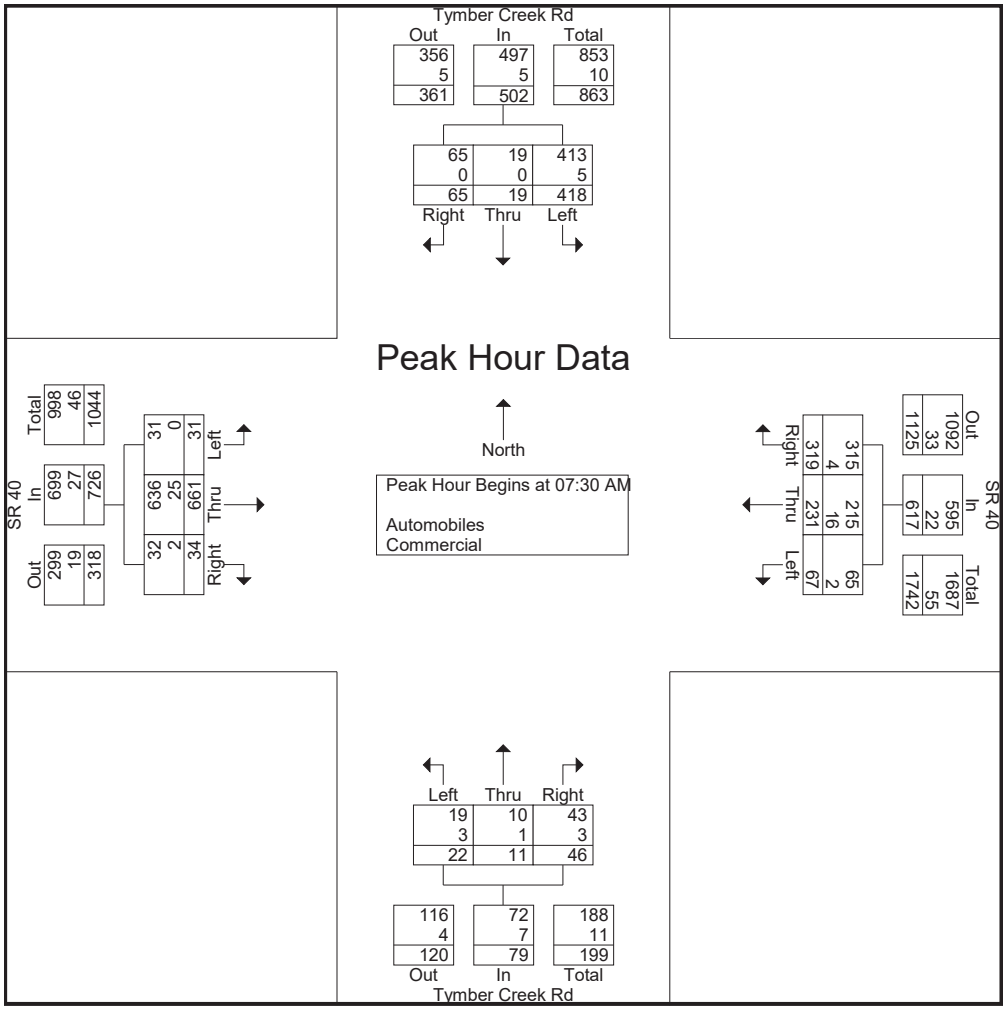
File Name : Tymber at 40
Site Code : 00000003
Start Date : 8/2/2022
Page No : 2

	Tymber Creek Rd Southbound				SR 40 Westbound				Tymber Creek Rd Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	94	4	18	116	13	53	85	151	6	3	6	15	8	181	8	197	479
07:45 AM	112	6	11	129	16	50	78	144	5	2	10	17	8	186	9	203	493
08:00 AM	107	4	18	129	20	67	83	170	4	3	12	19	7	153	10	170	488
08:15 AM	105	5	18	128	18	61	73	152	7	3	18	28	8	141	7	156	464
Total Volume	418	19	65	502	67	231	319	617	22	11	46	79	31	661	34	726	1924
% App. Total	83.3	3.8	12.9		10.9	37.4	51.7		27.8	13.9	58.2		4.3	91	4.7		
PHF	.933	.792	.903	.973	.838	.862	.938	.907	.786	.917	.639	.705	.969	.888	.850	.894	.976
Automobiles	413	19	65	497	65	215	315	595	19	10	43	72	31	636	32	699	1863
% Automobiles	98.8	100	100	99.0	97.0	93.1	98.7	96.4	86.4	90.9	93.5	91.1	100	96.2	94.1	96.3	96.8
Commercial	5	0	0	5	2	16	4	22	3	1	3	7	0	25	2	27	61
% Commercial	1.2	0	0	1.0	3.0	6.9	1.3	3.6	13.6	9.1	6.5	8.9	0	3.8	5.9	3.7	3.2

DE TRAFFIC

detraffic.com
(386) 341-4186
Tymber Creek Rd at SR 40
Volusia County, Fl

File Name : Tymber at 40
Site Code : 00000003
Start Date : 8/2/2022
Page No : 3



DE TRAFFIC

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Tymber Creek Rd at SR 40
Volusia County, Fl

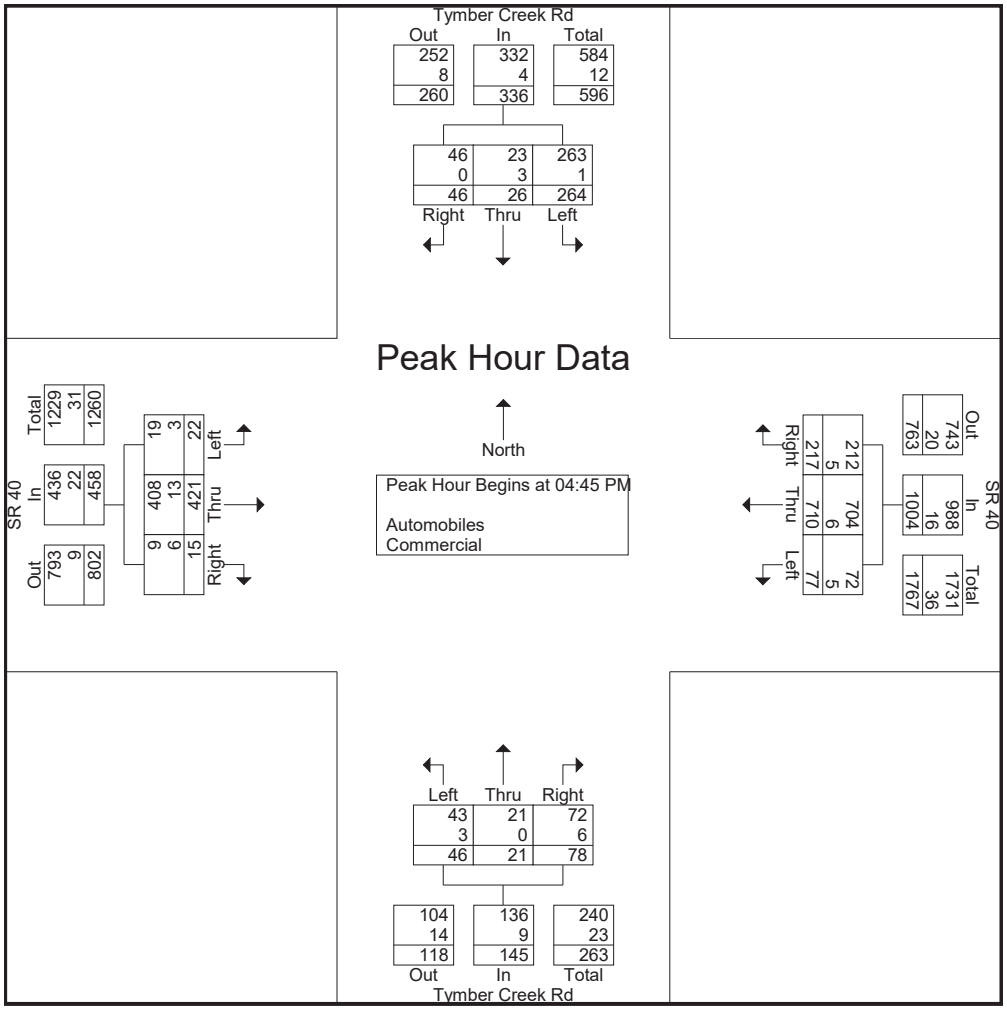
File Name : Tymber at 40
Site Code : 00000003
Start Date : 8/2/2022
Page No : 4

	Tymber Creek Rd Southbound				SR 40 Westbound				Tymber Creek Rd Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	76	9	16	101	26	173	43	242	7	7	19	33	4	104	6	114	490
05:00 PM	62	6	13	81	19	156	54	229	10	5	19	34	6	120	3	129	473
05:15 PM	71	6	8	85	19	165	43	227	16	4	20	40	7	106	2	115	467
05:30 PM	55	5	9	69	13	216	77	306	13	5	20	38	5	91	4	100	513
Total Volume	264	26	46	336	77	710	217	1004	46	21	78	145	22	421	15	458	1943
% App. Total	78.6	7.7	13.7		7.7	70.7	21.6		31.7	14.5	53.8		4.8	91.9	3.3		
PHF	.868	.722	.719	.832	.740	.822	.705	.820	.719	.750	.975	.906	.786	.877	.625	.888	.947
Automobiles	263	23	46	332	72	704	212	988	43	21	72	136	19	408	9	436	1892
% Automobiles	99.6	88.5	100	98.8	93.5	99.2	97.7	98.4	93.5	100	92.3	93.8	86.4	96.9	60.0	95.2	97.4
Commercial	1	3	0	4	5	6	5	16	3	0	6	9	3	13	6	22	51
% Commercial	0.4	11.5	0	1.2	6.5	0.8	2.3	1.6	6.5	0	7.7	6.2	13.6	3.1	40.0	4.8	2.6

DE TRAFFIC

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(386) 341-4186
Tymber Creek Rd at SR 40
Volusia County, Fl

File Name : Tymber at 40
Site Code : 00000003
Start Date : 8/2/2022
Page No : 5



DE TRAFFIC

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Tymber Creek Rd at SR 40
Volusia County, Fl

File Name : Tymber at 40
Site Code : 00000003
Start Date : 8/2/2022
Page No : 6

Groups Printed- Peds

	Tymber Creek Rd Southbound				SR 40 Westbound				Tymber Creek Rd Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apprch %	0	0	0		0	0	0		0	0	0		0	0	0		
Total %																	

DE TRAFFIC

detraffic.com
(386) 341-4186
Riverbend Community Church at SR 40
Volusia County, Fl

File Name : Church at 40
Site Code : 00000002
Start Date : 8/2/2022
Page No : 1

Groups Printed- Automobiles - Commercial

	Coquina Presbyterian Church Drwy Southbound				SR 40 Westbound				Riverbend Community Church Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	0	0	3	47	0	50	0	0	0	0	1	113	0	114	164
07:15 AM	0	0	0	0	1	72	0	73	0	0	0	0	0	174	0	174	247
07:30 AM	0	0	0	0	5	63	0	68	0	0	0	0	0	201	0	201	269
07:45 AM	0	0	0	0	8	78	1	87	0	0	0	0	0	197	1	198	285
Total	0	0	0	0	17	260	1	278	0	0	0	0	1	685	1	687	965
08:00 AM	0	0	0	0	4	74	0	78	0	0	0	0	0	169	1	170	248
08:15 AM	0	0	0	0	5	86	0	91	0	0	1	1	2	156	0	158	250
08:30 AM	0	0	0	0	3	88	2	93	0	0	0	0	4	153	0	157	250
08:45 AM	0	0	0	0	2	84	9	95	0	0	0	0	1	175	0	176	271
Total	0	0	0	0	14	332	11	357	0	0	1	1	7	653	1	661	1019
04:00 PM	0	0	0	0	1	149	0	150	1	0	3	4	0	109	0	109	263
04:15 PM	0	0	0	0	1	176	0	177	1	0	2	3	0	109	0	109	289
04:30 PM	0	0	0	0	1	198	0	199	0	0	1	1	0	110	0	110	310
04:45 PM	0	0	0	0	1	186	0	187	0	0	3	3	0	100	0	100	290
Total	0	0	0	0	4	709	0	713	2	0	9	11	0	428	0	428	1152
05:00 PM	0	0	0	0	1	164	0	165	0	0	1	1	0	132	0	132	298
05:15 PM	0	0	0	0	2	195	0	197	0	0	3	3	0	121	1	122	322
05:30 PM	0	0	0	0	4	241	0	245	1	0	4	5	0	95	0	95	345
05:45 PM	0	0	0	0	3	182	0	185	1	0	2	3	0	112	0	112	300
Total	0	0	0	0	10	782	0	792	2	0	10	12	0	460	1	461	1265
Grand Total	0	0	0	0	45	2083	12	2140	4	0	20	24	8	2226	3	2237	4401
Apprch %	0	0	0		2.1	97.3	0.6		16.7	0	83.3		0.4	99.5	0.1		
Total %	0	0	0	0	1	47.3	0.3	48.6	0.1	0	0.5	0.5	0.2	50.6	0.1	50.8	
Automobiles	0	0	0	0	45	2040	12	2097	4	0	20	24	8	2152	3	2163	4284
% Automobiles	0	0	0	0	100	97.9	100	98	100	0	100	100	100	96.7	100	96.7	97.3
Commercial	0	0	0	0	0	43	0	43	0	0	0	0	0	74	0	74	117
% Commercial	0	0	0	0	0	2.1	0	2	0	0	0	0	0	3.3	0	3.3	2.7

DE TRAFFIC

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(386) 341-4186
Riverbend Community Church at SR 40
Volusia County, Fl

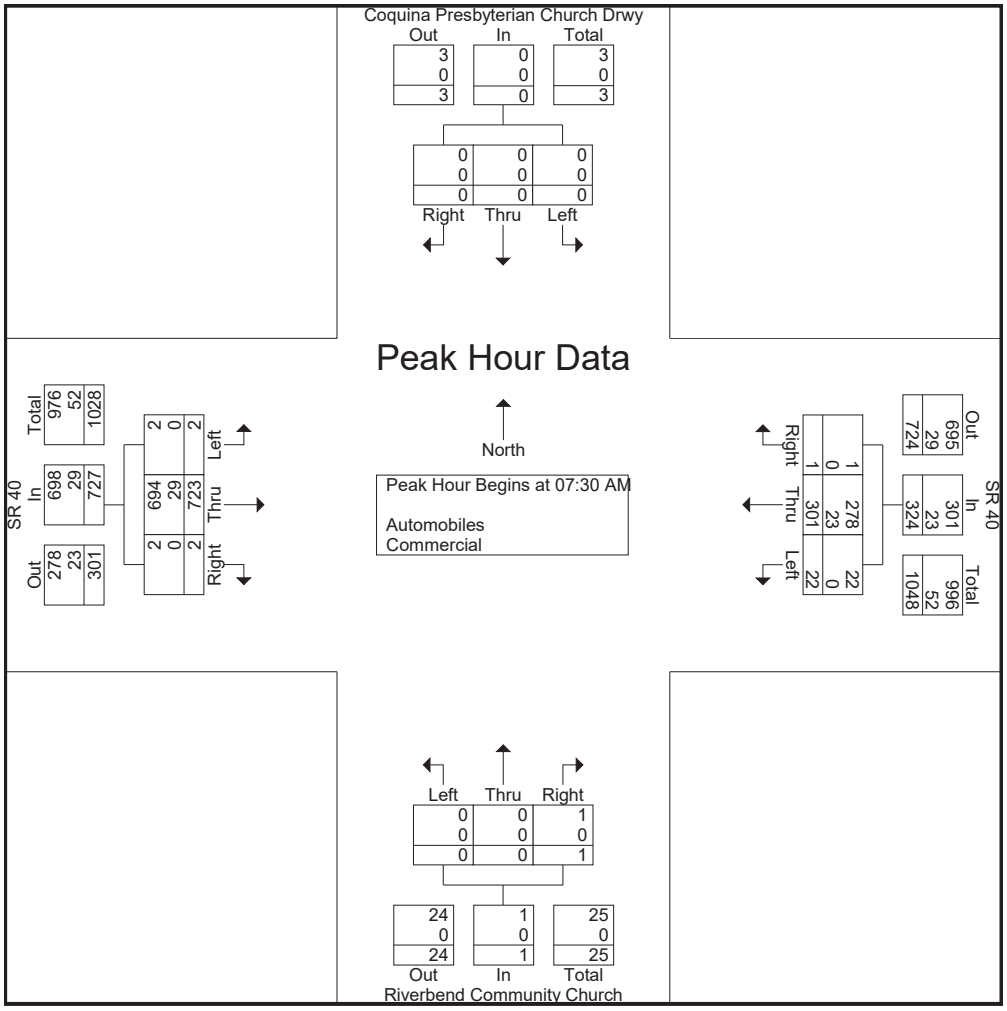
File Name : Church at 40
Site Code : 00000002
Start Date : 8/2/2022
Page No : 2

	Coquina Presbyterian Church Drwy Southbound				SR 40 Westbound				Riverbend Community Church Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	0	0	0	0	5	63	0	68	0	0	0	0	0	201	0	201	269
07:45 AM	0	0	0	0	8	78	1	87	0	0	0	0	0	197	1	198	285
08:00 AM	0	0	0	0	4	74	0	78	0	0	0	0	0	169	1	170	248
08:15 AM	0	0	0	0	5	86	0	91	0	0	1	1	2	156	0	158	250
Total Volume	0	0	0	0	22	301	1	324	0	0	1	1	2	723	2	727	1052
% App. Total	0	0	0		6.8	92.9	0.3		0	0	100		0.3	99.4	0.3		
PHF	.000	.000	.000	.000	.688	.875	.250	.890	.000	.000	.250	.250	.250	.899	.500	.904	.923
Automobiles	0	0	0	0	22	278	1	301	0	0	1	1	2	694	2	698	1000
% Automobiles	0	0	0	0	100	92.4	100	92.9	0	0	100	100	100	96.0	100	96.0	95.1
Commercial	0	0	0	0	0	23	0	23	0	0	0	0	0	29	0	29	52
% Commercial	0	0	0	0	0	7.6	0	7.1	0	0	0	0	0	4.0	0	4.0	4.9

DE TRAFFIC

detraffic.com
(386) 341-4186
Riverbend Community Church at SR 40
Volusia County, Fl

File Name : Church at 40
Site Code : 00000002
Start Date : 8/2/2022
Page No : 3



DE TRAFFIC

detraffic.com
(386) 341-4186
Riverbend Community Church at SR 40
Volusia County, Fl

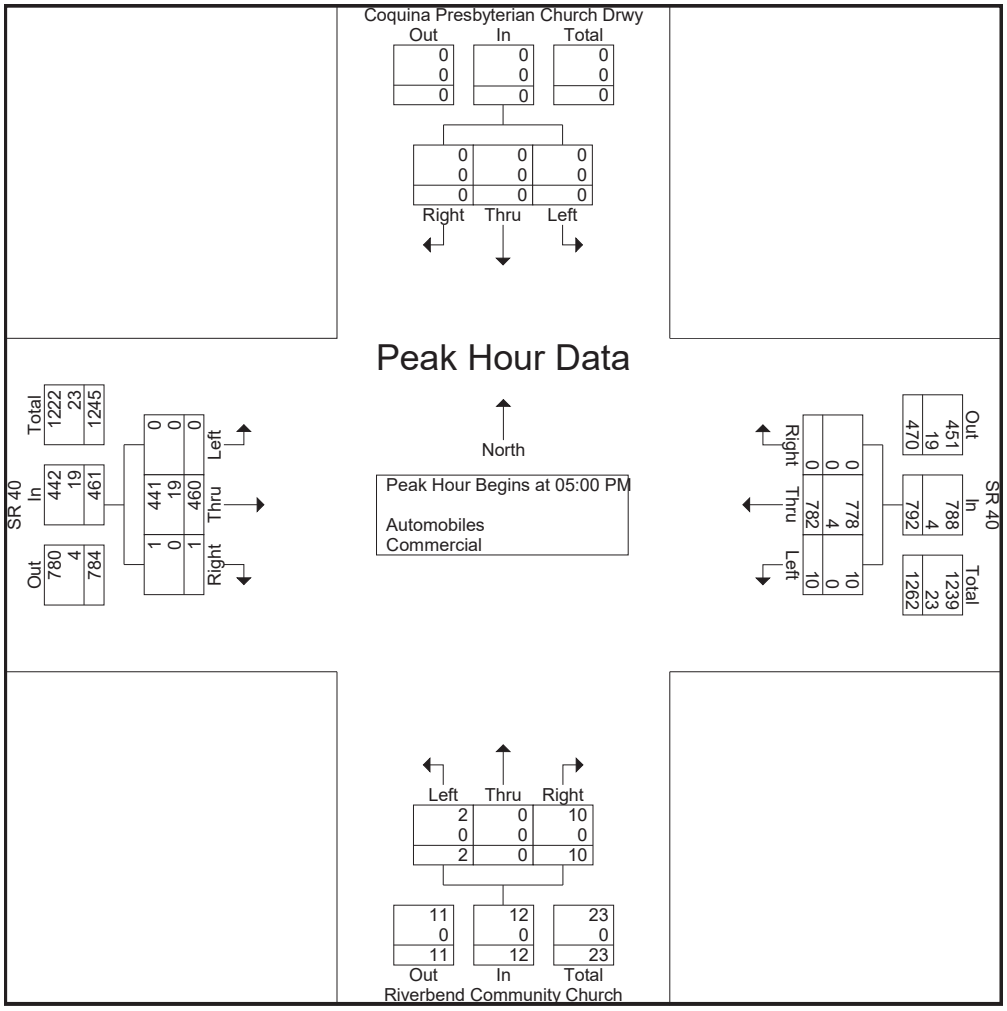
File Name : Church at 40
Site Code : 00000002
Start Date : 8/2/2022
Page No : 4

	Coquina Presbyterian Church Drwy Southbound				SR 40 Westbound				Riverbend Community Church Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	0	0	0	0	1	164	0	165	0	0	1	1	0	132	0	132	298
05:15 PM	0	0	0	0	2	195	0	197	0	0	3	3	0	121	1	122	322
05:30 PM	0	0	0	0	4	241	0	245	1	0	4	5	0	95	0	95	345
05:45 PM	0	0	0	0	3	182	0	185	1	0	2	3	0	112	0	112	300
Total Volume	0	0	0	0	10	782	0	792	2	0	10	12	0	460	1	461	1265
% App. Total	0	0	0		1.3	98.7	0		16.7	0	83.3		0	99.8	0.2		
PHF	.000	.000	.000	.000	.625	.811	.000	.808	.500	.000	.625	.600	.000	.871	.250	.873	.917
Automobiles	0	0	0	0	10	778	0	788	2	0	10	12	0	441	1	442	1242
% Automobiles	0	0	0	0	100	99.5	0	99.5	100	0	100	100	0	95.9	100	95.9	98.2
Commercial	0	0	0	0	0	4	0	4	0	0	0	0	0	19	0	19	23
% Commercial	0	0	0	0	0	0.5	0	0.5	0	0	0	0	0	4.1	0	4.1	1.8

DE TRAFFIC

detraffic.com
(386) 341-4186
Riverbend Community Church at SR 40
Volusia County, Fl

File Name : Church at 40
Site Code : 00000002
Start Date : 8/2/2022
Page No : 5



DE TRAFFIC

detraffic.com
(386) 341-4186
Riverbend Community Church at SR 40
Volusia County, Fl

File Name : Church at 40
Site Code : 00000002
Start Date : 8/2/2022
Page No : 6

Groups Printed- Peds

	Coquina Presbyterian Church Drwy Southbound				SR 40 Westbound				Riverbend Community Church Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apprch %	0	0	0		0	0	0		0	0	0		0	0	0		
Total %																	

DE TRAFFIC

detraffic.com
(386) 341-4186
Monte Savino Blvd at SR 40
Volusia County, Fl

File Name : monte savinoat 40
Site Code : 00000001
Start Date : 8/2/2022
Page No : 1

Groups Printed- Automobiles - Commercial

	Monte Savino Blvd Southbound				SR 40 Westbound				N/A Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	3	0	0	3	0	55	0	55	0	0	0	0	0	130	0	130	188
07:15 AM	1	0	0	1	0	74	0	74	0	0	0	0	0	180	0	180	255
07:30 AM	0	0	0	0	0	55	2	57	0	0	0	0	0	205	0	205	262
07:45 AM	2	0	2	4	0	81	1	82	0	0	0	0	0	186	0	186	272
Total	6	0	2	8	0	265	3	268	0	0	0	0	0	701	0	701	977
08:00 AM	1	0	0	1	0	70	0	70	0	0	0	0	0	164	0	164	235
08:15 AM	2	0	0	2	0	89	1	90	0	0	0	0	1	142	0	143	235
08:30 AM	1	0	0	1	0	85	1	86	0	0	0	0	0	182	0	182	269
08:45 AM	3	0	0	3	0	78	0	78	0	0	0	0	0	149	0	149	230
Total	7	0	0	7	0	322	2	324	0	0	0	0	1	637	0	638	969
04:00 PM	2	0	0	2	0	143	2	145	0	0	0	0	0	110	0	110	257
04:15 PM	0	0	0	0	0	198	2	200	0	0	0	0	0	102	0	102	302
04:30 PM	2	0	0	2	0	178	3	181	0	0	0	0	0	107	0	107	290
04:45 PM	2	0	0	2	0	176	4	180	0	0	0	0	1	99	0	100	282
Total	6	0	0	6	0	695	11	706	0	0	0	0	1	418	0	419	1131
05:00 PM	5	0	0	5	0	181	2	183	0	0	0	0	0	122	0	122	310
05:15 PM	1	0	0	1	0	198	3	201	0	0	0	0	0	106	0	106	308
05:30 PM	1	0	1	2	0	219	2	221	0	0	0	0	0	105	0	105	328
05:45 PM	0	0	0	0	0	202	2	204	0	0	0	0	0	99	0	99	303
Total	7	0	1	8	0	800	9	809	0	0	0	0	0	432	0	432	1249
Grand Total	26	0	3	29	0	2082	25	2107	0	0	0	0	2	2188	0	2190	4326
Apprch %	89.7	0	10.3		0	98.8	1.2		0	0	0		0.1	99.9	0		
Total %	0.6	0	0.1	0.7	0	48.1	0.6	48.7	0	0	0	0	0	50.6	0	50.6	
Automobiles	26	0	3	29	0	2044	25	2069	0	0	0	0	2	2130	0	2132	4230
% Automobiles	100	0	100	100	0	98.2	100	98.2	0	0	0	0	100	97.3	0	97.4	97.8
Commercial	0	0	0	0	0	38	0	38	0	0	0	0	0	58	0	58	96
% Commercial	0	0	0	0	0	1.8	0	1.8	0	0	0	0	0	2.7	0	2.6	2.2

DE TRAFFIC

detraffic.com
(386) 341-4186
Monte Savino Blvd at SR 40
Volusia County, Fl

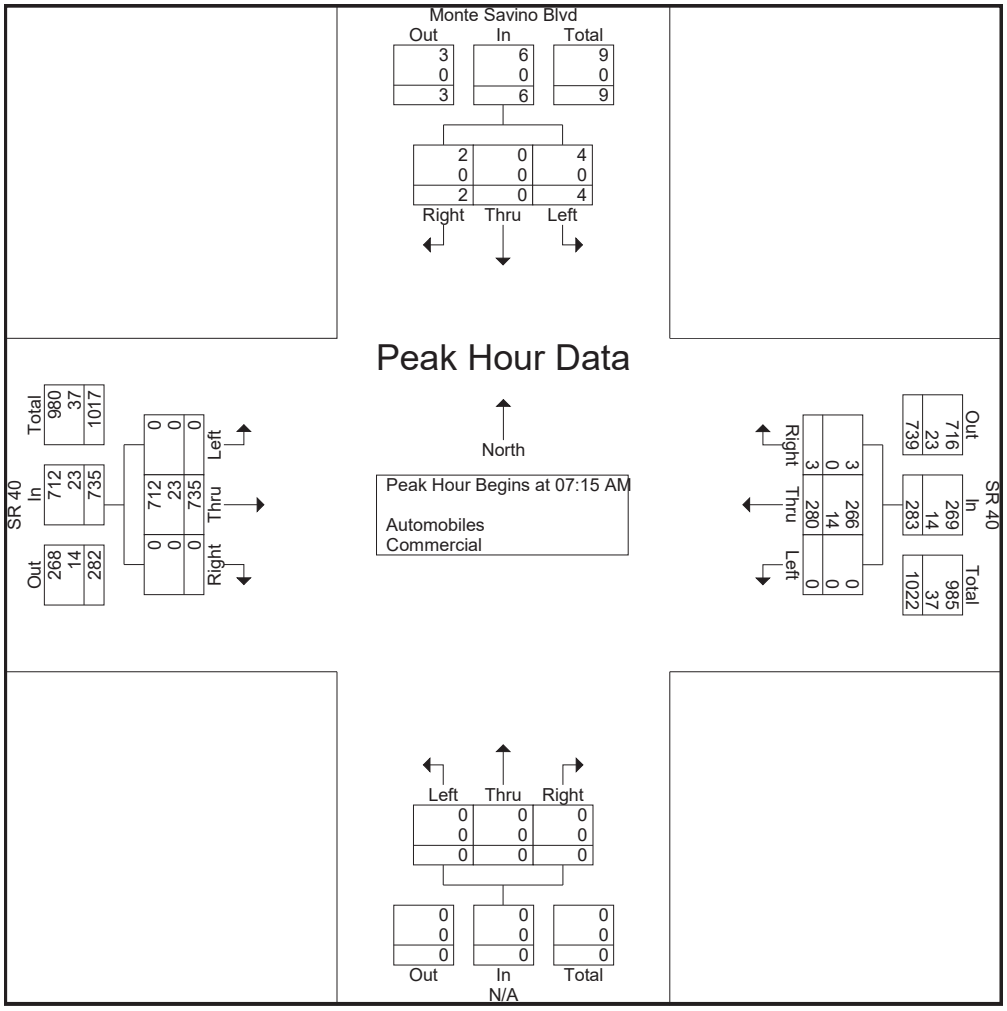
File Name : monte savinoat 40
Site Code : 00000001
Start Date : 8/2/2022
Page No : 2

	Monte Savino Blvd Southbound				SR 40 Westbound				N/A Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	1	0	0	1	0	74	0	74	0	0	0	0	0	180	0	180	255
07:30 AM	0	0	0	0	0	55	2	57	0	0	0	0	0	205	0	205	262
07:45 AM	2	0	2	4	0	81	1	82	0	0	0	0	0	186	0	186	272
08:00 AM	1	0	0	1	0	70	0	70	0	0	0	0	0	164	0	164	235
Total Volume	4	0	2	6	0	280	3	283	0	0	0	0	0	735	0	735	1024
% App. Total	66.7	0	33.3		0	98.9	1.1		0	0	0		0	100	0		
PHF	.500	.000	.250	.375	.000	.864	.375	.863	.000	.000	.000	.000	.000	.896	.000	.896	.941
Automobiles	4	0	2	6	0	266	3	269	0	0	0	0	0	712	0	712	987
% Automobiles	100	0	100	100	0	95.0	100	95.1	0	0	0	0	0	96.9	0	96.9	96.4
Commercial	0	0	0	0	0	14	0	14	0	0	0	0	0	23	0	23	37
% Commercial	0	0	0	0	0	5.0	0	4.9	0	0	0	0	0	3.1	0	3.1	3.6

DE TRAFFIC

detraffic.com
(386) 341-4186
Monte Savino Blvd at SR 40
Volusia County, Fl

File Name : monte savinoat 40
Site Code : 00000001
Start Date : 8/2/2022
Page No : 3



DE TRAFFIC

detraffic.com
(386) 341-4186
Monte Savino Blvd at SR 40
Volusia County, Fl

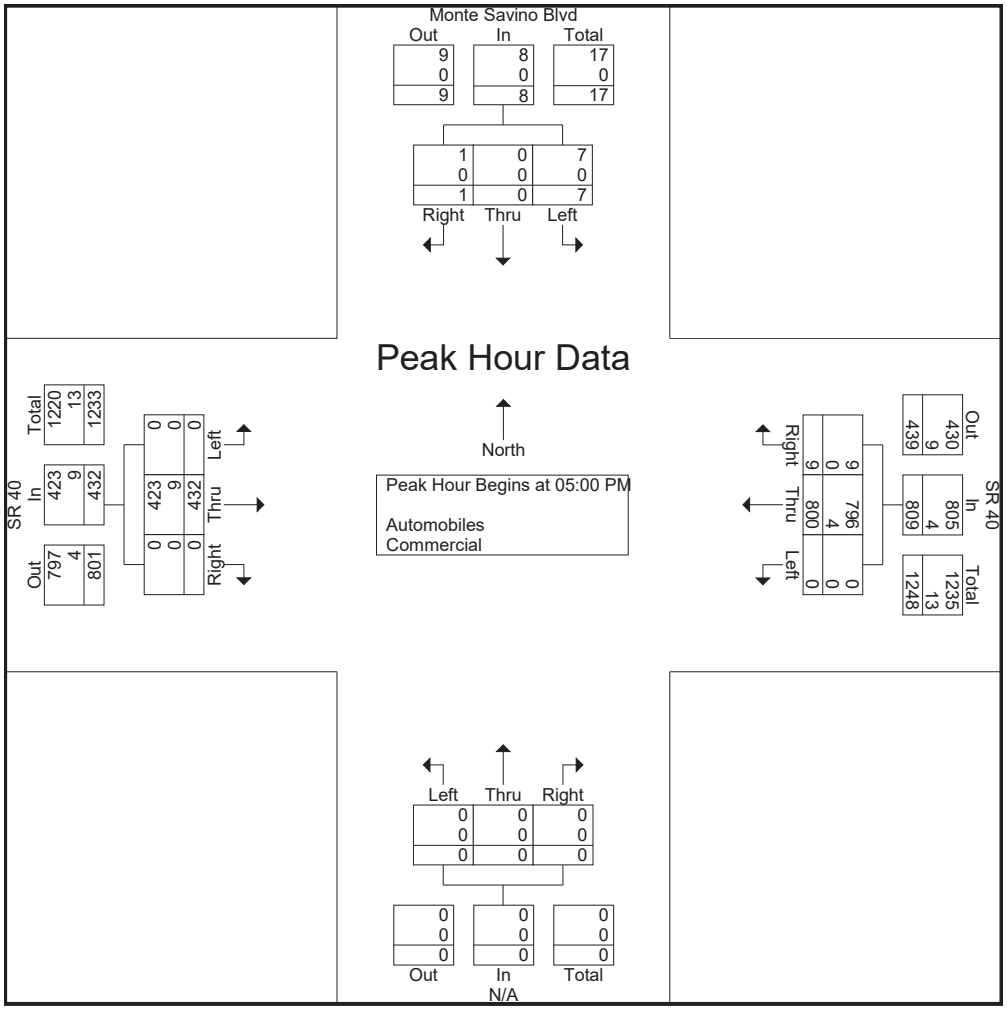
File Name : monte savinoat 40
Site Code : 00000001
Start Date : 8/2/2022
Page No : 4

	Monte Savino Blvd Southbound				SR 40 Westbound				N/A Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	5	0	0	5	0	181	2	183	0	0	0	0	0	122	0	122	310
05:15 PM	1	0	0	1	0	198	3	201	0	0	0	0	0	106	0	106	308
05:30 PM	1	0	1	2	0	219	2	221	0	0	0	0	0	105	0	105	328
05:45 PM	0	0	0	0	0	202	2	204	0	0	0	0	0	99	0	99	303
Total Volume	7	0	1	8	0	800	9	809	0	0	0	0	0	432	0	432	1249
% App. Total	87.5	0	12.5		0	98.9	1.1		0	0	0		0	100	0		
PHF	.350	.000	.250	.400	.000	.913	.750	.915	.000	.000	.000	.000	.000	.885	.000	.885	.952
Automobiles	7	0	1	8	0	796	9	805	0	0	0	0	0	423	0	423	1236
% Automobiles	100	0	100	100	0	99.5	100	99.5	0	0	0	0	0	97.9	0	97.9	99.0
Commercial	0	0	0	0	0	4	0	4	0	0	0	0	0	9	0	9	13
% Commercial	0	0	0	0	0	0.5	0	0.5	0	0	0	0	0	2.1	0	2.1	1.0

DE TRAFFIC

detraffic.com
(386) 341-4186
Monte Savino Blvd at SR 40
Volusia County, Fl

File Name : monte savinoat 40
Site Code : 00000001
Start Date : 8/2/2022
Page No : 5



DE TRAFFIC

detraffic.com
(386) 341-4186
Monte Savino Blvd at SR 40
Volusia County, Fl

File Name : monte savinoat 40
Site Code : 00000001
Start Date : 8/2/2022
Page No : 6

Groups Printed- Peds

	Monte Savino Blvd Southbound				SR 40 Westbound				N/A Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apprch %	0	0	0		0	0	0		0	0	0		0	0	0		
Total %																	



NB Approach



SB Approach



EB Approach



WB Approach

de traffic	Tymber Creek Rd at SR 40	Volusia County
	www.de-traffic.com	Project Number: L22-60 / Sheet Number: 1
	299 McGregor Rd. DeLand Fl. 32720	



NB Approach



SB Approach



EB Approach



WB Approach

de traffic	Coquina Presbyterian Church at SR 40	Volusia County
	www.de-traffic.com	Project Number: L22-60 / Sheet Number: 3
	299 McGregor Rd. DeLand Fl. 32720	



SB Approach



EB Approach



WB Approach

de traffic	Monte Salvo Blvd at SR 40	Volusia County
	www.de-traffic.com	Project Number: L22-60 / Sheet Number: 4
	299 McGregor Rd. DeLand Fl. 32720	

EXHIBIT C
Unsignalized Intersections
Existing Conditions
HCS Summary Sheets

LTG Engineering & Planning

HCS Two-Way Stop-Control Report

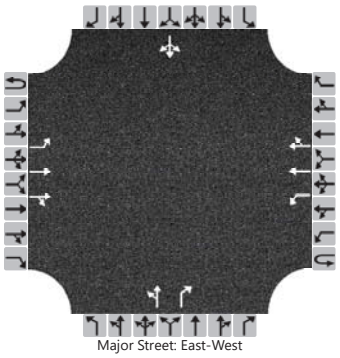
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2022
Time Analyzed	AM Existing
Intersection Orientation	East-West
Project Description	5003 TCR Apts

Site Information

Intersection	Church Med Open on SR 40
Jurisdiction	Volusia
East/West Street	SR 40
North/South Street	Church Med Opening
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	TR		L	T	TR		LT		R			LTR	
Volume (veh/h)	0	4	680	26	0	25	363	0		3	0	38		1	0	2
Percent Heavy Vehicles (%)	2	2			2	4				33	2	6		2	2	2
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized									No							
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)		4.14				4.18				8.16	6.54	7.02		7.54	6.54	6.94
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.22				2.24				3.83	4.02	3.36		3.52	4.02	3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		4				26				3		40			3	
Capacity, c (veh/h)		1173				847				250		614			580	
v/c Ratio		0.00				0.03				0.01		0.07			0.01	
95% Queue Length, Q_{95} (veh)		0.0				0.1				0.0		0.2			0.0	
Control Delay (s/veh)		8.1				9.4				19.6		11.3			11.2	
Level of Service (LOS)		A				A				C		B			B	
Approach Delay (s/veh)	0.0				0.6				11.9				11.2			
Approach LOS	A				A				B				B			

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HCS Two-Way Stop-Control Report

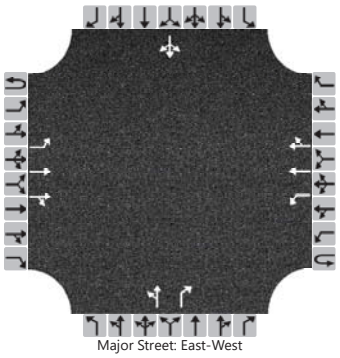
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2022
Time Analyzed	PM Existing
Intersection Orientation	East-West
Project Description	5003 TCR Apts

Site Information

Intersection	Church Med Open on SR 40
Jurisdiction	Volusia
East/West Street	SR 40
North/South Street	Church Median Opening
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	TR		L	T	TR		LT		R			LTR	
Volume (veh/h)	0	3	528	25	0	19	700	2		14	0	34		2	0	4
Percent Heavy Vehicles (%)	2	33			2	2				2	2	6		2	2	2
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized										No						
Median Type | Storage		Left + Thru								1						

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)		4.76				4.14				7.54	6.54	7.02		7.54	6.54	6.94
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.53				2.22				3.52	4.02	3.36		3.52	4.02	3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		3				20				15		37			6	
Capacity, c (veh/h)		676				978				316		687			428	
v/c Ratio		0.00				0.02				0.05		0.05			0.02	
95% Queue Length, Q_{95} (veh)		0.0				0.1				0.1		0.2			0.0	
Control Delay (s/veh)		10.4				8.8				16.9		10.5			13.5	
Level of Service (LOS)		B				A				C		B			B	
Approach Delay (s/veh)		0.1				0.2				12.4				13.5		
Approach LOS		A				A				B				B		

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HCS Two-Way Stop-Control Report

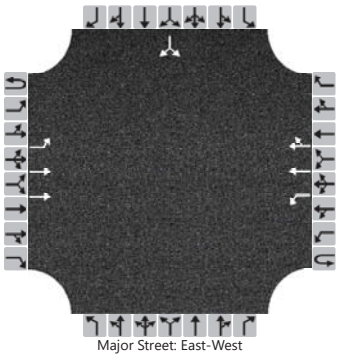
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2022
Time Analyzed	AM Existing
Intersection Orientation	East-West
Project Description	5003 TCR

Site Information

Intersection	Monte Savino at SR 40
Jurisdiction	Volusia/FDOT
East/West Street	SR 40
North/South Street	Monte Savino Blvd
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	0	0		0	1	0
Configuration		L	T			L	T	TR							LR	
Volume (veh/h)	0	5	721		0	0	357	6						5		3
Percent Heavy Vehicles (%)	2	20			2	2								2		2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized																
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1								7.5		6.9
Critical Headway (sec)		4.50				4.14								7.54		6.94
Base Follow-Up Headway (sec)		2.2				2.2								3.5		3.3
Follow-Up Headway (sec)		2.40				2.22								3.52		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		5				0									8	
Capacity, c (veh/h)		1054				848									504	
v/c Ratio		0.00				0.00									0.02	
95% Queue Length, Q_{95} (veh)		0.0				0.0									0.1	
Control Delay (s/veh)		8.4				9.2									12.3	
Level of Service (LOS)		A				A									B	
Approach Delay (s/veh)	0.1				0.0								12.3			
Approach LOS	A				A								B			

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HCS Two-Way Stop-Control Report

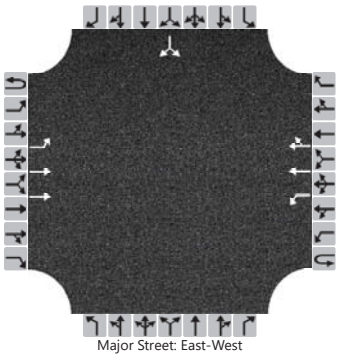
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2022
Time Analyzed	PM Existing
Intersection Orientation	East-West
Project Description	5003 TCR

Site Information

Intersection	Monte Savino at SR 40
Jurisdiction	Volusia/FDOT
East/West Street	SR 40
North/South Street	Monte Savino Blvd
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	0	0		0	1	0
Configuration		L	T			L	T	TR							LR	
Volume (veh/h)	0	6	585		0	0	679	12						7		5
Percent Heavy Vehicles (%)	2	17			2	3								2		20
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1								7.5		6.9
Critical Headway (sec)		4.44				4.16								7.54		7.30
Base Follow-Up Headway (sec)		2.2				2.2								3.5		3.3
Follow-Up Headway (sec)		2.37				2.23								3.52		3.50

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		6				0									13	
Capacity, c (veh/h)		768				942									365	
v/c Ratio		0.01				0.00									0.04	
95% Queue Length, Q_{95} (veh)		0.0				0.0									0.1	
Control Delay (s/veh)		9.7				8.8									15.2	
Level of Service (LOS)		A				A									C	
Approach Delay (s/veh)	0.1				0.0								15.2			
Approach LOS	A				A								C			

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EXHIBIT D
Signal Timings

LTG Engineering & Planning

Time of Day Plan

Designed By:	J.M.
Date:	1/7/2019
Checked By:	R. A. A
Date:	1/7/2019

Section:	79150000
Corridor:	SR 40
From:	US 1
To:	SR A-1-A

TIME OF DAY

Day	Plan	Time		Pattern	Cycle Length
Monday Thru Friday	FREE	0:00	6:30	-	FREE
	AM	6:30	9:00	1	160
	MIDDAY	9:00	15:00	2	150
	PM	15:00	21:30	3	170
	FREE	21:30	0:00	-	FREE
Saturday	FREE	0:00	8:00	-	FREE
	NIGHT**	8:00	9:30	4	110
	MIDDAY	9:30	21:30	2	150
	FREE	21:30	0:00	-	FREE
Sunday	FREE	0:00	8:00	-	FREE
	NIGHT**	8:00	9:00	4	110
	MIDDAY	9:00	20:00	2	150
	FREE	20:00	0:00	-	FREE

1) ** NT Plan: Maintain existing NT plan
2) At SR 40 & SR A1A, the interection goes into FREE at 19:00 Monday-Saturday and 18:00 on Sunday

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION - DISTRICT FIVE
SR 40 - TSMO Signal Retiming
Volusia County
FIN 440412-1-32-02

Designed By:	J.M.
Date:	1/7/2019
Checked By:	R.A.A
Date:	1/7/2019

Section	79100	Mile Post	25.565	Node	1
Sig ID	257	Controller	Econolite ASC/3-2100	System ID	17
Maj. Street	SR 40	Orientation	E-W	SOP	9
Min. Street	Tymber Creek Rd.	Orientation	N-S		

Pedestrians

Movement # (Controller Phase Ø)	1	2	3	4	5	6	7	8	Notes
Direction	EBL	WB	SB	NB	WBL	EB			
Speed Limit (mph)	50	50	40	30	50	50			
Vehicle Traversed Width	181	162	170	188	163	163			
Approach Grades	-0.4%	0.1%	0.2%	-0.8%	0.1%	-0.4%			
Ped-X (curb to curb)		112	140	136		101			
Crossing Time		32	40	39		29			
Ped-X (button to curb)		14	18	18		13			
Ped-X (button to far curb)		126	158	154		114			
Crossing Time (to far curb)		42	53	52		38			

Controller Timings (seconds)

Movement # (Controller Phase Ø)	1	2	3	4	5	6	7	8	Notes
Direction	EBL	WB	SB	NB	WBL	EB			
Turn Type	Prot		Split	Split	Prot				
Min Green	5	16	6	6	5	16			
Ext	4.0	4.0	4.0	4.0	4.0	4.0			
Yellow Change Interval	5.2	5.2	4.4	3.7	5.1	5.2			
Red Clearance Interval	4.5	2.0	4.2	4.7	4.0	2.0			
Max I	25	50	40	20	25	50			
Max II (Timing Plan 1)	12	80	42	14	14	80			
Walk		7	7	7		7			
Flashing Don't Walk		32	40	39		29			
Min Splits	15.0	47.0	56.0	55.0	15.0	44.0			
Detector Memory		ON				ON			
Det. Cross Switch.									
Recall		Min				Min			
CNA									
Coord Phase		YES				YES			

Coordination Timings (seconds)

Plan	Pattern	C-O-S	Splits								Cycle Length	Offset	Seq
AM	1		18	72	50	20	20	70	-	-	160	11	4
MIDDAY	2		18	67	45	20	23	62	-	-	150	26	3
PM	3		18	87	45	20	20	85	-	-	170	40	3

Notes

1. Offset referenced to end of first through movement 2 & 6
2. Phases 3 lags for all patterns
3. Program Max II (Timing Plan 1) during coordination
4. Program fixed force-off's
5. PED recall on coord phases. Program to rest in walk

Pattern 1

Ring-1	2	1	4	3
Ring-2	5	6		

Patterns 2 & 3

Ring-1	1	2	4	3
Ring-2	5	6		

EXHIBIT E
Signalized Intersections
Existing Conditions
Synchro Summary Sheets

LTG Engineering & Planning



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	34	650	22	69	386	476	14	11	25	636	43	71
Future Volume (vph)	34	650	22	69	386	476	14	11	25	636	43	71
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	380		0	380		380	185		0	560		0
Storage Lanes	1		0	1		1	1		0	2		1
Taper Length (ft)	100			60			40			80		
Right Turn on Red			Yes			Yes			Yes			Yes
Link Speed (mph)		50			50			30			45	
Link Distance (ft)		1346			6066			1067			1538	
Travel Time (s)		18.4			82.7			24.3			23.3	
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles (%)	7%	3%	11%	7%	2%	3%	33%	33%	19%	2%	11%	5%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	37	723	0	74	415	512	15	39	0	684	46	76
Turn Type	Prot	NA		Prot	NA	Perm	Split	NA		Split	NA	Perm
Protected Phases	1	6		5	2		4	4		3	3	
Permitted Phases						2						3
Detector Phase	1	6		5	2	2	4	4		3	3	3
Switch Phase												
Minimum Initial (s)	5.0	16.0		5.0	16.0	16.0	6.0	6.0		6.0	6.0	6.0
Minimum Split (s)	15.0	44.0		15.1	47.0	47.0	20.0	20.0		50.0	50.0	50.0
Total Split (s)	18.0	70.0		20.0	72.0	72.0	20.0	20.0		50.0	50.0	50.0
Total Split (%)	11.3%	43.8%		12.5%	45.0%	45.0%	12.5%	12.5%		31.3%	31.3%	31.3%
Yellow Time (s)	5.2	5.2		6.1	5.1	5.1	3.7	3.7		4.4	4.4	4.4
All-Red Time (s)	4.5	2.0		4.0	2.0	2.0	4.7	4.7		4.2	4.2	4.2
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	9.7	7.2		10.1	7.1	7.1	8.4	8.4		8.6	8.6	8.6
Lead/Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lead		Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min		None	C-Min	C-Min	None	None		None	None	None
Act Effct Green (s)	9.8	67.0		12.9	73.9	73.9	8.7	8.7		40.0	40.0	40.0
Actuated g/C Ratio	0.06	0.42		0.08	0.46	0.46	0.05	0.05		0.25	0.25	0.25
v/c Ratio	0.36	0.50		0.54	0.25	0.51	0.20	0.39		0.80	0.11	0.15
Control Delay	81.0	38.2		85.3	30.7	4.8	77.6	43.9		63.3	44.6	0.6
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay	81.0	38.2		85.3	30.7	4.8	77.6	43.9		63.3	44.6	0.6
LOS	F	D		F	C	A	E	D		E	D	A
Approach Delay		40.3			21.5			53.2			56.4	
Approach LOS		D			C			D			E	
Queue Length 50th (ft)	38	300		75	147	0	15	12		348	37	0
Queue Length 95th (ft)	78	416		133	223	90	42	53		393	69	0
Internal Link Dist (ft)		1266			5986			987			1458	
Turn Bay Length (ft)	380			380		380	185			560		
Base Capacity (vph)	106	1536		138	1702	1020	99	126		927	462	526
Starvation Cap Reductn	0	0		0	0	0	0	0		0	0	0
Spillback Cap Reductn	0	0		0	0	0	0	0		0	0	0
Storage Cap Reductn	0	0		0	0	0	0	0		0	0	0
Reduced v/c Ratio	0.35	0.47		0.54	0.24	0.50	0.15	0.31		0.74	0.10	0.14

Intersection Summary		
Area Type:	Other	
Cycle Length: 160		
Actuated Cycle Length: 160		
Offset: 91 (57%), Referenced to phase 2:WBT, Start of Yellow		
Natural Cycle: 135		
Control Type: Actuated-Coordinated		
Maximum v/c Ratio: 0.80		
Intersection Signal Delay: 38.3	Intersection LOS: D	
Intersection Capacity Utilization 69.2%	ICU Level of Service C	
Analysis Period (min) 15		

Splits and Phases: 42: Tymber Creek Rd & Granada Blvd





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	30	631	16	72	739	260	39	12	24	362	47	45
Future Volume (vph)	30	631	16	72	739	260	39	12	24	362	47	45
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	380		0	380		380	185		0	560		0
Storage Lanes	1		0	1		1	1		0	2		1
Taper Length (ft)	100			60			40			80		
Right Turn on Red			Yes			Yes			Yes			Yes
Link Speed (mph)		50			50			30			45	
Link Distance (ft)		1346			2152			1067			1538	
Travel Time (s)		18.4			29.3			24.3			23.3	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	20%	2%	15%	2%	2%	6%	9%	2%	5%	2%	2%	8%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	32	681	0	76	778	274	41	38	0	381	49	47
Turn Type	Prot	NA		Prot	NA	Perm	Split	NA		Split	NA	Perm
Protected Phases	1	6		5	2		4	4		3	3	
Permitted Phases						2						3
Detector Phase	1	6		5	2	2	4	4		3	3	3
Switch Phase												
Minimum Initial (s)	5.0	16.0		5.0	16.0	16.0	6.0	6.0		6.0	6.0	6.0
Minimum Split (s)	15.0	44.0		15.1	47.0	47.0	20.0	20.0		45.0	45.0	45.0
Total Split (s)	18.0	85.0		20.0	87.0	87.0	20.0	20.0		45.0	45.0	45.0
Total Split (%)	10.6%	50.0%		11.8%	51.2%	51.2%	11.8%	11.8%		26.5%	26.5%	26.5%
Yellow Time (s)	5.2	5.2		6.1	5.1	5.1	3.7	3.7		4.4	4.4	4.4
All-Red Time (s)	4.5	2.0		4.0	2.0	2.0	4.7	4.7		4.2	4.2	4.2
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	9.7	7.2		10.1	7.1	7.1	8.4	8.4		8.6	8.6	8.6
Lead/Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lead		Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min		None	C-Min	C-Min	None	None		None	None	None
Act Effct Green (s)	10.0	88.4		14.0	96.2	96.2	10.6	10.6		25.7	25.7	25.7
Actuated g/C Ratio	0.06	0.52		0.08	0.57	0.57	0.06	0.06		0.15	0.15	0.15
v/c Ratio	0.36	0.37		0.52	0.39	0.28	0.40	0.30		0.73	0.17	0.14
Control Delay	87.3	27.4		86.9	24.6	3.4	86.9	41.2		77.2	62.6	0.8
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay	87.3	27.4		86.9	24.6	3.4	86.9	41.2		77.2	62.6	0.8
LOS	F	C		F	C	A	F	D		E	E	A
Approach Delay		30.0			23.6			64.9			68.2	
Approach LOS		C			C			E			E	
Queue Length 50th (ft)	35	243		83	271	0	45	14		211	48	0
Queue Length 95th (ft)	74	347		140	383	55	87	56		260	89	0
Internal Link Dist (ft)		1266			2072			987			1458	
Turn Bay Length (ft)	380			380		380	185			560		
Base Capacity (vph)	91	1857		147	2018	986	119	141		735	398	432
Starvation Cap Reductn	0	0		0	0	0	0	0		0	0	0
Spillback Cap Reductn	0	0		0	0	0	0	0		0	0	0
Storage Cap Reductn	0	0		0	0	0	0	0		0	0	0
Reduced v/c Ratio	0.35	0.37		0.52	0.39	0.28	0.34	0.27		0.52	0.12	0.11

Intersection Summary		
Area Type:	Other	
Cycle Length: 170		
Actuated Cycle Length: 170		
Offset: 40 (24%), Referenced to phase 2:WBT, Start of Yellow		
Natural Cycle: 130		
Control Type: Actuated-Coordinated		
Maximum v/c Ratio: 0.73		
Intersection Signal Delay: 35.8	Intersection LOS: D	
Intersection Capacity Utilization 62.8%	ICU Level of Service B	
Analysis Period (min) 15		

Splits and Phases: 42: Tymber Creek Rd & Granada Blvd

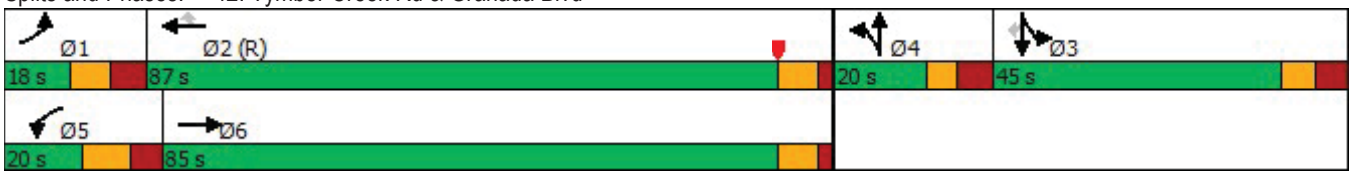
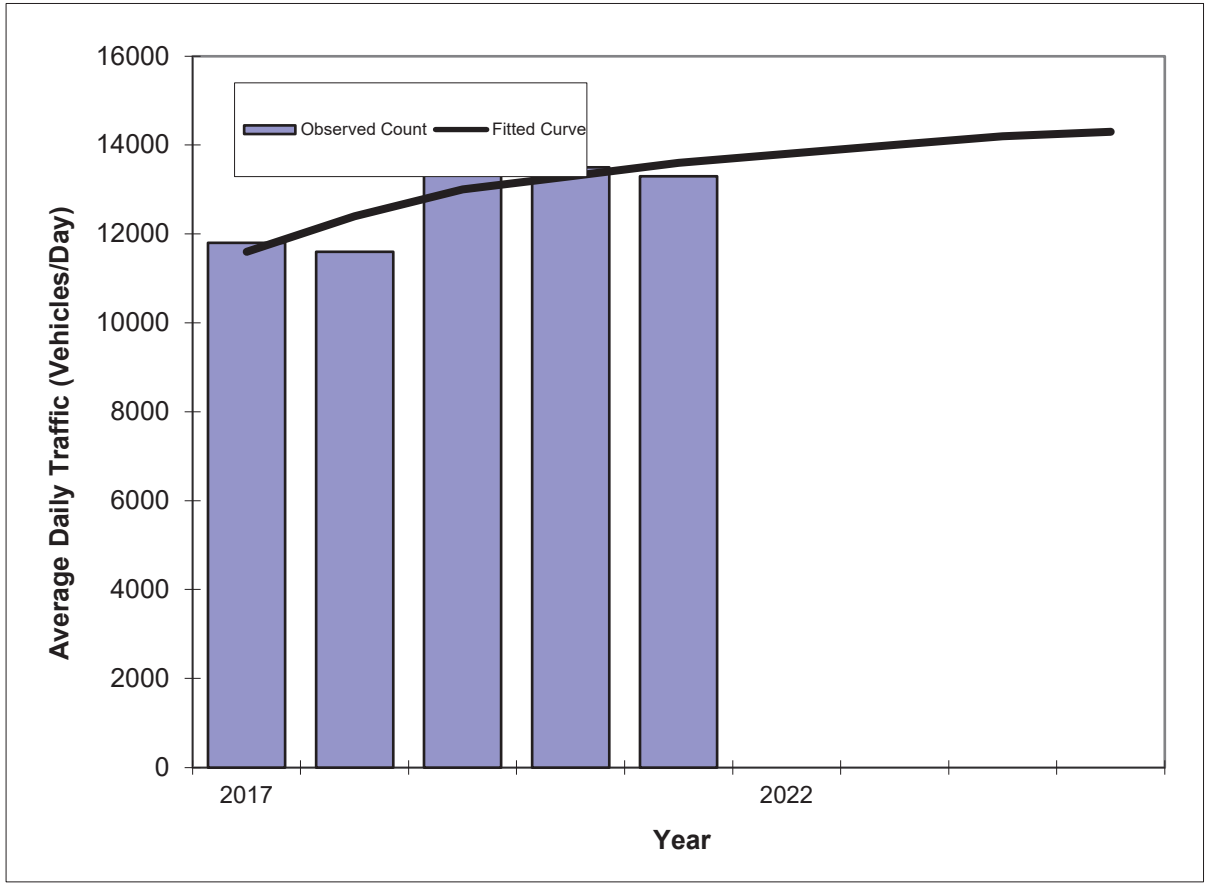


EXHIBIT F
FDOT Traffic Trends

TRAFFIC TRENDS

SR 40/Granada Blvd -- Rima Ridge Rd to Tymber Creek Rd

County:	Volusia
Station #:	499
Highway:	SR 40/Granada Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2017	11800	11600
2018	11600	12400
2019	13700	13000
2020	13500	13300
2021	13300	13600
2022 Opening Year Trend		
2022	N/A	13800
2023 Mid-Year Trend		
2023	N/A	14000
2024 Design Year Trend		
2024	N/A	14200
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

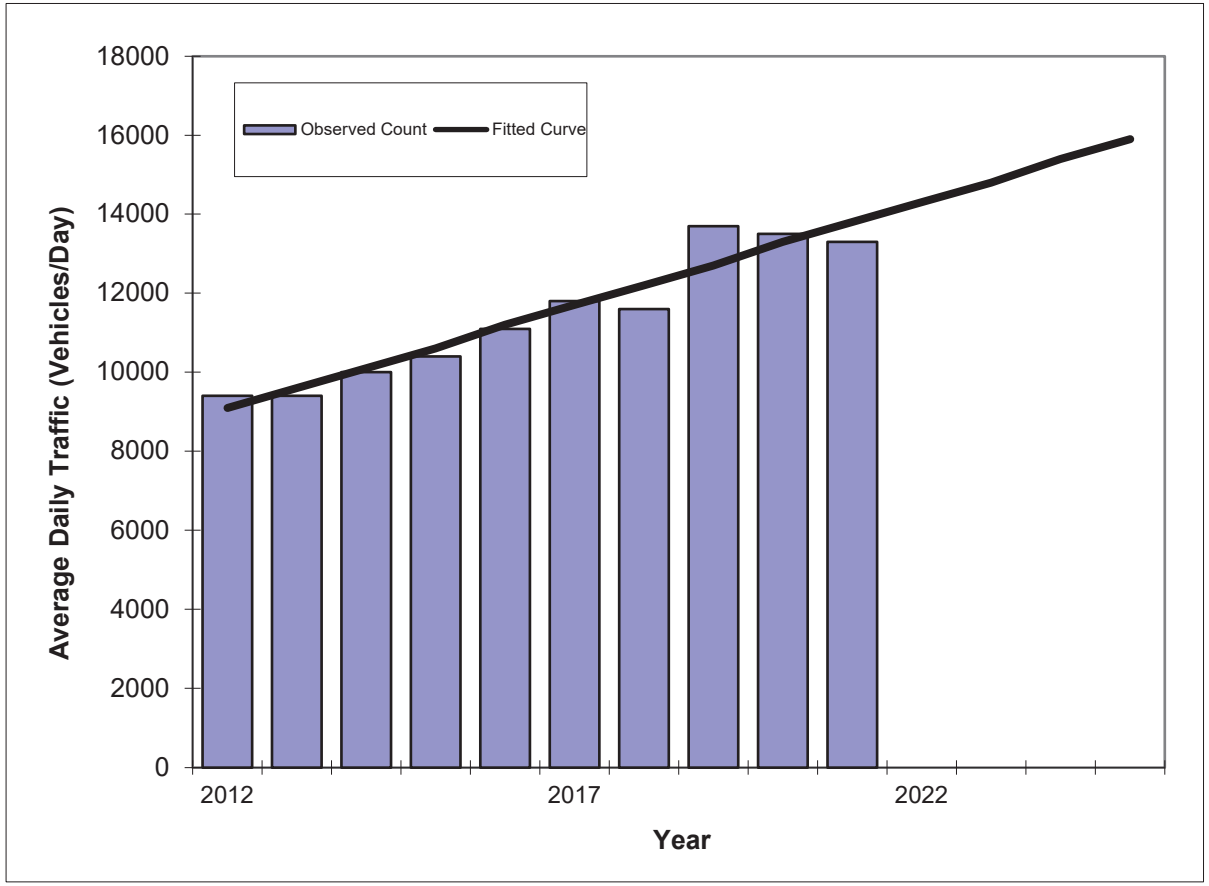
Trend R-squared:	63.8%
Compounded Annual Historic Growth Rate:	3.99%
Compounded Growth Rate (2021 to Design Year):	0.97%
Printed:	16-Aug-22

Decaying Exponential Growth Option

TRAFFIC TRENDS

SR 40/Granada Blvd -- Rima Ridge Rd to Tymber Creek Rd

County:	Volusia
Station #:	499
Highway:	SR 40/Granada Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2012	9400	9100
2013	9400	9600
2014	10000	10100
2015	10400	10600
2016	11100	11200
2017	11800	11700
2018	11600	12200
2019	13700	12700
2020	13500	13300
2021	13300	13800
2022 Opening Year Trend		
2022	N/A	14300
2023 Mid-Year Trend		
2023	N/A	14800
2024 Design Year Trend		
2024	N/A	15400
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

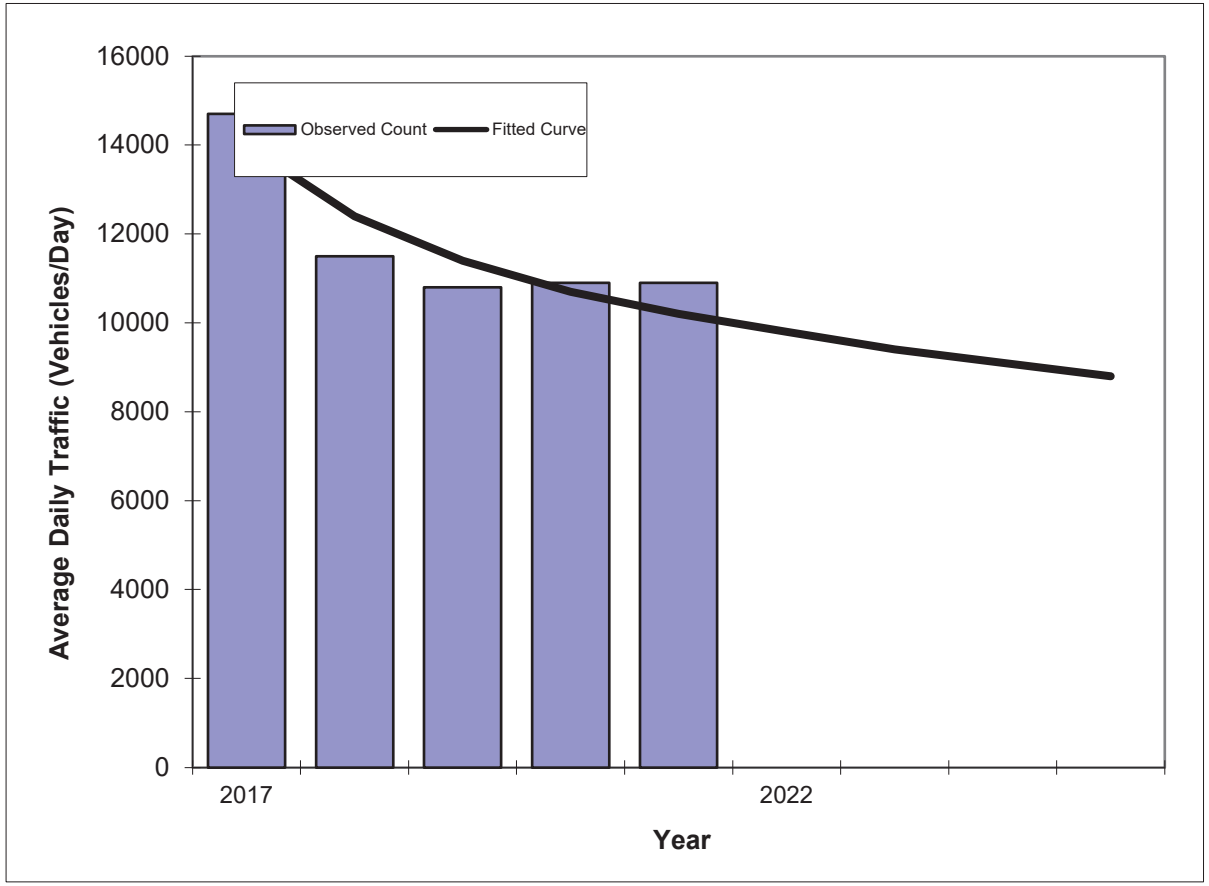
** Annual Trend Increase:	525
Trend R-squared:	92.5%
Trend Annual Historic Growth Rate:	5.74%
Trend Growth Rate (2021 to Design Year):	3.86%
Printed:	16-Aug-22

Straight Line Growth Option

TRAFFIC TRENDS

Tymber Creek Rd -- SR 40 to Tymber Run

County:	Volusia
Station #:	1881
Highway:	Tymber Creek Rd



Year	Traffic (ADT/AADT) Count*	Trend**
2017	14700	14000
2018	11500	12400
2019	10800	11400
2020	10900	10700
2021	10900	10200
2022 Opening Year Trend		
2022	N/A	9800
2023 Mid-Year Trend		
2023	N/A	9400
2024 Design Year Trend		
2024	N/A	9100
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

Trend R-squared:	80.9%
Compounded Annual Historic Growth Rate:	-6.82%
Compounded Growth Rate (2021 to Design Year):	-3.30%
Printed:	17-Aug-22

Decaying Exponential Growth Option

EXHIBIT G
Unsignalized Intersections
Build-out Conditions

LTG Engineering & Planning

HCS Two-Way Stop-Control Report

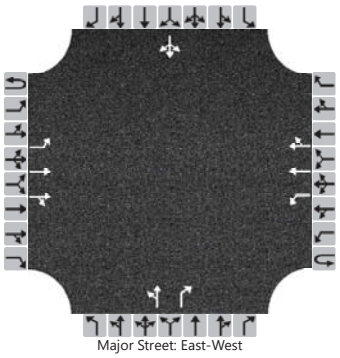
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2024
Time Analyzed	AM BO
Intersection Orientation	East-West
Project Description	5003 TCR Apts

Site Information

Intersection	Church Med Open on SR 40
Jurisdiction	Volusia
East/West Street	SR 40
North/South Street	Church Med Opening
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	TR		L	T	TR		LT		R			LTR	
Volume (veh/h)	0	5	735	67	83	65	400	0		6	0	81		1	0	2
Percent Heavy Vehicles (%)	2	2			2	4				33	2	6		2	2	2
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized										No						
Median Type | Storage	Left + Thru									1						

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1			6.4	4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)		4.14			6.44	4.18				8.16	6.54	7.02		7.54	6.54	6.94
Base Follow-Up Headway (sec)		2.2			2.5	2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.22			2.52	2.24				3.83	4.02	3.36		3.52	4.02	3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		5				156				6		85			3	
Capacity, c (veh/h)		1135				466				153		569			362	
v/c Ratio		0.00				0.33				0.04		0.15			0.01	
95% Queue Length, Q_{95} (veh)		0.0				1.5				0.1		0.5			0.0	
Control Delay (s/veh)		8.2				16.5				29.6		12.4			15.0	
Level of Service (LOS)		A				C				D		B			C	
Approach Delay (s/veh)	0.1				4.5				13.6				15.0			
Approach LOS	A				A				B				C			

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HCS Two-Way Stop-Control Report

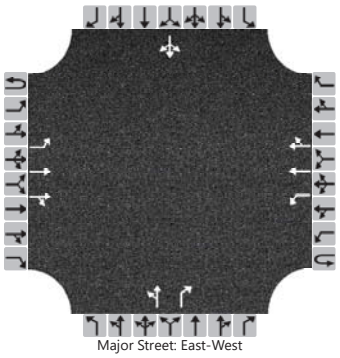
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2024
Time Analyzed	PM Bo
Intersection Orientation	East-West
Project Description	5003 TCR Apts

Site Information

Intersection	Church Med Open on SR 40
Jurisdiction	Volusia
East/West Street	SR 40
North/South Street	Church Median Opening
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	TR		L	T	TR		LT		R			LTR	
Volume (veh/h)	0	3	576	27	41	21	759	2		14	0	37		2	0	4
Percent Heavy Vehicles (%)	2	33			2	2				2	2	6		2	2	2
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized									No							
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1			6.4	4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)		4.76			6.44	4.14				7.54	6.54	7.02		7.54	6.54	6.94
Base Follow-Up Headway (sec)		2.2			2.5	2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.53			2.52	2.22				3.52	4.02	3.36		3.52	4.02	3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		3				67				15		40			6	
Capacity, c (veh/h)		634				615				255		660			353	
v/c Ratio		0.01				0.11				0.06		0.06			0.02	
95% Queue Length, Q_{95} (veh)		0.0				0.4				0.2		0.2			0.1	
Control Delay (s/veh)		10.7				11.6				20.0		10.8			15.4	
Level of Service (LOS)		B				B				C		B			C	
Approach Delay (s/veh)	0.1				0.9				13.3				15.4			
Approach LOS	A				A				B				C			

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HCS Two-Way Stop-Control Report

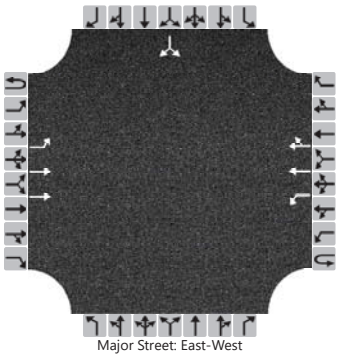
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2024
Time Analyzed	AM BO
Intersection Orientation	East-West
Project Description	5003 TCR

Site Information

Intersection	Monte Savino at SR 40
Jurisdiction	Volusia/FDOT
East/West Street	SR 40
North/South Street	Monte Savino Blvd
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	0	0		0	1	0
Configuration		L	T			L	T	TR							LR	
Volume (veh/h)	0	6	779		0	0	393	7						6		3
Percent Heavy Vehicles (%)	2	20			2	2								2		2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized																
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1								7.5		6.9
Critical Headway (sec)		4.50				4.14								7.54		6.94
Base Follow-Up Headway (sec)		2.2				2.2								3.5		3.3
Follow-Up Headway (sec)		2.40				2.22								3.52		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		6				0									9	
Capacity, c (veh/h)		1016				805									462	
v/c Ratio		0.01				0.00									0.02	
95% Queue Length, Q_{95} (veh)		0.0				0.0									0.1	
Control Delay (s/veh)		8.6				9.5									13.0	
Level of Service (LOS)		A				A									B	
Approach Delay (s/veh)	0.1				0.0								13.0			
Approach LOS	A				A								B			

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HCS Two-Way Stop-Control Report

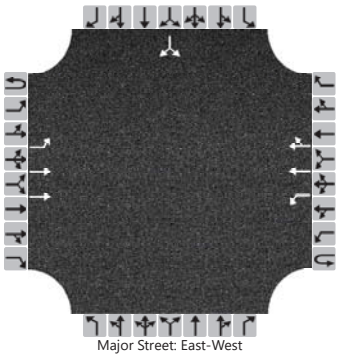
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2024
Time Analyzed	PM Bo
Intersection Orientation	East-West
Project Description	5003 TCR

Site Information

Intersection	Monte Savino at SR 40
Jurisdiction	Volusia/FDOT
East/West Street	SR 40
North/South Street	Monte Savino Blvd
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	0	0		0	1	0
Configuration		L	T			L	T	TR							LR	
Volume (veh/h)	0	6	592		0	0	683	12						7		6
Percent Heavy Vehicles (%)	2	17			2	3								2		20
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1								7.5		6.9
Critical Headway (sec)		4.44				4.16								7.54		7.30
Base Follow-Up Headway (sec)		2.2				2.2								3.5		3.3
Follow-Up Headway (sec)		2.37				2.23								3.52		3.50

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		6				0									14	
Capacity, c (veh/h)		765				936									374	
v/c Ratio		0.01				0.00									0.04	
95% Queue Length, Q_{95} (veh)		0.0				0.0									0.1	
Control Delay (s/veh)		9.7				8.8									15.0	
Level of Service (LOS)		A				A									C	
Approach Delay (s/veh)	0.1				0.0								15.0			
Approach LOS	A				A								C			

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HCS Two-Way Stop-Control Report

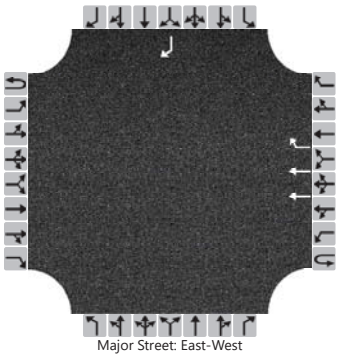
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2024
Time Analyzed	AM BO 2
Intersection Orientation	East-West
Project Description	5003 TCR Apts

Site Information

Intersection	SR 40 at Project Driveway
Jurisdiction	Volusia/FDOT
East/West Street	SR 40
North/South Street	Project Driveway
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	0	0	0	0	2	1		0	0	0		0	0	1
Configuration							T	R								R
Volume (veh/h)							482	28								92
Percent Heavy Vehicles (%)																2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized							No						No			
Median Type | Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)																6.9
Critical Headway (sec)																6.94
Base Follow-Up Headway (sec)																3.3
Follow-Up Headway (sec)																3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)																99
Capacity, c (veh/h)																740
v/c Ratio																0.13
95% Queue Length, Q_{95} (veh)																0.5
Control Delay (s/veh)																10.6
Level of Service (LOS)																B
Approach Delay (s/veh)													10.6			
Approach LOS													B			

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HCS Two-Way Stop-Control Report

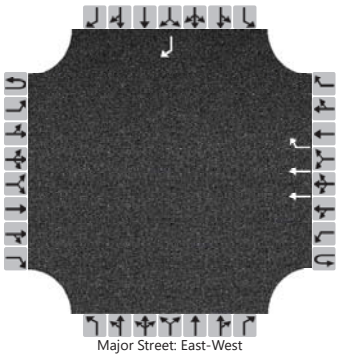
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2024
Time Analyzed	PM BO 2
Intersection Orientation	East-West
Project Description	5003 TCR Apts

Site Information

Intersection	SR 40 at Project Driveway
Jurisdiction	Volusia/FDOT
East/West Street	SR 40
North/South Street	Project Driveway
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	0	0	0	0	2	1		0	0	0		0	0	1
Configuration							T	R								R
Volume (veh/h)							839	71								46
Percent Heavy Vehicles (%)																2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized							No						No			
Median Type | Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)																6.9
Critical Headway (sec)																6.94
Base Follow-Up Headway (sec)																3.3
Follow-Up Headway (sec)																3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)																48
Capacity, c (veh/h)																564
v/c Ratio																0.09
95% Queue Length, Q_{95} (veh)																0.3
Control Delay (s/veh)																12.0
Level of Service (LOS)																B
Approach Delay (s/veh)													12.0			
Approach LOS													B			

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EXHIBIT H
Signalized Intersections
Build-out Conditions
Synchro Summary Sheets

LTG Engineering & Planning



Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	3	50	770	23	70	414	504	15	11	26	704	44
Future Volume (vph)	3	50	770	23	70	414	504	15	11	26	704	44
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		380		0	380		380	185		0	560	
Storage Lanes		1		0	1		1	1		0	2	
Taper Length (ft)		100			60			40			80	
Right Turn on Red				Yes			Yes			Yes		
Link Speed (mph)			50			50			30			45
Link Distance (ft)			1346			2042			1067			1538
Travel Time (s)			18.4			27.8			24.3			23.3
Peak Hour Factor	0.95	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles (%)	2%	7%	3%	11%	7%	2%	3%	33%	33%	19%	2%	11%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	57	853	0	75	445	542	16	40	0	757	47
Turn Type	Prot	Prot	NA		Prot	NA	Perm	Split	NA		Split	NA
Protected Phases	1	1	6		5	2		4	4		3	3
Permitted Phases							2					
Detector Phase	1	1	6		5	2	2	4	4		3	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	16.0		5.0	16.0	16.0	6.0	6.0		6.0	6.0
Minimum Split (s)	15.0	15.0	44.0		15.1	47.0	47.0	20.0	20.0		50.0	50.0
Total Split (s)	18.0	18.0	70.0		20.0	72.0	72.0	20.0	20.0		50.0	50.0
Total Split (%)	11.3%	11.3%	43.8%		12.5%	45.0%	45.0%	12.5%	12.5%		31.3%	31.3%
Yellow Time (s)	5.2	5.2	5.2		6.1	5.1	5.1	3.7	3.7		4.4	4.4
All-Red Time (s)	4.5	4.5	2.0		4.0	2.0	2.0	4.7	4.7		4.2	4.2
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)		9.7	7.2		10.1	7.1	7.1	8.4	8.4		8.6	8.6
Lead/Lag	Lead	Lead	Lag		Lead	Lag	Lag	Lead	Lead		Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes
Recall Mode	None	None	Min		None	C-Min	C-Min	None	None		None	None
Act Effct Green (s)		10.5	64.9		12.2	70.6	70.6	8.8	8.8		42.8	42.8
Actuated g/C Ratio		0.07	0.41		0.08	0.44	0.44	0.06	0.06		0.27	0.27
v/c Ratio		0.52	0.60		0.59	0.29	0.55	0.22	0.40		0.82	0.10
Control Delay		88.1	41.7		88.8	32.5	4.8	78.0	43.3		63.1	43.2
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay		88.1	41.7		88.8	32.5	4.8	78.0	43.3		63.1	43.2
LOS		F	D		F	C	A	E	D		E	D
Approach Delay			44.7			22.4			53.2			56.2
Approach LOS			D			C			D			E
Queue Length 50th (ft)		58	390		76	172	0	16	12		381	37
Queue Length 95th (ft)		#130	476		#167	224	85	43	53		452	71
Internal Link Dist (ft)			1266			1962			987			1458
Turn Bay Length (ft)		380			380		380	185			560	
Base Capacity (vph)		111	1498		130	1643	1018	99	127		947	472
Starvation Cap Reductn		0	0		0	0	0	0	0		0	0
Spillback Cap Reductn		0	0		0	0	0	0	0		0	0
Storage Cap Reductn		0	0		0	0	0	0	0		0	0
Reduced v/c Ratio		0.51	0.57		0.58	0.27	0.53	0.16	0.31		0.80	0.10



Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	78
Future Volume (vph)	78
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	1
Taper Length (ft)	
Right Turn on Red	Yes
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.93
Heavy Vehicles (%)	5%
Shared Lane Traffic (%)	
Lane Group Flow (vph)	84
Turn Type	Perm
Protected Phases	
Permitted Phases	3
Detector Phase	3
Switch Phase	
Minimum Initial (s)	6.0
Minimum Split (s)	50.0
Total Split (s)	50.0
Total Split (%)	31.3%
Yellow Time (s)	4.4
All-Red Time (s)	4.2
Lost Time Adjust (s)	0.0
Total Lost Time (s)	8.6
Lead/Lag	Lag
Lead-Lag Optimize?	Yes
Recall Mode	None
Act Effct Green (s)	42.8
Actuated g/C Ratio	0.27
v/c Ratio	0.16
Control Delay	0.7
Queue Delay	0.0
Total Delay	0.7
LOS	A
Approach Delay	
Approach LOS	
Queue Length 50th (ft)	0
Queue Length 95th (ft)	0
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	534
Starvation Cap Reductn	0
Spillback Cap Reductn	0
Storage Cap Reductn	0
Reduced v/c Ratio	0.16

Intersection Summary	
Area Type:	Other
Cycle Length: 160	
Actuated Cycle Length: 160	
Offset: 11 (7%), Referenced to phase 2:WBT, Start of Yellow	
Natural Cycle: 135	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.82	
Intersection Signal Delay: 40.2	Intersection LOS: D
Intersection Capacity Utilization 74.5%	ICU Level of Service D
Analysis Period (min) 15	

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 42: Tymber Creek Rd & Granada Blvd





Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	7	40	715	17	74	807	328	39	12	25	406	48
Future Volume (vph)	7	40	715	17	74	807	328	39	12	25	406	48
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		380		0	380		380	185		0	560	
Storage Lanes		1		0	1		1	1		0	2	
Taper Length (ft)		100			60			40			80	
Right Turn on Red				Yes			Yes			Yes		
Link Speed (mph)			50			50			30			45
Link Distance (ft)			1346			2009			1067			1538
Travel Time (s)			18.4			27.4			24.3			23.3
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	20%	2%	15%	2%	2%	6%	9%	2%	5%	2%	2%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	49	771	0	78	849	345	41	39	0	427	51
Turn Type	Prot	Prot	NA		Prot	NA	Perm	Split	NA		Split	NA
Protected Phases	1	1	6		5	2		4	4		3	3
Permitted Phases							2					
Detector Phase	1	1	6		5	2	2	4	4		3	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	16.0		5.0	16.0	16.0	6.0	6.0		6.0	6.0
Minimum Split (s)	15.0	15.0	44.0		15.1	47.0	47.0	20.0	20.0		45.0	45.0
Total Split (s)	18.0	18.0	85.0		20.0	87.0	87.0	20.0	20.0		45.0	45.0
Total Split (%)	10.6%	10.6%	50.0%		11.8%	51.2%	51.2%	11.8%	11.8%		26.5%	26.5%
Yellow Time (s)	5.2	5.2	5.2		6.1	5.1	5.1	3.7	3.7		4.4	4.4
All-Red Time (s)	4.5	4.5	2.0		4.0	2.0	2.0	4.7	4.7		4.2	4.2
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)		9.7	7.2		10.1	7.1	7.1	8.4	8.4		8.6	8.6
Lead/Lag	Lead	Lead	Lag		Lead	Lag	Lag	Lead	Lead		Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes
Recall Mode	None	None	Min		None	C-Min	C-Min	None	None		None	None
Act Effct Green (s)		12.1	85.6		14.3	91.8	91.8	10.6	10.6		28.2	28.2
Actuated g/C Ratio		0.07	0.50		0.08	0.54	0.54	0.06	0.06		0.17	0.17
v/c Ratio		0.45	0.44		0.53	0.44	0.35	0.40	0.31		0.75	0.17
Control Delay		87.9	30.4		86.6	28.4	3.7	86.9	40.8		75.7	60.1
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay		87.9	30.4		86.6	28.4	3.7	86.9	40.8		75.7	60.1
LOS		F	C		F	C	A	F	D		E	E
Approach Delay			33.8			25.3			64.4			66.0
Approach LOS			C			C			E			E
Queue Length 50th (ft)		53	293		85	321	0	45	14		237	49
Queue Length 95th (ft)		100	416		143	453	64	87	55		285	89
Internal Link Dist (ft)			1266			1929			987			1458
Turn Bay Length (ft)		380			380		380	185			560	
Base Capacity (vph)		110	1822		149	1956	997	119	142		735	398
Starvation Cap Reductn		0	0		0	0	0	0	0		0	0
Spillback Cap Reductn		0	0		0	0	0	0	0		0	0
Storage Cap Reductn		0	0		0	0	0	0	0		0	0
Reduced v/c Ratio		0.45	0.42		0.52	0.43	0.35	0.34	0.27		0.58	0.13



Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	56
Future Volume (vph)	56
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	1
Taper Length (ft)	
Right Turn on Red	Yes
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.95
Heavy Vehicles (%)	8%
Shared Lane Traffic (%)	
Lane Group Flow (vph)	59
Turn Type	Perm
Protected Phases	
Permitted Phases	3
Detector Phase	3
Switch Phase	
Minimum Initial (s)	6.0
Minimum Split (s)	45.0
Total Split (s)	45.0
Total Split (%)	26.5%
Yellow Time (s)	4.4
All-Red Time (s)	4.2
Lost Time Adjust (s)	0.0
Total Lost Time (s)	8.6
Lead/Lag	Lag
Lead-Lag Optimize?	Yes
Recall Mode	None
Act Effct Green (s)	28.2
Actuated g/C Ratio	0.17
v/c Ratio	0.16
Control Delay	0.9
Queue Delay	0.0
Total Delay	0.9
LOS	A
Approach Delay	
Approach LOS	
Queue Length 50th (ft)	0
Queue Length 95th (ft)	0
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	432
Starvation Cap Reductn	0
Spillback Cap Reductn	0
Storage Cap Reductn	0
Reduced v/c Ratio	0.14

Intersection Summary		
Area Type:	Other	
Cycle Length: 170		
Actuated Cycle Length: 170		
Offset: 40 (24%), Referenced to phase 2:WBT, Start of Yellow		
Natural Cycle: 130		
Control Type: Actuated-Coordinated		
Maximum v/c Ratio: 0.75		
Intersection Signal Delay: 37.1	Intersection LOS: D	
Intersection Capacity Utilization 65.9%	ICU Level of Service C	
Analysis Period (min) 15		

Splits and Phases: 42: Tymber Creek Rd & Granada Blvd

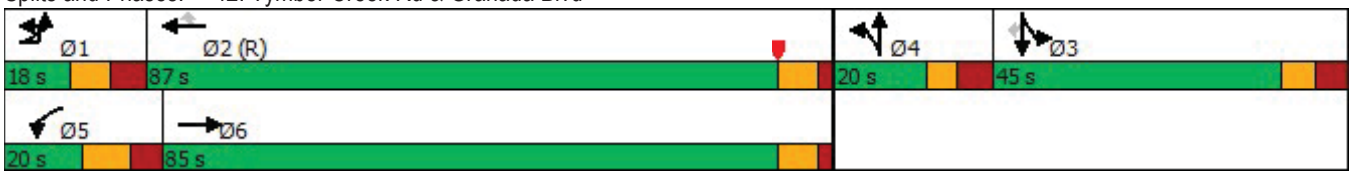


EXHIBIT I
NCHRP 457 Reports

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadw ay
Variable	Value
Major-road speed, mph:	50
Major-road volume (one direction), veh/h:	510
Right-turn volume, veh/h:	28

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	51
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	

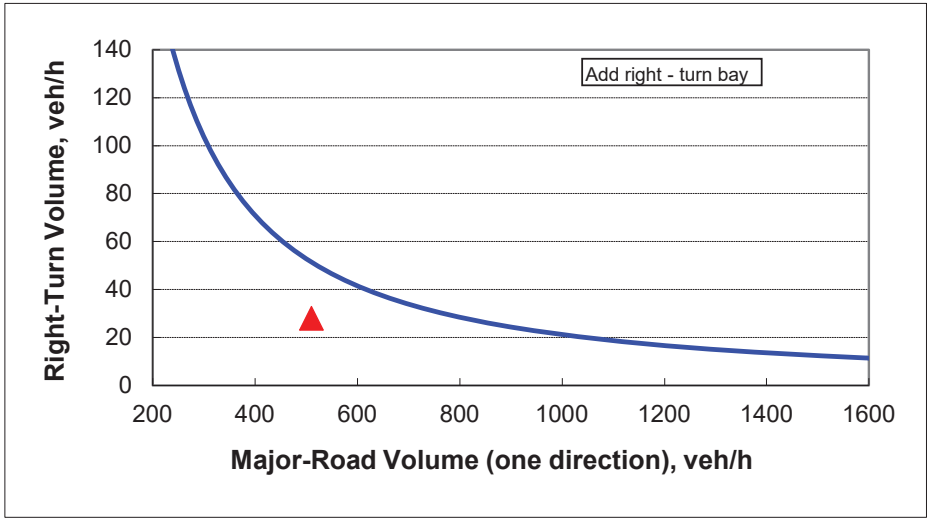


Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

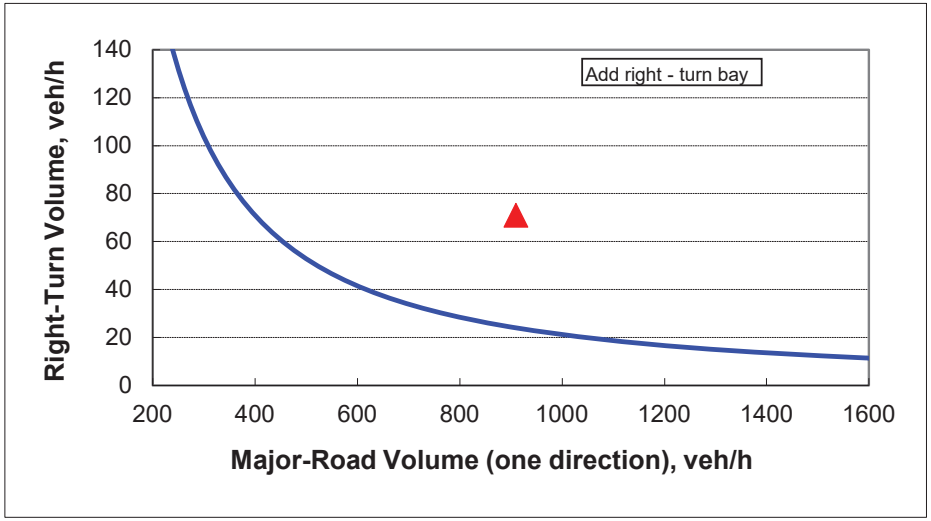
INPUT

Roadway geometry:	4-lane roadw ay

Variable	Value
Major-road speed, mph:	50
Major-road volume (one direction), veh/h:	910
Right-turn volume, veh/h:	71

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	24
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Add right-turn bay.	



PM Peak-Hour Factored Volumes

Intersection	Approach	Mvmn't.	2019 Existing Traffic					2022 Existing Volume				2024 Background Traffic				2024 Build-Out				Peak-Hour Factor
			Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	TMC Volume	Approach Growth Rate	Est. Count	Est. Truck Count	% Heavy Vehicles	AADT Historical Growth: Approach Growth Rate	Background w/o Vested	ted Trip Me: Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	
SR 40/Granada Blvd at Tymber Creek Rd	Eastbound	U-Turn			0%	1.08	0	3.86%	0	0	0%	3.86%	0	0	0	10.3%	in	7	7	0.98
		Left	25	5	20%		27		30	6	20%		32	1	33	13.4%	out	7	40	
		Through	524	8	2%		566		631	10	2%		680	0	680	76.0%	out	35	715	
		Right	13	2	15%		14		16	2	15%		17	0	17	0.3%	out	0	17	
	Westbound	U-Turn			0%		0	3.86%	0	0	0%	1.00%	0	0	0	0.0%	0	0	0	
		Left	60	0	0%		65		72	0	0%		74	0	74	0.0%	0	0	74	
		Through	613	12	2%		662		739	14	2%		753	0	753	76.0%	in	54	807	
		Right	216	12	6%		233		260	14	6%		265	63	328	0.0%	0	0	328	
	Northbound	U-Turn			0%		0	3.86%	0	0	0%	1.00%	0	0	0	0.0%	0	0	0	
		Left	32	3	9%		35		39	4	9%		39	0	39	0.3%	in	0	39	
		Through	10	0	0%		11		12	0	0%		12	0	12	0.0%	0	0	12	
		Right	20	1	5%		22		24	1	5%		25	0	25	0.0%	0	0	25	
	Southbound	U-Turn			0%		0	3.86%	0	0	0%	1.00%	0	0	0	0.0%	0	0	0	
		Left	300	4	1%		324		362	5	1%		369	37	406	0.0%	0	0	406	
		Through	39	0	0%		42		47	0	0%		48	0	48	0.0%	0	0	48	
		Right	37	3	8%		40		45	4	8%		45	1	46	13.4%	in	10	56	

Intersection	Approach	Mvmn't.	2020 Existing Traffic					2022 Existing Volume				2024 Background Traffic				2024 Build-Out				Peak-Hour Factor
			Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	TMC Volume	Approach Growth Rate	Est. Count	Est. Truck Count	% Heavy Vehicles	AADT Historical Growth: Approach Growth Rate	Background w/o Vested	ted Trip Me: Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	
SR 40 at Coquina Presbyterian/Riverbend Community Church	Eastbound	U-Turn			0%	1.00	0	3.86%	0	0	0%	3.86%	0	0	0	0.0%	0	0	0	0.93
		Left	3	1	33%		3		3	1	33%		3	0	3	0.0%	0	0	3	
		Through	490	20	4%		490		528	22	4%		569	0	569	9.3%	in	7	576	
		Right	23	2	9%		23		25	2	9%		27	0	27	0.0%	0	0	27	
	Westbound	U-Turn			0%		0	3.86%	0	0	0%	3.86%	0	0	0	89.7%	out	41	41	
		Left	18	0	0%		18		19	0	0%		21	0	21	1.0%	out	0	21	
		Through	650	14	2%		650		700	15	2%		754	0	754	9.3%	out	5	759	
		Right	2	0	0%		2		2	0	0%		2	0	2	0.0%	0	0	2	
	Northbound	U-Turn			0%		0	2.00%	0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left	13	0	0%		13		14	0	0%		14	0	14	0.0%	0	0	14	
		Through	0	0	0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Right	33	2	6%		33		34	2	6%		36	0	36	1.0%	in	1	37	
	Southbound	U-Turn			0%		0	2.00%	0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left	2	0	0%		2		2	0	0%		2	0	2	0.0%	0	0	2	
		Through	0	0	0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Right	4	0	0%		4		4	0	0%		4	0	4	0.0%	0	0	4	

Intersection	Approach	Mvmn't.	2020 Existing Traffic					2022 Existing Volume				2024 Background Traffic				2024 Build-Out				Peak-Hour Factor
			Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	TMC Volume	Approach Growth Rate	Est. Count	Est. Truck Count	% Heavy Vehicles	AADT Historical Growth: Approach Growth Rate	Background w/o Vested	ted Trip Me: Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	
SR 40 at Monte Savino Blvd	Eastbound	U-Turn			0%	1.00	0	3.86%	0	0	0%	3.86%	0	0	0	0.0%	0	0	0	0.93
		Left	6	1	17%		6		6	1	17%		6	0	6	0.0%	0	0	6	
		Through	543	14	3%		543		585	15	3%		585	0	585	9.3%	in	7	592	
		Right			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
	Westbound	U-Turn			0%		0	3.86%	0	0	0%	3.86%	0	0	0	0.0%	0	0	0	
		Left			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Through	630	14	2%		630		679	15	2%		679	0	679	9.3%	out	4	683	
		Right	11	0	0%		11		12	0	0%		12	0	12	0.0%	0	0	12	
	Northbound	U-Turn			0%		0	2.00%	0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Through			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Right			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
	Southbound	U-Turn			0%		0	2.00%	0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left	7	0	0%		7		7	0	0%		7	0	7	0.0%	0	0	7	
		Through			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Right	5	1	20%		5		5	1	20%		5	0	5	0.0%	0	0	6	

Intersection	Approach	Mvmn't.	Existing Traffic					Existing Volume				2024 Background Traffic				2024 Build-Out				Peak-Hour Factor
			Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	TMC Volume	Approach Growth Rate	Est. Count	Est. Truck Count	% Heavy Vehicles	AADT Historical Growth: Approach Growth Rate	Background w/o Vested	ted Trip Me: Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	
SR 40 at Walgreens Drwy	Eastbound	U-Turn			0%	0.00	0	3.86%	0	0	0%	3.86%	0	0	0			0	0	0.98
		Left			0%		0		0	0	0%		0	0	0			0	0	
		Through			0%		0		0	0	0%		0	0	731			49	780	
		Right			0%		0		0	0	0%		0	0	0			0	0	
	Westbound	U-Turn			0%		0	3.86%	0	0	0%	3.86%	0	0	0	0.0%	0	0	0	
		Left			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Through			0%		0		0	0	0%		0	0	839	0.0%	0	0	839	
		Right			0%		0		0	0	0%		0	0	0	100.0%	in	71	71	
	Northbound	U-Turn			0%		0	2.00%	0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Through			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Right			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
	Southbound	U-Turn			0%		0	2.00%	0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Through			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Right			0%		0		0	0	0%		0	0	0	100.0%	out	46	46	

AM Peak-Hour Factored Volumes

Intersection	Approach	Mvmn't.	2019 Existing Traffic: Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	TMC Volume	2022 Existing Volume: Adjustment Growth Rate	Est. Count	Est. Truck Count	% Heavy Vehicles	2024 Background Traffic: AADT Historical Growth Approach Growth Rate	Background w/o Vested	Vested Trip Traffic	Total Background Volume	2024 Build-Out: % Model Distribution	Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
SR 40/Granada Blvd at Tymber Creek Rd	Eastbound	U-Turn			0%	1.08	0	3.86%	0	0	0%	3.86%	0	0	0	10.3%	in	3	3	0.93
		Left	28	2	7%		30		34	2	7%		36	1	37	13.4%	out	13	50	
		Through	539	15	3%		582		650	18	3%		700	0	700	76.0%	out	70	770	
		Right	18	2	11%		19		22	2	11%		23	0	23	0.3%	out	0	23	
	Westbound	U-Turn			0%		0	3.86%	0	0	0%	1.00%	0	0	0			0	0	
		Left	57	4	7%		62		69	5	7%		70	0	70			0	70	
		Through	320	7	2%		346		386	8	2%		393	0	393	76.0%	in	21	414	
		Right	395	12	3%		427		476	14	3%		486	18	504			0	504	
	Northbound	U-Turn			0%		0	3.86%	0	0	0%	1.00%	0	0	0			0	0	
		Left	12	4	33%		13		14	5	33%		15	0	15	0.3%	in	0	15	
		Through	9	3	33%		10		11	4	33%		11	0	11			0	11	
		Right	21	4	19%		23		25	5	19%		26	0	26			0	26	
	Southbound	U-Turn			0%		0	3.86%	0	0	0%	1.00%	0	0	0			0	0	
		Left	528	6	1%		570		636	7	1%		649	55	704			0	704	
		Through	36	4	11%		39		43	5	11%		44	0	44			0	44	
		Right	59	3	5%		64		71	4	5%		73	1	74	13.4%	in	4	78	

Intersection	Approach	Mvmn't.	2020 Existing Traffic: Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	TMC Volume	2022 Existing Volume: Adjustment Growth Rate	Est. Count	Est. Truck Count	% Heavy Vehicles	2024 Background Traffic: AADT Historical Growth Approach Growth Rate	Background w/o Vested	Vested Trip Traffic	Total Background Volume	2024 Build-Out: % Model Distribution	Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
SR 40 at Coquina Presbyterian/Riverbend Community Church	Eastbound	U-Turn			0%	1.00	0	3.86%	0	0	0%	3.86%	0	0	0			0	0	0.95
		Left	4	0	0%		4		4	0	0%		5	0	5			0	5	
		Through	631	40	6%		631		680	43	6%		732	0	732	9.3%	in	3	735	
		Right	24	0	0%		24		26	0	0%		28	39	67			0	67	
	Westbound	U-Turn			0%		0	3.86%	0	0	0%	3.86%	0	0	0	89.7%	out	83	83	
		Left	23	1	4%		23		25	1	4%		27	38	65	1.0%	out	0	65	
		Through	337	37	11%		337		363	40	11%		391	0	391	9.3%	out	9	400	
		Right	0	0	0%		0		0	0	0%		0	0	0			0	0	
	Northbound	U-Turn			0%		0	3.86%	0	0	0%	2.00%	0	0	0			0	0	
		Left	3	1	33%		3		3	1	33%		3	3	6			0	6	
		Through	0	0	0%		0		0	0	0%		0	0	0			0	0	
		Right	35	2	6%		35		38	2	6%		39	42	81	1.0%	in	0	81	
	Southbound	U-Turn			0%		0	3.86%	0	0	0%	2.00%	0	0	0			0	0	
		Left	1	0	0%		1		1	0	0%		1	0	1			0	1	
		Through	0	0	0%		0		0	0	0%		0	0	0			0	0	
		Right	2	0	0%		2		2	0	0%		2	0	2			0	2	

Intersection	Approach	Mvmn't.	2020 Existing Traffic: Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	TMC Volume	2022 Existing Volume: Adjustment Growth Rate	Est. Count	Est. Truck Count	% Heavy Vehicles	2024 Background Traffic: AADT Historical Growth Approach Growth Rate	Background w/o Vested	Vested Trip Traffic	Total Background Volume	2024 Build-Out: % Model Distribution	Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
SR 40 at Monte Savino Blvd	Eastbound	U-Turn			0%	1.00	0	3.86%	0	0	0%	3.86%	0	0	0			0	0	0.96
		Left	5	1	20%		5		5	1	20%		6	0	6			0	6	
		Through	669	42	6%		669		721	45	6%		776	0	776	9.3%	in	3	779	
		Right			0%		0		0	0	0%		0	0	0			0	0	
	Westbound	U-Turn			0%		0	3.86%	0	0	0%	3.86%	0	0	0			0	0	
		Left			0%		0		0	0	0%		0	0	0			0	0	
		Through	331	31	9%		331		357	33	9%		384	0	384	9.3%	out	9	393	
		Right	6	0	0%		6		6	0	0%		7	0	7			0	7	
	Northbound	U-Turn			0%		0	3.86%	0	0	0%	2.00%	0	0	0			0	0	
		Left			0%		0		0	0	0%		0	0	0			0	0	
		Through			0%		0		0	0	0%		0	0	0			0	0	
		Right			0%		0		0	0	0%		0	0	0			0	0	
	Southbound	U-Turn			0%		0	3.86%	0	0	0%	2.00%	0	0	0			0	0	
		Left	5	0	0%		5		5	0	0%		6	0	6			0	6	
		Through			0%		0		0	0	0%		0	0	0			0	0	
		Right	3	0	0%		3		3	0	0%		3	0	3			0	3	

Intersection	Approach	Mvmn't.	Existing Traffic: Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	TMC Volume	Existing Volume: Approach Growth Rate	Est. Count	Est. Truck Count	% Heavy Vehicles	2024 Background Traffic: AADT Historical Growth Approach Growth Rate	Background w/o Vested	Vested Trip Traffic	Total Background Volume	2024 Build-Out: % Model Distribution	Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
SR 40 at Walgreens Drwy	Eastbound	U-Turn			0%	0.00	0	3.86%	0	0	0%	3.86%	0	0	0			0	0	0.93
		Left			0%		0		0	0	0%		0	0	0			0	0	
		Through			0%		0		0	0	0%		0	0	760			86	846	
		Right			0%		0		0	0	0%		0	0	0			0	0	
	Westbound	U-Turn			0%		0	3.86%	0	0	0%	3.86%	0	0	0			0	0	
		Left			0%		0		0	0	0%		0	0	0			0	0	
		Through			0%		0		0	0	0%		0	0	482			0	482	
		Right			0%		0		0	0	0%		0	0	0	100.0%	in	28	28	
	Northbound	U-Turn			0%		0	2.00%	0	0	0%	2.00%	0	0	0			0	0	
		Left			0%		0		0	0	0%		0	0	0			0	0	
		Through			0%		0		0	0	0%		0	0	0			0	0	
		Right			0%		0		0	0	0%		0	0	0			0	0	
	Southbound	U-Turn			0%		0	2.00%	0	0	0%	2.00%	0	0	0			0	0	
		Left			0%		0		0	0	0%		0	0	0			0	0	
		Through			0%		0		0	0	0%		0	0	0			0	0	
		Right			0%		0		0	0	0%		0	0	0	100.0%	out	92	92	

LTG Engineering & Planning

Via Email: (thomas.russ@dot.state.fl.us)

Ref: 5003.03

TECHNICAL MEMORANDUM

To: Thomas Russ, FDOT D5 Contracts/Permits Coordinator

From: George A. Galan, P.E.

Subject: Tymber Creek Apartments – Access Analysis

Date: October 1, 2021

INTRODUCTION

LTG, Inc. (LTG) has been retained by Tellus Partners to prepare an Access Analysis for the proposed Tymber Creek Apartments, consisting of 300 mid-rise multifamily dwelling units and a 90,000 square-foot (sq.ft.) commercial development, located in the northwest quadrant of the Granada Boulevard (SR 40) and Tymber Creek Road in the City of Ormond Beach, Florida. Figure 1 graphically depicts the location of the study area within the surrounding network. Build-out is anticipated by year 2023. Access to the development will be provided via one right-in/right-out driveway along SR 40, approximately 300 ft. west of the SR 40/Tymber Creek Road intersection. This driveway will be shared with the existing Walgreens development, which is currently served by its own driveway that will be closed upon construction of the new driveway. The reconfigured driveway plan is attached as Exhibit A.

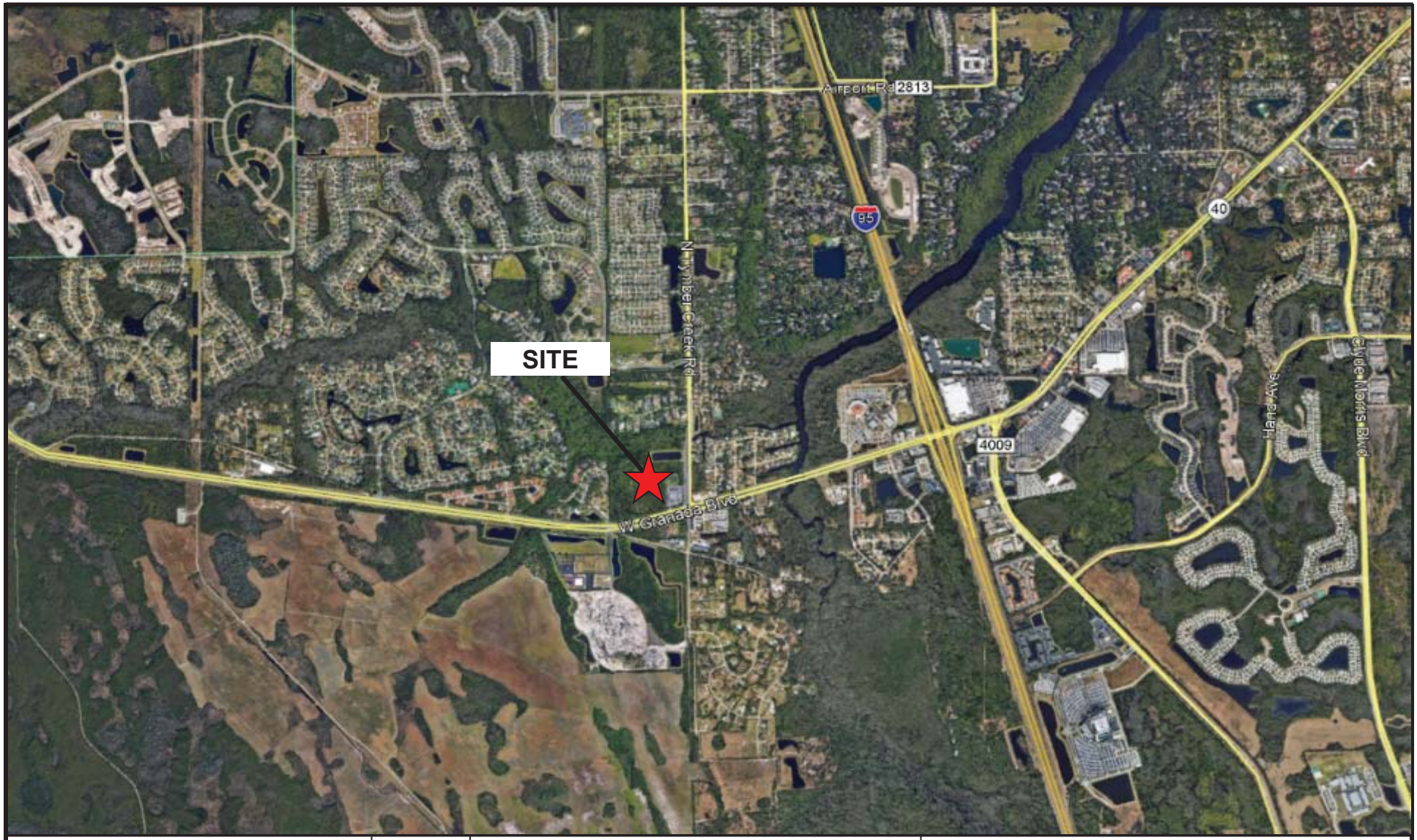
This analysis is subsequent to approval of an October 2020 Traffic Impact Analysis (TIA) also prepared by LTG for Tymber Creek Apartments, which reflected a full project access on Tymber Creek Road and a right-in/right-out access via the existing Walgreens Driveway on SR 40. The intent of this memorandum is to evaluate the adequacy of existing turn-lane lengths at SR 40 at Coquina Presbyterian Church Driveway to the west and the intersection of SR 40/Tymber Creek Road to the east where project trips will make U-turn maneuvers. The analyses in this report will reflect 2023 build-out future conditions only (see October 2020 TIA for analyses of existing conditions).

Study Area

The study area includes the following two intersections that will accommodate U-turn maneuvers from project trips:

Intersections

- SR 40 at Coquina Presbyterian Church Driveway
- SR 40 at Tymber Creek Road



Tymber Creek Apartments	N NTS	**Location Map**	LTG Engineering & Planning
		Project No.: 5003.03 / Figure: 1	1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

2023 BUILD-OUT FUTURE ROADWAY ANALYSIS

The following documents the procedures used to determine the future traffic.

2023 Background Growth

Based on methodology outlined in the October 2020 TIA, background traffic growth was projected using a growth rate of two percent per year.

Project Trip Generation

The net external trip generation for the development was determined using the trip generation rates published by the Institute of Transportation Engineers (ITE) in the document *Trip Generation Manual, 10th Edition* , and procedures outlined in the National Cooperative Highway Research Program (NCHRP) Report 684 worksheet and the ITE Trip Generation Handbook, 3rd Edition. The net external trip generation, as included in the October 2020 TIA, is shown in Table 1 below.

Table 1
Net Trip Generation
Tymber Creek Apartments

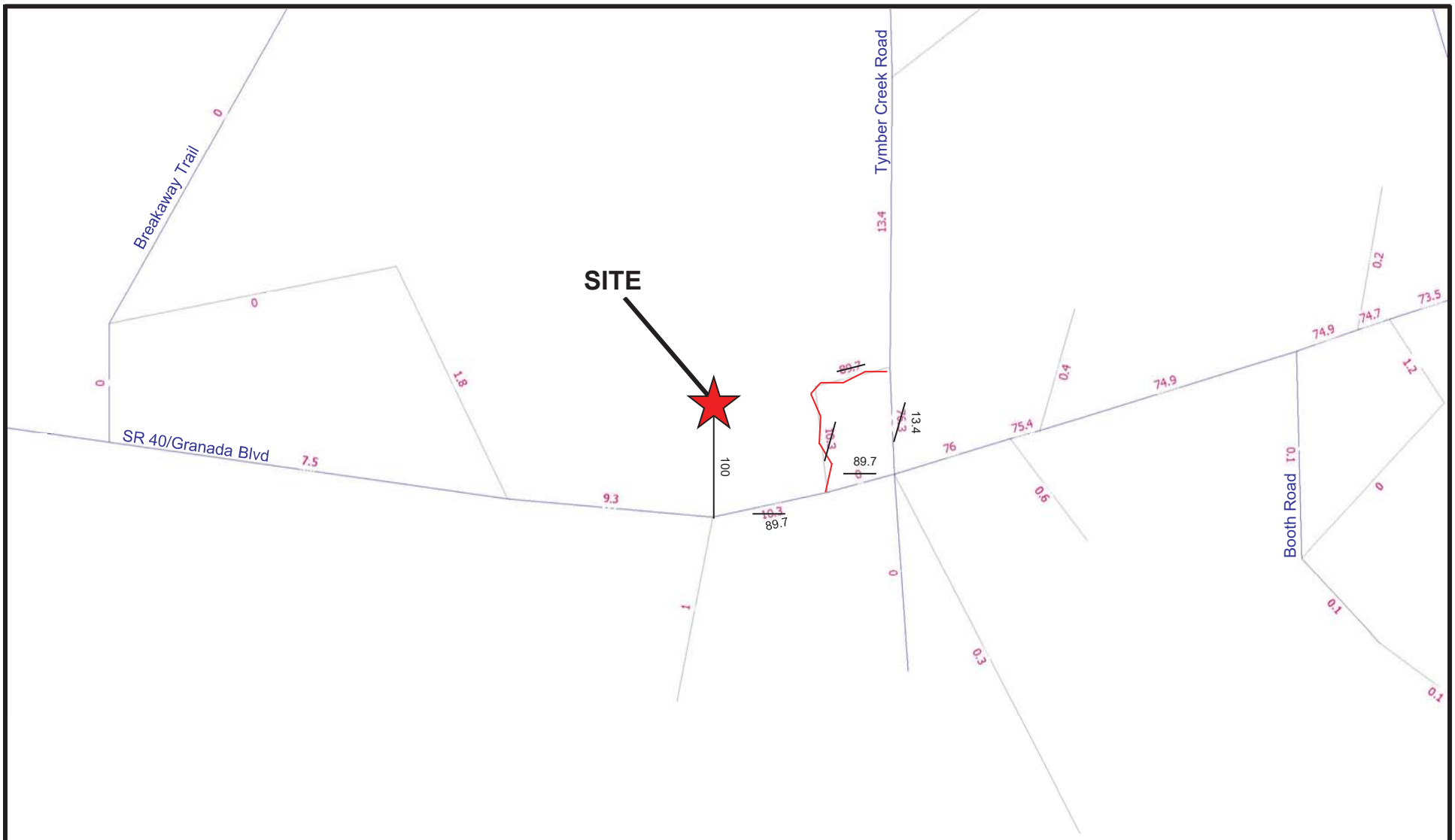
Time Period	Land Use	Total Trips			Internal Capture Trips			Pass-by Capture Trips			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
A.M. Peak-Hour	Mid-Rise Multifamily	28	80	108	1	1	2	0	0	0	27	79	106
	Shopping Center	122	75	197	1	1	2	0	0	0	121	74	195
Totals:		**150**	**155**	**305**	**2**	**2**	**4**	**0**	**0**	**0**	**148**	**153**	**300**
Time Period	**Land Use**	**Total Trips**			**Internal Capture Trips**			**Pass-by Capture Trips**			**New External Trips**		
		Enter	**Exit**	**Total**	**Enter**	**Exit**	**Total**	**Enter**	**Exit**	**Total**	**Enter**	**Exit**	**Total**
P.M. Peak-Hour	Mid-Rise Multifamily	81	51	132	37	21	57	0	0	0	44	30	74
	Shopping Center	241	262	503	21	37	59	74	77	151	146	148	294
Totals:		**322**	**313**	**635**	**58**	**58**	**116**	**74**	**77**	**151**	**190**	**178**	**368**

Project Trip Distribution & Trip Assignment

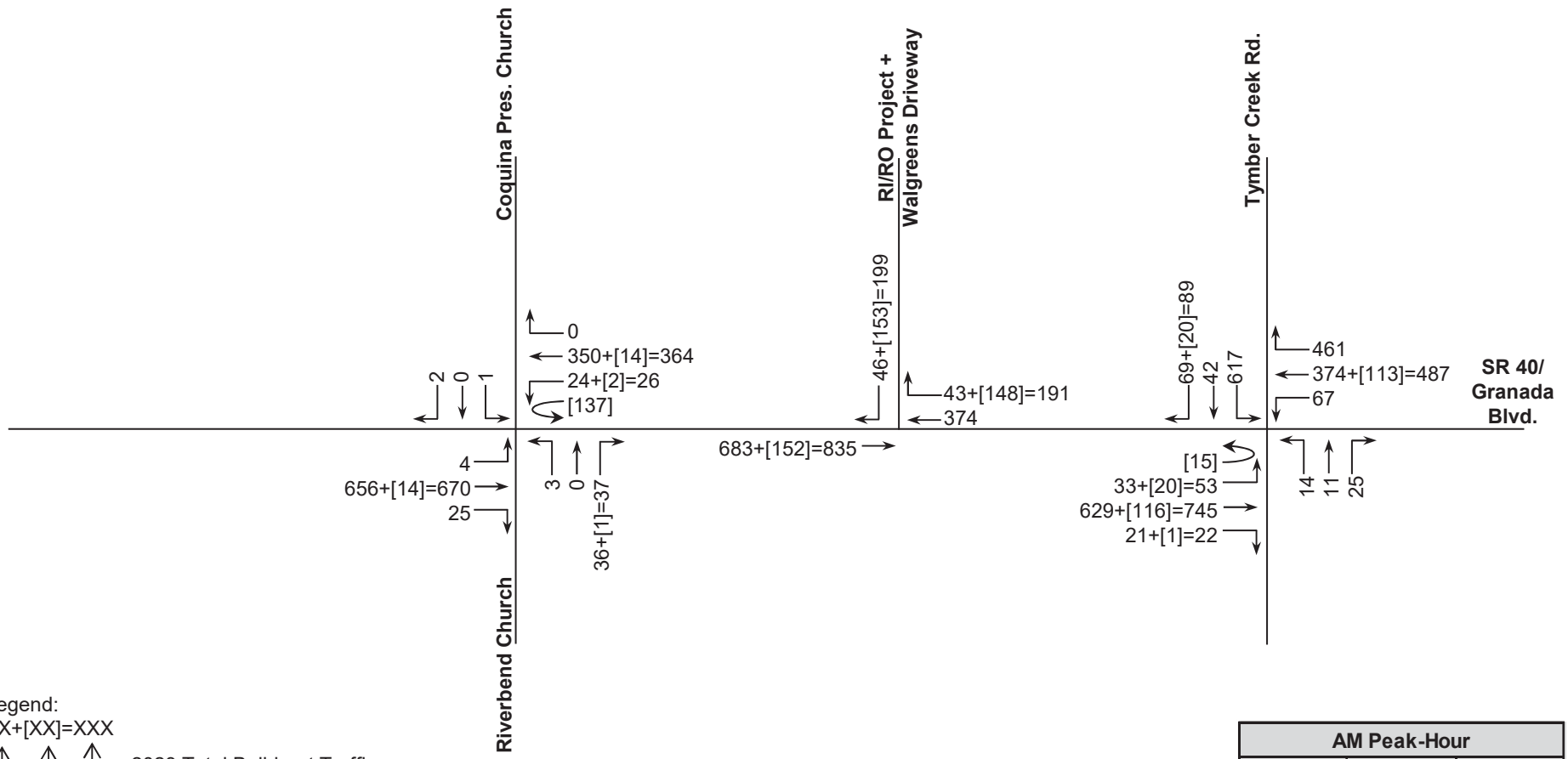
The original project distribution, which was determined using the Central Florida Regional Planning Model, version 6.1 (CFRPM) was obtained from the October 2020 TIA. Manual modifications were made to the model output to account for the modified access being proposed. The manually modified distribution is shown in Figure 2.

Trip Assignment

Using the trip distribution, the a.m. and p.m. peak-hour project trips were assigned to the study area intersections. Figures 3A and 3B graphically depict the 2023 background traffic, peak-hour project trips, and resulting 2023 build-out traffic during the a.m. and p.m. peak-hours. The existing turning movement counts for these intersections are included in Exhibit B.



Tymber Creek Apartments	N NTS	**Project Distribution**		LTG Engineering & Planning
		Project No.: 5003.03	Figure: 2	1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Legend:
XX+[XX]=XXX
- 2023 Total Build-out Traffic
- Project Trips
- 2023 Background Traffic

AM Peak-Hour		
Enter	Exit	Total
148	153	301

Tymber Creek Apartments

N

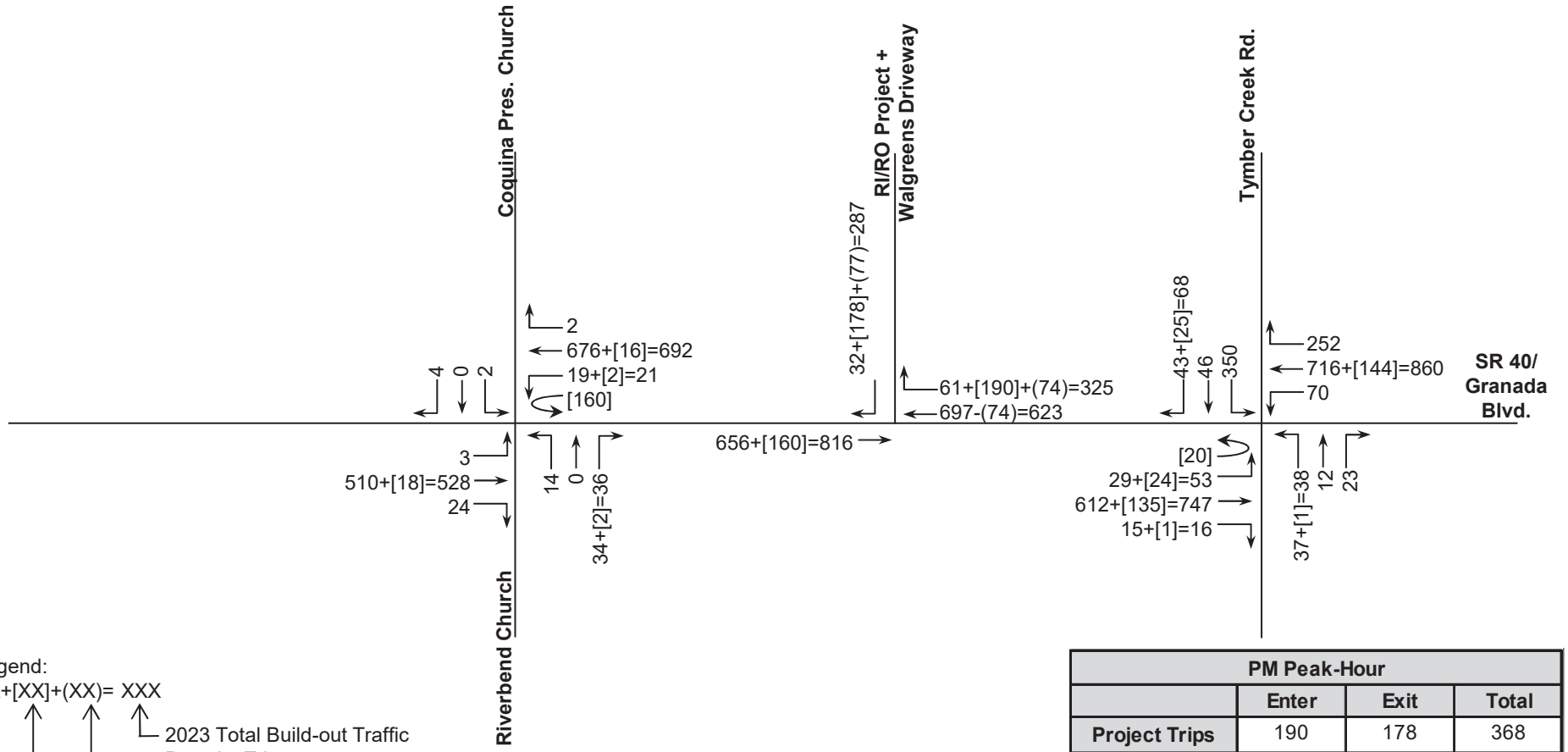
NTS

2023 A.M. Peak-Hour Build-Out Volumes

Project No.: 5003.03

Figure: 3A

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Legend:
XX+[XX]+(XX)= XXX
- 2023 Total Build-out Traffic
- Pass-by Trips
- Project Trips
- 2023 Background Traffic

PM Peak-Hour			
	Enter	Exit	Total
Project Trips	190	178	368
Pass-by	74	77	151
Total	264	255	519

Tymber Creek Apartments

N

NTS

2023 P.M. Peak-Hour Build-Out Volumes

Project No.: 5003.03

Figure: 3B

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Unsignalized Intersection Analysis – Build-Out

The operating conditions at the unsignalized intersection was analyzed using the Highway Capacity Software, Version 7.9.5 (HCS). This software utilizes the procedures outlined in Chapter 20 of the Highway Capacity Manual (6th Edition) titled, "Two-Way Stop-Controlled Intersections". Table 2 shows the 2023 build-out level of service (LOS) at the study area intersection. The HCS summary sheets are attached as Exhibit C. As indicated in Table 2, the unsignalized intersection is anticipated to operate within the adopted LOS at build-out.

Table 2
2023 Build-Out A.M. and P.M. Peak-Hour LOS – Unsignalized Intersection
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Critical Approach	Delay	LOS	Critical Approach	Delay	LOS
SR 40 at Coquina Presbyterian Church Dr.	D	SB	14.4	B	SB	19.2	C

Signalized Intersections Analysis – Build-Out

The operating conditions at the signalized intersection was analyzed using *Synchro 10*, which utilizes the procedures outlined in Chapter 19 of the *Highway Capacity Manual 6th Edition*, titled "Signalized Intersections". Table 3 shows the 2023 build-out LOS and volume to capacity ratios (v/c) at the signalized intersection. The Synchro summary sheets are provided in Exhibit D. As indicated in Table 3, the signalized intersection is anticipated to operate within the adopted LOS at build-out.

Table 3
2023 Build-Out A.M. and P.M. Peak-Hour LOS – Signalized Intersection
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 40 at Tymber Creek Rd.	D	42.7	D	No	35.5	D	No

SITE ACCESS & QUEUE LENGTH ANALYSIS

SR 40 adjacent to the proposed development driveway is a four-lane divided urban arterial with a posted speed limit of 50 miles per hour (mph).

Under existing conditions, a westbound left-turn lane is provided at SR 40 at Coquina Presbyterian Church Driveway and an eastbound left-turn lane is in place at SR 40 at Tymber Creek Road. These existing turn lanes were evaluated against the anticipated build-out queue demand based on the 95th percentile queues obtained from the p.m. peak-hour intersection analyses. It should be noted that the HCS signalized intersection results for the a.m. peak-hour reflect timings that have been optimized within the 160 second cycle length currently in use.

The queue length needs, and provisions are summarized in Table 4 below. As indicated in Table 4 , the storage provided under existing conditions is adequate to serve projected future demand at SR 40 at Coquina Presbyterian Church Drive and deficient by approximately five ft. at SR 40 at Tymber Creek Road. Therefore, it is recommended that the eastbound let-turn lane at SR 40/Tymber Creek Road be extended by 25 ft. (one standard vehicle length).

Table 4
Turn Lane Length
Tymber Creek Apartments

Intersection	Turn Lane	95th Percentile Queue Length (ft.)	No. of Vehicles	Storage Needed (ft.)	Required Deceleration (ft.)*	Total Turn-Lane Length Needed	Total Turn-Lane Length Provided (ft.)*	Lane Length Deficiency (ft.)
SR 40/Coquina Presbyterian Church Dr.	WB left	50	2	50	350	400	790	0
SR 40/Tymber Creek Road	EB left	141	6	150	350	500	495	5

**Includes 50-ft. taper*

CONCLUSION

The intent of this traffic assessment is to evaluate the adequacy of existing turn-lane lengths at SR 40 at Coquina Presbyterian Church Driveway to the west and the intersection of SR 40/Tymber Creek Road to the east where project trips will make U-turn maneuvers. The results of these analyses are summarized below:

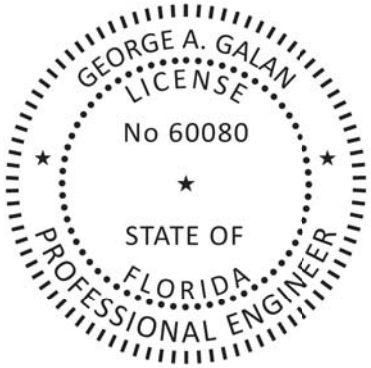
- Under build-out conditions, the unsignalized intersection of SR 40 at Coquina Presbyterian Church Driveway will continue to operate with the adopted LOS.
- Under build-out conditions, the signalized intersection of SR 40 at Tymber Creek Road will continue to operate within the adopted LOS.
- The build-out intersection analyses results indicate a 95th percentile queue demand of two vehicles for the westbound left-turn lane at SR 40/Coquina Presbyterian Church Driveway and six vehicles for the eastbound left-turn lane at SR 40/Tymber Creek Road. The storage provided under existing conditions is adequate to serve projected future demand at SR 40 at Coquina Presbyterian Church Drive and deficient by approximately five ft. at SR 40 at Tymber Creek Road. Therefore, it is recommended that the eastbound let-turn lane at SR 40/Tymber Creek Road be extended by 25 ft. (one standard vehicle length).

Attachments:

Exhibit A- Preliminary Site Plan
Exhibit B- Existing Turning Movement Counts
Exhibit C- Unsignalized Intersection HCS Printouts – Build-out Conditions
Exhibit D- Signalized Intersection Synchro Worksheets – Build-out Conditions

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I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.



Prepared by:
LTG, Inc.
1450 W. Granada Blvd, Suite 2
Ormond Beach, FL 32174
Registration Number 9227
386/257-2571

EXHIBIT A

Site Plan

GRAPHIC SCALE
1"=20'

STRIPING KEYNOTES: (PER FDOT INDEX No. 711-001, ONLY THERMOPLASTIC IN R/W)

1. 6" SOLID WHITE LINE
2. 24" WHITE STOP BAR
3. WHITE DIRECTIONAL ARROW
4. STANDARD CROSSWALK
5. 6" WHITE SKIP LINE (2' - 4')
6. 18" WHITE LINE @ 45° SPACED 20' ON CENTER
7. 24" DETECTABLE WARNING MAT (PER FDOT INDEX No. 522-002)
8. 6" SOLID DOUBLE YELLOW LINE
9. WHITE DIRECTIONAL ARROW, WHITE HELMETED BICYCLIST SYMBOL PER FDOT INDEX No. 711-002

SEE SHEET No. 45 FOR FDOT INDEX No. 711-001

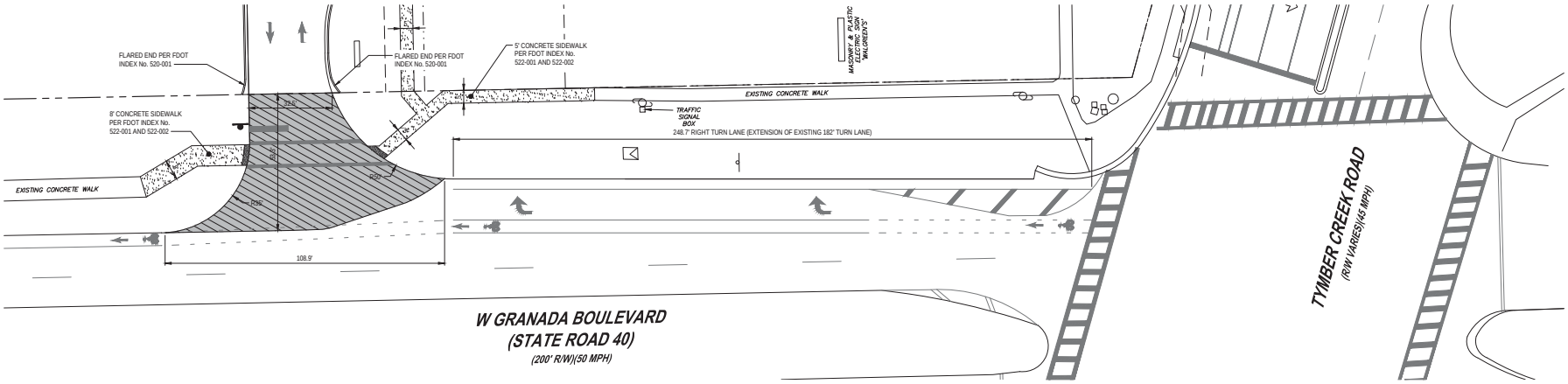
NOTE:
1. RPM'S SHALL BE PROVIDED FOR ALL CONSTRUCTION WITH PUBLIC RIGHTS-OF-WAY OF ALL THOROUGHFARES AND SHALL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD INDEX No. 706-001.
2. ALL STRIPING WITHIN PUBLIC RIGHT OF WAY SHALL BE THERMOPLASTIC AND INSTALLED IN ACCORDANCE TO FDOT INDEX No. 711-001.

FDOT GENERAL NOTES:

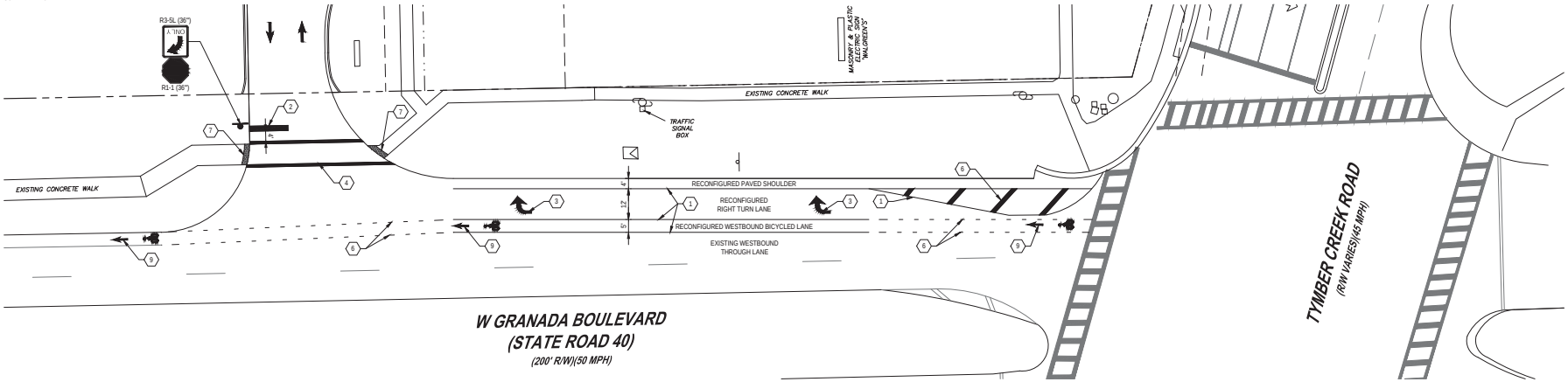
1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON (ON SITE).
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK WITH IN THE FDOT R/W.
3. ALL WORK PERFORMED WITH IN THE FDOT R/W SHALL BE IN ACCORDANCE WITH THE 2019 EDITION OF THE FDOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2017 EDITION OF THE FDOT UTILITY ACCOMMODATION MANUAL AND FDOT STANDARD PLANS FY 2019-20.
4. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY THE CONSTRUCTION OF THIS PROJECT.
5. ANY TEST RESULTS TAKEN DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE DEPARTMENT UPON REQUEST.
6. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT TO NEAREST JOINT IN GOOD CONDITION, SO A CONNECTION THAT IS FREE OF CRACKS, DEFORMITIES OR VOIDS & IRREGULARITIES ARE NOT DEFECTIVE.
7. ALL STRIPING WITHIN THE FDOT RIGHT-OF-WAY SHALL BE PREFORMED THERMOPLASTIC.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED INSIDE FDOT R/W SHALL BE ON THE QUALIFIED PRODUCTS LIST OR APPROVED PRODUCTS LIST.
10. ALL CONSTRUCTION SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
11. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC AND BARRICADE PLAN TO THE ENGINEER FOR APPROVAL WITH THE BID. INCLUDE THE MOT PLAN AT THE PRECONSTRUCTION MEETING.
12. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND THE FDOT INSPECTOR NOTIFIED FOR APPROVAL.
13. ALL BARRICADES AND POSTED SIGNAGE SHALL REMAIN IN PLACE UNTIL PAVING WORK IS COMPLETE. ALL BARRICADES SHALL BE VERIFIED IN PLACE BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
14. SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA.
15. THE CONTRACTOR SHALL ENSURE THAT ALL SIDEWALKS AND CROSSWALKS CONFORM TO THE CURRENT REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT (ADA).
16. ALL SIGNS AND PAVEMENT MARKINGS THAT ARE REMOVED OR DAMAGED BY CONSTRUCTION ACTIVITIES RELATED TO THIS PROJECT ARE TO BE REPLACED TO THEIR PRECONSTRUCTION CONDITIONS.
17. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO FDOT STANDARD INDEX No. 711-001.
18. IN THE EVENT PERMANENT VEHICLE DETECTION IS DISRUPTED, PROVIDE AN ALTERNATIVE MEANS OF DETECTION TO ALL LANES APPROACHING THE INTERSECTION, SEPARATING EACH MOVEMENT WHICH PREVIOUSLY HAD DETECTION. THE TYPE OF DETECTOR SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. EQUIPMENT SHALL ONLY DETECT THE INTENDED MOVEMENT.
19. THERE SHALL BE NO SR 44 LANE CLOSURES DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
20. THERE SHALL BE NO WORK WITHIN THE VICINITY OF THE SIGNALIZED INTERSECTION DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
21. CONTRACTOR TO PROVIDE TEMPORARY VIDEO DETECTION FOR SIGNAL WHILE LOOPS ARE DISTURBED DURING MILLING AND RESURFACING.

PAVING LEGEND (STATE ROAD 40)

S.R. 40 ASPHALT PAVEMENT (TURN LANE) (SN = X.XX)		3/4" FC-5 OPEN GRADED FRICTION COURSE 2" SP-12.5 TL-C ASPHALT (FDOT SPECS) 8" RECYCLED CONCRETE AGGREGATE, LBR 150 12" STABILIZED SUB-GRADE (LBR-40) (SEE DETAIL, SHEET XX)
S.R. 40 STABILIZED SHOULDER		12" STABILIZED SUB-GRADE (LBR-40)
CONCRETE SIDEWALK		CONCRETE SIDEWALK PER FDOT INDEX No. 522-001
SOD		BAHIA SOD (SEE DETAIL, SHEET No. X)



S.R. 40 LAYOUT AND PAVEMENT PLAN
SCALE: 1" = 20'



S.R. 40 GEOMETRY, STRIPING AND SIGNAGE PLAN
SCALE: 1" = 20'

REVISIONS

DATE	DESCRIPTION
6/9/20	CITY COMMENTS
9/17/20	COUNTY COMMENTS
11/18/20	COUNTY COMMENTS
12/14/20	COUNTY COMMENTS
3/3/21	CITY COMMENTS

1230 North I-(S), Suite 3
Ormond Beach, FL 32174
Phone (386) 872- 7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001084
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

S.R. 40 RIGHT TURN LANE
RIGHT-OF-WAY IMPROVEMENTS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK LICENSED PROFESSIONAL ENGINEER NO. 62971 STATE OF FLORIDA
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	JUNE 2020
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER
13.1

EXHIBIT B

Existing Turning Movement Counts

DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019

Groups Printed- Automobiles - Commercial

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
07:00 AM	78	9	10	0	97	9	55	72	0	136	2	5	7	0	14	6	114	1	0	121	368
07:15 AM	101	10	9	0	120	15	63	83	0	161	2	2	5	0	9	5	137	4	0	146	436
07:30 AM	144	8	11	0	163	16	77	104	0	197	4	1	7	0	12	10	158	5	0	173	545
07:45 AM	135	10	17	0	162	18	66	108	0	192	3	2	5	0	10	6	120	3	0	129	493
Total	458	37	47	0	542	58	261	367	0	686	11	10	24	0	45	27	529	13	0	569	1842
08:00 AM	126	9	17	0	152	12	80	100	0	192	2	3	2	0	7	4	140	4	0	148	499
08:15 AM	123	9	14	0	146	11	97	83	0	191	3	3	7	0	13	8	121	6	0	135	485
08:30 AM	107	7	13	0	127	18	80	69	0	167	4	4	7	0	15	7	111	2	0	120	429
08:45 AM	112	9	11	0	132	10	66	56	0	132	6	3	6	0	15	7	101	3	0	111	390
Total	468	34	55	0	557	51	323	308	0	682	15	13	22	0	50	26	473	15	0	514	1803
04:00 PM	45	6	10	0	61	11	145	73	0	229	7	3	10	0	20	10	119	3	0	132	442
04:15 PM	64	4	11	0	79	16	165	67	0	248	4	1	4	0	9	5	134	4	0	143	479
04:30 PM	76	9	9	0	94	18	126	46	0	190	9	1	6	0	16	6	152	4	0	162	462
04:45 PM	82	11	9	0	102	16	154	56	0	226	10	3	5	0	18	8	108	3	0	119	465
Total	267	30	39	0	336	61	590	242	0	893	30	8	25	0	63	29	513	14	0	556	1848
05:00 PM	78	15	8	0	101	10	168	47	0	225	9	5	5	0	19	6	130	2	0	138	483
05:15 PM	63	13	9	0	85	16	156	83	0	255	4	2	8	0	14	5	111	4	0	120	474
05:30 PM	58	10	10	0	78	18	146	80	0	244	8	2	6	0	16	6	117	3	0	126	464
05:45 PM	46	9	8	0	63	16	138	86	0	240	9	1	4	0	14	6	88	2	0	96	413
Total	245	47	35	0	327	60	608	296	0	964	30	10	23	0	63	23	446	11	0	480	1834
Grand Total	1438	148	176	0	1762	230	1782	1213	0	3225	86	41	94	0	221	105	1961	53	0	2119	7327
Apprch %	81.6	8.4	10	0		7.1	55.3	37.6	0		38.9	18.6	42.5	0		5	92.5	2.5	0		
Total %	19.6	2	2.4	0	24	3.1	24.3	16.6	0	44	1.2	0.6	1.3	0	3	1.4	26.8	0.7	0	28.9	

DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 2

Groups Printed- Automobiles - Commercial

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
Automobiles	1422	141	164	0	1727	223	1743	1167	0	3133	74	34	81	0	189	91	1917	44	0	2052	7101
% Automobiles	98.9	95.3	93.2	0	98	97	97.8	96.2	0	97.1	86	82.9	86.2	0	85.5	86.7	97.8	83	0	96.8	96.9
Commercial	16	7	12	0	35	7	39	46	0	92	12	7	13	0	32	14	44	9	0	67	226
% Commercial	1.1	4.7	6.8	0	2	3	2.2	3.8	0	2.9	14	17.1	13.8	0	14.5	13.3	2.2	17	0	3.2	3.1

DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

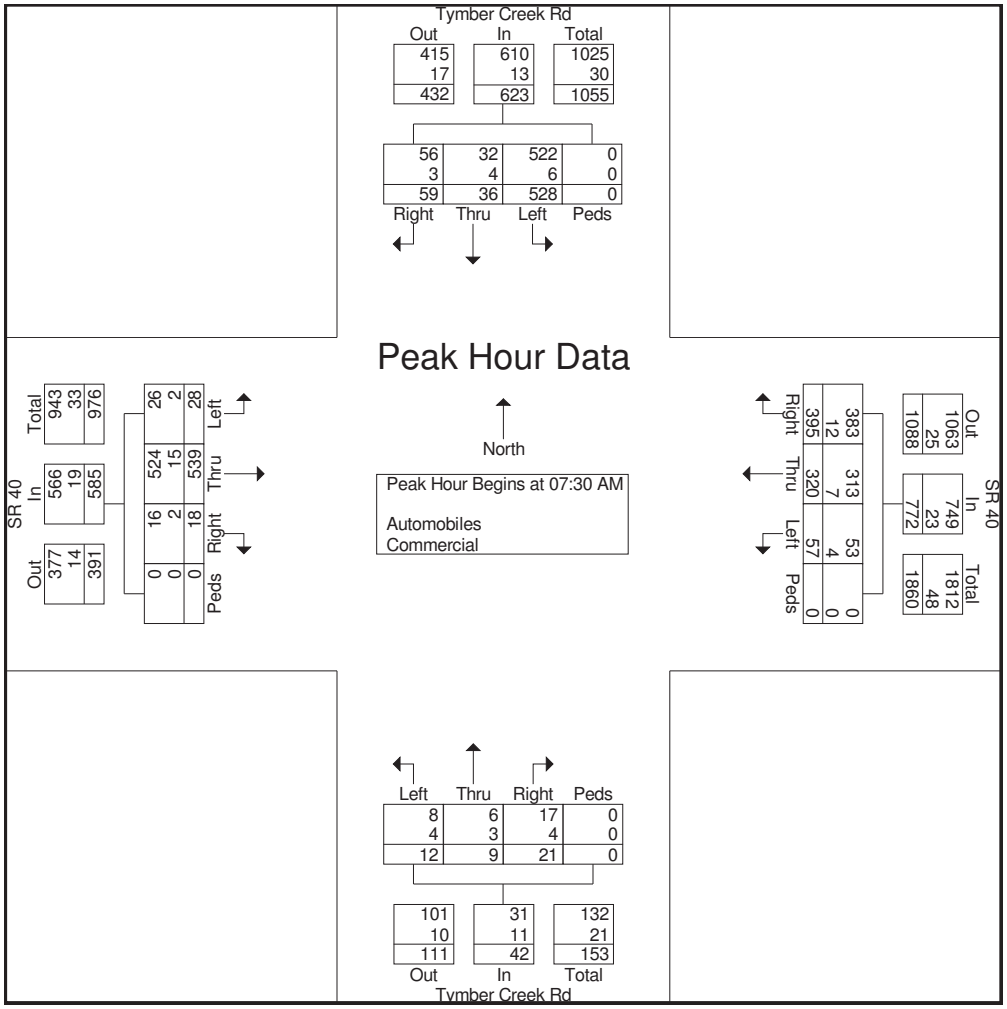
File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 3

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:30 AM																					
07:30 AM	144	8	11	0	163	16	77	104	0	197	4	1	7	0	12	10	158	5	0	173	545
07:45 AM	135	10	17	0	162	18	66	108	0	192	3	2	5	0	10	6	120	3	0	129	493
08:00 AM	126	9	17	0	152	12	80	100	0	192	2	3	2	0	7	4	140	4	0	148	499
08:15 AM	123	9	14	0	146	11	97	83	0	191	3	3	7	0	13	8	121	6	0	135	485
Total Volume	528	36	59	0	623	57	320	395	0	772	12	9	21	0	42	28	539	18	0	585	2022
% App. Total	84.8	5.8	9.5	0		7.4	41.5	51.2	0		28.6	21.4	50	0		4.8	92.1	3.1	0		
PHF	.917	.900	.868	.000	.956	.792	.825	.914	.000	.980	.750	.750	.750	.000	.808	.700	.853	.750	.000	.845	.928
Automobiles	522	32	56	0	610	53	313	383	0	749	8	6	17	0	31	26	524	16	0	566	1956
% Automobiles	98.9	88.9	94.9	0	97.9	93.0	97.8	97.0	0	97.0	66.7	66.7	81.0	0	73.8	92.9	97.2	88.9	0	96.8	96.7
Commercial	6	4	3	0	13	4	7	12	0	23	4	3	4	0	11	2	15	2	0	19	66
% Commercial	1.1	11.1	5.1	0	2.1	7.0	2.2	3.0	0	3.0	33.3	33.3	19.0	0	26.2	7.1	2.8	11.1	0	3.2	3.3

DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 4



DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

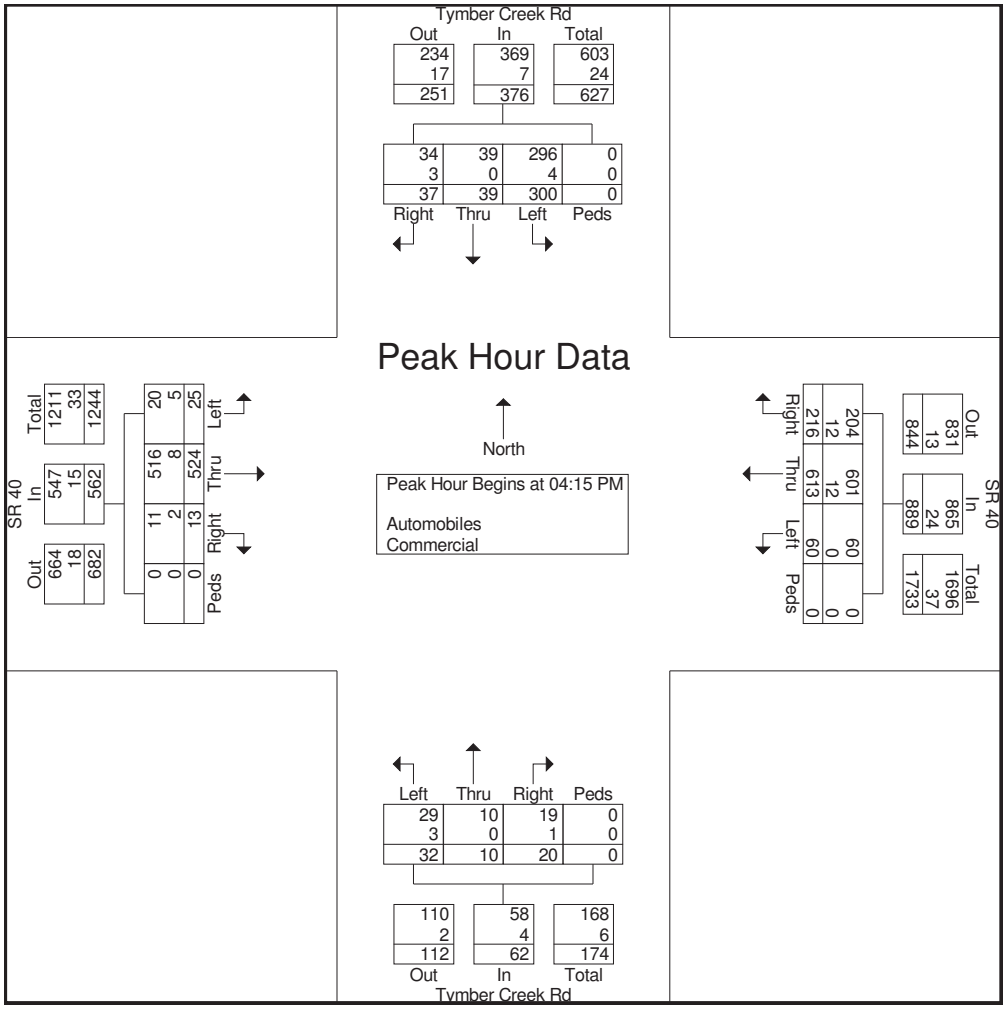
File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 5

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:15 PM																					
04:15 PM	64	4	11	0	79	16	165	67	0	248	4	1	4	0	9	5	134	4	0	143	479
04:30 PM	76	9	9	0	94	18	126	46	0	190	9	1	6	0	16	6	152	4	0	162	462
04:45 PM	82	11	9	0	102	16	154	56	0	226	10	3	5	0	18	8	108	3	0	119	465
05:00 PM	78	15	8	0	101	10	168	47	0	225	9	5	5	0	19	6	130	2	0	138	483
Total Volume	300	39	37	0	376	60	613	216	0	889	32	10	20	0	62	25	524	13	0	562	1889
% App. Total	79.8	10.4	9.8	0		6.7	69	24.3	0		51.6	16.1	32.3	0		4.4	93.2	2.3	0		
PHF	.915	.650	.841	.000	.922	.833	.912	.806	.000	.896	.800	.500	.833	.000	.816	.781	.862	.813	.000	.867	.978
Automobiles	296	39	34	0	369	60	601	204	0	865	29	10	19	0	58	20	516	11	0	547	1839
% Automobiles	98.7	100	91.9	0	98.1	100	98.0	94.4	0	97.3	90.6	100	95.0	0	93.5	80.0	98.5	84.6	0	97.3	97.4
Commercial	4	0	3	0	7	0	12	12	0	24	3	0	1	0	4	5	8	2	0	15	50
% Commercial	1.3	0	8.1	0	1.9	0	2.0	5.6	0	2.7	9.4	0	5.0	0	6.5	20.0	1.5	15.4	0	2.7	2.6

DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 6



DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 Tymber at SR 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 7

Groups Printed- Peds

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
08:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1
04:45 PM	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
Total	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
05:15 PM	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1	3
05:30 PM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
05:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
Total	0	0	0	1	1	0	0	0	2	2	0	0	0	0	0	0	0	0	3	3	6
Grand Total	0	0	0	2	2	0	0	0	3	3	0	0	0	1	1	0	0	0	3	3	9
Apprch %	0	0	0	100		0	0	0	100		0	0	0	100		0	0	0	100		
Total %	0	0	0	22.2	22.2	0	0	0	33.3	33.3	0	0	0	11.1	11.1	0	0	0	33.3	33.3	

DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 1

Groups Printed- Automobiles - Commercial

	Riverbend Southbound				SR 40 Westbound				RiverBend Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	0	0	2	59	0	61	0	0	1	1	0	142	4	146	208
07:15 AM	0	0	0	0	1	55	0	56	0	0	3	3	0	158	9	167	226
07:30 AM	0	0	1	1	5	69	0	74	0	0	5	5	0	149	9	158	238
07:45 AM	0	0	0	0	7	81	0	88	1	0	8	9	1	170	11	182	279
Total	0	0	1	1	15	264	0	279	1	0	17	18	1	619	33	653	951
08:00 AM	1	0	0	1	6	82	0	88	0	0	10	10	0	155	6	161	260
08:15 AM	0	0	2	2	7	85	0	92	1	0	7	8	1	164	3	168	270
08:30 AM	0	0	0	0	3	89	0	92	1	0	10	11	2	142	4	148	251
08:45 AM	0	0	0	0	2	83	0	85	0	0	10	10	3	125	2	130	225
Total	1	0	2	3	18	339	0	357	2	0	37	39	6	586	15	607	1006
04:00 PM	0	0	0	0	2	140	1	143	3	0	9	12	0	139	3	142	297
04:15 PM	0	0	0	0	3	145	0	148	2	0	9	11	1	132	2	135	294
04:30 PM	0	0	0	0	4	138	0	142	2	0	8	10	1	144	1	146	298
04:45 PM	1	0	2	3	6	169	0	175	3	0	7	10	0	143	2	145	333
Total	1	0	2	3	15	592	1	608	10	0	33	43	2	558	8	568	1222
05:00 PM	0	0	1	1	5	147	1	153	4	0	9	13	0	133	6	139	306
05:15 PM	1	0	0	1	4	160	0	164	5	0	9	14	1	111	5	117	296
05:30 PM	0	0	1	1	3	174	1	178	1	0	8	9	2	103	10	115	303
05:45 PM	0	0	0	0	2	144	0	146	2	0	8	10	0	100	3	103	259
Total	1	0	2	3	14	625	2	641	12	0	34	46	3	447	24	474	1164
Grand Total	3	0	7	10	62	1820	3	1885	25	0	121	146	12	2210	80	2302	4343
Apprch %	30	0	70		3.3	96.6	0.2		17.1	0	82.9		0.5	96	3.5		
Total %	0.1	0	0.2	0.2	1.4	41.9	0.1	43.4	0.6	0	2.8	3.4	0.3	50.9	1.8	53	
Automobiles	3	0	7	10	58	1730	3	1791	24	0	117	141	11	2106	74	2191	4133
% Automobiles	100	0	100	100	93.5	95.1	100	95	96	0	96.7	96.6	91.7	95.3	92.5	95.2	95.2
Commercial	0	0	0	0	4	90	0	94	1	0	4	5	1	104	6	111	210
% Commercial	0	0	0	0	6.5	4.9	0	5	4	0	3.3	3.4	8.3	4.7	7.5	4.8	4.8

DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

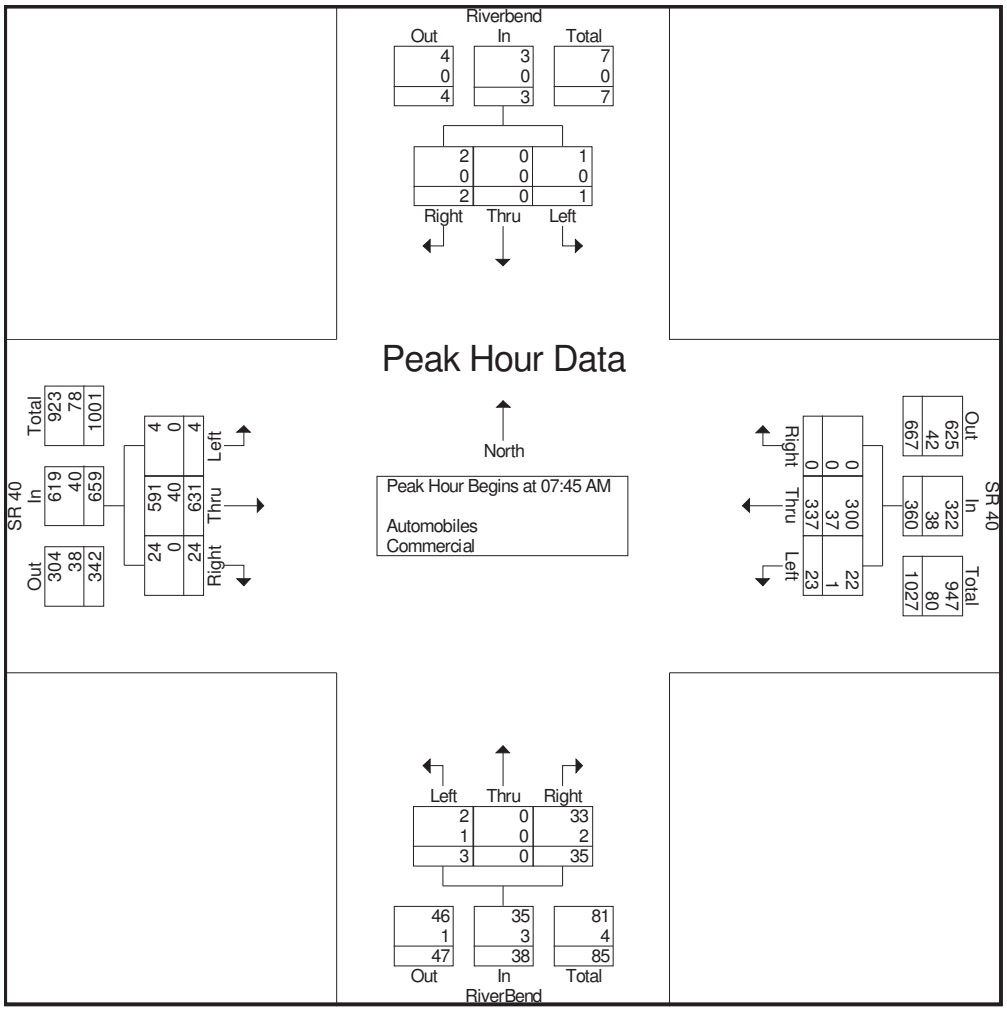
File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 2

	Riverbend Southbound				SR 40 Westbound				RiverBend Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	0	0	0	0	7	81	0	88	1	0	8	9	1	170	11	182	279
08:00 AM	1	0	0	1	6	82	0	88	0	0	10	10	0	155	6	161	260
08:15 AM	0	0	2	2	7	85	0	92	1	0	7	8	1	164	3	168	270
08:30 AM	0	0	0	0	3	89	0	92	1	0	10	11	2	142	4	148	251
Total Volume	1	0	2	3	23	337	0	360	3	0	35	38	4	631	24	659	1060
% App. Total	33.3	0	66.7		6.4	93.6	0		7.9	0	92.1		0.6	95.8	3.6		
PHF	.250	.000	.250	.375	.821	.947	.000	.978	.750	.000	.875	.864	.500	.928	.545	.905	.950
Automobiles	1	0	2	3	22	300	0	322	2	0	33	35	4	591	24	619	979
% Automobiles	100	0	100	100	95.7	89.0	0	89.4	66.7	0	94.3	92.1	100	93.7	100	93.9	92.4
Commercial	0	0	0	0	1	37	0	38	1	0	2	3	0	40	0	40	81
% Commercial	0	0	0	0	4.3	11.0	0	10.6	33.3	0	5.7	7.9	0	6.3	0	6.1	7.6

DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 3



DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 4

	Riverbend Southbound				SR 40 Westbound				RiverBend Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	1	0	2	3	6	169	0	175	3	0	7	10	0	143	2	145	333
05:00 PM	0	0	1	1	5	147	1	153	4	0	9	13	0	133	6	139	306
05:15 PM	1	0	0	1	4	160	0	164	5	0	9	14	1	111	5	117	296
05:30 PM	0	0	1	1	3	174	1	178	1	0	8	9	2	103	10	115	303
Total Volume	2	0	4	6	18	650	2	670	13	0	33	46	3	490	23	516	1238
% App. Total	33.3	0	66.7		2.7	97	0.3		28.3	0	71.7		0.6	95	4.5		
PHF	.500	.000	.500	.500	.750	.934	.500	.941	.650	.000	.917	.821	.375	.857	.575	.890	.929
Automobiles	2	0	4	6	18	636	2	656	13	0	31	44	2	470	21	493	1199
% Automobiles	100	0	100	100	100	97.8	100	97.9	100	0	93.9	95.7	66.7	95.9	91.3	95.5	96.8
Commercial	0	0	0	0	0	14	0	14	0	0	2	2	1	20	2	23	39
% Commercial	0	0	0	0	0	2.2	0	2.1	0	0	6.1	4.3	33.3	4.1	8.7	4.5	3.2

DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 5

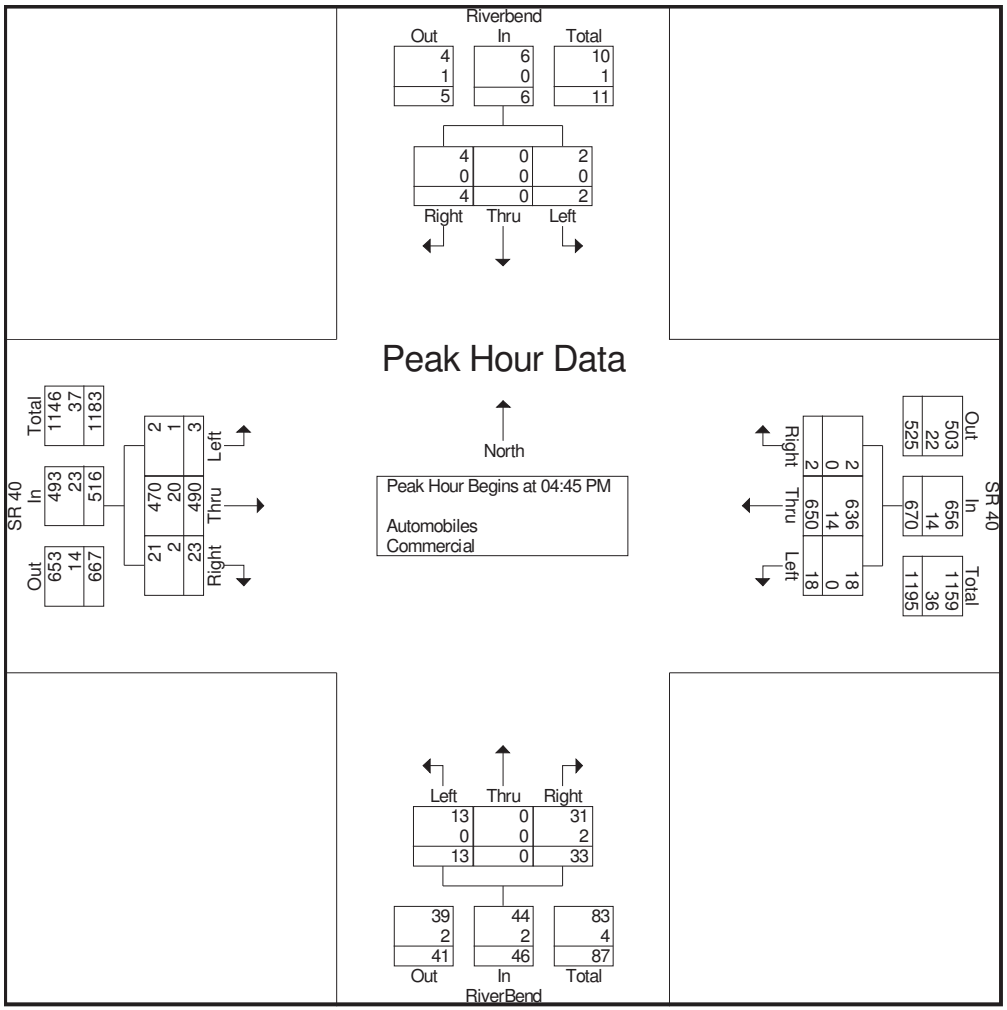


EXHIBIT C

Unsignalized Intersection HCS Print-Outs – 2023 Build-Out

HCS7 Two-Way Stop-Control Report

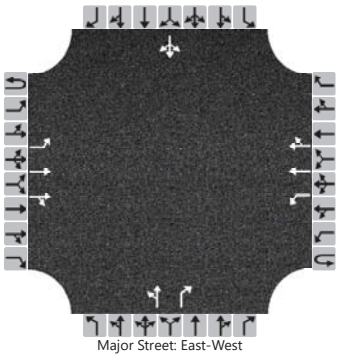
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	5/8/2021
Analysis Year	2023
Time Analyzed	AM BO 1
Intersection Orientation	East-West
Project Description	5003 TCR Apts

Site Information

Intersection	Church Med Open on SR 40
Jurisdiction	Volusia
East/West Street	SR 40
North/South Street	Church Med Opening
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	TR		L	T	TR		LT		R			LTR	
Volume (veh/h)	0	4	670	25	137	26	364	0		3	0	37		1	0	2
Percent Heavy Vehicles (%)	2	2			2	4				33	2	6		2	2	2
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized									No							
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1			6.4	4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)		4.14			6.44	4.18				8.16	6.54	7.02		7.54	6.54	6.94
Base Follow-Up Headway (sec)		2.2			2.5	2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.22			2.52	2.24				3.83	4.02	3.36		3.52	4.02	3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		4				172				3		39			3	
Capacity, c (veh/h)		1172				499				167		620			390	
v/c Ratio		0.00				0.34				0.02		0.06			0.01	
95% Queue Length, Q_{95} (veh)		0.0				1.5				0.1		0.2			0.0	
Control Delay (s/veh)		8.1				16.0				27.0		11.2			14.3	
Level of Service (LOS)		A				C				D		B			B	
Approach Delay (s/veh)	0.0				4.9				12.4				14.3			
Approach LOS									B				B			

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HCS7 Two-Way Stop-Control Report

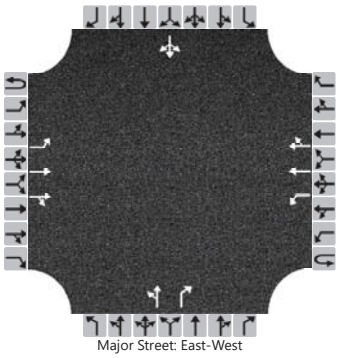
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	5/8/2021
Analysis Year	2023
Time Analyzed	PM BO 1
Intersection Orientation	East-West
Project Description	5003 TCR Apts

Site Information

Intersection	Church Med Open on SR 40
Jurisdiction	Volusia
East/West Street	SR 40
North/South Street	Church Median Opening
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	TR		L	T	TR		LT		R			LTR	
Volume (veh/h)	0	3	528	24	160	21	692	2		14	0	36		2	0	4
Percent Heavy Vehicles (%)	2	33			2	2				2	2	6		2	2	2
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized										No						
Median Type | Storage		Left + Thru								1						

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1			6.4	4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)		4.76			6.44	4.14				7.54	6.54	7.02		7.54	6.54	6.94
Base Follow-Up Headway (sec)		2.2			2.5	2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.53			2.52	2.22				3.52	4.02	3.36		3.52	4.02	3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		3				195				15		39			6	
Capacity, c (veh/h)		682				599				176		688			261	
v/c Ratio		0.00				0.33				0.09		0.06			0.02	
95% Queue Length, Q_{95} (veh)		0.0				1.4				0.3		0.2			0.1	
Control Delay (s/veh)		10.3				13.9				27.3		10.5			19.1	
Level of Service (LOS)		B				B				D		B			C	
Approach Delay (s/veh)		0.1				2.9				15.2				19.1		
Approach LOS										C				C		

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EXHIBIT D

Signalized Intersection HCS Print-Outs – 2023 Build-Out

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	15	53	745	22	67	487	461	14	11	25	617	42
Future Volume (vph)	15	53	745	22	67	487	461	14	11	25	617	42
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		380		0	380		380	185		0	560	
Storage Lanes		1		0	1		1	1		0	2	
Taper Length (ft)		100			60			40			80	
Lane Util. Factor	0.95	1.00	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00
Frt			0.996				0.850		0.896			
Flt Protected		0.950			0.950			0.950			0.950	
Satd. Flow (prot)	0	1704	3483	0	1687	3539	1568	1357	1381	0	3433	1712
Flt Permitted		0.950			0.950			0.950			0.950	
Satd. Flow (perm)	0	1704	3483	0	1687	3539	1568	1357	1381	0	3433	1712
Right Turn on Red				Yes			Yes			Yes		
Satd. Flow (RTOR)			2				496		27			
Link Speed (mph)			50			50			30			45
Link Distance (ft)			1346			2834			1067			2648
Travel Time (s)			18.4			38.6			24.3			40.1
Peak Hour Factor	0.95	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles (%)	2%	7%	3%	11%	7%	2%	3%	33%	33%	19%	2%	11%
Adj. Flow (vph)	16	57	801	24	72	524	496	15	12	27	663	45
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	73	825	0	72	524	496	15	39	0	663	45
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	R NA	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left
Median Width(ft)			36			36			24			36
Link Offset(ft)			0			0			0			0
Crosswalk Width(ft)			16			16			16			16
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	9	15		9	15		9	15		9	15	
Number of Detectors	1	1	2		1	2	1	1	2		1	2
Detector Template	Left	Left	Thru		Left	Thru	Right	Left	Thru		Left	Thru
Leading Detector (ft)	20	20	100		20	100	20	20	100		20	100
Trailing Detector (ft)	0	0	0		0	0	0	0	0		0	0
Detector 1 Position(ft)	0	0	0		0	0	0	0	0		0	0
Detector 1 Size(ft)	20	20	6		20	6	20	20	6		20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 2 Position(ft)			94			94			94			94
Detector 2 Size(ft)			6			6			6			6
Detector 2 Type			Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex
Detector 2 Channel												
Detector 2 Extend (s)			0.0			0.0			0.0			0.0
Turn Type	Prot	Prot	NA		Prot	NA	Perm	Split	NA		Split	NA
Protected Phases	1	1	6		5	2		4	4		3	3



Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	89
Future Volume (vph)	89
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	1
Taper Length (ft)	
Lane Util. Factor	1.00
Frt	0.850
Flt Protected	
Satd. Flow (prot)	1538
Flt Permitted	
Satd. Flow (perm)	1538
Right Turn on Red	Yes
Satd. Flow (RTOR)	155
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.93
Heavy Vehicles (%)	5%
Adj. Flow (vph)	96
Shared Lane Traffic (%)	
Lane Group Flow (vph)	96
Enter Blocked Intersection	No
Lane Alignment	Right
Median Width(ft)	
Link Offset(ft)	
Crosswalk Width(ft)	
Two way Left Turn Lane	
Headway Factor	1.00
Turning Speed (mph)	9
Number of Detectors	1
Detector Template	Right
Leading Detector (ft)	20
Trailing Detector (ft)	0
Detector 1 Position(ft)	0
Detector 1 Size(ft)	20
Detector 1 Type	Cl+Ex
Detector 1 Channel	
Detector 1 Extend (s)	0.0
Detector 1 Queue (s)	0.0
Detector 1 Delay (s)	0.0
Detector 2 Position(ft)	
Detector 2 Size(ft)	
Detector 2 Type	
Detector 2 Channel	
Detector 2 Extend (s)	
Turn Type	Perm
Protected Phases	



Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Permitted Phases							2					
Detector Phase	1	1	6		5	2	2	4	4		3	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	16.0		4.9	16.0	16.0	6.0	6.0		6.0	6.0
Minimum Split (s)	15.0	15.0	44.0		15.0	47.0	47.0	20.0	20.0		50.0	50.0
Total Split (s)	23.0	23.0	63.0		23.0	63.0	63.0	20.0	20.0		54.0	54.0
Total Split (%)	14.4%	14.4%	39.4%		14.4%	39.4%	39.4%	12.5%	12.5%		33.8%	33.8%
Maximum Green (s)	13.3	13.3	55.8		12.9	55.9	55.9	11.6	11.6		45.4	45.4
Yellow Time (s)	5.2	5.2	5.2		6.1	5.1	5.1	3.7	3.7		4.4	4.4
All-Red Time (s)	4.5	4.5	2.0		4.0	2.0	2.0	4.7	4.7		4.2	4.2
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)		9.7	7.2		10.1	7.1	7.1	8.4	8.4		8.6	8.6
Lead/Lag	Lead	Lead	Lag		Lead	Lag	Lag	Lead	Lead		Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes
Vehicle Extension (s)	4.0	4.0	4.0		4.0	4.0	4.0	4.0	4.0		4.0	4.0
Recall Mode	None	None	Min		None	C-Min	C-Min	None	None		None	None
Walk Time (s)			7.0			7.0	7.0					
Flash Dont Walk (s)			29.0			32.0	32.0					
Pedestrian Calls (#/hr)			0			0	0					
Act Effct Green (s)		12.2	68.9		12.1	69.3	69.3	8.7	8.7		38.9	38.9
Actuated g/C Ratio		0.08	0.43		0.08	0.43	0.43	0.05	0.05		0.24	0.24
v/c Ratio		0.56	0.55		0.57	0.34	0.52	0.20	0.39		0.79	0.11
Control Delay		87.7	38.2		83.8	38.4	10.9	77.6	43.9		64.0	45.5
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay		87.7	38.2		83.8	38.4	10.9	77.6	43.9		64.0	45.5
LOS		F	D		F	D	B	E	D		E	D
Approach Delay			42.2			28.9			53.2			55.5
Approach LOS			D			C			D			E
90th %ile Green (s)	13.3	13.3	54.9		12.9	55.0	55.0	12.2	12.2		45.7	45.7
90th %ile Term Code	Max	Max	Coord		Max	Coord	Coord	Gap	Gap		Max	Max
70th %ile Green (s)	15.1	15.1	58.1		15.0	58.5	58.5	9.7	9.7		42.9	42.9
70th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Gap	Gap		Gap	Gap
50th %ile Green (s)	13.1	13.1	65.0		13.1	65.5	65.5	8.2	8.2		39.4	39.4
50th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Gap	Gap		Gap	Gap
30th %ile Green (s)	11.2	11.2	71.7		11.2	72.2	72.2	7.0	7.0		35.8	35.8
30th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Gap	Gap		Gap	Gap
10th %ile Green (s)	8.4	8.4	95.0		8.3	95.4	95.4	0.0	0.0		30.8	30.8
10th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Skip	Skip		Gap	Gap
Queue Length 50th (ft)		75	351		75	198	7	15	12		337	37
Queue Length 95th (ft)		133	467		131	317	213	42	53		390	69
Internal Link Dist (ft)			1266			2754			987			2568
Turn Bay Length (ft)		380			380		380	185			560	
Base Capacity (vph)		145	1505		141	1537	961	99	126		975	486
Starvation Cap Reductn		0	0		0	0	0	0	0		0	0
Spillback Cap Reductn		0	0		0	0	0	0	0		0	0
Storage Cap Reductn		0	0		0	0	0	0	0		0	0
Reduced v/c Ratio		0.50	0.55		0.51	0.34	0.52	0.15	0.31		0.68	0.09

Intersection Summary

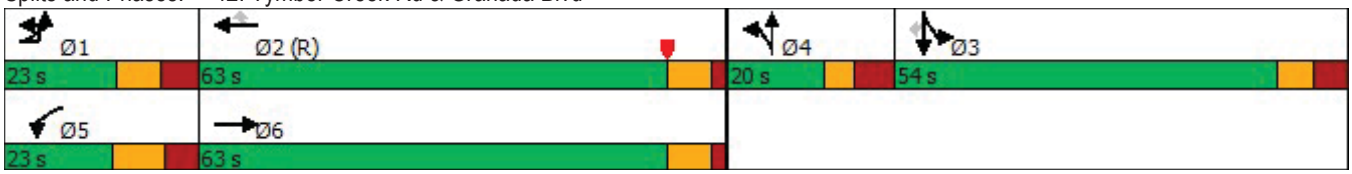


Lane Group	SBR
Permitted Phases	3
Detector Phase	3
Switch Phase	
Minimum Initial (s)	6.0
Minimum Split (s)	50.0
Total Split (s)	54.0
Total Split (%)	33.8%
Maximum Green (s)	45.4
Yellow Time (s)	4.4
All-Red Time (s)	4.2
Lost Time Adjust (s)	0.0
Total Lost Time (s)	8.6
Lead/Lag	Lag
Lead-Lag Optimize?	Yes
Vehicle Extension (s)	4.0
Recall Mode	None
Walk Time (s)	
Flash Dont Walk (s)	
Pedestrian Calls (#/hr)	
Act Effct Green (s)	38.9
Actuated g/C Ratio	0.24
v/c Ratio	0.20
Control Delay	1.0
Queue Delay	0.0
Total Delay	1.0
LOS	A
Approach Delay	
Approach LOS	
90th %ile Green (s)	45.7
90th %ile Term Code	Max
70th %ile Green (s)	42.9
70th %ile Term Code	Gap
50th %ile Green (s)	39.4
50th %ile Term Code	Gap
30th %ile Green (s)	35.8
30th %ile Term Code	Gap
10th %ile Green (s)	30.8
10th %ile Term Code	Gap
Queue Length 50th (ft)	0
Queue Length 95th (ft)	0
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	548
Starvation Cap Reductn	0
Spillback Cap Reductn	0
Storage Cap Reductn	0
Reduced v/c Ratio	0.18

Intersection Summary

Area Type:	Other		
Cycle Length: 160			
Actuated Cycle Length: 160			
Offset: 91 (57%), Referenced to phase 2:WBT, Start of Yellow			
Natural Cycle: 135			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.79			
Intersection Signal Delay: 41.1		Intersection LOS: D	
Intersection Capacity Utilization 71.2%		ICU Level of Service C	
Analysis Period (min) 15			

Splits and Phases: 42: Tymber Creek Rd & Granada Blvd





Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	20	53	747	16	70	860	252	38	12	23	350	46
Future Volume (vph)	20	53	747	16	70	860	252	38	12	23	350	46
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		380		0	380		380	185		0	560	
Storage Lanes		1		0	1		1	1		0	2	
Taper Length (ft)		100			60			40			80	
Lane Util. Factor	0.95	1.00	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00
Frt			0.997				0.850		0.903			
Flt Protected		0.950			0.950			0.950			0.950	
Satd. Flow (prot)	0	1568	3519	0	1770	3539	1524	1656	1651	0	3433	1863
Flt Permitted		0.950			0.950			0.950			0.950	
Satd. Flow (perm)	0	1568	3519	0	1770	3539	1524	1656	1651	0	3433	1863
Right Turn on Red				Yes			Yes			Yes		
Satd. Flow (RTOR)			2				265		24			
Link Speed (mph)			50			50			30			45
Link Distance (ft)			1346			2834			1067			2648
Travel Time (s)			18.4			38.6			24.3			40.1
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	20%	2%	15%	2%	2%	6%	9%	2%	5%	2%	2%
Adj. Flow (vph)	21	56	786	17	74	905	265	40	13	24	368	48
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	77	803	0	74	905	265	40	37	0	368	48
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	R NA	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left
Median Width(ft)			36			36			24			36
Link Offset(ft)			0			0			0			0
Crosswalk Width(ft)			16			16			16			16
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	9	15		9	15		9	15		9	15	
Number of Detectors	1	1	2		1	2	1	1	2		1	2
Detector Template	Left	Left	Thru		Left	Thru	Right	Left	Thru		Left	Thru
Leading Detector (ft)	20	20	100		20	100	20	20	100		20	100
Trailing Detector (ft)	0	0	0		0	0	0	0	0		0	0
Detector 1 Position(ft)	0	0	0		0	0	0	0	0		0	0
Detector 1 Size(ft)	20	20	6		20	6	20	20	6		20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 2 Position(ft)			94			94			94			94
Detector 2 Size(ft)			6			6			6			6
Detector 2 Type			Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex
Detector 2 Channel												
Detector 2 Extend (s)			0.0			0.0			0.0			0.0
Turn Type	Prot	Prot	NA		Prot	NA	Perm	Split	NA		Split	NA
Protected Phases	1	1	6		5	2		4	4		3	3



Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	68
Future Volume (vph)	68
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	1
Taper Length (ft)	
Lane Util. Factor	1.00
Frt	0.850
Flt Protected	
Satd. Flow (prot)	1495
Flt Permitted	
Satd. Flow (perm)	1495
Right Turn on Red	Yes
Satd. Flow (RTOR)	143
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.95
Heavy Vehicles (%)	8%
Adj. Flow (vph)	72
Shared Lane Traffic (%)	
Lane Group Flow (vph)	72
Enter Blocked Intersection	No
Lane Alignment	Right
Median Width(ft)	
Link Offset(ft)	
Crosswalk Width(ft)	
Two way Left Turn Lane	
Headway Factor	1.00
Turning Speed (mph)	9
Number of Detectors	1
Detector Template	Right
Leading Detector (ft)	20
Trailing Detector (ft)	0
Detector 1 Position(ft)	0
Detector 1 Size(ft)	20
Detector 1 Type	Cl+Ex
Detector 1 Channel	
Detector 1 Extend (s)	0.0
Detector 1 Queue (s)	0.0
Detector 1 Delay (s)	0.0
Detector 2 Position(ft)	
Detector 2 Size(ft)	
Detector 2 Type	
Detector 2 Channel	
Detector 2 Extend (s)	
Turn Type	Perm
Protected Phases	



Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Permitted Phases							2					
Detector Phase	1	1	6		5	2	2	4	4		3	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	16.0		4.9	16.0	16.0	6.0	6.0		6.0	6.0
Minimum Split (s)	15.0	15.0	44.0		15.0	47.0	47.0	20.0	20.0		45.0	45.0
Total Split (s)	18.0	18.0	85.0		20.0	87.0	87.0	20.0	20.0		45.0	45.0
Total Split (%)	10.6%	10.6%	50.0%		11.8%	51.2%	51.2%	11.8%	11.8%		26.5%	26.5%
Maximum Green (s)	8.3	8.3	77.8		9.9	79.9	79.9	11.6	11.6		36.4	36.4
Yellow Time (s)	5.2	5.2	5.2		6.1	5.1	5.1	3.7	3.7		4.4	4.4
All-Red Time (s)	4.5	4.5	2.0		4.0	2.0	2.0	4.7	4.7		4.2	4.2
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)		9.7	7.2		10.1	7.1	7.1	8.4	8.4		8.6	8.6
Lead/Lag	Lead	Lead	Lag		Lead	Lag	Lag	Lead	Lead		Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes
Vehicle Extension (s)	4.0	4.0	4.0		4.0	4.0	4.0	4.0	4.0		4.0	4.0
Recall Mode	None	None	Min		None	C-Min	C-Min	None	None		None	None
Walk Time (s)			7.0			7.0	7.0					
Flash Dont Walk (s)			29.0			32.0	32.0					
Pedestrian Calls (#/hr)			0			0	0					
Act Effct Green (s)		17.4	89.4		13.8	86.2	86.2	10.5	10.5		25.1	25.1
Actuated g/C Ratio		0.10	0.53		0.08	0.51	0.51	0.06	0.06		0.15	0.15
v/c Ratio		0.48	0.43		0.52	0.50	0.29	0.39	0.30		0.73	0.17
Control Delay		82.0	28.0		77.2	24.0	9.6	86.9	42.1		77.5	63.1
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay		82.0	28.0		77.2	24.0	9.6	86.9	42.1		77.5	63.1
LOS		F	C		E	C	A	F	D		E	E
Approach Delay			32.8			24.1			65.4			64.8
Approach LOS			C			C			E			E
90th %ile Green (s)	20.0	20.0	71.8		18.1	70.4	70.4	14.2	14.2		31.6	31.6
90th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Gap	Gap		Gap	Gap
70th %ile Green (s)	18.2	18.2	80.3		15.9	78.5	78.5	12.0	12.0		27.5	27.5
70th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Gap	Gap		Gap	Gap
50th %ile Green (s)	17.3	17.3	86.0		13.9	83.1	83.1	10.5	10.5		25.3	25.3
50th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Gap	Gap		Gap	Gap
30th %ile Green (s)	16.5	16.5	92.6		11.9	88.5	88.5	9.0	9.0		22.2	22.2
30th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Gap	Gap		Gap	Gap
10th %ile Green (s)	15.2	15.2	116.1		9.1	110.5	110.5	0.0	0.0		18.9	18.9
10th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Skip	Skip		Gap	Gap
Queue Length 50th (ft)		82	295		75	363	75	44	14		204	47
Queue Length 95th (ft)		141	416		120	495	165	86	55		253	87
Internal Link Dist (ft)			1266			2754			987			2568
Turn Bay Length (ft)		380			380		380	185			560	
Base Capacity (vph)		160	1875		145	1839	919	118	140		735	398
Starvation Cap Reductn		0	0		0	0	0	0	0		0	0
Spillback Cap Reductn		0	0		0	0	0	0	0		0	0
Storage Cap Reductn		0	0		0	0	0	0	0		0	0
Reduced v/c Ratio		0.48	0.43		0.51	0.49	0.29	0.34	0.26		0.50	0.12

Intersection Summary

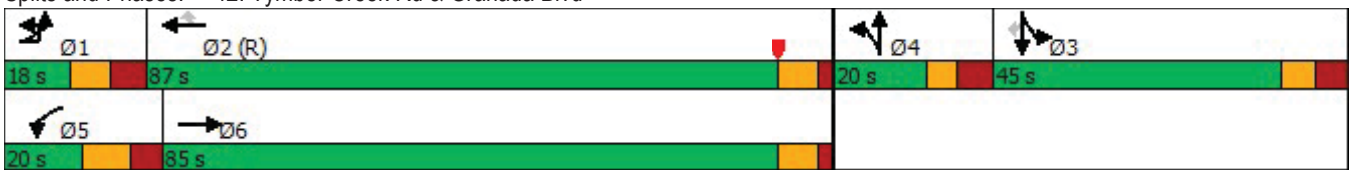


Lane Group	SBR
Permitted Phases	3
Detector Phase	3
Switch Phase	
Minimum Initial (s)	6.0
Minimum Split (s)	45.0
Total Split (s)	45.0
Total Split (%)	26.5%
Maximum Green (s)	36.4
Yellow Time (s)	4.4
All-Red Time (s)	4.2
Lost Time Adjust (s)	0.0
Total Lost Time (s)	8.6
Lead/Lag	Lag
Lead-Lag Optimize?	Yes
Vehicle Extension (s)	4.0
Recall Mode	None
Walk Time (s)	
Flash Dont Walk (s)	
Pedestrian Calls (#/hr)	
Act Effct Green (s)	25.1
Actuated g/C Ratio	0.15
v/c Ratio	0.21
Control Delay	1.4
Queue Delay	0.0
Total Delay	1.4
LOS	A
Approach Delay	
Approach LOS	
90th %ile Green (s)	31.6
90th %ile Term Code	Gap
70th %ile Green (s)	27.5
70th %ile Term Code	Gap
50th %ile Green (s)	25.3
50th %ile Term Code	Gap
30th %ile Green (s)	22.2
30th %ile Term Code	Gap
10th %ile Green (s)	18.9
10th %ile Term Code	Gap
Queue Length 50th (ft)	0
Queue Length 95th (ft)	0
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	432
Starvation Cap Reductn	0
Spillback Cap Reductn	0
Storage Cap Reductn	0
Reduced v/c Ratio	0.17

Intersection Summary

Area Type:	Other		
Cycle Length: 170			
Actuated Cycle Length: 170			
Offset: 62 (36%), Referenced to phase 2:WBT, Start of Yellow			
Natural Cycle: 130			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.73			
Intersection Signal Delay: 35.5		Intersection LOS: D	
Intersection Capacity Utilization 66.1%		ICU Level of Service C	
Analysis Period (min) 15			

Splits and Phases: 42: Tymber Creek Rd & Granada Blvd



Tymber Creek Apartments
Ormond Beach, Florida

Traffic Impact Analysis

Tellus Partners
By: LTG, Inc.
***Revised* October 2020**

LTG Engineering & Planning

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with LTG, Inc., a corporation authorized to operate as an engineering business, EB 0009227, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Tymber Creek Apartments – Traffic Impact Analysis
LOCATION: Daytona Beach, Florida
CLIENT: Tellus Partners
JOB #: 5003.02

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

Prepared by:
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Ormond Beach, FL 32174
Certificate of Authorization 9227
386/257-2571



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REGISTRATION NUMBER 9227
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INTRODUCTION

LTG, Inc. (LTG) has been retained by Tellus Partners to prepare a Traffic Impact Analysis (TIA) for the proposed development known as Tymber Creek Apartments. The 300-apartment unit development, which is a part of a parent tract that will ultimately include 90,000 square feet (sq. ft.) of commercial use, is located at the northwest quadrant of the Granada Boulevard (SR 40) and Tymber Creek Road intersection in the City of Ormond Beach.

Access is proposed on SR 40 via an existing right-in/right-out driveway at the adjacent Walgreens, and an existing right-in/right-out driveway on Tymber Creek Road with an additional proposed right-out northern driveway on Tymber Creek Road. Build-out of the proposed development is anticipated by 2023. Figure 1 shows the location of the project relative to the surrounding road network. This analysis is being completed as a Parent-Tract analysis. A preliminary site plan is attached in Appendix A.

Study Procedures

Standard engineering and planning procedures were used to determine the impacts of the proposed project. Reference data was obtained from the Florida Department of Transportation (FDOT), the Volusia County Traffic Engineering Department, the City of Ormond Beach Public Works, the Institute of Transportation Engineers (ITE), and the River to Sea Transportation Planning Organization (R2CTPO).

Study Area

The study area includes those roadway segments that provide direct access to the project, are within a 3-mile radius, and/or impacted by the project to within three percent or greater of the peak-hour two-way adopted level of service (LOS) capacity. Major intersections along the significant segments, and roadway segments that have been designated as "critical" or "near critical" within a three-mile travel distance of the site have also been included. The approved methodology identifying the study parameters is attached as Appendix B. The following roadway segments and intersections are included in the analysis:

Roadway Segments:

- SR 40 from Tymber Creek Road to Clyde Morris Boulevard
- Tymber Creek Road from Tymber Run to SR 40
- Williamson Boulevard from Hand Avenue to Strickland Range Road
- Hand Avenue from Clyde Morris Boulevard to Nova Road (Critical)
- SR 40 from I-95 to Clyde Morris Boulevard (Near-Critical)
- Williamson Boulevard from Hand Avenue to Strickland Boulevard (Vested Critical)
- LPGA Boulevard from Tymber Creek Rd. to Clyde Morris Boulevard (Vested Critical)

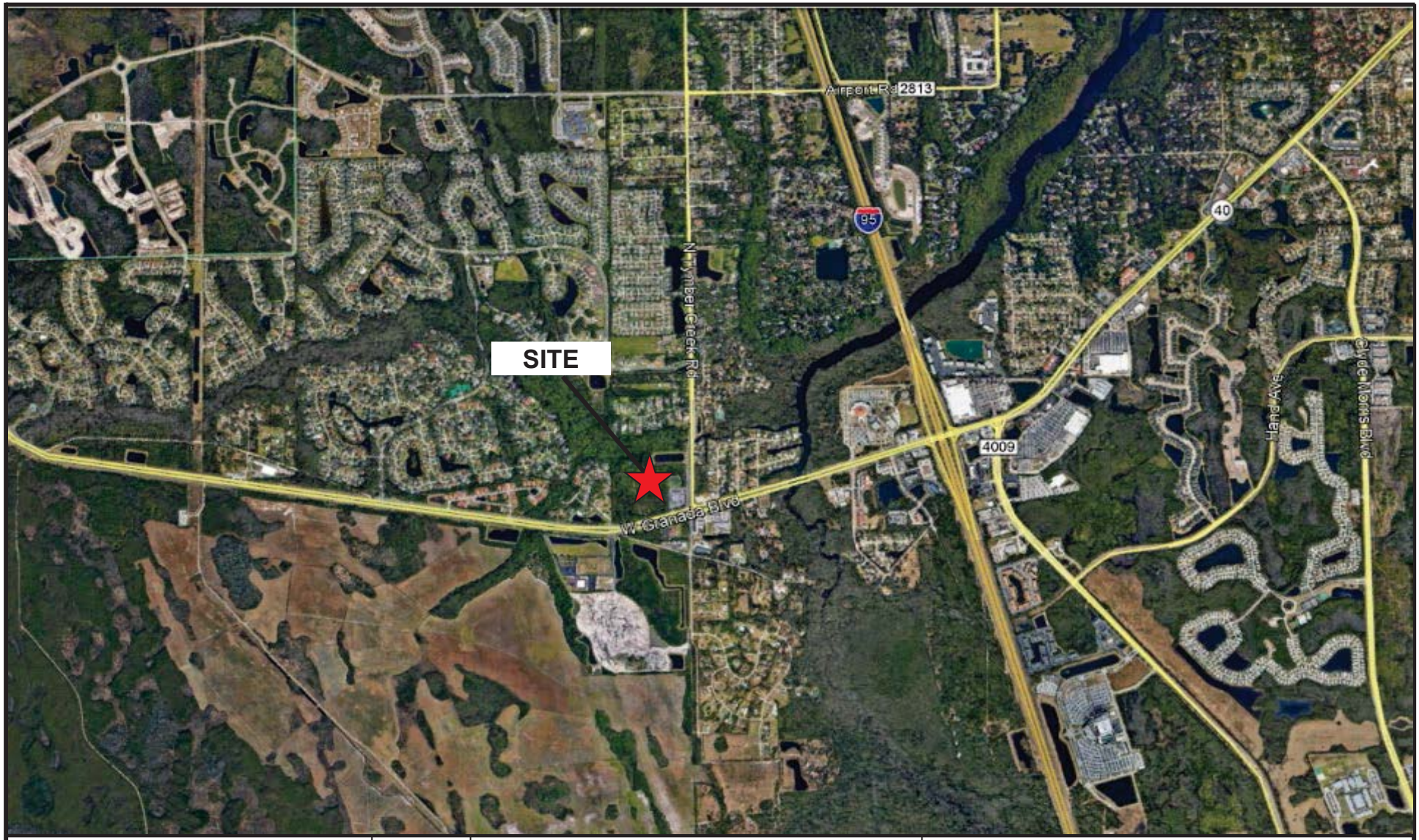
Intersections:

- SR 40 at Tymber Creek Road
- SR 40 at Booth Road
- SR 40 at I-95 Southbound Ramps
- SR 40 at I-95 Northbound Ramps
- SR 40 at Williamson Boulevard
- SR 40 at Clyde Morris Boulevard
- Tymber Creek Road at Project Driveway (Future Conditions)
- SR 40 at Project Driveway (Future Conditions)
- Tymber Creek Road at Tymber Run
- Williamson Boulevard at Hand Avenue
- Williamson Boulevard at Strickland Range Road
- Williamson Boulevard at LPGA Boulevard

Planned Roadway Improvements

Information on programmed or planned roadway improvements in the area of interest were obtained from the FDOT Five-Year Work Program, Volusia County, the River to Sea Transportation Planning Organization (TPO) Long Range Transportation Plan, and previously approved projects. These improvements are considered to be in place by this development's future build-out year of 2023. The planned roadway improvements to be included in the future condition analyses are listed below and are projected to be implemented by 2019:

- Williamson Boulevard widening from Strickland Range Road to LPGA Boulevard (2 to 4 lanes)
    - Please note, the assumption was made that the widening project will taper from 4 lanes to 2 lanes south of Strickland Range Road.
- LPGA Boulevard widening from I-95 Southbound Off-Ramp to Williamson Boulevard (4 to 6 lanes)



Tymber Creek Apartments	N NTS	**Location Map**	LTG Engineering & Planning
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EXISTING ROADWAY ANALYSIS

Turning movement counts (TMCs) were conducted during the a.m. and p.m. peak-hours on April 4th, September 10th, September 11th, and September 12th of 2019 at the study area intersections (see Appendix C). The FDOT's 2019 Seasonal Factor (SF) for the time the TMCs were collected dictates SF values ranging from 0.95-1.02. For a more conservative analysis, the SF was not applied to the existing counts when less than 1.0. The existing a.m. and p.m. volumes were projected to 2020 using the growth rates for each intersection. The seasonally adjusted and projected 2020 a.m. and p.m. peak-hour traffic volumes used in the analysis are presented in Figures 2A and 2B.

Unsignalized Intersection Analysis

The existing operating conditions at the unsignalized intersection were analyzed using the *Highway Capacity Software 2010, Version 7.85* (HCS). This software utilizes the procedures outlined in Chapter 20 of the Highway Capacity Manual (6th Edition) titled, "Two-Way Stop-Controlled Intersections." Table 1 shows the existing a.m. and p.m. peak-hour LOS at the study area intersection. The HCS summary sheets are attached as Appendix D.

Table 1
Existing A.M. and P.M. Peak-Hour LOS – Unsignalized Intersection
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Critical Approach	Delay	LOS	Critical Approach	Delay	LOS
Williamson Blvd. at Strickland Range Rd.	E	WB	46.3	E	WB	53.5	F

As indicated in Table 1, the study area intersection currently does not operate within the adopted LOS during the p.m. peak-hour.

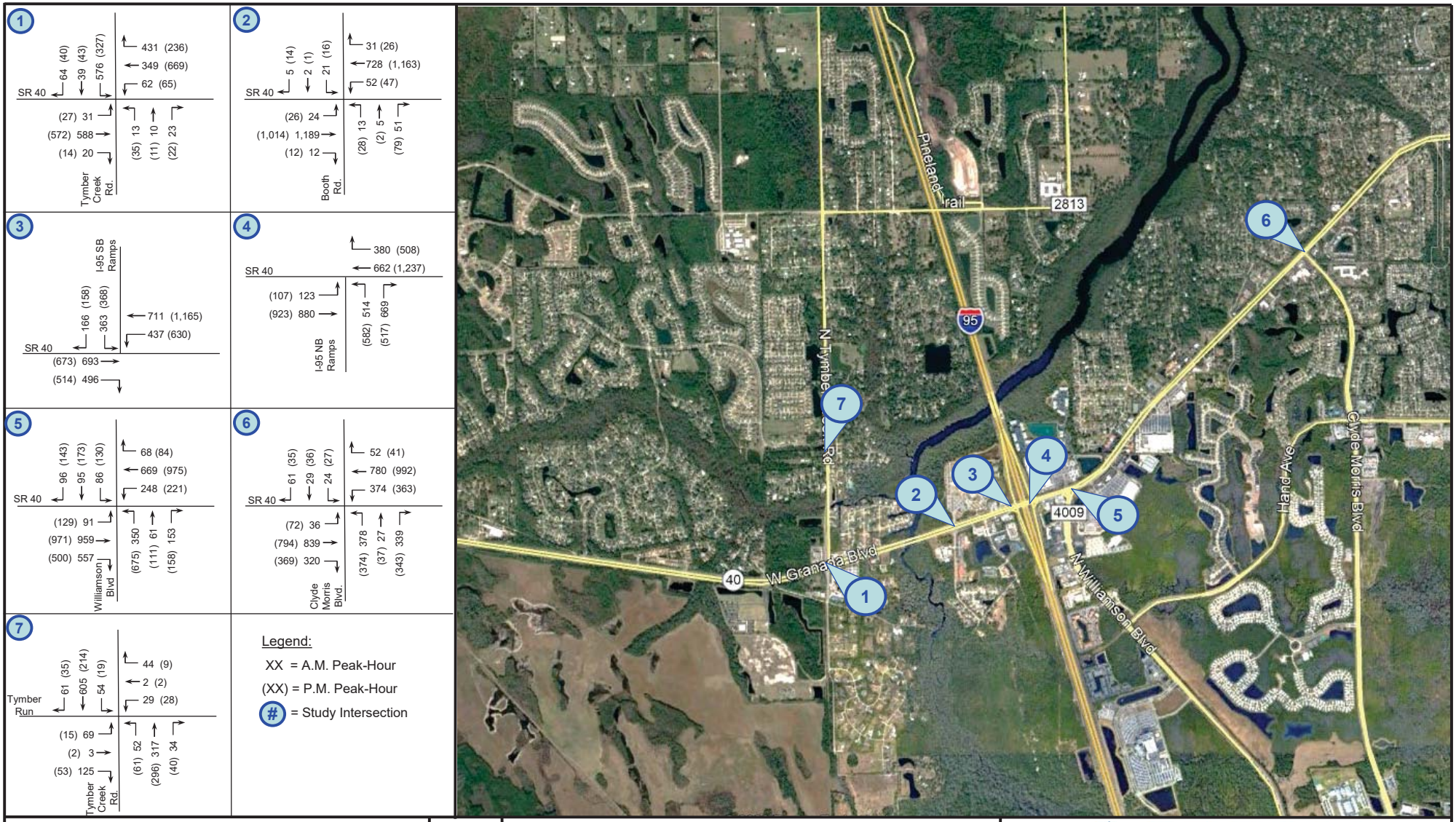
Signalized Intersection Analysis

The LOS at a signalized intersection is based on the average stop delay per vehicle for the various movements within the intersection. The operating conditions at the signalized intersections were analyzed using *Synchro 10* which utilizes the procedures outlined in Chapter 19 of the *Highway Capacity Manual 6th Edition*, titled "Signalized Intersections". Table 2 shows the existing LOS and volume to capacity ratio (v/c) at the study area intersections. The signal timings are provided in Appendix E and the Synchro summary sheets are provided in Appendix F.

Table 2
Existing A.M. and P.M. Peak-Hour LOS - Signalized Intersections
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 40 at Tymber Creek Rd.	D	42.1	D	No	32.0	C	No
SR 40 at Booth Rd.	D	8.0	A	No	8.5	A	No
SR 40 at I-95 SB Ramps	D	33.5	C	No	52.2	D	No
SR 40 at I-95 NB Ramps	D	24.8	C	No	26.3	C	No
SR 40 at Williamson Blvd.	D	55.7	E	Yes	56.0	E	Yes
SR 40 at Clyde Morris Blvd.	D	52.3	D	No	65.0	E	Yes
Tymber Creek Rd. at Tymber Run	E	11.2	B	No	7.4	A	No
Williamson Blvd. at Hand Ave.	E	12.1	B	No	14	B	No
Williamson Blvd. at LPGA Blvd.	E	70.7	E	Yes	68.1	E	No

As indicated, the intersections of SR 40 at Williamson Boulevard, SR 40 at Clyde Morris Boulevard and Williamson Boulevard at LPGA Boulevard currently operate with a v/c ratio greater than 1.0.



Tymber Creek Apartments

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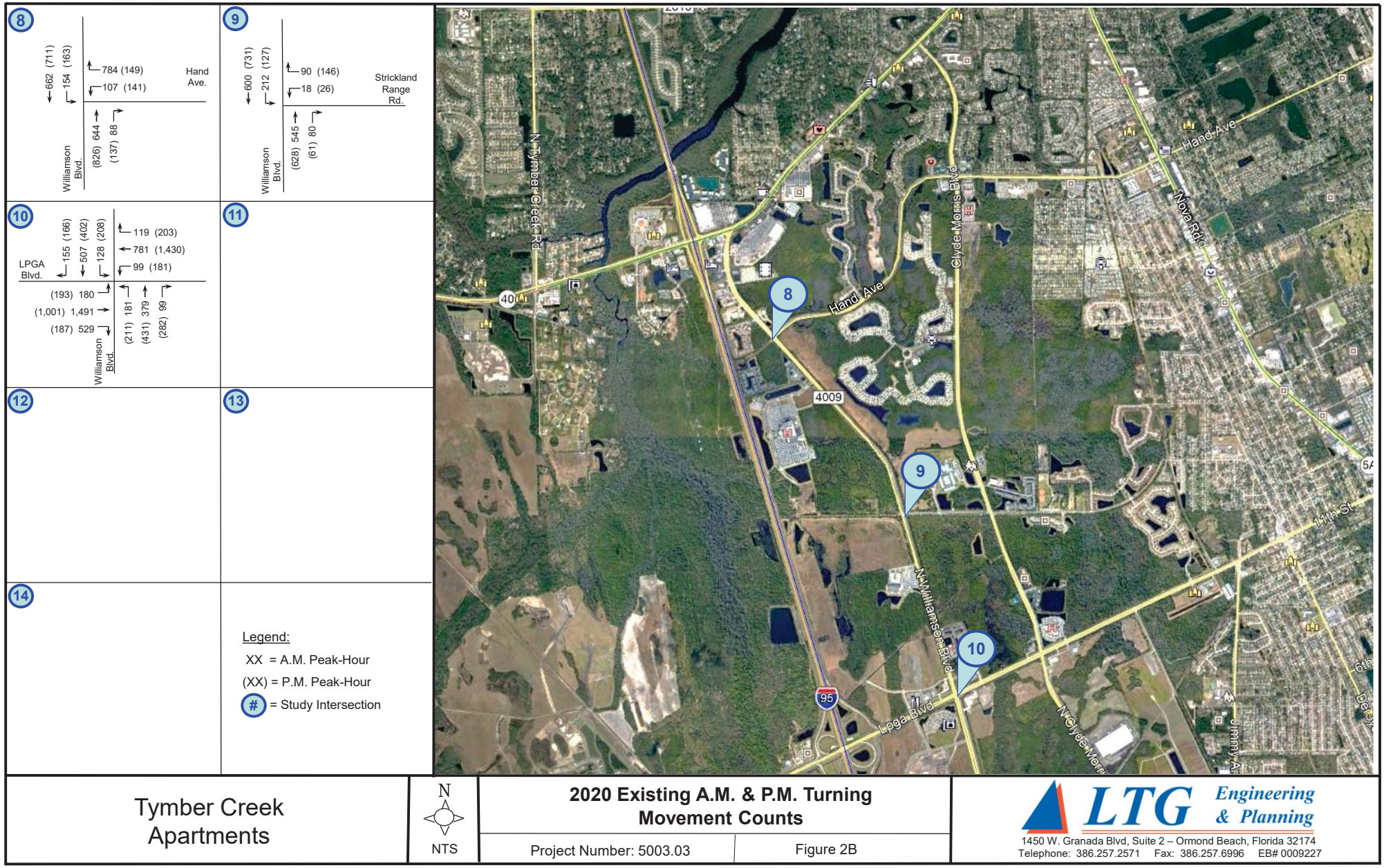
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2020 Existing A.M. & P.M. Turning Movement Counts

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Figure 2A

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Tymber Creek Apartments

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2020 Existing A.M. & P.M. Turning Movement Counts

Project Number: 5003.03

Figure 2B

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Roadway Segment Analysis

Roadway LOS describes the operating condition determined from the number of vehicles passing over a given section of roadway during a specified time period. It is a qualitative measure of several factors which include speed, travel time, traffic interruptions, freedom to maneuver, driver comfort, convenience, safety and vehicle operating costs. Six LOS categories have been established as standards by which to gauge roadway performance, designated by the letters A through F. The LOS categories are defined as follows:

Level of Service A: *Free flow, individual users virtually unaffected by the presence of others*
Level of Service B: *Stable flow with a high degree of freedom to select operating conditions*
Level of Service C: *Flow remains stable, but with significant interactions with others*
Level of Service D: *High-density stable flow in which the freedom to maneuver is severely restricted*
Level of Service E: *This condition represents the capacity level of the road*
Level of Service F: *Forced flow in which the traffic exceeds the amount that can be served*

The existing LOS for the study area road segments during the p.m. peak-hour are shown in Table 3.

Table 3
Existing P.M. Peak-Hour LOS - Roadway Segments
Tymber Creek Apartments

Roadway	Limits		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	2018 AADT	Existing P.M. Peak-Hour Two-Way Volume	Existing Volume Exceed Adopted LOS?
	From	To						
SR 40	Tymber Creek Rd. Ext.	I 95	4	D	3,580	31,500	2,470	No
	I 95	Clyde Morris Blvd.	4	D	3,580	34,500	3,100	No
Tymber Creek Rd.	Tymber Run	SR 40	4	E	1,540	11,520	950	No
Hand Ave.	Clyde Morris Blvd.	Shangri La Dr.	2	E	1,540	17,010	1,380	No
	Shangri La Dr.	Nova Rd.	4	E	3,410	18,250	1,490	No
Williamson Blvd.	Hand Ave.	Strickland Range Rd.	2	E	1,540	18,020	1,480	No
LPGA Blvd.	Tymber Creek Rd.	Tomoka Farms Rd.	2	E	1,540	13,730	1,110	No
	Tomoka Farms Rd.	I-95	4	E	3,410	30,500	2,060	No
	I-95	Williamson Blvd.	4	E	3,410	38,400	2,060	No
	Williamson Blvd.	Clyde Morris Blvd.	4	E	3,410	26,740	2,190	No

As indicated, all roadway segments currently operate within the adopted LOS.

3

FUTURE TRAFFIC CONDITIONS

2023 Background Traffic

Traffic growth rates from historic Volusia County's 2018 Average Annual Daily Traffic (AADT) counts from the past five years were determined for each study area roadway segment using FDOT's *Traffic Trends* software. Table 4 presents the average annual growth rates and the growth rate applied to the factored existing traffic volumes to project background traffic to the year 2023. When the Trends Analysis provided an R^2 value less than 70%, the Trends Analysis was revised using 10 years of historical data. If the revised trends analysis still provides a R^2 value less than 70%, then the growth rate was determined by the fitted curve. If the overall fitted curve is positive, a minimum average annual growth rate of 2.00% percent was used. The Traffic Trends analysis worksheets are contained in Appendix G.

Table 4
2023 Growth Comparison
Tymber Creek Apartments

Roadway	Segment		Historical Growth		
			Average Annual Rate (%)	R^2 Value	Applied Average Annual Rate (%)
SR 40	Tymber Creek Rd. Ext	I-95	1.90%	45.30%	2.00%
	I-95	Clyde Morris Blvd.	0.17%	2.00%	2.00%
Tymber Creek Rd.	Tymber Run	SR 40	0.00%	0.00%	2.00%
Hand Ave.	Clyde Morris Blvd.	Shangri La Dr.	4.53%	97.20%	4.53%
	Shangri La Dr.	Nova Rd.	4.20%	86.80%	4.20%
Williamson Blvd.	Hand Ave.	Strickland Range Rd.	6.94%	79.20%	6.94%
LPGA Blvd.	Tymber Creek Rd.	Tomoka Farms Rd.	8.36%	95.00%	8.36%
	Tomoka Farms Rd.	I-95 SB Ramps	5.41%	87.40%	5.41%
	I-95 SB Ramps	I-95 NB Ramps	5.41%	87.40%	5.41%
	I-95 NB Ramps	Outlet Blvd.	9.06%	88.30%	9.06%
	Outlet Blvd.	Williamson Blvd.	9.06%	88.30%	9.06%
	Williamson Blvd.	Clyde Morris Blvd.	5.00%	83.50%	5.00%

Vested Traffic

Due to approvals previously issued for developments within the immediate study area, the vested traffic within the study are was included in the background traffic. Vested traffic information for intersections and segments used in the study are located in Appendix H. Note that where TIAs or traffic statement data was available for each project, the vested trips were applied to the associated intersections and roadway segments. For those projects without data available, the Volusia County spreadsheet of vested projects was used to apply vested trips to the associated roadway segments only.

Please note, background growth at the intersection of Williamson Boulevard and LPGA Boulevard has been determined via the application of vested trips only, due to the significant growth represented at this intersection by vested trips. Application of vested trips and growth at this location is believed to double count actual anticipated future growth.

4

2023 BACKGROUND - FUTURE ROADWAY ANALYSIS

The study area intersections were analyzed based on the future roadway conditions to determine potential impacts and to investigate mitigation requirements. The study area roadway segments were analyzed under 2023 background and build-out conditions. The 2023 background results of the analysis are presented below.

2023 Background Unsignalized Intersection Analysis

The unsignalized study area intersection was analyzed to determine the operating conditions under 2023 background conditions and the results are presented in Table 5. The HCS summary sheets are attached as Appendix I.

Table 5
Background A.M. and P.M. Peak-Hour LOS – Unsignalized Intersection
Tymber Creek Apartments

Intersection	Adopted LOS	Background Conditions					
		A.M. Peak-Hour			P.M. Peak-Hour		
		Critical Approach	Delay (sec.)	LOS	Critical Approach	Delay (sec.)	LOS
Williamson Blvd. at Strickland Range Rd.	E	WB	75.1	F	WB	110.8	F

As indicated in Table 5, the intersection of Williamson Boulevard at Strickland Range Road is expected to operate outside of the adopted LOS and/or with a v/c ratio greater than 1.0. The following improvements are recommended to achieve acceptable levels of service and a v/c ratio less than 1.0 at all intersections:

- Williamson Boulevard at Strickland Range Road:
  - Add exclusive westbound right-turn lane

The analysis of the intersections with the proposed improvements is provided in Table 6. Please note that the improvements listed above are not funded by the County at this time. The HCS summary sheets are located in Appendix J.

Table 6
Background A.M. and P.M. Peak-Hour LOS – Unsignalized Intersection - Improved
Tymber Creek Apartments

Intersection	Adopted LOS	Background Conditions					
		A.M. Peak-Hour			P.M. Peak-Hour		
		Critical Approach	Delay (sec.)	LOS	Critical Approach	Delay (sec.)	LOS
Williamson Blvd. at Strickland Range Rd.	E	WB	39.1	E	WB	37.5	E

2023 Background Signalized Intersection Analysis

The signalized intersections were analyzed to determine the operating conditions under 2023 background conditions and the results are presented in Table 7. The Synchro summary sheets are included in Appendix K.

Table 7
2023 Background A.M. and P.M. Peak-Hour LOS - Signalized Intersections
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 40 at Tymber Creek Rd.	D	43.0	D	No	32.9	C	No
SR 40 at Booth Rd.	D	8.5	A	No	8.8	A	No
SR 40 at I-95 SB Ramps	D	33.8	C	No	52.9	D	No
SR 40 at I-95 NB Ramps	D	25.8	C	No	26.9	C	No
SR 40 at Williamson Blvd.	D	63.9	E	Yes	60.7	E	Yes
SR 40 at Clyde Morris Blvd.	D	57.2	E	No	74.8	E	Yes
Tymber Creek Rd. at Tymber Run	E	12.4	B	No	7.7	A	No
Williamson Blvd. at Hand Ave.	E	12.7	B	No	17.2	B	No
Williamson Blvd. at LPGA Blvd.	E	98.0	F	Yes	126.3	F	Yes

As indicated, under background conditions, the intersections of SR 40 at Williamson Boulevard, SR 40 at Clyde Morris Boulevard, and Williamson Boulevard at LPGA Boulevard are anticipated to operate outside the adopted LOS and/or with v/c ratio greater than 1.0.

The following improvements are recommended to achieve acceptable levels of service and a v/c ratio less than 1.0 at all intersections:

- SR 40 at Williamson Boulevard:
  - Optimize signal timing splits
- SR 40 at Clyde Morris Boulevard:
  - Add northbound right-turn overlap phase;
  - Optimize signal timing splits
- Williamson Boulevard at LPGA Boulevard:
  - Add exclusive northbound right-turn lane with overlap phase;
  - Add exclusive southbound right-turn lane with overlap phase;
  - Add additional westbound through lane;
  - Add eastbound right-turn overlap phase;
  - Optimize signal timing splits

The analysis of the intersections with the proposed improvements is provided in Table 8. Please note that the improvements listed above are not funded by the County at this time. The Synchro summary sheets are located in Appendix L.

Table 8
2023 Background A.M. and P.M. Peak-Hour LOS - Signalized Intersection - Improved
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 40 at Williamson Blvd.	D	30.7	D	No	24.7	C	No
SR 40 at Clyde Morris Blvd.	D	48.4	D	No	50.9	D	No
Williamson Blvd. at LPGA Blvd.	E	41.2	D	No	60.3	E	No

Project Trip Generation

The trip generation for the development was determined using the Institute of Transportation Engineers (ITE) 10th Edition of the *Trip Generation Manual* and is presented in Table 9.

Table 9
Gross Trip Generation
Tymber Creek Apartments

Time Period	Land Use	ITE LUC	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Mid-Rise Multifamily	221	T=5.45(X)-1.75	300	DU	50%	50%	817	817	1,634
	Shopping Center	820	Ln(T)=0.68Ln(X)+5.57	90	KSF	50%	50%	2,799	2,799	5,598
							Totals:	3,616	3,616	7,232
A.M. Peak-Hour	Mid-Rise Multifamily	221	T=0.36(X)	300	DU	26%	74%	28	80	108
	Shopping Center	820	T = 0.50(X)+151.78	90	KSF	62%	38%	122	75	197
							Totals:	150	155	305
P.M. Peak-Hour	Mid-Rise Multifamily	221	T=0.44(X)	300	DU	61%	39%	81	51	132
	Shopping Center	820	Ln(T)=0.74Ln(X)+2.89	90	KSF	48%	52%	241	262	503
							Totals:	322	313	635

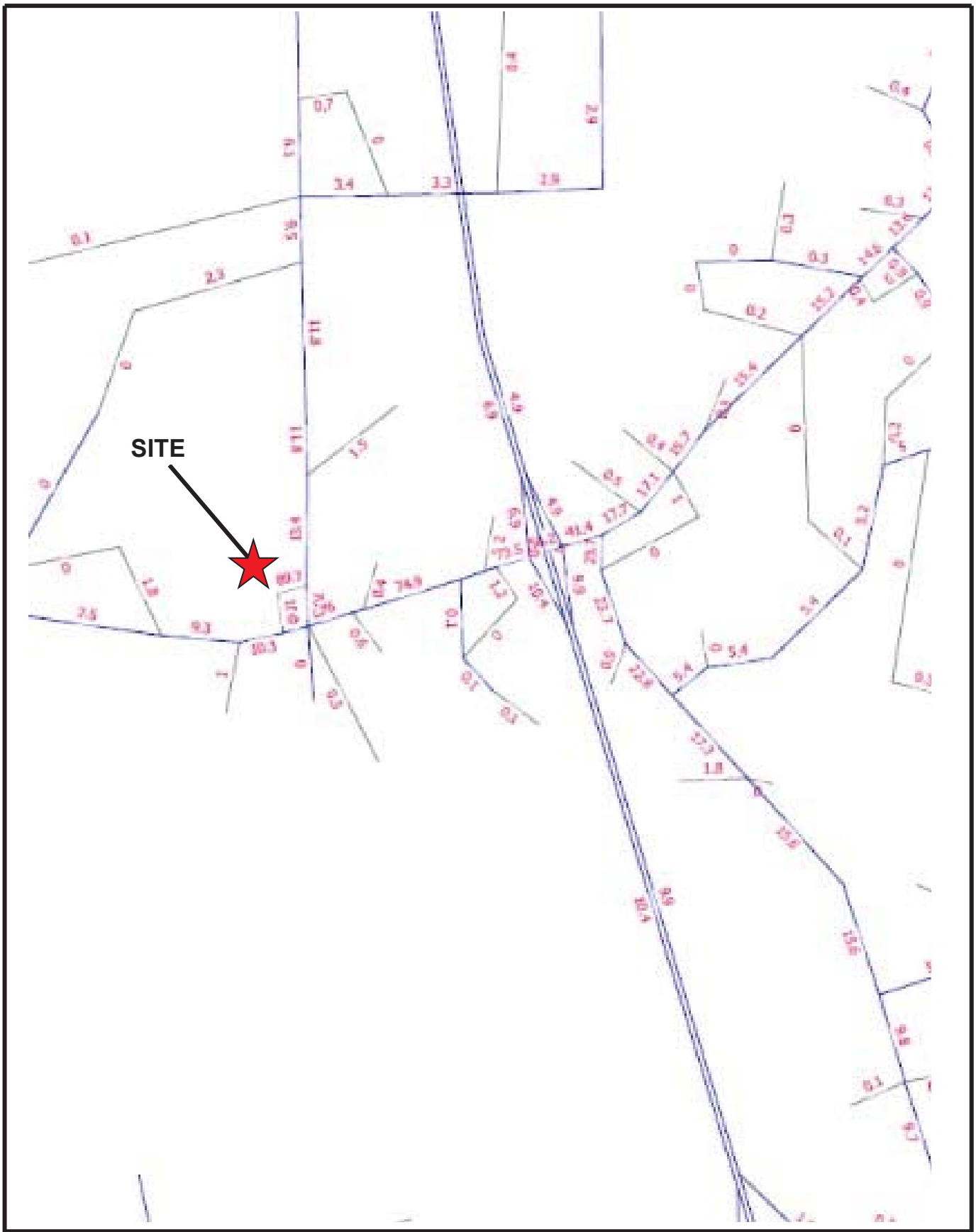
Due to the mixed-use nature of the development, a certain portion of the trips generated is expected to remain internal to the site, known as internal trips. Additionally, a portion of the trips known as pass-by trips (limited to 14% of the adjacent roadway traffic volume for County facilities, and 10% on State facilities) will be attracted to the development from existing traffic on the adjacent roadways. These internal trips were calculated using The National Cooperative Highway Research Program (NCHRP) Report 684 worksheet while pass-by trips were calculated using procedures outlined in the ITE Trip Generation Handbook, 3rd Edition. Internal and pass-by trips were deducted from the gross trip generation and the resulting net new external a.m. and p.m. peak-hour trips are provided in Table 10.

Table 10
Net Trip Generation
Tymber Creek Apartments

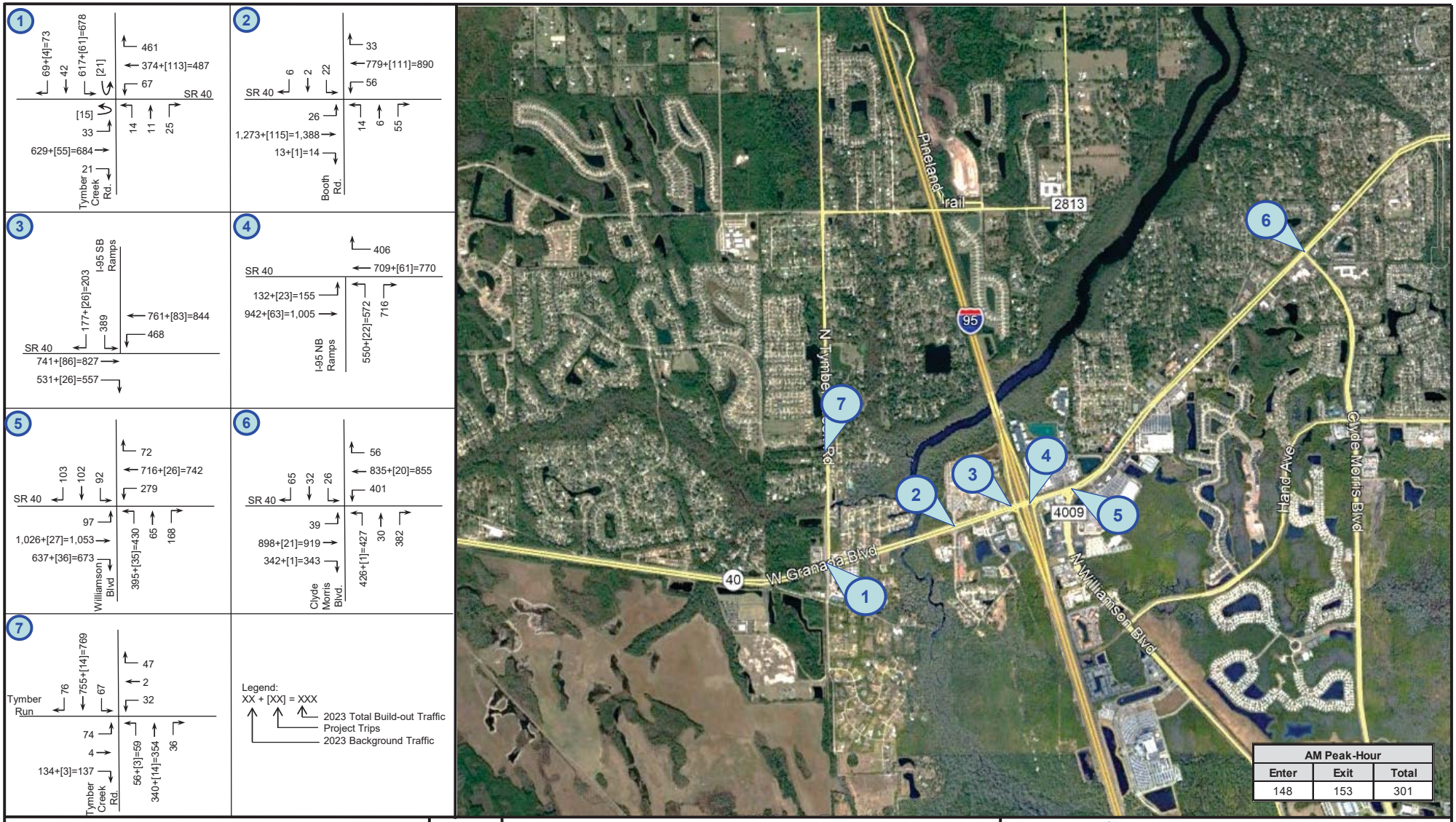
Time Period	Land Use	Total Trips			Internal Capture Trips			Pass-by Capture Trips			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
A.M. Peak-Hour	Mid-Rise Multifamily	28	80	108	1	1	2	0	0	0	27	78	105
	Shopping Center	122	75	197	1	1	2	0	0	0	121	74	195
	Totals:	**150**	**155**	**305**	**2**	**2**	**4**	**0**	**0**	**0**	**148**	**152**	**300**
Time Period	**Land Use**	**Total Trips**			**Internal Capture Trips**			**Pass-by Capture Trips**			**New External Trips**		
		Enter	**Exit**	**Total**	**Enter**	**Exit**	**Total**	**Enter**	**Exit**	**Total**	**Enter**	**Exit**	**Total**
P.M. Peak-Hour	Mid-Rise Multifamily	81	51	132	37	21	57	0	0	0	44	30	74
	Shopping Center	241	262	503	21	37	59	74	77	151	146	148	294
	Totals:	**322**	**313**	**635**	**58**	**58**	**116**	**74**	**77**	**151**	**190**	**178**	**368**

Project Trip Distribution

The process of determining the directional flow of traffic associated with a new development is called trip distribution. The Central Florida Regional Planning Model (CFRPM), version 6.1 was used to determine the primary project trip distribution and is presented in Figure 3. Using the trip distribution, the a.m. and p.m. peak-hour project trips were assigned to the study area roadway network. Figures 4A, 4B, 4C, and 4D graphically depicts the 2023 total background traffic and 2023 a.m. and p.m. build-out peak-hour project trips at the study area intersections.



Tymber Creek Apartments	N NTS	**Project Distribution**		LTG Engineering & Planning
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Tymber Creek Apartments

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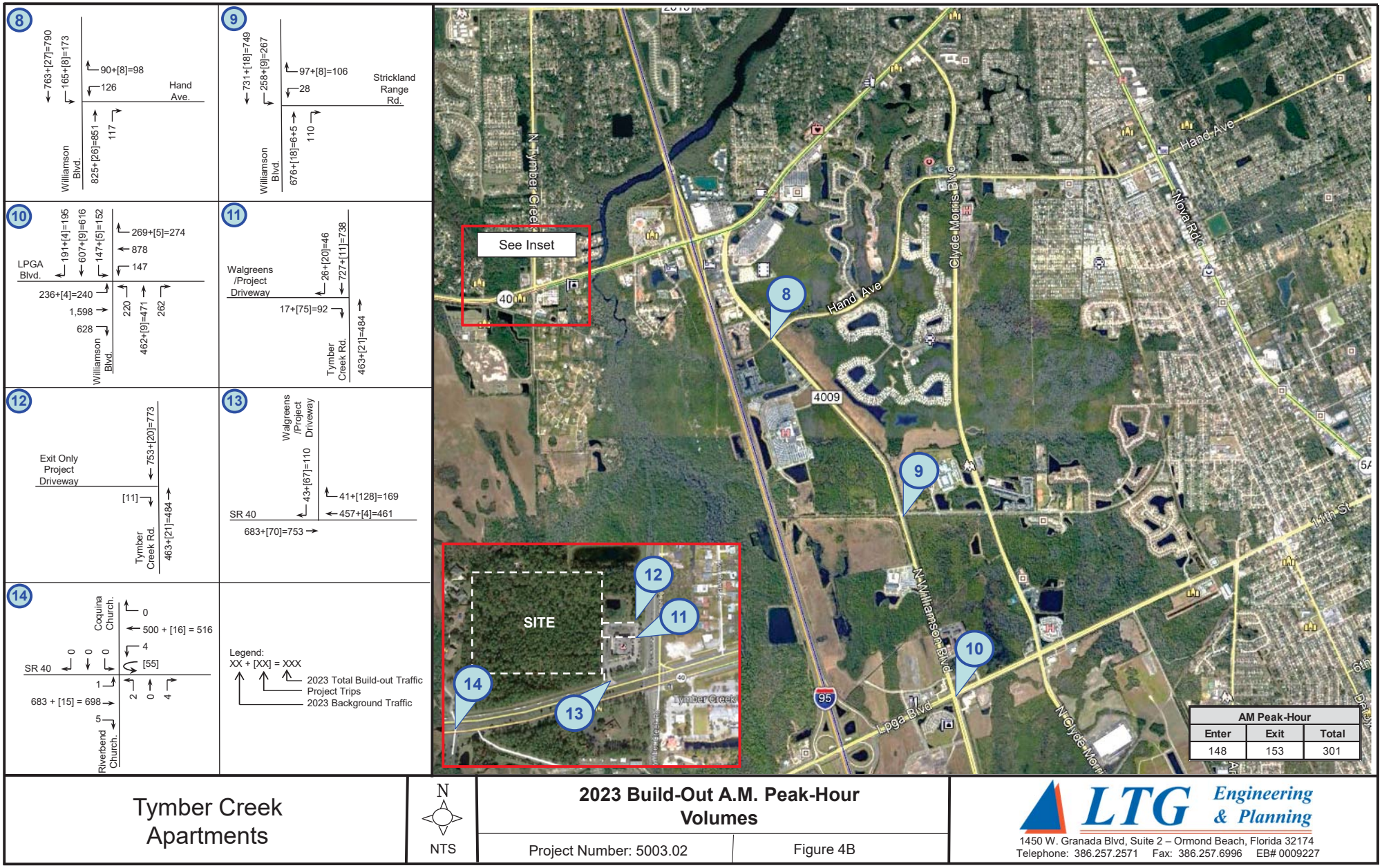
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2023 Build-Out A.M. Peak-Hour Volumes

Project Number: 5003.02

Figure 4A

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Tymber Creek Apartments

N

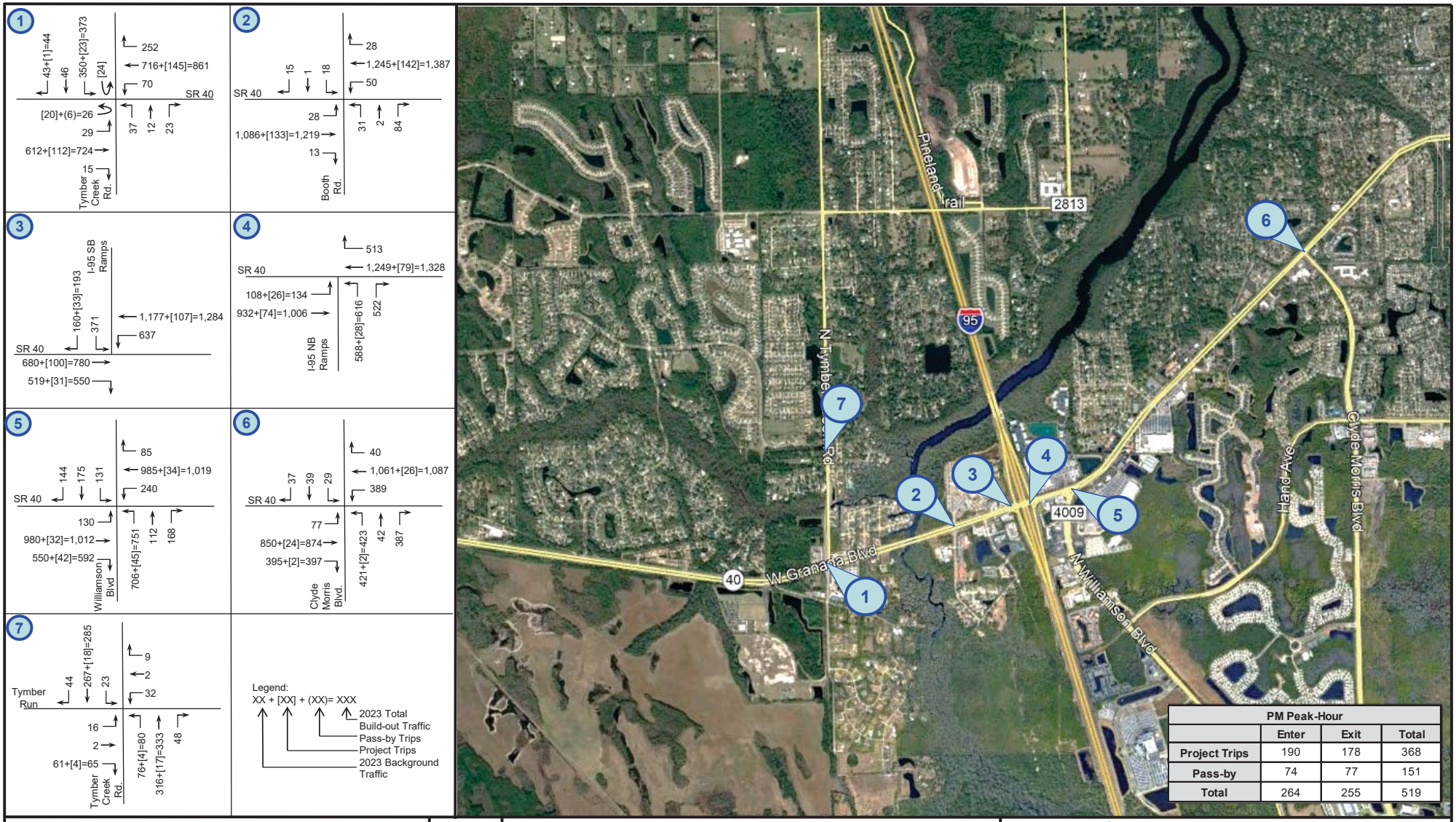
NTS

2023 Build-Out A.M. Peak-Hour Volumes

Project Number: 5003.02

Figure 4B

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



PM Peak-Hour			
	Enter	Exit	Total
Project Trips	190	178	368
Pass-by	74	77	151
Total	264	255	519

Tymber Creek Apartments

N

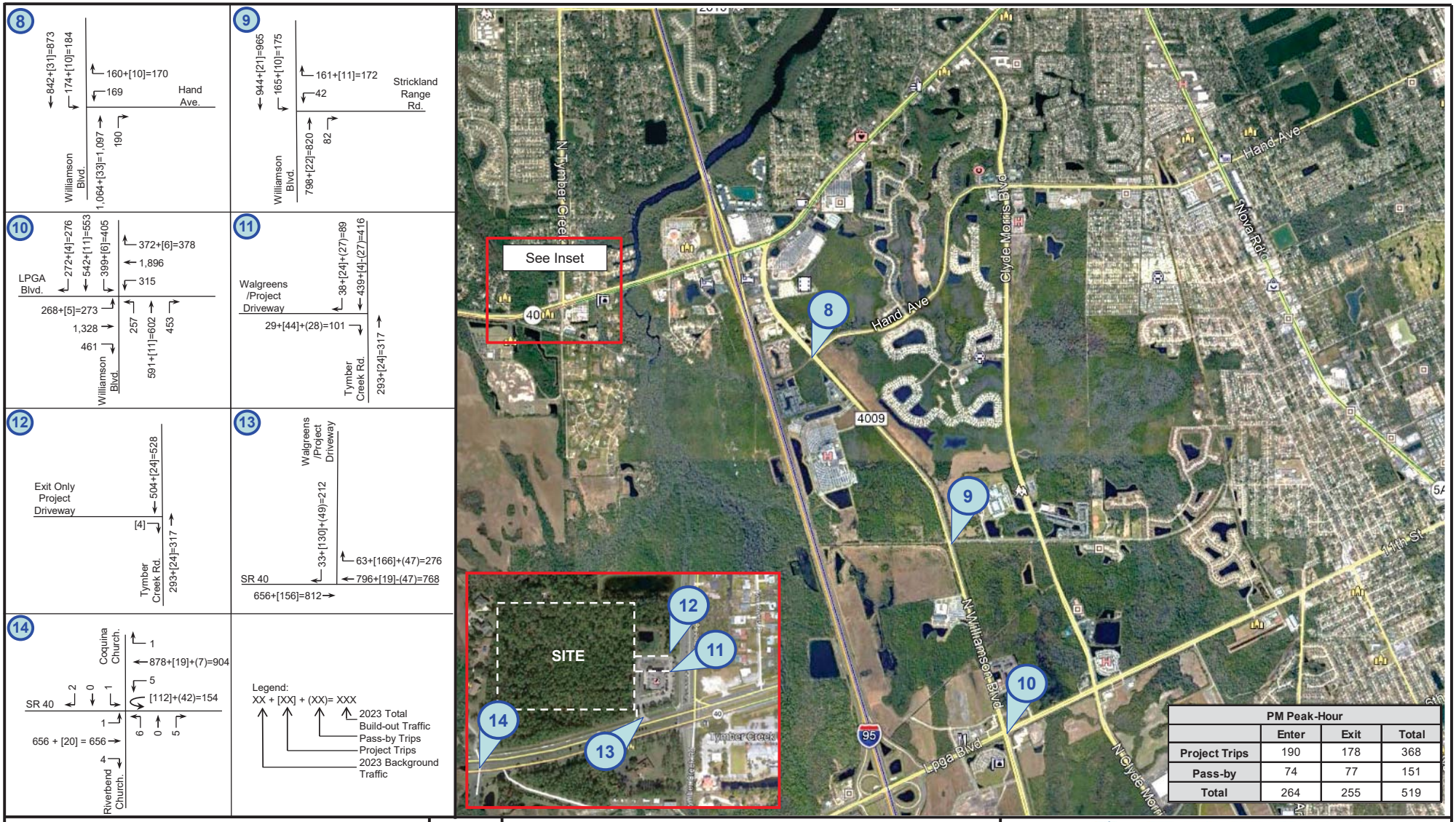
NTS

2023 Build-Out P.M. Peak-Hour Volumes

Project Number: 5003.02

Figure 4C

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Tymber Creek Apartments

N

NTS

2023 Build-Out P.M. Peak-Hour Volumes

Project Number: 5003.02

Figure 4D

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

5

BUILD-OUT - FUTURE ROADWAY ANALYSIS

The study area intersections and roadway segments were analyzed based on the roadway conditions at the time of project build-out to determine potential impacts of project-generated trips and investigate mitigation requirements. The improvements recommended in background conditions have been included in the 2023 build-out analysis for those applicable intersections and roadway segments.

2023 Build-Out Unsignalized Intersection Analysis

The unsignalized intersections were analyzed to determine the operational LOS under build-out conditions, including the improvements identified during 2023 background conditions, and the results are presented in Table 11. The HCS summary sheets are also contained in Appendix M.

Table 11
2023 Build-Out A.M. and P.M. Peak-Hour LOS – Unsignalized Intersections
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Critical Approach	Delay	LOS	Critical Approach	Delay	LOS
Williamson Blvd. at Strickland Range Rd.	E	WB	18.8	C	WB	19.3	C
Tymber Creek Rd. at RIRO Project Driveway	E	EB	12.1	B	EB	10.3	A
Tymber Creek Rd. at Exit Only Project Driveway	E	EB	11.3	B	EB	10.0	B
SR 40 at Project Driveway	D	SB	10.7	B	SB	14.6	B
SR 40 at Full Median Opening	D	NB	13.7	B	SB	22.1	C

As indicated in the table, the unsignalized intersections are anticipated to operate within the adopted LOS with the proposed improvements.

2023 Build-Out Signalized Intersections

The signalized intersections were analyzed to determine the operational LOS under build-out conditions, including the improvements identified during 2023 background conditions, and the results are presented in Table 12. The Synchro summary sheets are also contained in Appendix N.

Table 12
2023 Build-Out A.M. and P.M. Peak-Hour LOS - Signalized Intersections
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 40 at Tymber Creek Rd.	D	47.0	D	No	38.4	D	No
SR 40 at Booth Rd.	D	8.4	A	No	8.7	A	No
SR 40 at I-95 SB Ramps	D	33.5	C	No	51.0	D	No
SR 40 at I-95 NB Ramps	D	27.8	C	No	27.9	C	No
SR 40 at Williamson Blvd.	D	51.8	D	No	54.2	D	Yes
SR 40 at Clyde Morris Blvd.	D	48.5	D	No	51.1	D	No
Tymber Creek Rd. at Tymber Run	E	12.6	B	No	7.8	A	No
Williamson Blvd. at Hand Ave.	E	12.9	B	No	18.2	B	No
Williamson Blvd. at LPGA Blvd.	E	41.6	D	No	61.0	E	No

As indicated in Table 9, all of the study area intersections are expected to operate within the adopted LOS and with a v/c ratio less than 1.0 under 2023 build-out conditions, with the exception of SR 40 at Williamson Boulevard. The following improvements are recommended to achieve acceptable levels of service and a v/c ratio less than 1.0 at all intersections:

- SR 40 at Williamson Boulevard:
  - Optimize signal timing splits in the p.m. peak-hour

The analysis of the intersections with the proposed improvements is provided in Table 13. The Synchro summary sheets are located in Appendix O.

Table 13
2023 Build-Out A.M. and P.M. Peak-Hour LOS - Signalized Intersections - Improved
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 40 at Williamson Blvd.	D	-	-	-	52.6	D	No

2023 Build-out Roadway Segment Analysis

The study area roadway segments were analyzed under 2023 build-out conditions to determine the expected LOS and the results are shown in Table 14. As indicated, six roadway segments will not operate within an acceptable LOS. The following improvements are recommended in order to achieve acceptable levels of service at the deficient roadway segments:

- SR 40 from I-95 to Clyde Morris Boulevard:
  - Widen from 4-lanes to 6-lanes
- Hand Avenue from Clyde Morris Boulevard to Shangri La Drive:
  - Widen from 2-lanes to 4-lanes
- Williamson Boulevard from Hand Avenue to Strickland Range Road:
  - Widen from 2-lanes to 4-lanes
- LPGA Boulevard from Tymber Creek Road to Tomoka Farms Road:
  - Widen from 2-lanes to 4-lanes
- LPGA Boulevard from Tomoka Farms Road to I-95 Southbound Ramps:
  - Widen from 4-lanes to 8-lanes
- LPGA Boulevard from I-95 Southbound Ramps to Williamson Boulevard:
  - Widen from 6-lanes to 8-lanes
- LPGA Boulevard from Williamson Boulevard to Clyde Morris Boulevard:
  - Widen from 4-lanes to 6-lanes

The roadway segments were evaluated with the above mentioned improvements and the results are presented at the lower part of Table 14. Please note that these improvements are not yet funded for construction. As indicated by Table 14, LPGA Boulevard from I-95 Northbound ramps to Outlet Boulevard continues to operate over the improved capacity during the p.m. peak-hour even after implementing an 8-lane improvement. Additional analysis is recommended to determine whether the future background vested traffic is overstated, or to determine additional feasible improvements.

Table 14
2023 Background PM Peak-Hour LOS - Roadway Segments*
Tymber Creek Apartments

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity	Existing PM Peak-Hour Two-Way Volume	2023 Growth Factor	Vested Trips	2023 Background Traffic	Background PM Volume Exceed Adopted LOS?	Project Distribution	Project Trips	2023 Build-Out Traffic	2023 Build-Out Traffic Exceed Adopted LOS?
SR 40	Tymber Creek Rd Ext	I 95	4	D	3,580	2,470	1.10	322	3,049	No	76.0%	279	3,328	No
	I 95	Clyde Morris Blvd	4	D	3,580	3,100	1.10	62	3,485	No	41.4%	152	3,637	Yes
Tymber Creek Rd	Tymber Run	SR 40	4	E	1,540	950	1.10	0	1,049	No	76.3%	280	1,329	No
Hand Ave	Clyde Morris Blvd	Shangri La Dr	2	E	1,540	1,380	1.25	0	1,722	Yes	4.4%	16	1,738	Yes
	Shangri La Dr	Nova Rd	4	E	3,410	1,490	1.23	463	2,293	No	3.8%	14	2,307	No
Williamson Blvd	Hand Ave	Strickland Range Rd	2	E	1,540	1,480	1.40	597	2,667	Yes	17.3%	63	2,730	Yes
LPGA Blvd.	Tymber Creek Rd.	Tomoka Farms Rd.	2	E	1,540	1,110	1.49	2,276	3,934	Yes	2.4%	9	3,943	Yes
	Tomoka Farms Rd.	I-95 SB Ramps	4	E	3,410	2,060	1.30	2,815	5,496	Yes	2.9%	11	5,507	Yes
	I-95 SB Ramps	I-95 NB Ramps	6	E	5,120	2,060	1.30	2,815	5,496	Yes	2.1%	8	5,504	Yes
	I-95 NB Ramps	Outlet Blvd.	6	E	5,120	2,060	1.54	3,886	7,064	Yes	3.0%	11	7,075	Yes
	Outlet Blvd.	Williamson Blvd.	6	E	5,120	2,060	1.54	2,768	5,946	Yes	2.6%	10	5,956	Yes
	Williamson Blvd.	Clyde Morris Blvd.	4	E	3,410	2,190	1.28	2,004	4,799	Yes	3.4%	12	4,812	Yes

Improved**

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity	Existing PM Peak-Hour Two-Way Volume	Growth Factor	Vested Trips	Background Traffic	Background PM Volume Exceed Adopted LOS?	Project Distribution	Project Trips	Build-Out Traffic	Build-Out Traffic Exceed Adopted LOS?
SR 40	I 95	Clyde Morris Blvd	6	D	5,390	3,100	1.10	62	3,485	No	41.4%	152	3,637	No
Hand Ave	Clyde Morris Blvd	Shangri La Dr	4	E	3,410	1,380	1.25	0	1,722	No	4.4%	16	1,738	No
Williamson Blvd.	Hand Ave	Strickland Range Rd	4	E	3,410	1,480	1.40	597	2,667	No	17.3%	63	2,730	No
LPGA Blvd	Tymber Creek Rd.	Tomoka Farms Rd.	4	E	5,120	1,110	1.49	2,276	3,934	No	2.4%	9	3,943	No
	Tomoka Farms Rd.	I-95 SB Ramps	8	E	6,489	2,060	1.30	2,815	5,496	No	2.9%	11	5,507	No
	I-95 SB Ramps	I-95 NB Ramps	8	E	6,489	2,060	1.30	2,815	5,496	No	2.1%	8	5,504	No
	I-95 NB Ramps	Outlet Blvd.	8	E	6,489	2,060	1.54	3,886	7,064	Yes	3.0%	11	7,075	Yes
	Outlet Blvd.	Williamson Blvd.	8	E	6,489	2,060	1.54	2,768	5,946	No	2.6%	10	5,956	No
	Williamson Blvd.	Clyde Morris Blvd.	6	E	5,120	2,190	1.28	2,004	4,799	No	3.4%	12	4,812	No

**Includes improvements funded for construction within the next three years*
***Improved 4-Lane capacity based upon capacity of comparable roadway segments reported in Volusia County's AADT Table.*
****All recommended improvements are not currently funded for construction.*

Please note, the recommended improvements for LPGA Boulevard from Tomoka Farms Road to Williamson Boulevard and SR 40 from I-95 to Clyde Morris Boulevard in Table 14 are not shown in the 2025 Future Number of Lanes Map found in the transportation element of Volusia County's Comprehensive Plan. Per Volusia County request, the project impacts from the segment of LPGA Boulevard have been reassigned to the future Dunn Avenue Extension, and the project impacts from the segment of SR 40 have been reassigned to Hand Avenue. The cost for the improvement will be reflected in the proportionate share calculation.

Queue Length and Turn Lane Analysis

A queue length analysis was conducted to determine recommended storage lengths for existing turn lanes at the study area intersections. The background and build-out Synchro/HCS results were used to obtain the 95th percentile queue lengths anticipated for each exclusive turn lane during the a.m. and p.m. peak-hours that were affected by project trips. Turn lane requirements were evaluated using the Volusia County LDC Section 72-619, Table VI and FDOT Design Manual Exhibit 212-1. The resulting recommended turn lane lengths for the intersections are provided in Table 15. As indicated in the table, the following turn-lane extensions are recommended:

- SR 40 at Tymber Creek Road
  - Extend southbound left-turn lanes by 100-feet
- SR 40 at I-95 Northbound Ramps
  - Extend eastbound left-turn lane by 100-feet
- SR 40 at Williamson Boulevard
  - Extend northbound left-turn lanes by 25-feet
- SR 40 at Clyde Morris Boulevard
  - Extend eastbound right-turn lane by 25-feet
- Williamson Boulevard at Hand Avenue
  - Extend southbound left-turn lane by 15-feet
- Williamson Boulevard at LPGA Boulevard
  - Extend westbound right-turn lane by 25-feet

Table 15
2023 Build-Out AM and PM Peak-Hour - Queue Length and Turn Lane Recommendations
Tymber Creek Apartments

Intersection	Turn Lane	Posted Speed Limit (mph)	Existing Lane Length (ft)	Required Deceleration (ft)*	Existing				Background				Build-Out					
					# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	Lane Length Deficiency Difference from Background to Build-Out (ft)	Project Trips
AM																		
SR 40 at Tymber Creek Rd.	EBL	50	495	350	1	75	425	0	1	75	425	0	1	125	475	0	0	15
	SBL	45	640	385	2	375	760	120	2	400	785	145	2	500	885	245	100	82
SR 40 at I-95 SB Ramps	EBR	45	550	290	1	125	415	0	1	125	415	0	1	125	415	0	0	26
	SBR	35	425	155	1	50	205	0	1	50	205	0	1	50	205	0	0	26
SR 40 at I-95 NB Ramps	EBL	45	175	290	1	225	515	340	1	225	515	340	1	250	540	365	25	23
SR 40 at Williamson Blvd.	NBL	40	395	240	2	350	590	195	2	350	590	195	2	375	615	220	25	35
SR 40 at Clyde Morris Blvd.	EBR	45	205	240	1	400	640	435	1	425	665	460	1	450	690	485	25	1
	NBL	35	430	185	2	300	485	55	2	325	510	80	2	325	510	80	0	1
Tymber Creek Rd. at Tymber Run	NBL	45	225	385	1	25	410	185	1	25	410	185	1	25	410	185	0	3
Williamson Blvd. at Hand Ave.	SBL	40	380	320	1	50	370	0	1	50	370	0	1	50	370	0	0	8
Williamson Blvd. at LPGA Blvd.	EBL	45	390	385	2	175	560	170	2	225	610	220	2	225	610	220	0	4
	WBR	45	390	385	1	125	510	120	1	250	635	245	1	250	635	245	0	5
	SBL	50	360	455	2	125	580	220	2	150	605	245	2	150	605	245	0	5
PM																		
SR 40 at Tymber Creek Rd.	EBL	50	495	350	1	75	425	0	1	75	425	0	1	125	475	0	0	6
	SBL	45	640	385	2	250	635	0	2	250	635	0	2	300	685	45	45	47
SR 40 at I-95 SB Ramps	EBR	45	550	290	1	200	490	0	1	225	515	0	1	250	540	0	0	31
	SBR	35	425	155	1	100	255	0	1	225	380	0	1	175	330	0	0	33
SR 40 at I-95 NB Ramps	EBL	45	175	290	1	200	490	315	1	200	490	315	1	300	590	415	100	26
SR 40 at Williamson Blvd.	NBL	40	395	240	2	650	890	495	2	600	840	445	2	625	865	470	25	45
SR 40 at Clyde Morris Blvd.	EBR	45	205	240	1	425	665	460	1	525	765	560	1	525	765	560	0	2
	NBL	35	430	185	2	325	510	80	2	350	535	105	2	350	535	105	0	2
Tymber Creek Rd. at Tymber Run	NBL	45	225	385	1	25	410	185	1	25	410	185	1	25	410	185	0	4
Williamson Blvd. at Hand Ave.	SBL	40	380	320	1	50	370	0	1	50	370	0	1	75	395	15	15	10
Williamson Blvd. at LPGA Blvd.	EBL	45	390	385	2	225	610	220	2	300	685	295	2	300	685	295	0	5
	WBR	45	390	385	1	250	635	245	1	325	710	320	1	350	735	345	25	6
	SBL	50	360	455	2	250	705	345	2	425	880	520	2	425	880	520	0	6

**Based upon Volusia County LDC Section 72-619 Table VI and FDOT Design Manual 212-1*

Alternate Mode Analysis

An alternative mode analysis has been conducted to determine existing and proposed alternate modes of transportation within the immediate project study area.

VOTRAN, Volusia County's public transportation system, provides transportation alternatives to all urban areas of the county via fixed route buses and paratransit vehicles. The frequency of most routes is one hour, with a few operating on the half-hour. Standard daily service is provided from 6 a.m. – 7 p.m., Monday through Saturday, with a limited fixed route service at night and on Sunday. At this time, VOTRAN does not operate a fixed route near the location of the proposed development.

There are 5-foot and 8-foot sidewalks currently along both sides of Tymber Creek Road and adjacent to the proposed development along SR 40. There are bicycle lanes present along SR 40 and Tymber Creek Road adjacent to proposed development. A sidewalk network internal to the development will provide access to the commercial development and connect to the external sidewalk along Tymber Creek Road, providing connectivity for pedestrians. Within the 2-mile walk zone for schools near the development, sidewalks adjacent to the proposed development along Tymber Creek Road continue north, providing continuous access to Pathways Elementary School. For pedestrians to have continuous access to Pine Trails Elementary, sidewalk installation along Airport Road, east of Tymber Creek Road, is required.

Site Access Analysis

Access is proposed on SR 40 via an existing right-in/right-out driveway at the adjacent Walgreens, and an existing right-in/right-out driveway on Tymber Creek Road and an additional proposed right-out northern driveway on Tymber Creek Road. Based on the proposed site plan and number of peak-hour trips anticipated at the Tymber Creek Road driveway, the access point is classified as intermediate driveway. Tymber Creek Road is currently maintained by Volusia County with a speed limit of 45 miles per hour (mph) and is therefore required to meet current driveway criteria provided within Volusia County Land Development Code (LDC).

Section 72-619 states that a right-turn lane shall be required for an intermediate driveway adjacent to a thoroughfare with a speed limit greater than 35 mph. Therefore, a 385-foot (includes 50-foot taper) southbound right-turn lane is required at the southern Tymber Creek Road project driveway. Currently, there is no right turn lane at this driveway for the existing Walgreens development. Since the northern driveway along Tymber Creek Road is an exit only driveway, there are no turn lanes required.

SR 40 is maintained by FDOT as a state facility. There is an existing channelized right-turn lane into the project driveway that services the existing Walgreens driveway.

Proportionate Share (PS)

Based on Florida Statue and procedures outlined in the R2CTPO TIA guidelines, the proportionate Share (PS) shall be calculated using projects trips divided by the change in roadway capacity provided by the recommended improvements providing the projects PS percentage for the improvement. The total estimated construction cost for the improvement is multiplied by the PS percentage to determine the applicant's PS contribution.

The recommended improvements eligible for PS determination, the estimated improvements costs and PS calculation will be provided with the response to agency comments letter.

6

CONCLUSION AND RECOMMENDATIONS

This study was conducted to evaluate the impact the proposed Tymber Creek Apartments development would have on the surrounding roadway network in the City of Ormond Beach. The development will generate 301 new external a.m. peak-hour trips and 368 p.m. new external peak-hour trips. The results of the study are summarized in Tables 16 and 17, below.

Table 16
Recommended Improvements - Roadway Segments
Tymber Creek Apartments

Roadway	Segment		When Improvement Required	
	To	From	2023 Background	2023 Build-Out
SR 40	I-95	Clyde Morris Blvd.		6L
Hand Ave	Clyde Morris Blvd	Shangri La Dr	4L	
Williamson Blvd.	Hand Ave	Strickland Range Rd	4L	
LPGA Blvd	Tymber Creek Rd.	Tomoka Farms Rd.	4L	
	Tomoka Farms Rd.	I-95 SB Ramps	8L	
	I-95 SB Ramps	I-95 NB Ramps	8L	
	I-95 NB Ramps	Outlet Blvd.	8L	
	Outlet Blvd.	Williamson Blvd.	8L	
	Williamson Blvd.	Clyde Morris Blvd.	6L	

Please note, the recommended improvements for LPGA Boulevard from Tomoka Farms Road to Williamson Boulevard and SR 40 from I-95 to Clyde Morris Boulevard in Table 14 are not shown in the 2025 Future Number of Lanes Map found in the transportation element of Volusia County's Comprehensive Plan. Per Volusia County request, for the purpose of proportionate share costs, the project impacts from the segment of LPGA Boulevard have been reassigned to the future Dunn Avenue Extension, and the project impacts from the segment of SR 40 have been reassigned to Hand Avenue. The cost for the improvement will be reflected in the proportionate share calculation.

Table 17
Recommended Improvements - Intersections
Tymber Creek Apartments

Intersection	When Improvement Required	
	2023 Background	2023 Build-Out
Williamson Blvd. at Strickland Range Rd.	• Add exclusive westbound right-turn lane	
SR 40 at Williamson Blvd.	• Optimize timings	• Optimize timings in the p.m. peak-hour
SR 40 at Clyde Morris Blvd.	• Add northbound right-turn overlap phase • Optimize timings	
Williamson Blvd. at LPGA Blvd.	• Add exclusive northbound right-turn lane • Add exclusive southbound right-turn lane • Add additional westbound through-lane • Add eastbound, northbound, and southbound right-turn overlap phases • Optimize timings	

Based on the Volusia County Land Development Code (LDC), a southbound right-turn lane of 385-feet (includes 50-foot taper) is required at the southern Tymber Creek Road project driveway.

Based on the results of the TIA and the recommended improvements, the proposed Tymber Creek Apartments development is recommended for approval.

APPENDICES

ATTACHMENT 6

Applicant Provided Information

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sar E. Glover
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June 28, 2022

Mr. Steve Spraker
Planning Director
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Re: Tymber Creek Apartments
Parcel ID No(s).: 4125-00-00-0243 and 4125-00-00-0221

Dear Steve:

Our office has the pleasure of representing VCP Ormond Beach II, LLC, owner and developer of the above-referenced properties in Ormond Beach, Florida. This proposed project consists of 300 multifamily units within ten buildings and associated amenities. As outlined herein, this project is consistent with the directives contained in the Ormond Beach Comprehensive Plan and the requirements for the Planned Business Development zoning overlay and provides the following:

a. Innovative site design.

The Tymber Creek Apartments project encompasses approximately 19.620 acres of land with a proposed density of 18.27 residential units per acre. As a result, the goal of this development is to provide significant open areas and active recreation areas for the residents of the development to use and enjoy as well as timeless elevations and designs. The PD Plan, attached to the development agreement as Exhibit "B" demonstrates the innovative nature of the project design as a whole, with expansive open and green space, and interconnected street and sidewalk features.

b. Efficient location and utilization of infrastructure.

The Tymber Creek Apartments development provides for unique and thoughtful elevations for the multifamily structures, to provide the residents of Ormond Beach a beautiful residence and community to reside and work in. The development also provides for distinctive and classic entry features and signage, as further detailed in the attached

exhibits. Seventy-one (71) bicycle spaces are provided throughout the development with integrated sidewalks throughout the project connected to courtyards with additional plantings and landscaping. This development is contiguous to an existing commercial development as well as single-family residential development and as a result, provides for a mix of uses and housing types, as encouraged by the comprehensive plan.

The development also includes significant entry features, buffering, and landscape features as specifically innovated for this project by the landscape architects and engineers at Newkirk. The exhibits to the development agreement illustrate the interconnected elements of the cohesive streetscape in addition to connecting sidewalks surrounding the proposed development.

c. Open space, recreation, common areas.

The development offers acres of open space areas, active recreation, and amenity areas for the residents of the development to enjoy as part of an active lifestyle in Ormond Beach. The development also preserves over 2.4 acres of wetlands, and includes almost an acre of beautiful wet ponds throughout the development. The development also includes bicycle parking spaces, courtyards, a clubhouse and pool, and a dog park.

d. Usable and suitable located civic spaces, recreational facilities, open spaces and scenic areas.

The development provides for courtyards for the residents, a dog park for residents to walk their dogs and meet up with their fellow neighbors, and also provides for a gathering place in a club house and pool where residents can come together and enjoy the facilities the club house has to offer.

e. Coherent and visually attractive physical environment.

The enhanced buffers of the project paired with the modern yet subtle design style of the proposed buildings and floating fountains provides for a cohesive and aesthetically pleasing development for all residents and neighbors to enjoy.

f. Ensure compatibility with adjacent neighborhoods.

The project includes large tree preservation areas, landscape buffers, retaining walls and screening around the perimeter of the project boundaries to provide for separation with other uses.

Moreover, the project includes certain parking areas located on the side and rear of the buildings, a combination of retaining walls, screening such as fences, and buffers to define the project perimeter, a trash disposal area that is integrated into the site and aesthetically matches the project as a whole, and outdoor amenities such as courtyards and a dog park. We are also continuing to work with Newkirk on advancing this project and site plan forward based on feedback and comments from City staff and the community.

Based on the responses above, we are excited to move the proposed Tymber Creek Apartments project forward for the residents of Ormond Beach with a request for additional density. As always, should you have any questions, please do not hesitate to contact me.

Sincerely,

Nika K. Hosseini
Nika.Hosseini@CobbCole.com

NKH/lf

Scott W. Cichon
Robert A. Merrell III
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(1881-1939)
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(1916-2004)
W. Warren Cole, Jr.
(1926-2008)

June 28, 2022

Mr. Steve Spraker
Planning Director
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Re: PBD Public Hearing Application - Tymber Creek Apartments
Parcel ID No(s).: 4125-00-00-0243 and 4125-00-00-0221

Dear Steve:

Our office has the pleasure of representing VCP Ormond Beach II, LLC, owner and developer of the above-referenced properties in Ormond Beach, Florida. This proposed project consists of 300 multifamily units within ten buildings and associated amenities. Enclosed please find the following documents for this application.

- PBD Public Hearing application;
- Authorization of Owner;
- Proof of Ownership (property cards);
- Special Warranty Deed;
- Letter regarding description of project, requests & public benefits; and
- PBD Development Order with exhibits.

We are excited to move the proposed Tymber Creek Apartments project forward for the residents of Ormond Beach with a request for additional density. As always, should you have any questions, please do not hesitate to contact me.

Sincerely,

Nika K. Hosseini

Nika K. Hosseini
Nika.Hosseini@CobbCole.com

NKH/lf

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE: Application of: VCP Ormond Beach II, LLC, owner and developer
Application No: 2022-___
Project Name: Tymber Creek Apartments
Property Address: North Tymber Creek Road, Ormond Beach, FL 32174
Parcel ID Number(s): 4125-00-00-0243 and 4125-00-00-0221

PLANNED BUSINESS DEVELOPMENT
DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on _____, 2022 and _____, 2022 and the City Commission having considered those items as required by 1-18(D) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan;*

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; deprive adjoining properties of adequate light and air; or create excessive noise, odor, glare or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors;

9. The proposed used of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; and

10. The testimony provided at public hearings.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of VCP Ormond Beach II, LLC, a Florida limited liability company, the owner and developer of that property consisting of approximately +/- 19.620 acres located at the intersection of Granada Boulevard and Tymber Creek Road (Volusia County parcel numbers: 4125-00-00-0243 and 4125-00-00-0221) (the "Property"), for a Development Order for a Planned Business Development to be known as "Tymber Creek Apartments", to allow the construction of a residential community consisting of 300 multifamily units, and associated site improvements, on that Property more particularly described and depicted in Exhibit "A" and which plan is illustrated in Exhibit "B", which are respectively attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-36, Planned Business Development, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified hereby, shall at all times by strictly complied with.

2. Incorporate the uses and dimensional standards of the B-8 (Commercial) zoning district, except as otherwise provided in the development order.

3. *Signage.* Signage for the development shall meet Section 2-36(g)(1) of the City of Ormond Beach *Land Development Code*.

4. *Fences.* The developer may implement perimeter fencing on the Property as part of the development.

5. *Phasing.* The development may be built in one or more phases and in any order, in substantial accordance with the phasing plan, attached as

as Exhibit "C". Any revisions to the phasing plan may be processed as a minor amendment to this PBD Development Order.

6. *Lot Layout.* The actual count, location, and layout of the developed areas within the development shall be determined during site plan review and may be modified based on responses from and requirements of applicable permitting agencies and identified environmental conditions.

B. The final plans for the development project shall be consistent with all the conditions listed in this Development Order and as depicted in the plans that are attached hereto and incorporated herein by reference as Exhibit "B".

C. No material changed shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Business Development Order approved for this development project, and of the *Land Development Code*.

E. If the final plan approval lapses under the provisions of Section 1-14(C)(2) of the *Land Development Code* before the planned development permit can be established, a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code.*

F. In the event the use of the land approved by this Planned Business Development Order is abandoned for a period of three (3) years any permit issued hereunder and this Planned Business Development Order shall automatically become void and a Notice of Final Plan Revocation shall be filed under the provisions of Section 1-14(C)(2) of the *Land Development Code,* and a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code.*

G. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

H. In the event a building permit has not been issued within thirty-six (36) months, which date shall be _____, then this Development Order shall automatically become void and shall have no further legal effect per Chapter 1, Article II,

Section 1-14(C)(2), of the *Land Development Code.* If a building permit is issued on or before _____the project shall be vested.

I. This Planned Business Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of VCP Ormond Beach II, LLC, a Florida limited liability company, the owner and developer, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this ____day of _____ 2022.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
BILL PARTINGTON
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

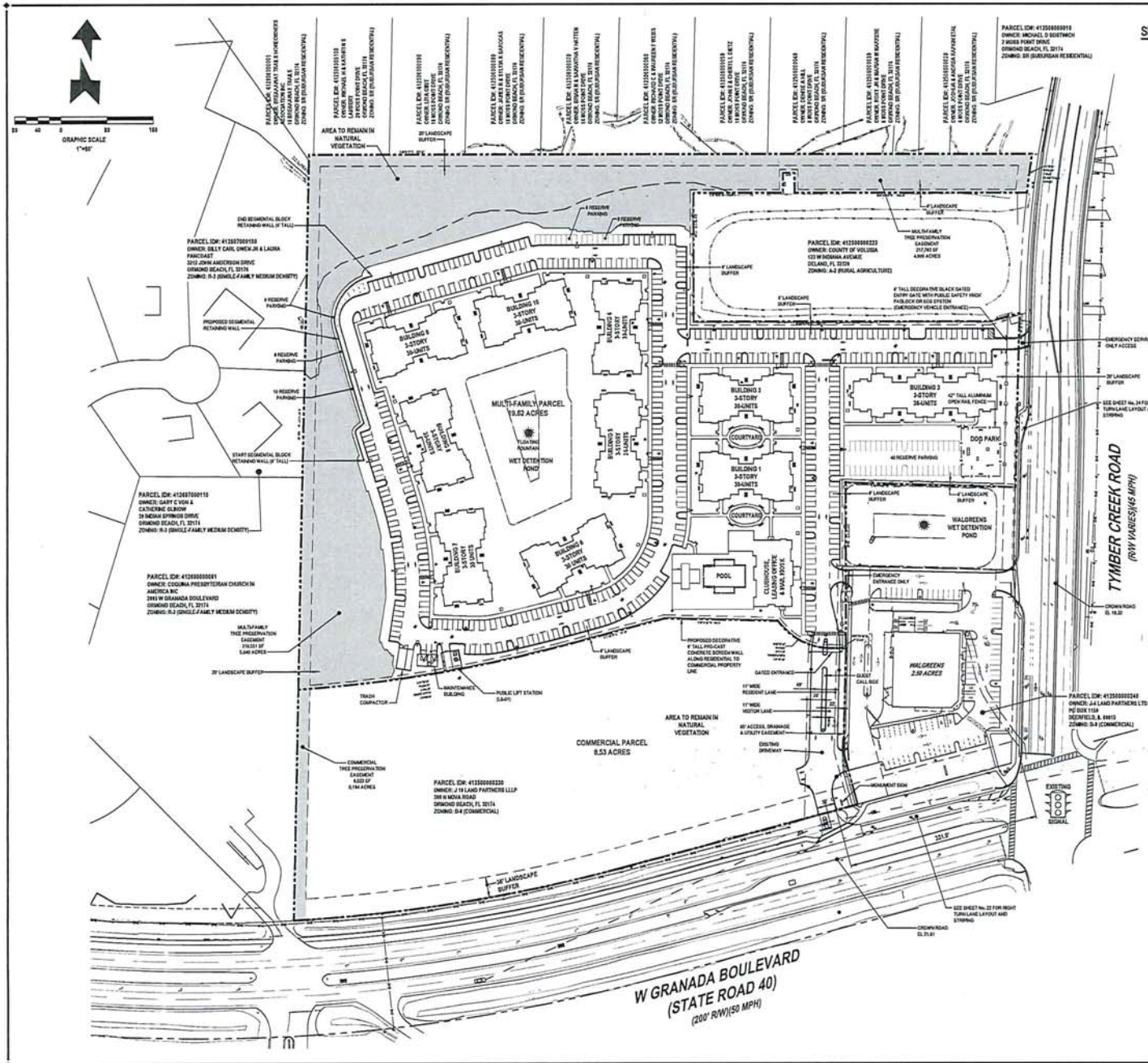
Exhibit A
Legal Description

A PORTION OF THE SOUTHWEST ¼ OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTWEST ¼ OF SAID SECTION 25 WITH THE WESTERLY RIGHT OF WAY LINE OF N. TYMBER CREEK ROAD AS NOW LAID OUT AND IN USE; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE S00°34'36"E, 251.98 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S89°41'08"W, 294.01 FEET; THENCE S01°55'12"E, 288.06 FEET; THENCE S89°24'30"W, 21.05 FEET TO THE BEGINNING OF A CRUVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 114.00 FEET AND CENTRAL ANGLE OF 56°32'40"; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 112.50 FEET; THENCE S89°24'30"W, 196.16 FEET; THENCE S73°06'38"W, 181.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2396.93 FEET AND CENTRAL ANGLE OF 11°08'38"; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.20 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE N00°43'37"W ALONG SAID WEST LINE, 930.26 FEET TO THE SOUTH LINE OF THE NORTH ¾ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 25; THENCE N88°04'47"E ALONG SAID SOUTH LINE, 1251.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD AND THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2143.48 FEET, A CENTRAL ANGLE OF 01°49'56" AND A CHORD BEARING S05°22'45'W; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 68.55 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED AS PARCEL NUMBER: 103-POND 1, IN OFFICIAL RECORD BOOK 6966, PAGE 0009, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHT (8) CALLS: S88°04'48"W, 402.56 FEET; THENCE N01°55'12"W, 35.00 FEET; THENCE S88°04'48"W, 20.00 FEET; THENCE S01°55'12"E, 35.00 FEET; THENCE S88°04'48"W, 155.00 FEET; THENCE S01°55'12"E, 225.00 FEET; THENCE N88°04'48"E, 512.51 FEET; THENCE N72°33'09"E, 53.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S00°34'36"E, 49.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.62 ACRES, MORE OR LESS.

Exhibit B
Overall Development Plan



SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING	LANDSCAPE
FRONT (TYMBER CREEK)	25 FEET	20 FEET
REAR (NORTH)	20 FEET	20 FEET
SIDE (WEST)	10 FEET	20 FEET
SIDE (INTERIOR)	10 FEET	6 FEET
SIDE (CORNER)	20 FEET	6 FEET
MAXIMUM BUILDING HEIGHT		45 FEET

* SECTION 3-36(d) STATES, "HEIGHT LIMITS MAY EXCEED THAT ALLOWED BY DISTRICT REGULATIONS BY A MAXIMUM FIFTEEN FEET (15'), PROVIDED THAT THE STRUCTURE IS LOCATED AS TO NOT HAVE AN ADVERSE IMPACT ON ADJOINING PROPERTIES, PARTICULARLY SINGLE-FAMILY HOMES. THIS ADDITIONAL HEIGHT ALLOWANCE WILL NOT BE AWARDED FOR ANY PORTION OF A STRUCTURE LOCATED WITHIN FIFTY FEET (50') OF A SINGLE FAMILY HOME OR FOR A VACANT SITE IN A ZONING DISTRICT DESIGNED PRIMARILY FOR SUCH USE. IN NO CASE SHALL ANY BUILDING HEIGHT EXCEED SEVENTY-FIVE FEET (75') WHEN MEASURED FROM THE AVERAGE MEDIAN LOT ELEVATION TO THE HIGHEST POINT OF ANY STRUCTURE AND/OR ATTACHED SERVICES."

MAXIMUM BUILDING COVERAGE	35%
MAXIMUM IMPERVIOUS LOT COVERAGE	75%

THE B-8 ZONING DISTRICT ALLOWS 10 UNITS PER ACRE, THE LAND USE CATEGORIES ALLOW:
(1) "OPEN SPACE/CONSERVATION" (3.2 ACRES) - 0 UNITS
(2) "RESIDENTIAL, OFFICE RETAIL" (3.2 ACRES) - 48 UNITS
(3) "GENERAL COMMERCIAL" (13.22 ACRES) - 423 UNITS

THE PROPERTY'S LAND USES ALLOW A TOTAL OF 471 UNITS (300 UNITS PROPOSED).
THE UNITS PER ACRE NEED TO BE BASED UPON 16.42 ACRES OR
300 UNITS / 16.42 = 18.27 UNITS PER ACRE

NO STRUCTURE SHALL EXCEED 180 LINEAR FEET IN LENGTH PER LDC SECTION 3-57(22)(f).

2. PROPOSED SITE COVERAGE:

	SQ. FT	ACRE	%
BUILDINGS	127,446	2.926	14.9
PAVEMENT	164,109	3.767	19.2
CONCRETE SIDEWALKS / PADS/ POOL DECK	46,260	1.062	5.4
RESERVED PARKING	18,810	0.432	2.2
EXTERIOR LANDSCAPE	67,254	1.544	7.9
INTERIOR LANDSCAPE	312,116	7.165	36.5
WET DETENTION PONDS	32,862	0.754	3.8
WETLANDS	104,588	2.402	12.2
TOTAL SITE	854,635	19.620	100.0
TOTAL IMPERVIOUS	337,815	7.755	39.5
TOTAL PERVIOUS	516,820	11.865	60.5

3. PARKING REQUIREMENTS

UNIT MIX	
1.5 SPACES PER 1 BEDROOM x 168	= 252 SPACES
0.5 SPACES RESERVE PER 2 BEDROOM x 120	= 84 SPACES
2.0 SPACES PER 2 BEDROOM x 120	= 240 SPACES
2.0 SPACES PER 3 BEDROOM x 12	= 24 SPACES
TOTAL REQUIRED PARKING	= 600 SPACES

4. PARKING PROVIDED

		%
HANDICAP	11	1.8
STANDARD	506	84.3
RESERVE	83	13.8
TOTAL PARKING PROVIDED	600	100.0

5. BICYCLE PARKING REQUIRED

10% OF TOTAL PARKING = 0.10 x 600 = 60
REQUIRED BICYCLE PARKING = 60 SPACES

6. BICYCLE PARKING PROVIDED

71 BICYCLE SPACES PROVIDED

REVISIONS		
DATE	DESCRIPTION	
4/7/22	CITY COMMENTS	
5/2/22	CITY COMMENTS	

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NEWKIRK ENGINEERING INC.

OVERALL DEVELOMENT PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

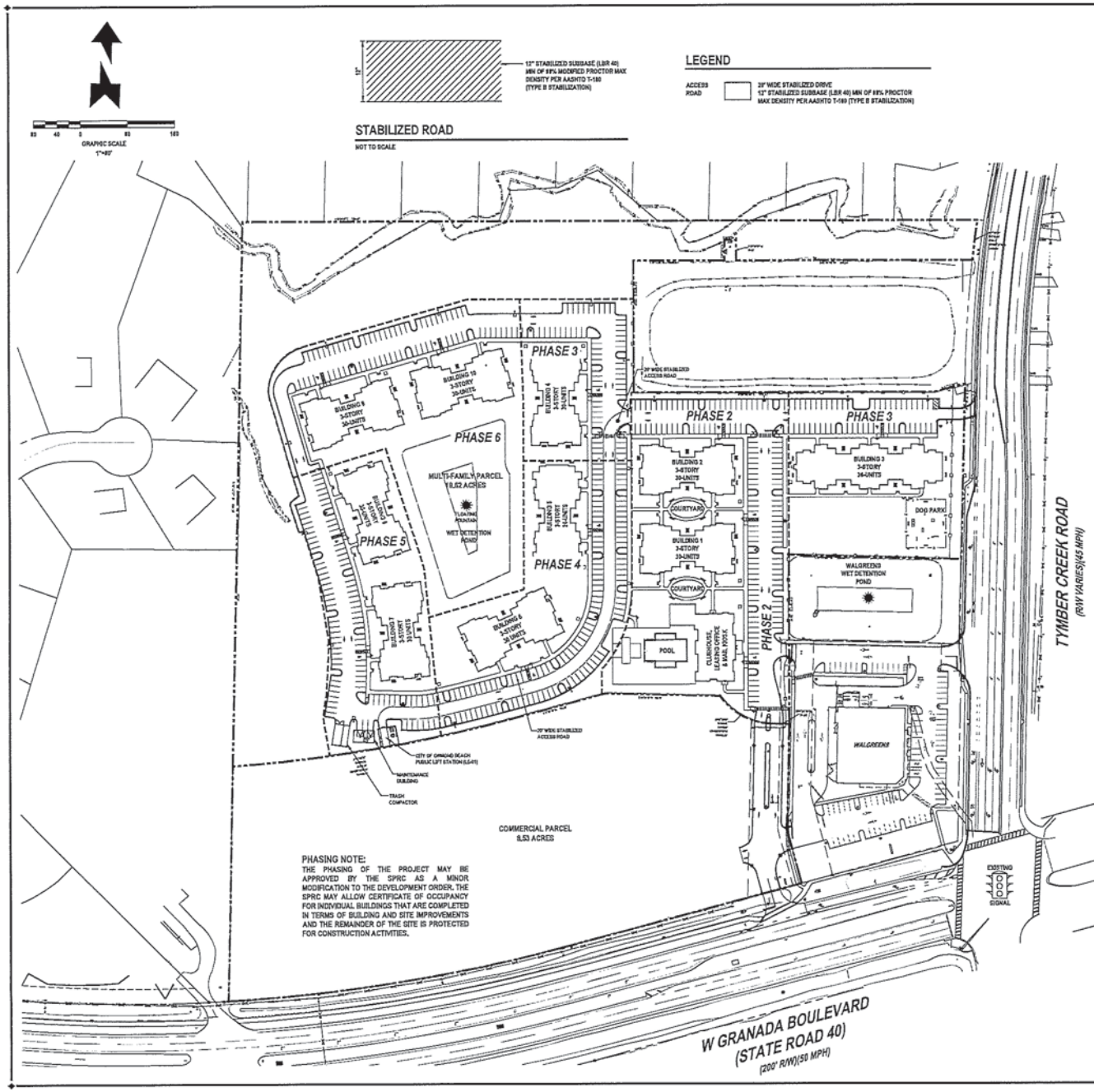
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Harry Newkirk
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HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No.	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	AWS
CHECKED BY:	HHN
SCALE:	1" = 80'

DRAWING NUMBER

15

Exhibit C
Phasing Plan



PHASING NOTE:
THE PHASING OF THE PROJECT MAY BE APPROVED BY THE SPRC AS A MINOR MODIFICATION TO THE DEVELOPMENT ORDER. THE SPRC MAY ALLOW CERTIFICATE OF OCCUPANCY FOR INDIVIDUAL BUILDINGS THAT ARE COMPLETED IN TERMS OF BUILDING AND SITE IMPROVEMENTS AND THE REMAINDER OF THE SITE IS PROTECTED FOR CONSTRUCTION ACTIVITIES.

PHASE 1 (SITE INFRASTRUCTURE CONSTRUCTION)

1. INSTALL ALL SITE FENCE, TREE BARRICADES AND CONSTRUCTION ENTRANCE.
2. CLEARING AND GRUBBING ENTIRE SITE WITHIN LIMITS OF CONSTRUCTION.
3. EARTHWORK IMPROVEMENTS CONSISTING OF SITE GRADING AND STORMWATER PONDS.
4. INSTALL PUBLIC LIFT STATION AND SANITARY SEWER MAIN, MANHOLES AND SERVICES.
5. INSTALL WATER MAIN, FIRE HYDRANTS, WATER SERVICES AND FIRE SERVICES.
6. INSTALL STORMWATER INLETS, DRAINAGE PIPES, CONTROL STRUCTURES, STORM-TECH EXFILTRATION AND MITERED END SECTIONS.
7. INSTALL SEGMENTAL RETAINING WALL.
8. INSTALL 20-FEET WIDE STABILIZED ACCESS ROAD TO LIFT STATION.
9. INSTALL FIRST LIFT OF ASPHALT PAVEMENT CONSISTING OF STABILIZED SUBBASE, BASE, 3/4 INCH OF ASPHALT AND CURBING.
10. TYMBER CREEK ROADWAY IMPROVEMENTS CONSISTING OF RIGHT-TURN LANE AND DUEL LEFT TURN LANE EXPANSION.
11. SURVEYOR TO PREPARE AS-BUILTS FOR WATER AND SEWER IMPROVEMENTS.
12. ENGINEER OF RECORD TO PREPARE FDEP WATER AND WASTEWATER CERTIFICATIONS FOR CITY OF ORMOND BEACH APPROVAL. ENGINEER OF RECORD TO SUBMIT FDEP WATER AND WASTEWATER CERTIFICATIONS TO FDEP FOR FINAL APPROVAL.
13. ENGINEER OF RECORD TO CERTIFY TYMBER CREEK ROAD IMPROVEMENTS WITH VOLUSIA COUNTY.

PHASE 2 (CLUBHOUSE, BUILDING 1 & 2)

1. ALL SITE INFRASTRUCTURE IMPROVEMENTS SHALL BE CONSTRUCTED INCLUDING FIRST LIFT OF ASPHALT FOR THE ENTIRE DEVELOPMENT PRIOR TO REQUESTING ANY BUILDING CLEARING FOR OCCUPANCIES.
2. CONSTRUCT CLUBHOUSE AND POOL, BUILDING 1 AND 2 BUILDING IMPROVEMENTS.
3. INSTALL SECOND LIFT OF ASPHALT (SM') WITHIN BUILDING PHASE.
4. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
5. INSTALL SIDEWALK CONNECTION TO GRANADA BOULEVARD.
6. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
7. INSTALL PRE-CAST SCREEN WALL.
8. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
9. INSTALL LANDSCAPE, IRRIGATION AND FLOATING FOUNTAIN WITHIN WALGREENS.
10. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
11. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
12. INSTALL TEMPORARY DUMPSTER.
13. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
14. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
15. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 3 (BUILDING 3 & 4)

1. CONSTRUCT BUILDING 3 AND 4 BUILDING IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (SM') WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL SIDEWALK CONNECTION TO TYMBER CREEK ROAD.
5. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
6. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
7. INSTALL TEMPORARY DUMPSTER.
8. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
9. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
10. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
11. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
12. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS A REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 4 (BUILDING 5 & 6)

1. CONSTRUCT BUILDING 5 AND 6 BUILDING IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (SM') WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. INSTALL TEMPORARY DUMPSTER.
7. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
8. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
11. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 5 (BUILDING 7, 8, MAINTENANCE BLDG. & TRASH COMPACTOR)

1. CONSTRUCT BUILDING 7, 8, MAINTENANCE BUILDING AND TRASH COMPACTOR IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (SM') WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. REMOVE ALL TEMPORARY DUMPSTERS.
7. SURVEYOR TO PREPARE AS-BUILTS FOR THIS PHASE.
8. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
11. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 6 (BUILDING 9, 10 & ENTIRE SITE FINAL RE-INSPECTION)

1. CONSTRUCT BUILDING 9, 10 AND WET DETENTION POND IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (SM') WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. SURVEYOR TO PREPARE AS-BUILTS FOR THIS PHASE.
7. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
8. INSTALL FLOATING FOUNTAIN IN WET DETENTION POND.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. ENGINEER OF RECORD TO CERTIFY STORMWATER SYSTEM WITH SJRWMD.
11. ENGINEER OF RECORD TO CERTIFY FDEP NOREC NOTICE OF TERMINATION.
12. CITY OF ORMOND BEACH PHASE INSPECTION AND RE-INSPECTION OF ENTIRE SITE WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
13. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS

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www.NewKirkEngineering.com
C.A. # 30029
L.C. # 26002914
C 2613
Civil Engineering
Traffic Engineering CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC

OVERALL PHASING PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 80'

DRAWING NUMBER

16

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mrs. Ida D. Wright, Chairman
Mrs. Linda Cuthbert, Vice-Chairman
Mr. Carl Persis
Mr. Ruben Colón
Ms. Jamie M. Haynes

Dr. Scott Fritz
Superintendent of Schools

July 27, 2020

Newkirk Engineering INC.
Harry Newkirk, PE
1230 N. US HWY 1 Ste. 3
Ormond Beach Fl. 32174

RE: Tymber Creek Apartments – Ormond Beach
School Capacity Review #20-07-27-001-R

School Concurrency Determination
Concurrency Letter

Dear Mr. Newkirk,

The District has reviewed the updated information for the residential project known as Tymber Creek Apartments, associated with 19.62+/- acres of property. The property is located at 2011 W. Granada Boulevard., located within the city limits of Ormond Beach. Information provided within the school concurrency application indicates the development activity will consist of three hundred (300) multifamily units.

The district uses a county wide Student Generation Rate (SGR) of (0.273) per single family and (0.127) per multi-family dwelling unit to calculate projected students[1]. By applying the SGRs to the unit types in Table 1 below, we find the project could generate thirty-four (39) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	.273	0	0
Multi Family Dwelling Unit	.127	300	38.1
Mobile/ Manufactured Home Dwelling Unit	.047	0	0
	Total		39

The schools impacted by this development are Pathways Elementary, David C. Hinson Middle School, and Mainland High School.

[1] Most recent student generation rates are found in the School Impact Fee Update dated February 19, 2019. Study performed by Tindale Oliver.

Tymbe4r Creek Apartments – Ormond Beach
July 27, 2020

The Concurrency Analysis (Table 2) adjusts for impacts to the Concurrency Service Areas (CSAs) by accounting for current school year enrollments, existing reservations at the impacted schools, and the projected students generated by the applicant. These factors give an associated utilization or Level of Service (LOS) percentage for each CSA.

Concurrency Analysis

Table 2

Schools	Adopted LOS	SY 19/20 Enrollment	Active Reservations	Existing LOS w/ Res	Students Generated by Request	Result LOS
Pathways Elementary	115%	761	0	105%	17	107%
David C. Hinson Middle School	115%	1040	70	104%	10	105%
Halifax CSA (Mainland HS)	120%	7326	248	100%	11	100%
Other					1	

The adopted LOS standard at elementary and middle school is (115%) of permanent student stations, and (120%) for high school CSAs. This projected increase in students **will not** exceed the adopted LOS at the any school level; therefore, the school district does not have an objection to the proposed site plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Therefore, students generated from this project may not attend the current assigned schools.

If you should have additional questions or require more information, please feel free to contact me at extension 50709.
Sincerely,

Stephanie B. Doster
Coordinator, Planning

Cc: Dr. Scott Fritz, Superintendent of Schools
Steven Grube, Director of Planning and Construction
Steven Sparker, Ormond Beach
Kiersta Hill, VCSB Planning Services Project File

FACILITIES SERVICES
3750 OLSON DRIVE, DAYTONA BEACH, FLORIDA 32124
PHONE: 386/734-7190 · FAX: 386/506-5056

An Equal Opportunity Employer

VOLUSIA COUNTY SCHOOLS

Certificate of School Concurrency

Volusia County School Board

Project Information	
Project Name	Tymber Creek Apartments
VCSB Project #	**20-07-27-001-R**
Jurisdiction Project#	
Parcel ID Numbers:	412500000221,412500000230
Project Location:	2011 W. Granada Blvd
# of residential units:	300
Residential Unit Type:	Multi Family
Property Owner/ Purchaser:	Tymber Creek Apartments LLC
Applicant/Agent Name:	Newkirk Engineering INC. Harry Newkirk

This School Concurrency Certificate shall reserve student stations for the above referenced project and shall confirm that said project meets the School Concurrency requirements of the adopted Interlocal Agreement for Public School Facility Planning.

School Concurrency Analysis					
School Levels:	Elementary	Middle	High	Other	Total Student Stations Reserved
Students Generated	**17**	**10**	**11**	1	**39**
Comments: This certificate is required to be included with the building permit submittal(s) as proof of school concurrency.					

This concurrency reservation shall expire two (2) years from the date of issuance of this certificate.

Stephanie B. Doster
Coordinator, Planning

27 July 2020
Issue Date

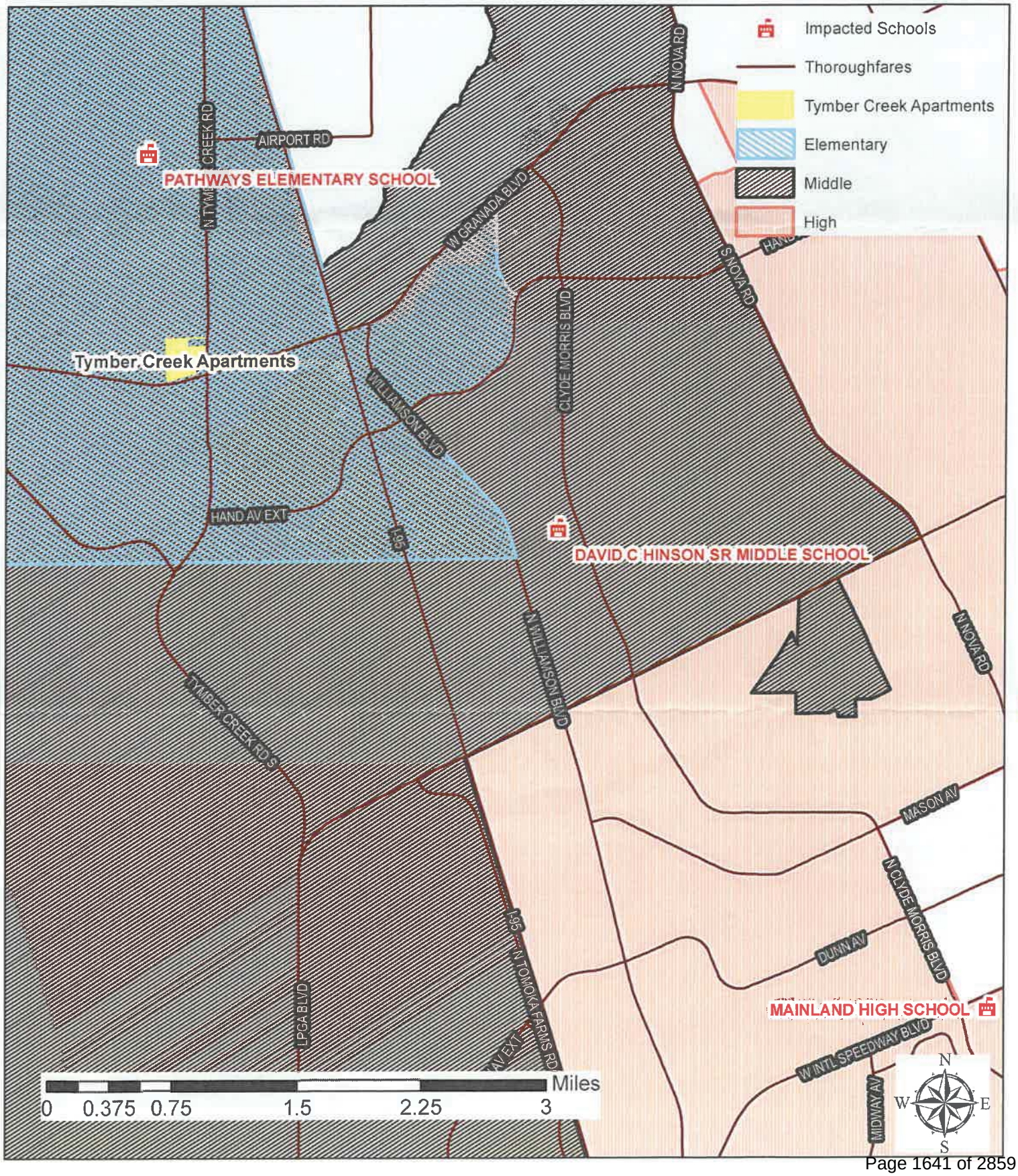
Created: 9/2007
Rev: 1/2018
Owner: Facilities Services

2008-072-VCS
Print Locally

VCSB Schools Impacted by Development

School Concurrency Review
Tymber Creek Apartments

Created by Facilities Services
June 2020



ATTACHMENT 7

Site plans

DWG.NO.	INDEX OF SHEETS DESCRIPTION
1	COVER
2-5	BOUNDARY AND TOPOGRAPHIC SURVEY
6-8	DEVELOPMENT INFORMATION AND CONSTRUCTION NOTES
9-11	DEMOLITION AND SWPPP PLAN
12	STATE ROAD 40 RIGHT-OF-WAY SWPPP
12.1	STATE ROAD 40 RIGHT-OF-WAY SWPPP
13	TYMBER CREEK ROAD RIGHT-OF-WAY SWPPP
14	SWPPP DETAILS AND NOTES
15	OVERALL DEVELOPMENT PLAN
16	OVERALL PHASING PLAN
17-18	SITE LAYOUT PLAN
19-20	STRIPING AND SIGNAGE PLAN
21	S.R. 40 OVERALL TURN LANE IMPROVEMENTS
22	S.R. 40 RIGHT TURN LANE RIGHT-OF-WAY IMPROVEMENTS
23	S.R. 40 RIGHT TURN LANE R-O-W DRAINAGE & GRADING
23.1	S.R. 40 LEFT TURN LANE R-O-W DRAINAGE & GRADING
23.2	S.R. 40 LEFT TURN LANE R-O-W DRAINAGE & GRADING
24	TYMBER CREEK ROAD RIGHT-OF-WAY IMPROVEMENTS
25	TYMBER CREEK ROAD R-O-W DRAINAGE & GRADING
26	DRAINAGE PLAN
27-28	DRAINAGE DETAILS
29	STORMTECH DETAILS
30	POST-DEV WATER TABLE CALCULATION PLAN
31	ACCESS ROAD DRAINAGE PLAN
32	ACCESS ROAD STORMTECH DETAILS
33	WALGREENS DRAINAGE MODIFICATION PLAN
34-35	GRADING PLAN
36-37	RETAINING WALL DETAILS AND NOTES
38-42	CROSS SECTIONS
43-44	UTILITY PLAN
45	PLAN AND PROFILE
46	PLAN AND PROFILE
47	PLAN AND PROFILE
48	PLAN AND PROFILE
49	PLAN AND PROFILE
50	PLAN AND PROFILE
51	UTILITY CONFLICT DETAILS
52	UTILITY DETAILS AND NOTES
53-55	CITY OF ORMOND BEACH LIFT STATION DETAILS
56-57	CITY OF ORMOND BEACH DETAILS
58	MISCELLANEOUS DETAILS AND NOTES
59-64	FDOT STANDARD CONSTRUCTION DETAILS
65-66	MAINTENANCE OF TRAFFIC
67	OVERALL LANDSCAPE PLAN
68-70	LANDSCAPE PLAN
71	LANDSCAPE PLAN (TYPICAL BUILDING TYPE 1, 2, AND 3)
72	LANDSCAPE DETAILS AND NOTES
73	TREE CREDIT CALCULATION PLAN
74-76	TREE REMOVAL PLAN
77	LANDSCAPE DETAILS AND NOTES
78	OVERALL IRRIGATION PLAN
79-81	IRRIGATION PLAN
82	IRRIGATION DETAILS AND NOTES
83	TREE PRESERVATION PLAN
84	OVERALL TREE PRESERVATION PLAN
85	WETLAND IMPACT / PRESERVATION PLAN
86	WETLAND BUFFER EXHIBIT
87	MEAN HIGH WATER MARK BUFFER EXHIBIT
88	BUILDING TO BUILDING SETBACK EXHIBIT
89	AUTOTURN TRUCK PLAN
90	EASEMENT PLAN
91	SITE PHOTOMETRIC PLAN
92	PHOTOMETRIC DETAILS

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

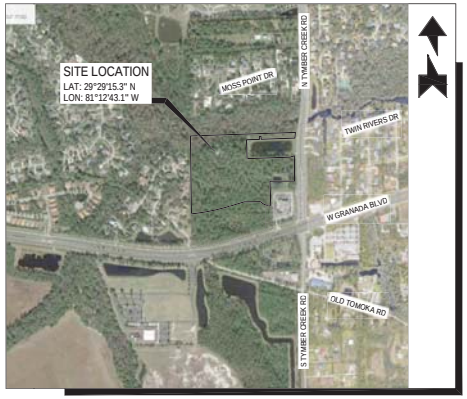
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SITE PLAN DRAWINGS FOR

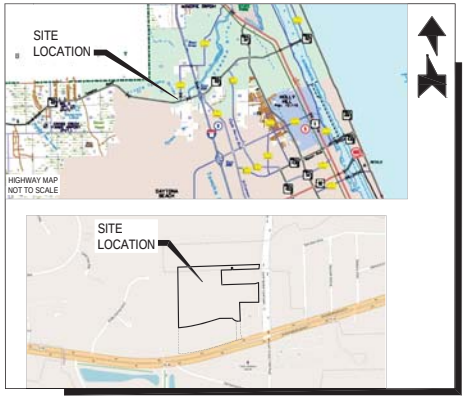
TYMBER CREEK APARTMENTS

SECTION 25, TOWNSHIP 14 S, RANGE 31 E
412500000221 & 412500000230
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

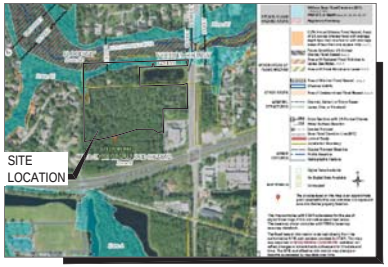
NOVEMBER 2021
REVISED OCTOBER 2022



AERIAL MAP
SCALE: 1" = 700'

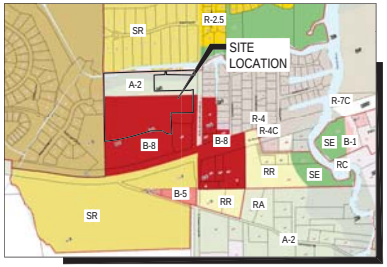


LOCATION MAP
SCALE: 1" = 1,200'



FLOOD ZONE MAP
SCALE: 1" = 700'

PANEL NO. 12127C0194 J
FLOOD ZONE "X" & "AE"



ZONING MAP
SCALE: 1" = 800'

PROJECT ZONING DISTRICT:
B-8 (COMMERCIAL)



SOILS MAP
SCALE: 1" = 500'

SOIL TYPES: SEE SITE AND GENERAL INFORMATION SHEET No. 5

LEGAL DESCRIPTION

SEE BOUNDARY AND TOPOGRAPHIC SURVEY, SHEETS 2-5.

PROJECT STATEMENT

PROPOSE A 300-UNIT APARTMENT COMPLEX CONSISTING OF 10 APARTMENT BUILDINGS, CLUBHOUSE WITH POOL, MAINTENANCE BUILDING, TRASH COMPACTOR AND DOG PARK. THE PROJECT CONSISTS OF 19.62 ACRES WITH 7.787 ACRES OF IMPERVIOUS SURFACE.

JURISDICTIONAL AGENCY — PERMIT No.

CITY OF ORMOND BEACH (DEVELOPMENT ORDER)	PZ-22-008
FDEP (WASTEWATER)	.
FDEP (NPDES NOI)	FLR
FDOT (ACCESS)	2021-A-591-00078
FDOT (DRAINAGE)	2021-D-591-00042
FDOT (UTILITY)	.
SJRWMD (STORMWATER)	95674-3
VOLUSIA COUNTY (USE)	2020-P-USE-0578
VOLUSIA COUNTY HEALTH DEPARTMENT (WATER)	.

CONTACT NUMBERS

PLANNING & BUILDING - CITY OF ORMOND BEACH (386) 673-3238
WATER - CITY OF ORMOND BEACH UTILITY DEPARTMENT (386) 676-3220
WASTEWATER - CITY OF ORMOND BEACH UTILITY DEPARTMENT (386) 676-3220
GAS - TECO PEOPLES GAS - (386) 672-2232
ELECTRIC - FLORIDA POWER & LIGHT (386) 257-7502
TELEPHONE/CABLE - AT&T (386) 254-8550

PROJECT TEAM

PROPERTY OWNER/APPLICANT: VCP ORMOND BEACH II LLC
2120 S HIGHWAY A1A
VERO BEACH, FL 32963
EMAIL: GMCMILLAN@TELLUS-PARTNERS.COM
PHONE: (404) 798-5974

ENGINEER/ LANDSCAPE ARCHITECT/ AGENT: NEWKIRK ENGINEERING, INC.
1230 NORTH US1, SUITE 3
ORMOND BEACH, FL 32174
PHONE: (386) 872-7794
EMAIL: HARRY@NEWKIRK-ENGINEERING.COM

ARCHITECT: ENGLISH ASSOCIATES INC.
3084 MERCER UNIVERSITY DRIVE
ATLANTA, GA 30341
PHONE: (470) 395-6263
EMAIL: DENGLISH@ENGLISHASSOCIATESINC.COM

SURVEYOR: SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL 32127
PHONE: (386) 761-5385
EMAIL: WWW.SLIGERASSOCIATES.COM

GEOTECHNICAL: UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE ROAD, SUITE 3
SOUTH DAYTONA BEACH, FL 32119
PHONE: (386) 756-1105
EMAIL: BPOHL@UNIVERSALENGINEERING.COM

TRAFFIC: LASSITER TRANSPORTATION GROUP
1450 W GRANADA BOULEVARD, SUITE 2
ORMOND BEACH, FL 32174
PHONE: (386) 257-6996
EMAIL: INFO@LTG-INC.US

ENVIRONMENTAL: ECOLOGICAL CONSULTING SOLUTIONS, INC.
235 HUNT CLUB BOULEVARD, SUITE 202
LONGWOOD, FL 32779
PHONE: (407) 869-9434
EMAIL: BGRIFFY@ECSFL.CC

One Nation... One Number... 811
Know what's below. Call before you dig.

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
C.A.# 30309
LC.# 26000884
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

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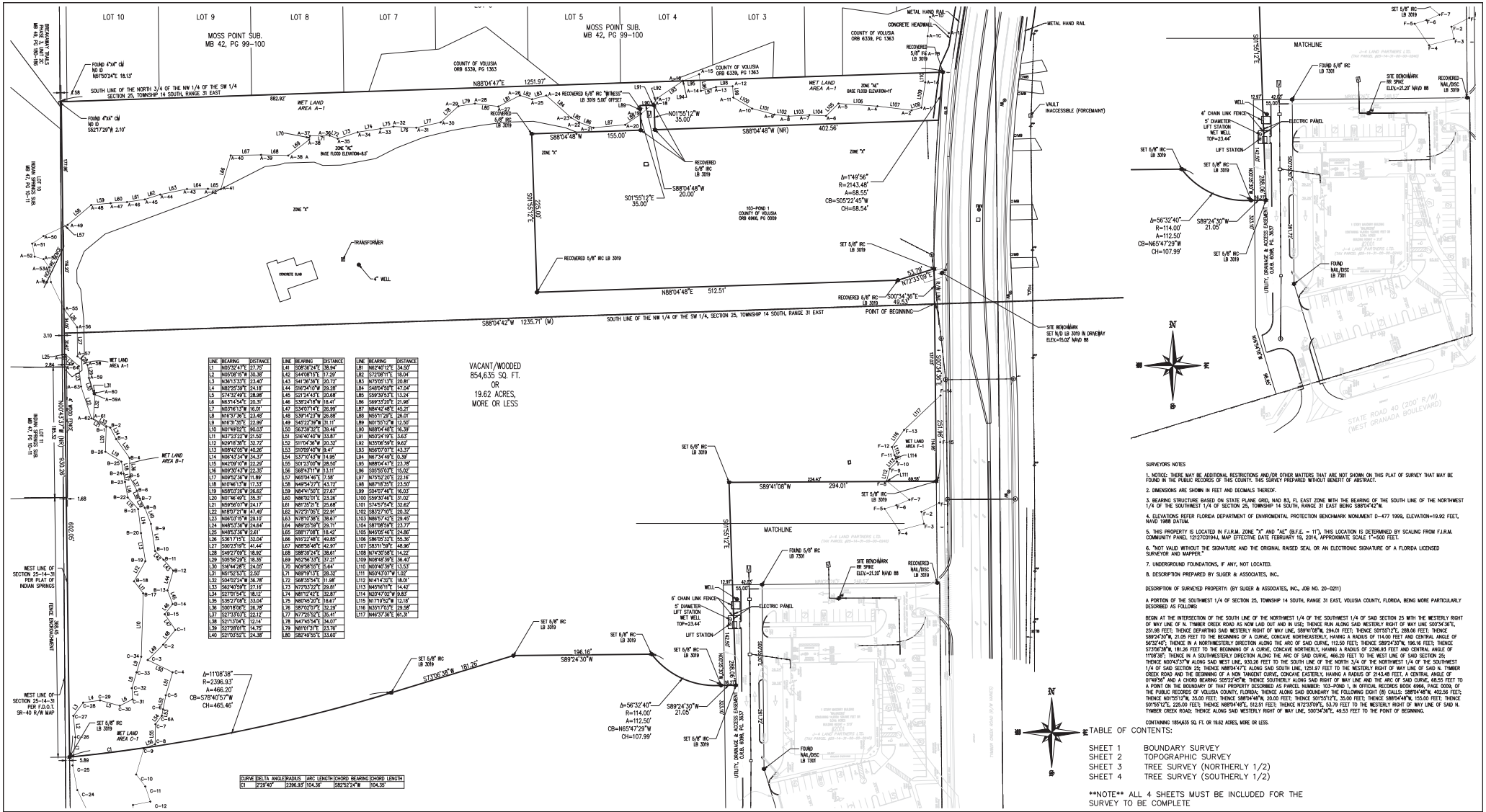
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

HARRY H. NEWKIRK, P.E. # 62971

DRAWING NUMBER
1

PROJECT No. 2020-06



LINE	BEARING	DISTANCE
L1	N05°32'47"E	27.75'
L2	N05°08'15"W	30.38'
L3	N36°13'35"E	23.40'
L4	N82°25'38"E	24.18'
L5	S74°32'49"E	28.98'
L6	N63°14'54"E	20.31'
L7	N03°16'13"W	16.01'
L8	N16°37'36"E	23.48'
L9	N16°31'35"E	22.89'
L10	N01°49'02"E	90.03'
L11	N37°23'22"W	21.50'
L12	N29°13'38"E	32.72'
L13	N08°42'05"W	40.26'
L14	N06°43'54"W	34.37'
L15	N42°09'10"W	22.29'
L16	N09°30'43"W	22.35'
L17	N09°52'36"W	11.89'
L18	N10°46'13"W	17.33'
L19	N58°03'26"W	26.62'
L20	N01°46'49"E	35.31'
L21	N59°26'01"W	24.17'
L22	N18°07'21"W	47.46'
L23	N06°03'15"W	29.10'
L24	N48°53'36"W	24.84'
L25	N48°53'36"W	2.61'
L26	S36°17'15"E	32.04'
L27	S00°22'59"E	41.44'
L28	S49°27'09"E	18.92'
L29	S05°56'29"E	18.35'
L30	S16°44'28"E	24.05'
L31	S85°52'53"E	2.50'
L32	S04°02'24"W	36.78'
L33	S62°40'59"E	27.16'
L34	S27°07'54"E	18.12'
L35	S35°27'08"E	33.04'
L36	S00°18'06"E	26.78'
L37	S27°31'03"E	22.12'
L38	S21°13'04"E	12.14'
L39	S27°28'01"E	14.75'
L40	S21°03'52"E	24.38'

LINE	BEARING	DISTANCE
L41	S08°36'24"E	38.04'
L42	S44°08'15"E	17.29'
L43	S41°36'36"E	20.72'
L44	S16°34'10"W	29.28'
L45	S01°24'43"E	20.68'
L46	S38°24'18"W	18.41'
L47	S34°07'14"E	26.89'
L48	S39°43'23"W	26.88'
L49	S45°22'39"W	29.11'
L50	S63°39'32"E	39.46'
L51	S16°40'40"W	33.87'
L52	S01°14'36"W	20.32'
L53	S10°09'40"W	9.41'
L54	S37°10'43"W	14.95'
L55	S01°33'50"W	18.50'
L56	S68°43'11"W	13.11'
L57	N65°04'46"E	7.58'
L58	N49°54'22"E	43.72'
L59	N84°41'50"E	27.67'
L60	N86°02'01"E	23.26'
L61	N89°26'01"W	25.68'
L62	N72°31'05"E	22.91'
L63	N78°01'38"E	38.67'
L64	N89°20'59"E	28.71'
L65	S88°17'08"E	18.42'
L66	N16°32'48"E	49.85'
L67	N88°58'48"E	42.97'
L68	S86°39'24"E	38.61'
L69	N52°56'33"E	37.21'
L70	N09°58'55"E	3.64'
L71	N89°19'13"E	28.32'
L72	S68°35'54"E	11.98'
L73	N72°53'22"E	29.81'
L74	N81°12'42"E	32.87'
L75	N80°45'20"E	18.67'
L76	S87°02'07"E	32.29'
L77	N77°25'52"E	25.41'
L78	N47°45'54"E	34.07'
L79	N81°01'31"E	23.76'
L80	S82°49'55"E	33.60'

LINE	BEARING	DISTANCE
L81	N62°40'12"E	34.50'
L82	S72°08'11"E	18.04'
L83	N75°05'13"E	20.81'
L84	S48°04'50"E	47.04'
L85	S59°39'53"E	13.24'
L86	S89°33'20"E	21.98'
L87	N84°42'48"E	45.21'
L88	N55°17'29"E	26.01'
L89	N07°50'12"W	12.50'
L90	N88°04'48"E	16.39'
L91	N50°24'19"E	3.67'
L92	N33°56'59"E	9.62'
L93	N56°07'07"E	43.37'
L94	N67°34'49"E	0.39'
L95	N89°04'47"E	23.78'
L96	S05°55'03"E	15.02'
L97	N75°52'20"E	22.16'
L98	N67°18'35"E	23.50'
L99	S04°07'46"E	16.03'
L100	S59°30'46"E	31.02'
L101	S74°57'54"E	32.62'
L102	S82°27'10"E	20.32'
L103	N86°57'42"E	29.46'
L104	S87°08'59"E	23.77'
L105	N45°05'46"E	24.86'
L106	S86°05'32"E	55.36'
L107	S83°11'59"E	48.96'
L108	N74°30'58"E	14.52'
L109	N08°48'39"E	38.40'
L110	N00°40'39"E	13.53'
L111	N50°43'07"W	11.02'
L112	N14°14'32"E	18.01'
L113	N45°16'11"E	14.42'
L114	N20°47'02"W	19.83'
L115	N17°19'52"W	12.18'
L116	N35°17'03"E	29.58'
L117	N46°37'36"E	81.31'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2°29'40"	2396.93'	104.36'	S82°53'24"W	104.35'

VACANT/WOODED
854,635 SQ. FT.
OR
19.62 ACRES,
MORE OR LESS

SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY PREPARED WITHOUT BENEFIT OF ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE BASED ON STATE PLANE GRID, NAD 83, FL EAST ZONE WITH THE BEARING OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST BEING S88°04'42"W.

4. ELEVATIONS REFER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BENCHMARK MONUMENT D-477 1999, ELEVATION=19.92 FEET, NAVD 1988 DATUM.

5. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X" AND "AE" (B.F.E. = 11'), THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL 12127C0194J, MAP EFFECTIVE DATE FEBRUARY 19, 2014, APPROXIMATE SCALE 1"=500 FEET.

6. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

7. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

8. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC..

DESCRIPTION OF SURVEYED PROPERTY: (BY SLIGER & ASSOCIATES, INC., JOB NO. 20-0211)

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 WITH THE WESTERLY RIGHT OF WAY LINE OF N. TYMBER CREEK ROAD AS NOW LAID OUT AND IN USE; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE S00°34'36"E, 251.98 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S89°41'08"W, 294.01 FEET; THENCE S01°55'12"E, 288.06 FEET; THENCE S89°24'30"W, 21.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 114.00 FEET AND CENTRAL ANGLE OF 56°32'40"; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 112.50 FEET; THENCE S89°24'30"W, 196.16 FEET; THENCE S73°06'38"W, 181.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2396.93 FEET AND CENTRAL ANGLE OF 11°08'38"; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.20 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE N00°43'37"W ALONG SAID WEST LINE, 930.26 FEET TO THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE N88°04'47"E ALONG SAID SOUTH LINE, 1251.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD AND THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2143.48 FEET, A CENTRAL ANGLE OF 01°49'56" AND A CHORD BEARING S05°22'45"W; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 68.55 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED AS PARCEL NUMBER: 103-POND 1, IN OFFICIAL RECORDS BOOK 6966, PAGE 0009, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHT (8) CALLS: S88°04'48"W, 402.56 FEET; THENCE N01°55'12"W, 35.00 FEET; THENCE S88°04'48"W, 20.00 FEET; THENCE S01°55'12"E, 35.00 FEET; THENCE S88°04'48"W, 155.00 FEET; THENCE S01°55'12"E, 225.00 FEET; THENCE N88°04'48"E, 512.51 FEET; THENCE N73°33'09"E, 53.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S00°34'36"E, 49.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 1854,635 SQ. FT. OR 19.62 ACRES, MORE OR LESS.

TABLE OF CONTENTS:

SHEET 1 BOUNDARY SURVEY
SHEET 2 TOPOGRAPHIC SURVEY
SHEET 3 TREE SURVEY (NORTHERLY 1/2)
SHEET 4 TREE SURVEY (SOUTHERLY 1/2)

NOTE ALL 4 SHEETS MUST BE INCLUDED FOR THE SURVEY TO BE COMPLETE

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS PROVIDED BY SUNSHINE NETWORK, TICKET #_____ ON OR ABOUT 8-30-99 AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

W/	WITH	TC	TOP COVER	CONC	CONCRETE	ABBREVIATIONS		RES	RESIDENCE	IRC	IRON ROD & CAP
CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	ELEC.	ILLUMINATING	—FC—	BURIED FIBER OPTIC CABLE	IPC	IRON PIPE & CAP
TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX	R	RADIUS	INV	INVERT	—T—	BURIED TELEPHONE LINE	WCS	WITNESS CORNER OF SECTION
TOE	TOE OF SLOPE	FH	FIRE HYDRANT	L	ARC LENGTH	INV	INVERT	—W—	BURIED WATER LINE	RCP	REINFORCED CONCRETE PIPE
CLS	CENTERLINE OF SWALE	WM	WATER METER	CB	CHORD BEARING	SEC	SECTION	—E—	BURIED ELECTRIC LINE	CMP	CORRUGATED METAL PIPE
STA	STATION	LP	LIGHT POLE	CH	CHORD DISTANCE	TWP	TOWNSHIP	—G—	BURIED GAS LINE	MH	MANHOLE
CO	CLEANOUT	IV	IRRIGATION VALVE	FP/ML CO	FLORIDA POWER & LIGHT COMPANY	RGE	RANGE	—TV—	BURIED TELEVISION LINE	MB	MAP BOOK
SAN	SANITARY	GA	GUY ANCHOR			R/W	RIGHT OF WAY	—FM—	BURIED FORCE MAIN	IP	IRON PIPE
ES	ELECTRIC SERVICE	CPP	CORRUGATED PLASTIC PIPE	NGVD	NATIONAL GEODETIC VERTICAL DATUM	EL.	ELEVATION	(P)	PLATTED DIMENSION	ORB	OFFICIAL RECORDS BOOK
HDPE	HIGH DENSITY POLYETHYLENE PIPE	DIP	DUCTILE IRON PIPE	(NM)	NON RADIAL	(D)	DEEDED DIMENSION	PG	PAGE		
VCP	VITREOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE		UNITED STATES COAST AND GEODETIC SURVEY	(M)	MEASURED DIMENSION	ID	IDENTIFICATION		
CV	CHECK VALVE	DW	DRIVEWAY	℄	CENTERLINE	(R)	RADIAL	(C)	CALCULATED DIMENSION	(TYP)	TYPICAL
						NAD	NAIL AND DISK	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	REC	RECORDED
						RV	REUSE VALVE				

LEGEND

- IRON ROD WITH CAP
- IRON ROD
- IRON PIPE WITH CAP
- IRON PIPE
- FD "X"/CUT IN CONCRETE
- CONCRETE MONUMENT
- PERMANENT REFERENCE MONUMENT
- PERMANENT CONTROL POINT
- FDOC FDOC MAIN VALVE
- GWV WATER VALVE
- WWM WATER METER
- FH FIRE HYDRANT
- TELEPHONE BOX
- TSB TRAFFIC SIGNAL BOX
- ELECTRIC BOX
- CATV CABLE TELEVISION BOX
- MB MAIL BOX
- LIGHT POLE
- UTILITY POLE
- GUY ANCHOR
- CLEAN OUT
- SIGN
- TREE
- EXISTING ELEVATION
- TELEPHONE MANHOLE
- SANITARY MANHOLE
- STORM MANHOLE

ADDITIONAL ABBREVIATIONS-TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CANNABERRY TREE	HY	HOLLY

TREE TYPE
TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT
MULTIPLE TRUNKS
TREE SYMBOL
Ok24

FOR: TELLUS PARTNERS
SCALE: 1"=40'
FIELD BOOK:
PAGES:
SHEET 1 OF 3

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	:	–	–	–	–
BOUNDARY SURVEY	: X	– 18–	– X	– X	– X
TOPOGRAPHIC SURVEY	:	–	–	–	–
FOUNDATION LOCATION	:	–	–	–	–
FINAL IMPROVEMENTS	:	–	–	–	–
RECERTIFICATION	:	–	–	–	–

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
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PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	TELLUS PARTNERS	3-27-2020	20-0211
	CITY OF ORMOND BEACH, FLORIDA		

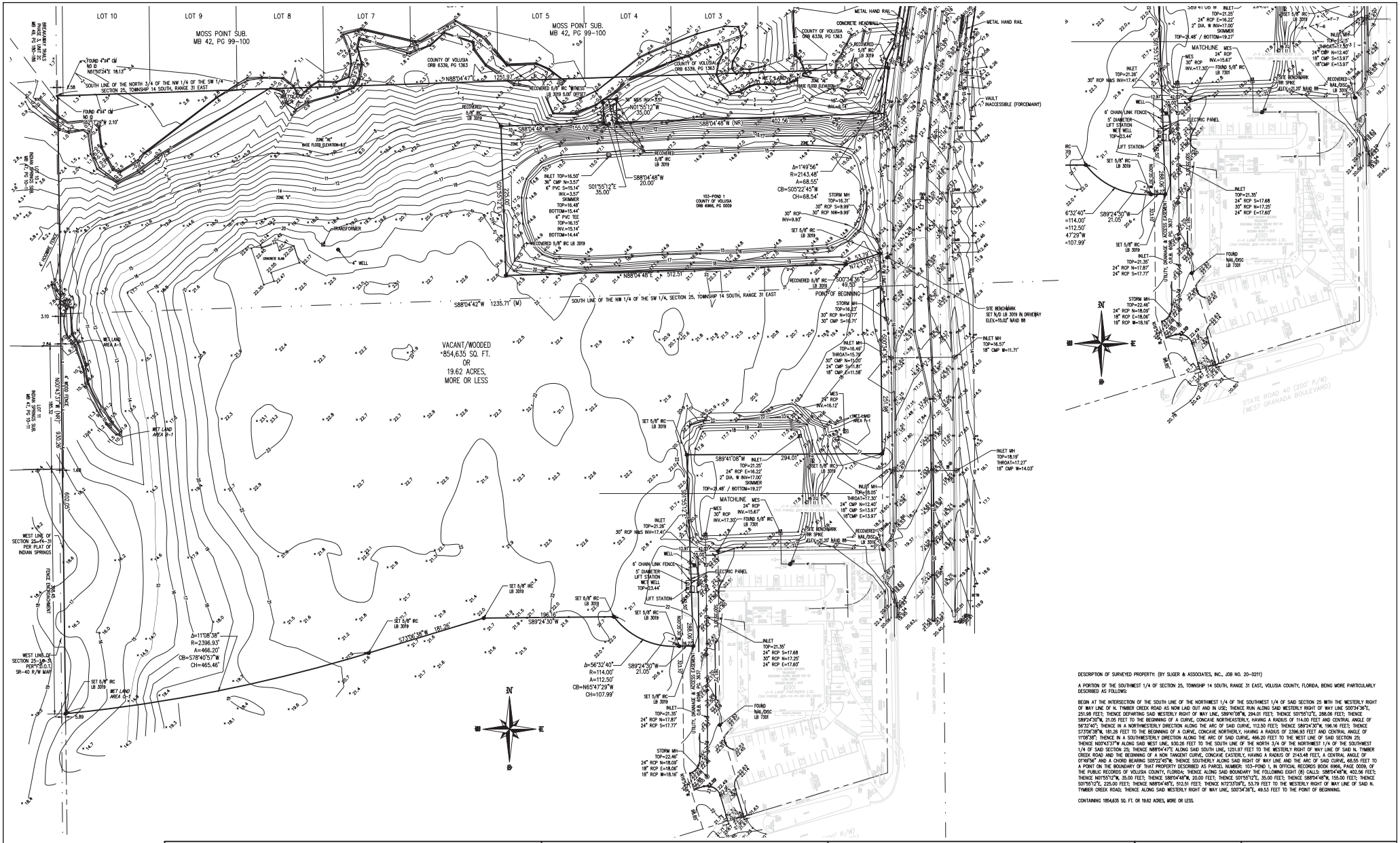
TYMBER CREEK APARTMENTS
ORMOND BEACH, FLORIDA

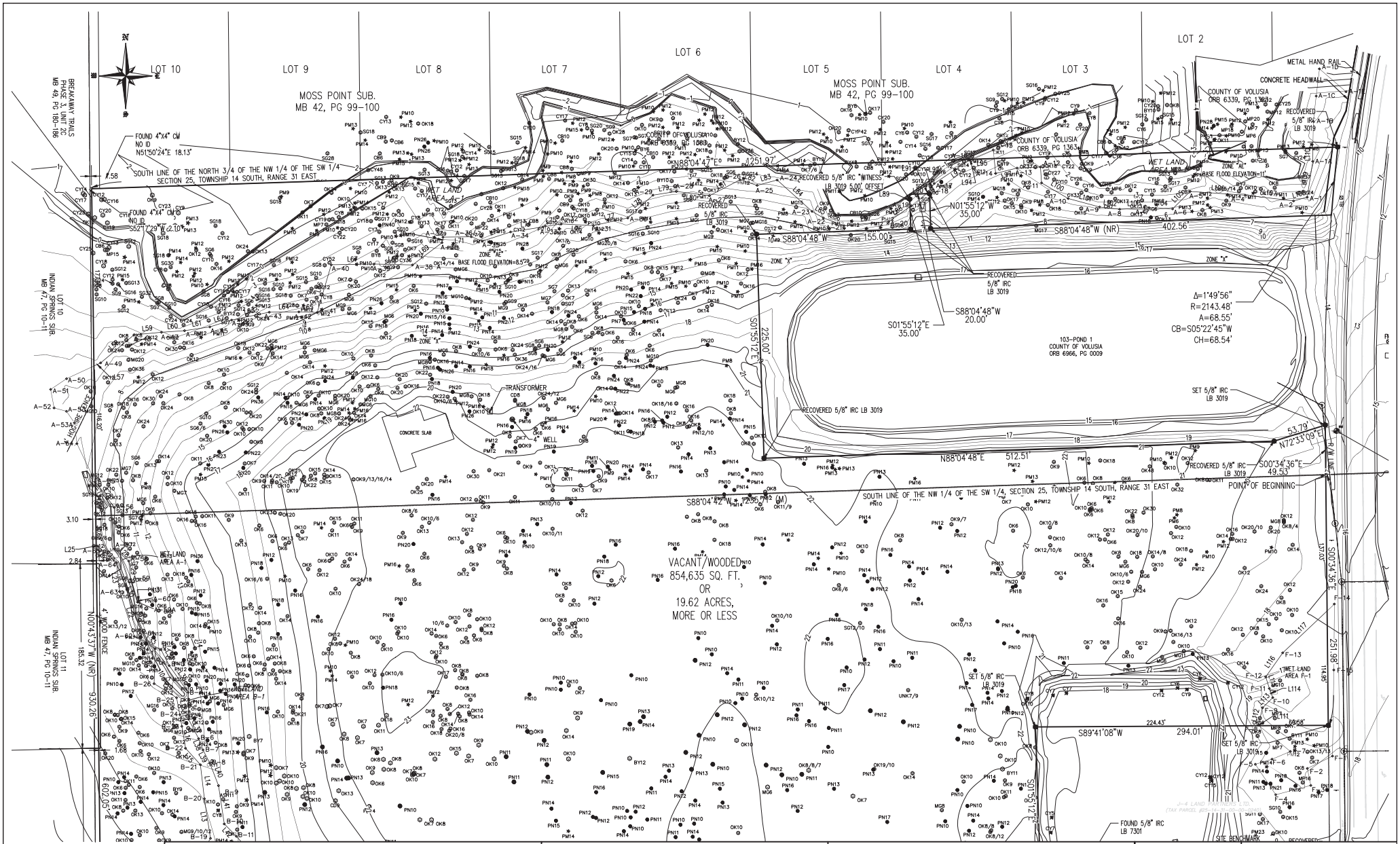
FOR: TELLUS PARTNERS | 20-0211

BOUNDARY SURVEY

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
JEFF BARNES, PSM NO. 5576
G.D. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208


LOT 10
LOT 9
LOT 8
LOT 7
LOT 5
LOT 4
LOT 3
MOSS POINT SUB.
MB 42, PG 99-100
MOSS POINT SUB.
MB 42, PG 99-100
SOUTH LINE OF THE NORTH 3/4 OF THE NW 1/4 OF THE SW 1/4
SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST
SOUTH LINE OF THE NW 1/4 OF THE SW 1/4, SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST
S88°04'42"W 1235.71' (M)
N88°04'47"E 1251.97'
S88°04'48"W 155.00'
S88°04'48"W (NR) 402.56'
N88°04'48"E 512.51'
S88°04'48"W 20.00'
S01°55'12"E 35.00'
N01°55'12"W 35.00'
N01°55'12"W 225.00'
N72°33'09"E 53.79'
S00°34'36"E 49.53'
POINT OF BEGINNING
VACANT/WOODED
±854,635 SQ. FT.
OR
19.62 ACRES,
MORE OR LESS
Δ=1°49'56"
R=2143.48'
A=68.55'
CB=S05°22'45"W
CH=68.54'
Δ=11°08'38"
R=2396.93'
A=466.20'
CB=S78°40'57"W
CH=465.46'
Δ=56°32'40"
R=114.00'
A=112.50'
CB=N65°47'29"W
CH=107.99'
S89°24'30"W 196.16'
S73°06'38"W 181.26'
S89°24'30"W 21.05'
S89°41'08"W 294.01'
S89°24'30"W 21.05'
S00°34'36"E 930.36' (M)
S00°34'36"E 930.36' (M)
S00°34'36"E 930.36'
N00°43'33"W 930.26'
S00°34'36"E 930.36'
S00°34'36"E 930.36'
WEST LINE OF SECTION 25-14-31 PER PLAT OF INDIAN SPRINGS
WEST LINE OF SECTION 25-14-31 PER SR-40 R/W MAP
SOUTH LINE OF N. TYMBER CREEK ROAD
SOUTH LINE OF N. TYMBER CREEK ROAD
SOUTH LINE OF N. TYMBER CREEK ROAD



ADDITIONAL ABBREVIATIONS– TREE LEGEND

ASH	ASH TREE	MG	MAGNOLIA
BY	BAY TREE	MP	MAPLE TREE
CAM	CAMPHOR TREE	OK	OAK TREE
CD	CEDAR TREE	PM	PALM TREE
CB	CHINABERRY TREE	PN	PINE TREE
CY	CYPRESS TREE	SG	SWEET GUM TREE
EM	ELM TREE	UKN	UNKNOWN TREE

TREE TYPE — OK24/8 — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT; TREE SYMBOL; MULTIPLE TRUNKS

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TREE SURVEY

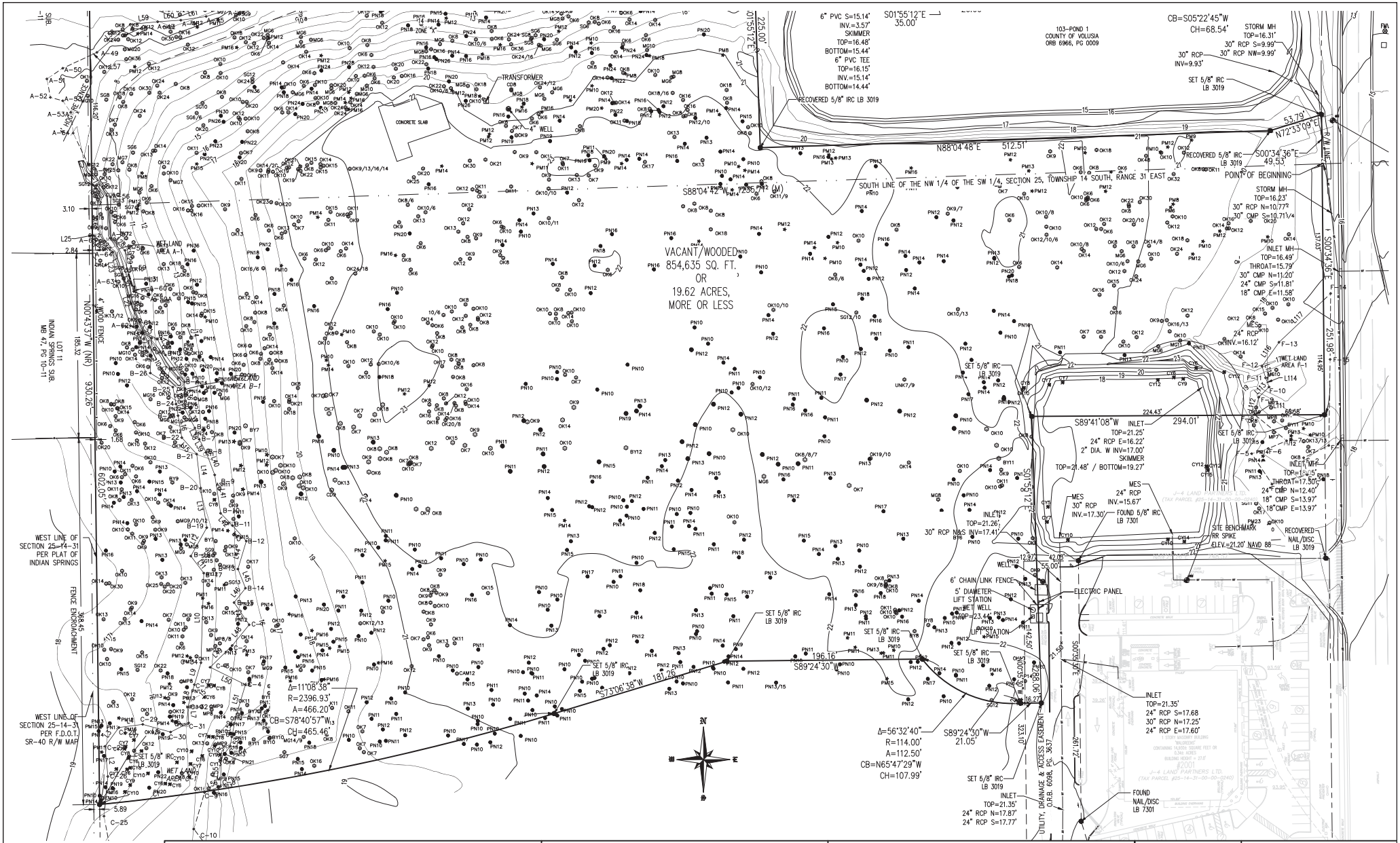
20-0211

SCALE: 1" = 40'

TYMBER CREEK APARTMENTS
ORMOND BEACH, FLORIDA

FOR: TELLUS PARTNERS

SHEET NO. 3 OF 4


VACANT/WOODED
854,635 SQ. FT.
OR
19.62 ACRES,
MORE OR LESS
SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST
POINT OF BEGINNING
WEST LINE OF SECTION 25-14-31 PER PLAT OF INDIAN SPRINGS
WEST LINE OF SECTION 25-14-31 PER F.D.O.T. SR-40 R/W MAP
INDIAN SPRINGS SUB. MB 47, PG 10-11
LOT 11
TRANSFORMER
CONCRETE SLAB
4" WELL
4' WOOD FENCE
FENCE ENCROACHMENT
WET LAND AREA A-1
WET LAND AREA B-1
WET LAND AREA F-1
ZONE "X"
103-POND 1
COUNTY OF VOLUSIA
ORB 6966, PG 0009
RECOVERED 5/8" IRC LB 3019
SET 5/8" IRC LB 3019
FOUND 5/8" IRC LB 7301
FOUND NAIL/DISC LB 7301
RECOVERED NAIL/DISC LB 3019
SITE BENCHMARK
RR SPIKE
ELEV.=21.20' NAVD 88
ELECTRIC PANEL
6' CHAIN LINK FENCE
5' DIAMETER LIFT STATION WET WELL
LIFT STATION
UTILITY, DRAINAGE & ACCESS EASEMENT O.R.B. 6098, PG. 3637
J-4 LAND PARTNERS LTD. (TAX PARCEL #25-14-31-00-00-0240)
J-4 LAND PARTNERS LTD. (TAX PARCEL #25-14-31-00-00-0240)
2001
STORM MH TOP=16.31' 30" RCP S=9.99 30" RCP NW=9.99' 30" RCP INV=9.93'
STORM MH TOP=16.23' 30" RCP N=10.77² 30" CMP S=10.71¼ 24" RCP INV.=16.12'
INLET MH TOP=16.49' THROAT=15.79' 30" CMP N=11.20' 24" CMP S=11.81' 18" CMP E=11.58'
INLET TOP=21.25' 24" RCP E=16.22' 2" DIA. W INV=17.00' SKIMMER TOP=21.48' / BOTTOM=19.27'
INLET TOP=21.26' 30" RCP N&S INV=17.41'
INLET TOP=21.35' 24" RCP S=17.68 30" RCP N=17.25' 24" RCP E=17.60'
INLET TOP=21.35' 24" RCP N=17.87' 24" RCP S=17.77'
INLET TOP=21.48' 24" RCP N=12.40' 18" CMP S=13.97' 18"CMP E=13.97'
6" PVC S=15.14' INV.=3.57' SKIMMER TOP=16.48' BOTTOM=15.44' 6" PVC TEE TOP=16.15' INV.=15.14' BOTTOM=14.44'
MES 30" RCP INV.=17.30'
MES 24" RCP INV.=15.67'
S01°55'12"E 35.00'
CB=S05°22'45"W CH=68.54'
N88°04'48"E 512.51'
S88°04'42"W 2285.12' (M)
S89°41'08"W 294.01'
S89°24'30"W 196.16'
S89°24'30"W 21.05'
S73°06'38"W 181.26'
N72°33'09"E 53.79'
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N00°43'37"W (NR) 930.26'
S00°12'13"E 225.00'
Δ=11°08'38" R=2396.93' A=466.20' CB=S78°40'57"W CH=465.46'
Δ=56°32'40" R=114.00' A=112.50' CB=N65°47'29"W CH=107.99'
224.43'
114.95'
137.03'
368.45'
202.05'
90.26'
141.50'
55.00'
42.05'
12.97'
16.27'
23.44'
5.89'
ADDITIONAL ABBREVIATIONS– TREE LEGEND
ASH ASH TREE
BY BAY TREE
CAM CAMPHOR TREE
CD CEDAR TREE
CB CHINABERRY TREE
CY CYPRESS TREE
EM ELM TREE
MG MAGNOLIA
MP MAPLE TREE
OK OAK TREE
PM PALM TREE
PN PINE TREE
SG SWEET GUM TREE
UKN UNKNOWN TREE
TREE TYPE
TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT
MULTIPLE TRUNKS
TREE SYMBOL
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TREE SURVEY
20-0211
SCALE: 1" = 40'
TYMBER CREEK APARTMENTS
ORMOND BEACH, FLORIDA
FOR: TELLUS PARTNERS
SHEET NO. 4 OF 4

GENERAL CONSTRUCTION NOTES

1. GOVERNING SPECIFICATIONS: CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, CITY OF ORMOND BEACH STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, CURRENT EDITION. CITY OF ORMOND BEACH STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, CURRENT EDITION.
2. ALL CONSTRUCTION WITHIN THE FOOT RIGHT-OF-WAY SHALL CONFORM TO THE 2021 / 2022 EDITION OF THE FDOT DESIGN STANDARD INDEXES, THE 2017 EDITION OF THE FOOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION AND THE 2010 EDITION OF THE FDOT UTILITY ACCOMMODATIONS MANUAL.
3. ALL UTILITY MATERIAL, CONSTRUCTION AND TESTING COVERED BY THESE DRAWINGS SHALL COMPLY WITH THE CITY OF ORMOND BEACH STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION. ALL UTILITY WORK AND CONNECTIONS SHALL BE COORDINATED WITH THE CITY OF ORMOND BEACH INSPECTORS.
4. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL REQUIRED PERMITS. THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL PERMITS AVAILABLE ON THE JOB SITE AT ALL TIMES.
5. THE CONTRACTOR SHALL MAINTAIN AT THE JOB SITE A RECORD COPY OF ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. ALL CHANGES TO PLANS SHALL BE INCORPORATED IN THE "AS-BUILT" RECORD DRAWINGS SURVEY PROVIDED BY CONTRACTOR FOR REVIEW AND APPROVAL FROM ENGINEER OF RECORD.
6. THE CITY OF ORMOND BEACH WILL OWN AND MAINTAIN ALL WATER, SEWER AND RECLAIM MAINS LOCATED WITHIN THE RIGHT-OF-WAY.
7. THE CONTRACTOR SHALL PAY FOR AND OBTAIN A SITE ENGINEERING BUILDING PERMIT. THE ENGINEER WILL SCHEDULE THE PRE-CONSTRUCTION CONFERENCE BEFORE THE CONTRACTOR'S START OF WORK. THE CONTRACTOR SHALL CONTACT THE BUILDING DEPARTMENT AT (386) 673-3238 FOR INFORMATION ON ISSUANCE OF CITY PERMITS AND / OR OTHER REQUIREMENTS.
8. SEPARATE BUILDING PERMIT APPLICATIONS ARE REQUIRED FOR: NEW BUILDINGS, CLUBHOUSE, TRASH COMPACTOR, RETAINING WALL, FENCE, SWIMMING POOL, GAZEBO, PLAYGROUND, LIGHT POLES AND SIGNS. CONTACT THE ORMOND BEACH BUILDING DEPARTMENT AT (386) 673-3238.
9. ALL WATER SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH "CITY OF ORMOND BEACH UTILITY SPECIFICATIONS AND STANDARD UTILITY DETAILS, CURRENT EDITION.
10. ALL SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH "DESIGN AND CONSTRUCTION STANDARDS", CITY OF ORMOND BEACH UTILITIES DEPARTMENT, CURRENT EDITION.
11. ALL RECLAIMED WATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH "DESIGN AND CONSTRUCTION STANDARDS", CITY OF ORMOND BEACH UTILITIES DEPARTMENT, CURRENT EDITION.
12. ALL ROADWAY SIGNAGE AND MARKINGS SHALL BE IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
13. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
14. LAND CLEARING OF THE PROJECT IS NOT ALLOWED UNTIL THE CITY ENGINEER AND/OR PLANNING DEPARTMENT ISSUES A LAND CLEARING PERMIT.
15. SHOP DRAWINGS AND CERTIFICATIONS FOR ALL MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL REVIEW AND SIGN ALL SHOP DRAWINGS. THE CONTRACTOR TO SUBMIT REVIEWED SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
16. THE LOCATION OF EXISTING UTILITIES HAS BEEN OBTAINED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THIS INFORMATION IS NOT GUARANTEED AND IT SHALL BE EACH CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT NATURE OF ALL UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION AND TO NOTIFY NEWKIRK ENGINEERING, INC. AS TO DISCREPANCIES, IF ANY EXIST.
17. ALL SURVEY AND TOPOGRAPHICAL INFORMATION BASED ON SURVEY INFORMATION PROVIDED BY A1A SURVEYING INC.; CONTRACTOR TO COORDINATE WITH SURVEYOR FOR ALL CONSTRUCTION BENCHMARK INFORMATION.
18. ALL SURVEY AND TOPOGRAPHICAL INFORMATION IS BASED ON THE NAVD 1988 DATUM. ALL PROPOSED CONSTRUCTION ELEVATIONS ARE BASED ON THE NAVD 1988 DATUM. ALL PROPOSED ELEVATIONS REFER TO FINISH GRADES.
19. THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CAREFULLY EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS.
20. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INSTRUCTING THE CONTRACTOR IN THE METHODS OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE METHOD TO CONSTRUCT THE IMPROVEMENTS AS SHOWN ON THE PLANS.
21. ANY CHANGES TO THE APPROVED PLANS REQUIRE COMPLETION OF THE CHANGE ORDER PROCESS.
22. LITTER CONTROL MEASURES TO PREVENT WIND-DRIVEN DEBRIS SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEBRIS SHALL BE REMOVED AND THE PROJECT SITE CLEANED WITHIN 30 DAYS OF COMPLETION OF CONSTRUCTION.
23. AT NO TIME SHALL EXCAVATIONS BE LEFT UNCOVERED AFTER WORKING HOURS. CONTRACTOR SHALL SECURE THE WORK AREA AT THE END OF EACH DAY'S WORK.
24. AT ALL TIMES, THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT UNDERGROUND UTILITIES, STRUCTURES AND OTHER ASSOCIATED FACILITIES FROM DAMAGE DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEASURES OF PROTECTION. ANY DAMAGED FACILITIES SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE CITY OR ENGINEER AT THE CONTRACTORS EXPENSE.
25. THERE SHALL BE NO DEVIATIONS FROM THESE PLANS UNLESS APPROVED IN WRITING BY THE ENGINEER AND THE OWNER.
26. ALL DISTURBED AREAS SHALL BE FULLY SODDED.
27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, WATER MAIN TESTING, SANITARY SEWER TESTING, RECLAIM MAIN TESTING, ETC.
28. A MINIMUM OF 13'-0" OF VERTICAL CLEARANCE IS TO BE PROVIDED AND MAINTAINED FOR ALL ROADWAYS.
29. ALL ROADWAYS MUST HAVE A MINIMUM 25-FEET INSIDE AND 50-FEET OUTSIDE TURNING RADIUS.
30. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
31. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
32. IF ANY MUCK-LINE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
33. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
34. ROAD CLOSURES ARE SEPARATE FROM THE PERMIT AND REQUIRE PLAN REVIEW AND APPROVAL WITH 7 DAY ADVANCE NOTICE FROM THE OWNER OF THE AFFECTED RIGHT-OF-WAY PRIOR TO ANY ROAD CLOSURES. A MAINTENANCE OF TRAFFIC PLAN IS REQUIRED FOR ALL SITE CONSTRUCTION ZONES.
35. DURING CONSTRUCTION, AN H-20 LOAD RATED ALL WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR FIRE ACCESS AND EMERGENCY SERVICES.
36. ALL REQUIRED FIRE MAINS AND HYDRANTS SHALL BE INSTALLED AND OPERATIONAL PRIOR TO THE START OF VERTICAL BUILDING CONSTRUCTION.
37. NO BURYING OF ANY ORGANIC MATERIAL IS ALLOWED.
38. THERE WILL BE NO PROPOSED OVERHEAD UTILITY AND SERVICE LINES ASSOCIATED WITH THIS PROJECT. ALL UTILITY LINES AND SERVICES WILL BE INSTALLED UNDERGROUND.

EROSION CONTROL AND DEMOLITION CONSTRUCTION NOTES:

1. CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING AT THE CITY PRIOR TO COMMENCE OF CONSTRUCTION.
2. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES. THE GENERAL CONTRACTOR SHALL STRICTLY ADHERE TO THE SWPPP DURING CONSTRUCTION OPERATIONS.
3. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL DEVICES HAVE BEEN INSTALLED.
4. ALL REASONABLE EFFORT SHALL BE TAKEN DURING CONSTRUCTION TO CONTROL AND PREVENT EROSION AND TRANSPORT OF SEDIMENT MATERIAL TO INLETS, SURFACE DRAINS, WETLAND AND LAKE AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RESTORATION EFFORTS THAT MAY BE REQUIRED.
5. THE INSTALLATION OF TEMPORARY EROSION CONTROL BARRIERS SHALL BE COORDINATED WITH THE CONSTRUCTION OF THE PERMANENT EROSION CONTROL FEATURES TO THE EXTENT NECESSARY TO ASSURE ECONOMICAL, EFFECTIVE AND CONTINUOUS CONTROL OF EROSION AND WATER POLLUTION THROUGHOUT THE LIFE OF THE CONSTRUCTION PHASE.
6. THE TYPE OF EROSION CONTROL BARRIERS USED SHALL BE GOVERNED BY THE NATURE OF THE CONSTRUCTION OPERATION AND SOIL TYPE THAT WILL BE EXPOSED. SILTY AND CLAYEY MATERIAL USUALLY REQUIRE SOLID SEDIMENT BARRIERS TO PREVENT TURBID WATER DISCHARGE, WHILE SANDY MATERIAL MAY NEED ONLY SILT SCREENS TO PREVENT EROSION. DIVERSION DITCHES OR SWALES MAY BE REQUIRED TO PREVENT TURBID STORMWATER RUNOFF FROM BEING DISCHARGED TO OTHER WATER BODIES. IT MAY BE NECESSARY TO EMPLOY A COMBINATION OF BARRIERS, DITCHES, AND OTHER EROSIONTURBIDITY CONTROL MEASURES IF CONDITIONS WARRANT.
7. THE CONTRACTOR SHALL PROVIDE ROUTINE MAINTENANCE OF PERMANENT AND TEMPORARY EROSION CONTROL FEATURES UNTIL THE PROJECT IS COMPLETE AND ALL BARED SOIL STABILIZED. SILTATION ACCUMULATIONS GREATER THAN THE LESSER OF 12 INCHES OR ONE-HALF THE DEPTH OF THE SILTATION BARRIER SHALL BE IMMEDIATELY REMOVED AND REPLACED IN UPLAND AREAS.
8. THE CONTRACTOR SHALL SWEEP ALL ADJACENT ROADWAYS AND PARKING AREAS THAT ARE AFFECTED BY THE CONSTRUCTION PROCESS ON A DAILY BASIS OR AS REQUIRED.
9. THE CONTRACTOR IS TO CONTROL ALL FUGITIVE DUST ORIGINATING ON THIS PROJECT BY WATERING OR OTHER METHODS AS REQUIRED.
10. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSPECT AND MAINTAIN ALL EROSION CONTROL DEVICES AND KEEP THEM IN GOOD CONDITION. ANY IMPACTS DUE TO EROSION OR FAILURE OF ANY EROSION CONTROL DEVICES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY. CORRECTIVE MEASURES WILL BE THE CONTRACTOR'S RESPONSIBILITY.
11. ANY DISCHARGE OF STORMWATER RUNOFF FROM THIS SITE SHALL BE THROUGH A CONTROL DEVICE TO CONTROL TURBIDITY AND SEDIMENT TRANSPORT. THIS INCLUDES THE DISCHARGE FROM ANY DEWATERING OPERATIONS.
12. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING ALL CRITERIA AS SET FORTH UNDER THE NPDES PERMITTING PROGRAM FOR CONSTRUCTION SITES OF THIS SIZE INCLUDING BUT NOT LIMITED TO THE ADHERENCE TO THE APPROVED POLLUTION PREVENTION CONTROL PLAN, TIMELY INSPECTIONS, PROJECT REPORTING AND DOCUMENTATION.
13. NO DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING STORM OR SANITARY SEWER SYSTEMS.
14. THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND COMPLY WITH ALL REQUIREMENTS OF THE STATE PERMITS FOR THIS PROJECT. THE CONTRACTOR SHALL COMPLY WITH THE STORMWATER POLLUTION PREVENTION PLAN OF BOTH ON-SITE AND OFF-SITE IMPROVEMENTS. A SIGNED COPY OF THE STORMWATER POLLUTION PREVENTION PLAN IS TO BE KEPT ON THE PROJECT PREMISES AT ALL TIMES.
15. NO WORK WITHIN THE CITY RIGHT-OF-WAY, VOLUSIA COUNTY OR FLORIDA DEPARTMENT OF TRANSPORTATION SHALL BE COMMENCED WITHOUT 48 HOURS ADVANCE NOTICE TO THE CITY, COUNTY OR FDOT.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY OF ORMOND BEACH PUBLIC WORKS / UTILITY DEPARTMENT, "811" AND EMERGENCY SERVICES FOR RESPECTIVE UTILITY LOCATIONS AND "NOTICE" OF CONSTRUCTION ACTIVITY.
17. THE CONTRACTOR SHALL POST "NO TRESPASSING" SIGNAGE AT ALL SITE ENTRANCES PRIOR TO CONSTRUCTION.
18. THE CONTRACTOR SHALL OBTAIN A TREE REMOVAL PERMIT FROM THE LOCAL JURISDICTION PRIOR REMOVING ANY TREES FROM THIS PROJECT.
19. ALL REMOVED MATERIAL SHALL BE HAULED OFF-SITE TO AN APPROVED LANDFILL. TREES MAY BE LOGGED OR MULCHED FOR OFF-SITE DISPOSAL AT THE CONTRACTOR'S DISCRETION.
20. THE CONTRACTOR SHALL NOT ALLOW DEBRIS AND RUBBISH TO ACCUMULATE ONT THE SITE.
21. THE CONTRACTOR SHALL CLEAN UP THE JOB SITE AREAS MISTAKENLY USED BY THE CONTRACTOR FOLLOWING DEMOLITION. THE CONTRACTOR SHALL REMOVE ALL DEBRIS, RUBBISH, TEMPORARY FACILITIES, AND EQUIPMENT. THE CONTRACTOR SHALL LEVEL SURFACE IRREGULARITIES AND LEAVE THE WORK IN A NEAT AND PRESENTABLE CONDITION.
22. CONTRACTOR SHALL ROUGH GRADE STORMWATER SWALES AND RETENTION PONDS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
23. SITE PREPARATION AND FILL OPERATIONS SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT AND RECOMMENDATIONS.
24. EXISTING STORM DRAINAGE TO REMAIN IN OPERATION AT ALL TIMES. CONTRACTOR TO MAINTAIN EXISTING, NEW OR TEMPORARY PIPING.
25. RELOCATION OF UTILITY POLES AND LINES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL WORK SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY AND SHALL BE INCLUDED AS PART OF THE PROJECT SCOPE AND COST.
26. ALL ASPHALT PAVEMENT REMOVALS SHALL BE VERTICAL SAWCUT. ALL CONCRETE PAVEMENT REMOVALS SHALL BE EITHER AT EXISTING JOINTS OR VERTICAL SAWCUT. ACTIVE SERVICES SHALL BE SEVERED WITH PROPER NOTICE GIVEN TO LOCAL UTILITY COMPANIES HAVING JURISDICTION.
27. THE CONTRACTOR SHALL PROVIDE THE ENGINEER, CITY A MOT PLAN AT PRECONSTRUCTION MEETING. TRAFFIC SHALL BE ALLOWED TO CONTINUE DURING WORK. PROVIDE MEASURES TO DETOUR TRAFFIC AROUND OPEN EXCAVATION WITH ADEQUATE BARRICADES, SIGNAGE AND FLAGPERSON TO DIRECT TRAFFIC. EMERGENCY SERVICES SHALL BE NOTIFIED 48 HOUR IN ADVANCE.
28. IF ANY DEWATERING IS TO OCCUR DURING ANY PHASE OF CONSTRUCTION THEN DEWATERING ACTIVITY SHALL ADHERE TO CHAPTER 40C-22 FAC MORE SPECIFICALLY AS FOLLOWS. PER 40C-22.030(3) A "NOTICED GENERAL SHORT-TERM DEWATERING PERMIT" IS REQUIRED "ONLY IF" DEWATERING EXCEEDS 4 MILLION GALLONS DER DAY, EXCEPT DURING THE FIRST 120 HOURS OF DEWATERING WHEN THE DAILY AND INSTANTANEOUS PUMPAGE RATES SHALL NOT EXCEED 6 MILLION GALLONS PER DAY. AVERAGE DAILY WITHDRAWAL SHALL NOT EXCEED 2 MILLION GALLONS PER DAY FOR THE FIRST 60 DAYS OF THE DEWATERING ACTIVITY AND SHALL NOT EXCEED ONE MILLION GALLONS PER DAY OF A 180 DAY DURATION. EACH SPECIFIC DEWATERING PROJECT SHALL NOT EXCEED 180 DAYS. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE ANY DEWATERING ACTIVITY IS BELOW THE SPECIFIED THRESHOLD. OTHERWISE A PERMIT WILL BE REQUIRED AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR SHALL FAMILIARIZE ITSELF WITH CHAPTER 40C-22 FAC AND BE SOLELY RESPONSIBLE FOR OBTAINING AND SUBMITTING FORM RDS-50 TO SWIFT A MINIMUM OF 10 DAYS PRIOR TO ANY DEWATERING ACTIVITY. SUBMITTAL OF FORM RDS-50 IS NOT REQUIRED IF DEWATERING IS 300,000 GALLONS PER DAY OR LESS AND WILL NOT EXCEED 30 DAYS IN DURATION.

SWPPP INSPECTIONS AND RECORD KEEPING:

INSPECTIONS ARE REQUIRED AT LEAST EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS FOLLOWING A RAINFALL EVENT OF ONE-HALF (½) OF AN INCH OF RAINFALL OR GREATER AND SHALL CONTINUE UNTIL THE SITE COMPLIES WITH FINAL STABILIZATION (NOTICE OF TERMINATION). INSPECTIONS MUST BE CONDUCTED BY A "QUALIFIED" INSPECTOR. "QUALIFIED" IS DEFINED AS A PERSON THAT A). HAS SUCCESSFULLY COMPLETED AND MET ALL REQUIREMENTS NECESSARY TO BE FULLY CERTIFIED THROUGH THE FDEP STORMWATER, EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM; B). HAS SUCCESSFULLY COMPLETED AN EQUIVALENT FORMAL TRAINING PROGRAM, OR C). THAT IS QUALIFIED BY OTHER TRAINING OR PRACTICAL EXPERIENCE IN THE FIELD OF STORMWATER POLLUTION PREVENTION AND EROSION AND SEDIMENTATION CONTROL. EACH INSPECTION MUST BE FOLLOWED UP BY A REPORT DOCUMENTING THE INSPECTOR'S FINDINGS AND REQUIRED THE REQUIRED MAINTENANCE AND/OR REPAIR FOR THE EROSION AND SEDIMENTATION CONTROL MEASURES. THESE RECORDS ARE USED TO PROVE THAT THE REQUIRED INSPECTION AND MAINTENANCE WERE PERFORMED AND SHALL BE PLACED IN THE SWPPP LEGGER. IN ADDITION TO INSPECTION AND MAINTENANCE REPORTS, RECORDS SHOULD BE KEPT OF CONSTRUCTION ACTIVITIES THAT OCCUR ON THE SITE. THE CONTRACTOR SHALL RETAIN COPIES OF THE SWPPP, ALL REPORTS AND DATA FOR A MINIMUM OF FIVE (5) YEARS AFTER THE PROJECT IS COMPLETE IN PAPER AND CD FORMAT.

SITE CLEARING AND GRADING CONSTRUCTION NOTES:

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

1. HOURS OF OUTSIDE CONSTRUCTION SHALL BE FROM 7 AM TO 7 PM MONDAY TO SATURDAY WITH NO OUTSIDE CONSTRUCTION ALLOWED ON SUNDAY.
2. 6-FEET TALL SCREENED CONSTRUCTION FENCING TO BE INSTALLED ALONG NORTH TYMBER CREEK ROAD PRIOR TO SITE CLEARING.
3. NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING. BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER- STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
4. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, SILT FENCES, FLOATING TURBIDITY BARRIERS AND OTHER APPROVED BEST MANAGEMENT PRACTICES (BMP's). FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES.
6. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS.
7. WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL. THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE, IN LIEU OF INSTALLING EITHER WOOD BRACING OR ORANGE MESH FENCING. THIS PRACTICE IS ENCOURAGED BY THE CITY. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL CONSTRUCTION FENCING OR WOOD BRACING SHALL BE REQUIRED.
8. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.
9. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE WITHIN SEVEN (7) DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE OR INACTIVITY IN CONSTRUCTION, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD, AS REQUIRED.
10. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED.IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR A NON-VEGETATIVE OPTION MAY BE EMPLOYED.
11. ABSOLUTELY NO BURYING OF CLEARED MATERIALS IS PERMITTED.
12. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.
13. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
14. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY 98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
15. IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
16. STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
17. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED ATOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
18. ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL "THAT COULD DECOMPOSE.
19. FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A Ph RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.
20. A 6' TALL CONSTRUCTION FENCING WITH FABRIC SCREEN TO BE INSTALLED ALONG MAJOR ROADWAYS (TYMBER CREEK ROAD). THE CONSTRUCTION FENCING NEEDS TO BE INSTALLED PRIOR TO SITE CLEARING.

TEMPORARY SEEDING SPECIFICATION:

GENERAL
SEEDING CAN BE USED FOR TEMPORARY STABILIZATION. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS CEASED FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY SEEDED AND WATERED. AREAS WHERE FINAL GRADING HAS BEEN COMPLETED FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY SEEDED. TEMPORARY SEED MIXTURE IS SPECIFIED BELOW.
SEEDING MIXTURES
SEED MIXTURE SHALL BE BERMUDA COMMON 90 LB PURE LIVE SEED PER ACRE, FIBER 2000 LB PER ACRE, STABILIZER 120 LB PER ACRE AND FERTILIZER 300 LB PER ACRE.
ALL SLOPES AND FLAT GRADE
APPLY 6-20-20 COMMERCIAL ORGANIC FERTILIZER AT A RATE OF 300 LB PER ACRE AND SEED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:
TEMPORARY SEEDING

PLANTING DATES	SEED VARIETY	APPLICATION RATE
MARCH 15 -	PENSACOLA BAHIA (SCARIFIED)	90
OCTOBER 15	BERMUDA COMMON (50% HULLED)	25
OCTOBER 16 -	PENSACOLA BAHIA (SCARIFIED)	100
MARCH 14	BERMUDA COMMON (50% HULLED)	35
	ANNUAL RYE GRASS	10
	RYE GRAIN	30

MULCH SEEDED AREA WITH 2 TONS PER ACRE CLEAN GRAIN STRAW. ANCHOR STRAW WITH HYDRAULIC WOOD FIBER MULCH AT THE RATE OF 1000 LB PER ACRE, OR 150-200 POUNDS OF ORGANIC MULCH TACKIFIER PER ACRE, OR USE NETTING.
HYDRO FIBER MULCH MIXTURE SHALL BE PERFORMED IN A TANK WITH A CONTINUOUS AGITATION AND RECIRCULATION SYSTEM WITH SUFFICIENT OPERATING CAPACITY TO PRODUCE A HOMOGENOUS SLURRY AND DISCHARGE SYSTEM WHICH WILL APPLY THE SLURRY AT A CONTINUOUS AND UNIFORM RATE. MIXTURE SHALL CONTAIN A GREEN FUGITIVE DYE AS AN APPLICATION INDICATOR.

FDOT GENERAL NOTES:

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON (ON SITE).
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK WITH IN THE FDOT R/W.
3. ALL WORK PERFORMED WITH IN THE FDOT R/W SHALL BE IN ACCORDANCE WITH THE 2019 EDITION OF THE FDOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2017 EDITION OF THE FDOT UTILITY ACCOMMODATION MANUAL AND FOOT STANDARD PLANS FY 2019-20.
4. IT IS THE RESP

LEGEND

NOTE: NOT ALL SYMBOLS SHOWN HERE MAY BE APPLICABLE TO THESE DRAWINGS, ALSO THERE MAY BE ADDITIONAL SYMBOLS WITHIN PLANS NOT SHOWN HERE, SEE INDIVIDUAL DRAWING LEGEND WHERE APPLICABLE.

- BENCHMARK ID
- BORING ID
- EXISTING CABLE TV PEDESTAL
- EXISTING CAP OR PLUG
- EXISTING CLEAN OUT
- EXISTING CONDUIT RISER/ MARKER
- EXISTING ELECTRIC METER
- EXISTING ELEVATION (SOFT)
- PROPOSED ELEVATION (SOFT)
- EXISTING ELEVATION (HARD)
- PROPOSED ELEVATION (HARD)
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING FLOW DIRECTION
- PROPOSED FLOW DIRECTION
- EXISTING GAS METER
- EXISTING GAS VALVE
- EXISTING GUY WIRE & ANCHOR PIN
- EXISTING MAIL BOX
- EXISTING MANHOLE (UNKNOWN)
- PROPOSED MANHOLE
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING ROAD SIGNS AND POSTS
- PROPOSED SIGN AND POST
- EXISTING TEE
- EXISTING UTILITY POLE
- EXISTING VALVE IRRIGATION
- EXISTING VALVE WATER
- PROPOSED WATER VALVE
- EXISTING WATER METER
- EXISTING STORM SEWER WITH INLET
- PROPOSED STORM SEWER WITH INLET
- FOUND 1/2" CAPPED IRON ROD L.B. #3724
- FOUND 1/2" IRON ROD (NO I.D.)
- FOUND 4" BY 4" CONCRETE MONUMENT L.B. #3724
- EXISTING EASEMENT
- EXISTING UNDERGROUND FIBER OPTIC CABLE
- EXISTING FORCE MAIN (# INDICATES SIZE)
- EXISTING GAS MAIN
- EXISTING OVERHEAD ELECTRIC CABLES
- EXISTING OVERHEAD TRAFFIC SIGNAL CABLE
- EXISTING RAW WATER MAIN (# INDICATES SIZE)
- EXISTING RECLAIM WATER MAIN (# INDICATES SIZE)
- PROPOSED SANITARY SEWER (# INDICATES SIZE)
- PROPOSED WATER MAIN (# INDICATES SIZE)
- EXISTING CONTOUR
- PROPOSED CONTOUR (SOFT)
- PROPOSED CONTOUR (HARD)
- EXISTING UNDERGROUND TELEPHONE CABLE
- EXISTING UNDERGROUND TELEVISION CABLE
- EXISTING UNDERGROUND ELECTRICAL POWER CABLE
- JURISDICTIONAL WETLAND LINE
- EXISTING SANITARY SEWER (# INDICATES SIZE)
- EXISTING WATER MAIN (# INDICATES SIZE)
- EXISTING PIPE OR CONDUIT (TYPE SPECIFIED)
- EXISTING SWALE OR CENTER OF DITCH
- PROPOSED SWALE OR CENTER OF DITCH
- EXISTING TOP OF DITCH BANK
- EXISTING BOTTOM OF DITCH BANK
- EXISTING WOOD FENCE
- EXISTING WIRE OR CHAIN LINK FENCE
- PROPOSED WIRE OR CHAIN LINK FENCE
- PROPOSED SILT/SEDIMENT FENCE
- PROPOSED COIR ROLL OR WATTLE
- PROPOSED FLOATING TURBIDITY BARRIER
- PROPOSED TREE PROTECTION

VOLUSIA COUNTY IRRIGATION NOTES:

1. AUTOMATIC IRRIGATION CONTROLLERS, WHEN UTILIZED, SHALL CONTAIN A FUNCTIONAL RAIN SENSOR DEVICE, CAPABLE OF BEING SET TO ONE MINUTE RUN TIMES, AND BATTERY BACKUP CAPABILITY TO RETAIN PROGRAMMING IN THE EVENT OF A POWER FAILURE.
2. A RAIN SENSOR PLACED ON A STATIONARY STRUCTURE, FREE AND CLEAR OF ANY OVERHEAD OBSTRUCTIONS AND ABOVE THE HEIGHT OF THE SPRINKLER COVERAGE.
3. EQUIPMENT WITH CHECK VALVES USED IN LOW-LYING AREAS TO PREVENT LOW HEAD DRAINAGE.
4. BACKFLOW PREVENTION METHODS AND OTHER PROVISIONS PRESCRIBED IN SECTION 74-42.
5. IRRIGATION DESIGN WITH THE APPROPRIATE UNIFORMITY FOR THE TYPE OF PLANT BEING GROWN AND FOR THE TYPE OF SOIL.
6. IRRIGATION SYSTEM EQUIPMENT INSTALLED AS DESIGNED.
7. IRRIGATION ZONES DIVIDED ACCORDING TO: AVAILABLE FLOW RATE, VEGETATED GROUPINGS (I.E., TURF, SHRUBS, NATIVE PLANTS, ETC.), SPRINKLER TYPES (I.E., SPRINKLERS WITH MATCHING PRECIPITATION RATES) AND SOIL CHARACTERISTICS.
8. SPRAY HEADS AND ROTORS NOT MIXED IN SAME ZONE.
9. DISTRIBUTION EQUIPMENT IN A GIVEN ZONE HAVING MATCHED PRECIPITATION RATES.
10. APPLICATION RATES THAT AVOID RUNOFF AND PERMIT UNIFORM WATER INFILTRATION INTO THE SOIL, CONSIDERING LAND SLOPE, SOIL HYDRAULIC PROPERTIES, VEGETATIVE GROUND COVER AND PREVAILING WINDS.
11. A MINIMUM SEPARATION OF FOUR INCHES BETWEEN DISTRIBUTION EQUIPMENT AND PAVEMENT.
12. A MINIMUM SEPARATION OF 12 INCHES BETWEEN DISTRIBUTION EQUIPMENT AND BUILDINGS AND OTHER VERTICAL STRUCTURES.
13. NO DIRECT SPRAY ONTO WALKWAYS, BUILDINGS, ROADWAYS AND DRIVES.
14. LAWN SPRAY PATTERNS PROVIDING HEAD TO HEAD COVERAGE.
15. WATER CONVEYANCE SYSTEMS WITH A FLOW VELOCITY OF FIVE FEET PER SECOND OR LESS.
16. PIPELINES DESIGNED TO PROVIDE THE SYSTEM WITH THE APPROPRIATE PRESSURE REQUIRED FOR MAXIMUM IRRIGATION UNIFORMITY.
17. PRESSURE REGULATING HEADS.
18. A MAINTENANCE CHECKLIST PROVIDED TO THE PROPERTY OWNER BY THE IRRIGATION CONTRACTOR ACCOMPANIED BY A RECOMMENDED MAINTENANCE SCHEDULE, PROPER IRRIGATION SYSTEM SETTINGS ACCORDING TO SEASON, RECOMMENDATIONS FOR CHECKING RAIN SENSOR DEVICE, FILTER CLEANING RECOMMENDATIONS AND INFORMATION ON THE CURRENT WATER RESTRICTIONS.
19. IRRIGATION SYSTEM DESIGN WILL BE PERMITTED THROUGH VOLUSIA COUNTY.

VOLUSIA COUNTY LANDSCAPE REQUIREMENTS:

1. A HIGH VOLUME IRRIGATION AREA SHALL NOT EXCEED 50 PERCENT OF THE LANDSCAPED AREA. LOW OR MEDIUM VOLUME IRRIGATION AREAS MAY BE UTILIZED IN LIEU OF ANY HIGH VOLUME IRRIGATION AREA.
2. A MEDIUM VOLUME IRRIGATION AREA SHALL NOT EXCEED 25 PERCENT OF THE LANDSCAPED AREA. HOWEVER, THE LANDSCAPED AREA MAY CONTAIN UP TO 75 PERCENT MEDIUM VOLUME IRRIGATION AREA, IF NO HIGH VOLUME IRRIGATION AREA IS UTILIZED ON SITE.
3. A LOW VOLUME IRRIGATION AREA MAY BE UTILIZED FOR AN ENTIRE LANDSCAPED AREA WITH THE EXCEPTION OF NATIVE VEGETATION AREAS REGULATED BY SECTION 50-373(b)(4).
4. IN THE ALTERNATIVE TO (1), (2), AND (3) ABOVE, IF 25 PERCENT OF THE PRE-EXISTING NATIVE VEGETATION IS RETAINED ON SITE, THE REMAINING 75 PERCENT OF THE LANDSCAPED AREA MAY BE A HIGH VOLUME IRRIGATION AREA. FOR ALL PRE-EXISTING NATIVE VEGETATION RETAINED ON A PARCEL:
   - NO SUPPLEMENTAL WATER SHALL BE APPLIED TO THE NATIVE VEGETATION AREA.
   - ONLY HAND PRUNING OF NATIVE VEGETATION IS ALLOWED.
   - MECHANICAL MOWING OR CLEARING IS PROHIBITED.

VOLUSIA COUNTY CONTRACTOR LICENSE REQUIREMENTS:

NO PERSON MAY INSTALL OR REPAIR AN IRRIGATION SYSTEM IN VOLUSIA COUNTY UNLESS THEY POSSESS A VALID IRRIGATION CERTIFICATE OF COMPETENCY FROM THE DEPARTMENT. THE FOLLOWING PERSONS ARE EXEMPTED FROM HAVING TO POSSESS A CERTIFICATE OF COMPETENCY:

- LICENSED FLORIDA WATER WELL CONTRACTORS AND FLORIDA STATE CERTIFIED PLUMING CONTRACTORS.
- FLORIDA STATE REGISTERED PLUMBING CONTRACTORS.
- PROPERTY OWNERS WHO PERSONALLY PERFORM CONSTRUCTION, MAINTENANCE OR REPAIRS ON AN IRRIGATION SYSTEM THAT SERVES HIS OR HER OWNER-OCCUPIED SINGLE FAMILY RESIDENCE.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2020 / 2021 AND QUALIFIED PRODUCTS LIST

INDEX NO.	DESCRIPTION	INDEX NO.	DESCRIPTION
102	TEMPORARY EROSION AND SEDIMENT CONTROL	514	OPTIONAL BASE GROUP AND STRUCTURAL NUMBERS
425-010	STRUCTURE BOTTOMS - TYPES J AND P	330-001	TURNOUTS
205	PIPE BACKFILL	546	SIGHT DISTANCE AT INTERSECTIONS
425-021	CURB INLET TOPS - TYPES 5 & 6	102-600	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES
425-024	CURB INLET TOP - TYPE 9	102-602	TWO-LANE, TWO-WAY, WORK ON SHOULDER
425-052	DITCH BOTTOM INLETS - TYPES C, D, E AND H	102-603	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY
430-022	SIDE DRAIN MITERED END SECTION	102-660	PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS
520-001	CURB & CURB AND GUTTER	700-101	TYPICAL SECTIONS FOR PLACEMENT OF SINGLE & MULTIPLE-COLUMN SIGNS
522-002	PUBLIC SIDEWALK CURB RAMPS	711-001	SPECIAL MARKING AREAS
350-001	CONCRETE PAVEMENT JOINTS		
522-001	CONCRETE SIDEWALK		
120-001	EMBANKMENT UTILIZATION		

ABBREVIATIONS

AWWA	AMERICAN WATER WORKS ASSOCIATION	H/C	HANDICAP	SAN	SANITARY
CMP	CORRUGATED METAL PIPE	HDPE	HIGH DENSITY POLYETHYLENE	SH	SEASONAL HIGH
CPP	CORRUGATED PLASTIC PIPE	INV	INVERT	SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
CTV	CABLE TELEVISION	K_H	HORIZONTAL PERMEABILITY	SMH	SANITARY MANHOLE
DIP	DUCTILE IRON PIPE	K_V	VERTICAL PERMEABILITY	SS	SANITARY SEWER
ESMT	EASEMENT	KO	KNOCK OUT	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
EXIST	EXISTING	LF	LINEAL FEET	TSB	TEMPORARY SEDIMENT BASIN
FAC	FLORIDA ADMINISTRATIVE CODE	MB	MAP BOOK	TYP	TYPICAL
FACBC	FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION	MES	MITERED END SECTION	UGE	UNDERGROUND ELECTRIC
		MJ	MECHANICAL JOINT	UGT	UNDERGROUND TELEPHONE
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	N/A	NOT APPLICABLE	USACOE	UNITED STATES ARMY CORPP OF ENGINEERS
		NIC	NOT IN CONTRACT	W	WATER (POTABLE)
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	NGVD	NATIONAL GEODETIC VERTICAL DATUM		
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	OHE	OVERHEAD ELECTRIC		
FH	FIRE HYDRANT	OR	OFFICIAL RECORD		
FOC	FIBER OPTIC CABLE	PG	PAGE		
FF EL	FINISH FLOOR ELEVATION	PSI	POUNDS PER SQUARE INCH		
FM	FORCE MAIN	PVC	POLYVINYL CHLORIDE		
FPD	FEET PER DAY	PVMT	PAVEMENT		
G	GAS	R	RADIUS		
GW	GROUND WATER	RCP	REINFORCED CONCRETE PIPE		
		RPM	REFLECTIVE PAVEMENT MARKER		
		R/W	RIGHT-OF-WAY		

SITE AND GENERAL INFORMATION

1. THE PROPERTY AREA BOUNDARY CONSISTS OF 854,635 SF OR 19.620 ACRES. FOR BOUNDARY AND TOPOGRAPHIC SURVEY REFER TO THE SURVEY PERFORMED BY SLIGER AND ASSOCIATES (SEE SHEET No. 2.1, 2.2, 2.3 & 2.4 OF THESE PLANS).
2. THE EXISTING ZONING IS B-8 (COMMERCIAL) AND A-2 (RURAL AGRICULTURE). THE PROPOSED ZONING IS PBD (PLANNED BUSINESS DEVELOPMENT).
3. THE FLUM IS (1) OPEN SPACE / CONSERVATION, (2) RESIDENTIAL, OFFICE RETAIL AND (3) GENERAL COMMERCIAL.
4. THE TAX PARCEL NUMBERS ARE 412500000221 AND 412500000230.
6. THE EXISTING SITE CONDITION IS UNDEVELOPED. THE FLUCFCS LAND USE IS (191) UNDEVELOPED LAND WITHIN URBAN AREAS.
7. PER THE USDA NATURAL RESOURCES CONSERVATION SERVICE FOR VOLUSIA COUNTY, THE SCS SOILS MAP INDICATES THE SITE CONSISTS OF (1) APOPKA FINE SAND, 0 TO 5 PERCENT SLOPES, (19) DELAND FINE SAND, 0 TO 5 PERCENT SLOPES, (22) ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES, (23) FARMTON FINE SAND AND (51) POMONA-ST. JOHNS COMPLEX.
8. THE SITE IS LOCATED WITHIN ZONE "X" & "AE" PER FEMA MAP PANEL No. 12127C0194 J, DATED FEBRUARY 19, 2014.
9. ELECTRICAL UTILITY SERVICE WILL BE PROVIDED BY FLORIDA POWER & LIGHT. NATURAL GAS WILL BE PROVIDED BY TECO PEOPLES GAS COMPANY. TELEPHONE, CABLE AND INTERNET SERVICE WILL BE PROVIDED BY AT&T. CABLE TV AND INTERNET CAN ALSO BE PROVIDED BY SPECTRUM.
10. SOLID WASTE WILL BE COLLECTED AND DISPOSED OF BY WASTE PRO, INC.
11. THE SITE IS NOT LOCATED WITHIN THE LIMITS OF A WELLHEAD PROTECTION ZONE AND THERE IS NO ORDINARY HIGH WATER (OHW) LINE WITHIN THE SITE.
12. STORMWATER WILL BE PROVIDED BY INTERCONNECTED EXFILTRATION AND DRY RETENTION PRE-TREATMENT TO WET DETENTION POND SYSTEM.
13. POTABLE WATER AND WASTEWATER UTILITIES PROVIDED BY CITY OF ORMOND BEACH.
14. IRRIGATION SERVICE WILL BE PROVIDED BY PRIVATE WELL.
15. ACCESS WILL BE PROVIDED FROM S.R. 40 (GRANADA BOULEVARD) WITH A RIGHT-IN AND RIGHT-OUT DRIVEWAY. EMERGENCY ACCESS WILL BE PROVIDED BY CONNECTION TO WALGREENS.

SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING	LANDSCAPE
FRONT (TYMBER CREEK)	25 FEET	20 FEET
REAR (NORTH)	20 FEET	20 FEET
SIDE (WEST)	10 FEET	20 FEET
SIDE (INTERIOR)	10 FEET	6 FEET
SIDE (CORNER)	20 FEET	6 FEET
MAXIMUM BUILDING HEIGHT		45 FEET

* SECTION 2-36(d) STATES, "HEIGHT LIMITS MAY EXCEED THAT ALLOWED BY DISTRICT REGULATIONS BY A MAXIMUM FIFTEEN FEET (15'), PROVIDED THAT THE STRUCTURE IS LOCATED AS TO NOT HAVE AN ADVERSE IMPACT ON ADJOINING PROPERTIES, PARTICULARLY SINGLE-FAMILY HOMES. THIS ADDITIONAL HEIGHT ALLOWANCE WILL NOT BE AWARDED FOR ANY PORTION OF A STRUCTURE LOCATED WITHIN FIFTY FEET (50') OF A SINGLE FAMILY HOME OR FOR A VACANT SITE IN A ZONING DISTRICT DESIGNED PRIMARILY FOR SUCH USE. IN NO CASE SHALL ANY BUILDING HEIGHT EXCEED SEVENTY-FIVE FEET (75') WHEN MEASURED FROM THE AVERAGE MEDIAN LOT ELEVATION TO THE HIGHEST POINT OF ANY STRUCTURE AND/OR ATTACHED SERVICES."

MAXIMUM BUILDING COVERAGE	35%
MAXIMUM IMPERVIOUS LOT COVERAGE	75%

THE B-8 ZONING DISTRICT ALLOWS 10 UNITS PER ACRE. THE LAND USE CATEGORIES ALLOW:
(1) "OPEN SPACE/CONSERVATION" (3.2 ACRES) - 0 UNITS
(2) "RESIDENTIAL, OFFICE RETAIL" (3.2 ACRES) - 48 UNITS
(3) "GENERAL COMMERCIAL" (13.22 ACRES) - 423 UNITS

THE PROPERTY'S LAND USES ALLOW A TOTAL OF 471 UNITS (300 UNITS PROPOSED).
THE UNITS PER ACRE NEED TO BE BASED UPON 16.42 ACRES OR
300 UNITS / 16.42 = 18.27 UNITS PER ACRE

NO STRUCTURE SHALL EXCEED 180 LINEAR FEET IN LENGTH PER LDC SECTION 2-57(22)(f).

2. PROPOSED SITE COVERAGE:

	SQ. FT	ACRE	%
BUILDINGS	127,446	2.926	14.9
PAVEMENT	164,109	3.767	19.2
CONCRETE SIDEWALKS / PADS/ POOL DECK	46,260	1.062	5.4
RESERVED PARKING	18,810	0.432	2.2
EXTERIOR LANDSCAPE	67,254	1.544	7.9
INTERIOR LANDSCAPE	312,116	7.165	36.5
WET DETENTION PONDS	32,862	0.754	3.8
WETLANDS	104,588	2.402	12.3
TOTAL SITE	854,635	19.620	100.0
TOTAL IMPERVIOUS	337,815	7.755	39.5
TOTAL PERVIOUS	516,820	11.865	60.5

3. PARKING REQUIREMENTS

UNIT MIX
1.5 SPACES PER 1 BEDROOM x 168 = 252 SPACES
0.5 SPACES RESERVE PER 2 BEDROOM x 120 = 84 SPACES
2.0 SPACES PER 2 BEDROOM x 120 = 240 SPACES
2.0 SPACES PER 3 BEDROOM x 12 = 24 SPACES
TOTAL REQUIRED PARKING = 600 SPACES

4. PARKING PROVIDED

		%
HANDICAP	11	1.9
STANDARD	506	84.3
RESERVE	83	13.8
TOTAL PARKING PROVIDED	600	100.0

5. BICYCLE PARKING REQUIRED

10% OF TOTAL PARKING = 0.10 x 600 = 60
REQUIRED BICYCLE PARKING = 60 SPACES

6. BICYCLE PARKING PROVIDED

71 BICYCLE SPACES PROVIDED

REVISIONS

DATE	DESCRIPTION
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Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26010584
NEWKIRK ENGINEERING INC.
Civil Engineering, Transportation, CEI & Landscape Architecture

DEVELOPMENT INFORMATION AND CONSTRUCTION NOTES

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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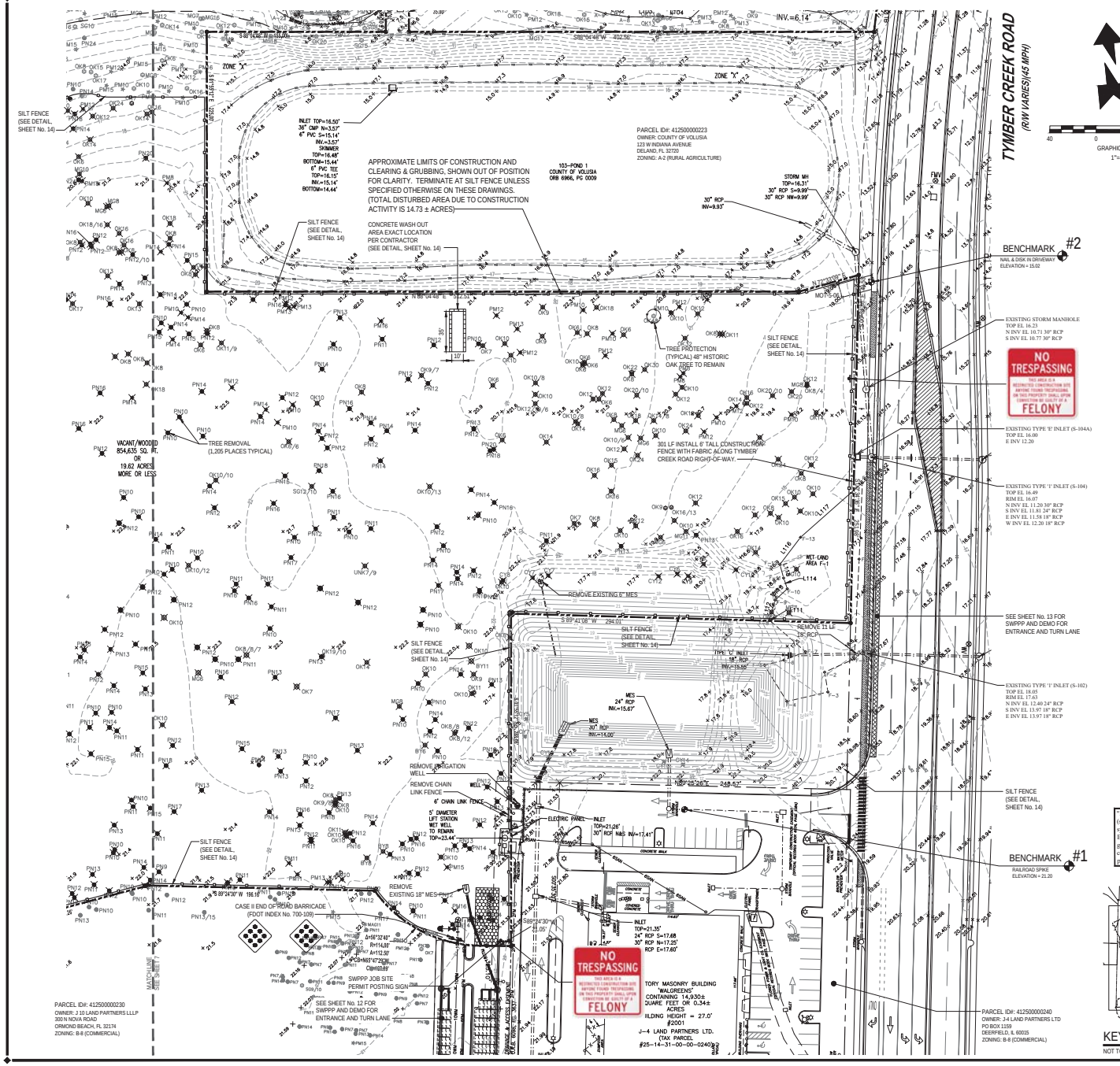
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CHECKED BY:	HHN
SCALE:	

DRAWING NUMBER

8



LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL, SHEET No. 14)
- PROPOSED TREE PROTECTION (SEE DETAIL, SHEET No. 14)
- PROPOSED AGGREGATE
- CONCRETE SIDEWALK REMOVAL
- ASPHALT PAVEMENT REMOVAL
- PAVEMENT PREPARATION AREA
- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED
- INLET PROTECTION

BENCHMARK INFORMATION:

#1 RAILROAD SPIKE
ELEVATION = 21.20

#2 NAIL & DISK IN DRIVEWAY
ELEVATION = 15.02

VERTICAL DATA
ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988. FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988.

SPECIMEN TREE LEGEND :

BAY TREE	BY
CYPRESS TREE	CY
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PINE TREE	PN
SWEETGUM TREE	SG

OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

HISTORIC TREE LEGEND :

		EXISTING	REMOVED
CYPRESS TREE	CY	4	0
OAK TREE	OK	3	0
		7	0

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KEY MAP
NOT TO SCALE

WARNING !!
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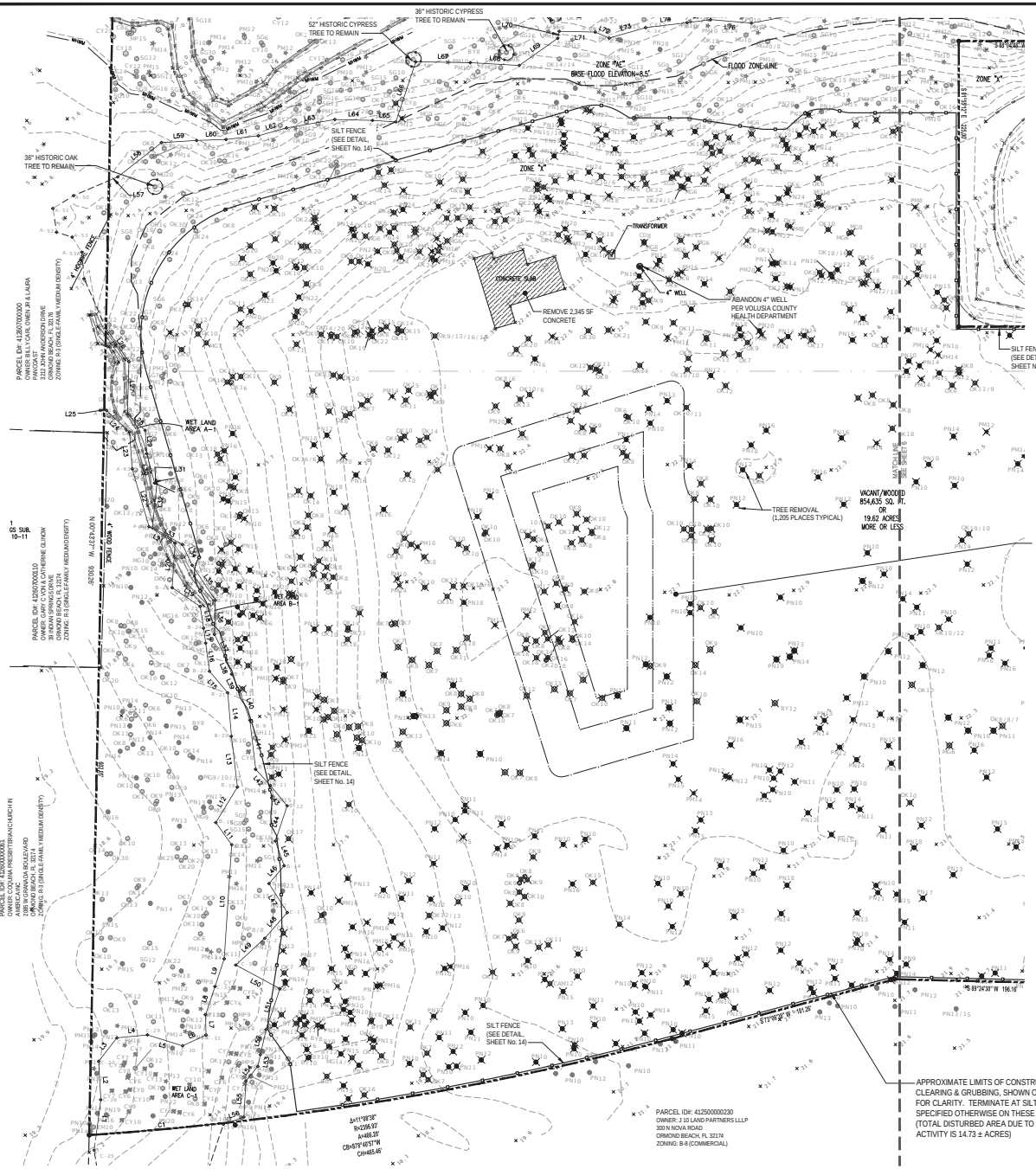
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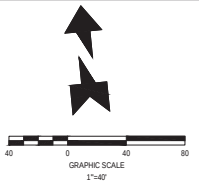
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CHECKED BY:	HHN
SCALE:	1" = 40'

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LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL, SHEET No. 11)
- PROPOSED TREE PROTECTION (SEE DETAIL, SHEET No. 11)
- PROPOSED AGGREGATE
- CONCRETE SIDEWALK REMOVAL
- ASPHALT PAVEMENT REMOVAL
- PAVEMENT PREPARATION AREA
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BENCHMARK INFORMATION:

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ELEVATION = 15.02

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OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	Cd
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
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PINE TREE	PN
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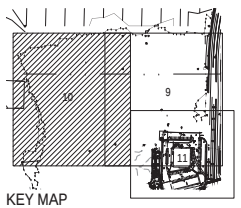
HISTORIC TREE LEGEND :

		EXISTING	REMOVED
CYPRESS TREE	CY	4	0
OAK TREE	Ok	3	0
		7	0

SPECIMEN TREE LEGEND :

BAY TREE	BY
CYPRESS TREE	CY
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	Ok
PINE TREE	PN
SWEETGUM TREE	SG

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KEY MAP
NOT TO SCALE

WARNING !!
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DEMOLITION, TREE REMOVAL AND SWPPP PLAN
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2011 W GRANADA BOULEVARD
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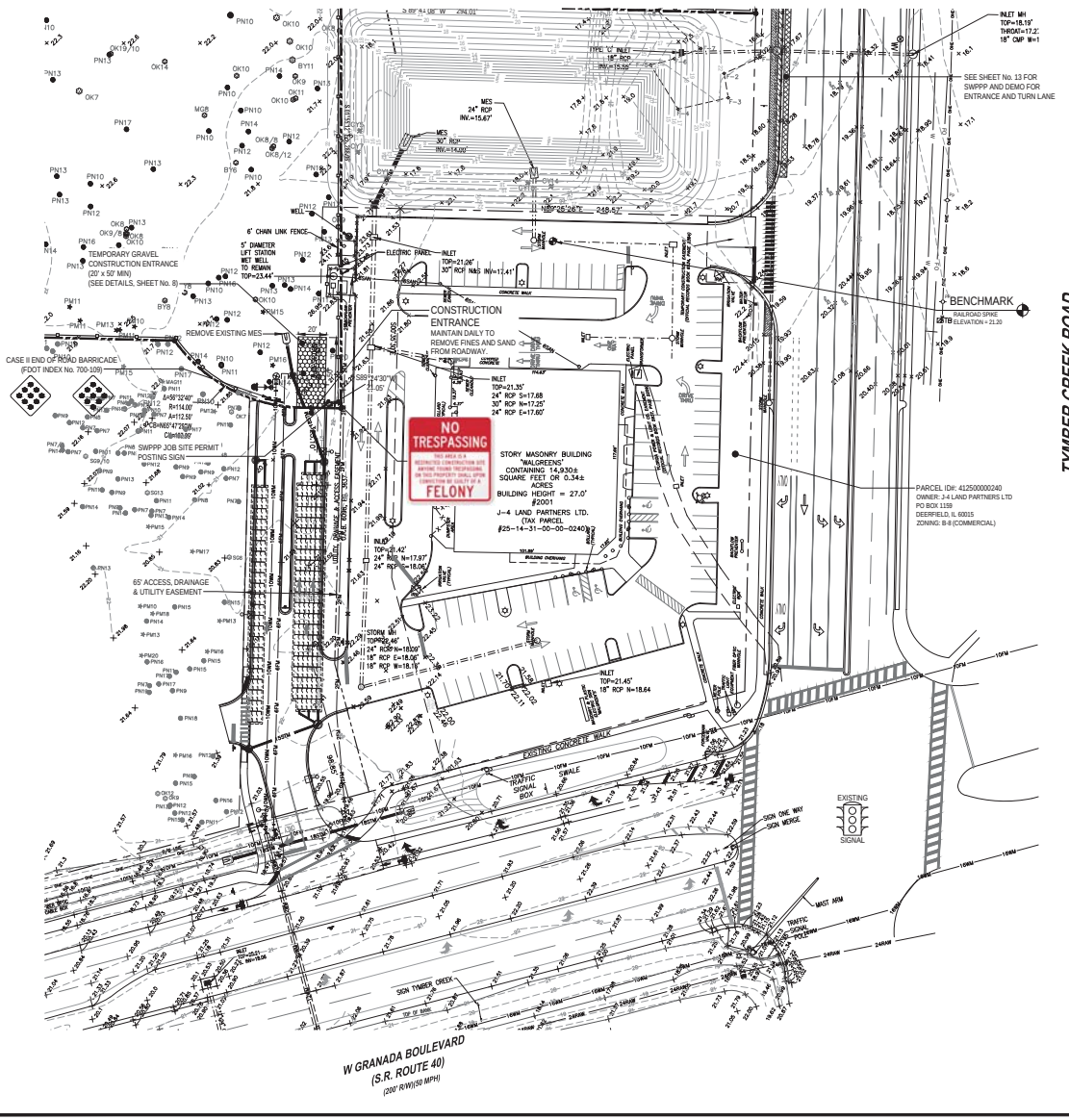
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HARRY H. NEWKIRK, P.E. # 62971

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10



GRAPHIC SCALE
1"=40'
40 0 40 80

LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL, SHEET No. 14)
- PROPOSED TREE PROTECTION (SEE DETAIL, SHEET No. 14)
- PROPOSED AGGREGATE
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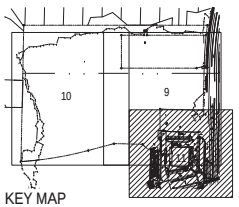
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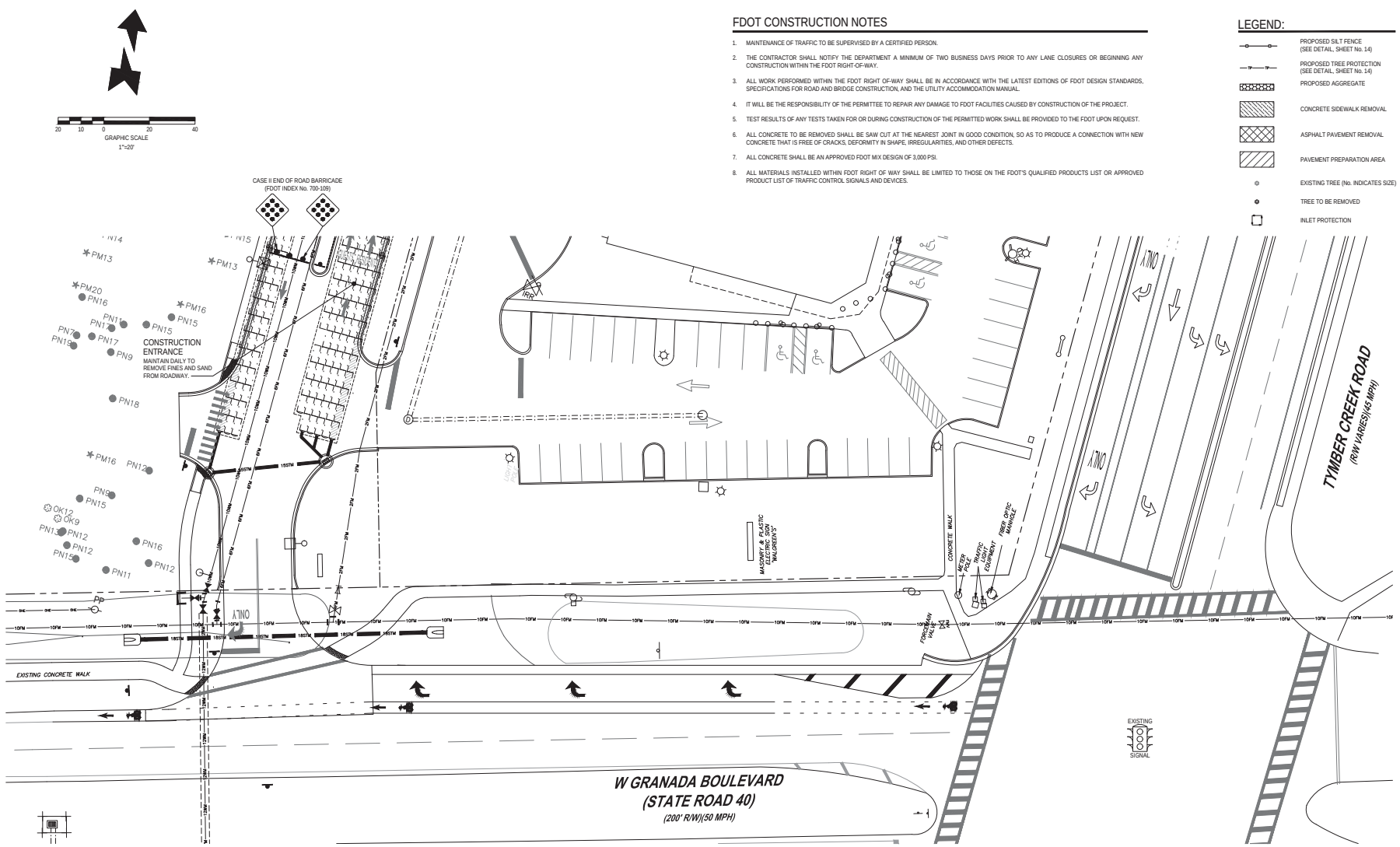
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CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

11



FDOT CONSTRUCTION NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF FDOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
5. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
6. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, IRREGULARITIES, AND OTHER DEFECTS.
7. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
8. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT OF WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL, SHEET No. 14)
- PROPOSED TREE PROTECTION (SEE DETAIL, SHEET No. 14)
- PROPOSED AGGREGATE
- CONCRETE SIDEWALK REMOVAL
- ASPHALT PAVEMENT REMOVAL
- PAVEMENT PREPARATION AREA
- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED
- INLET PROTECTION

One Nation... One Number... 811 Know what's Below. Call before you dig.

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION
4 7 22	CITY COMMENTS
10 25 22	OWNER

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Ormond Beach, Florida 32174
Phone (386) 672- 7794
www.NewkirkEngineering.com
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LC # 26010584
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

STATE ROAD 40
RIGHT-OF-WAY SWPPP
TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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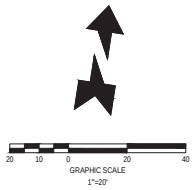
HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
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CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

12

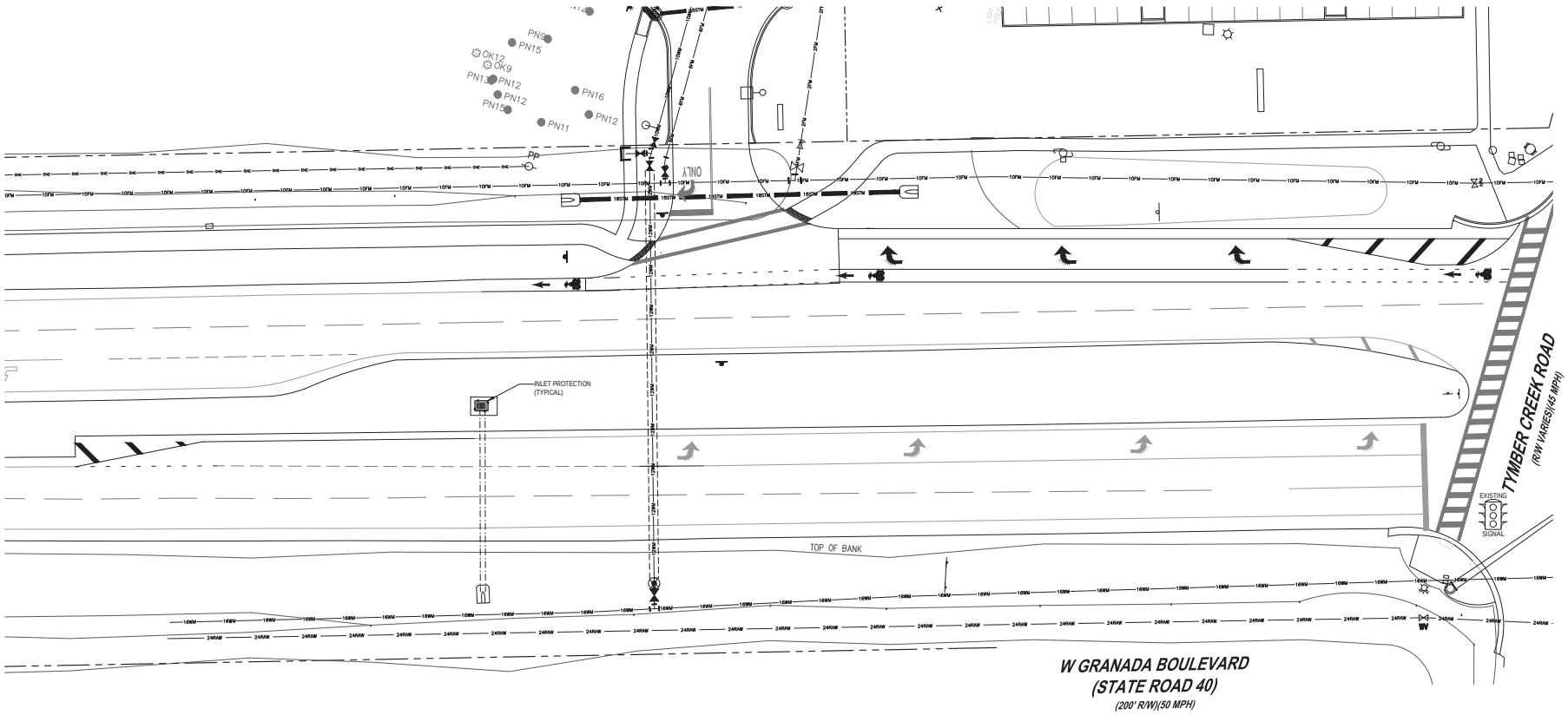


FDOT CONSTRUCTION NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF FDOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
5. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
6. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, IRREGULARITIES, AND OTHER DEFECTS.
7. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
8. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT OF WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL, SHEET No. 14)
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- TREE TO BE REMOVED
- INLET PROTECTION



FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)

WARNING !!
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STATE ROAD 40
RIGHT-OF-WAY SWPP
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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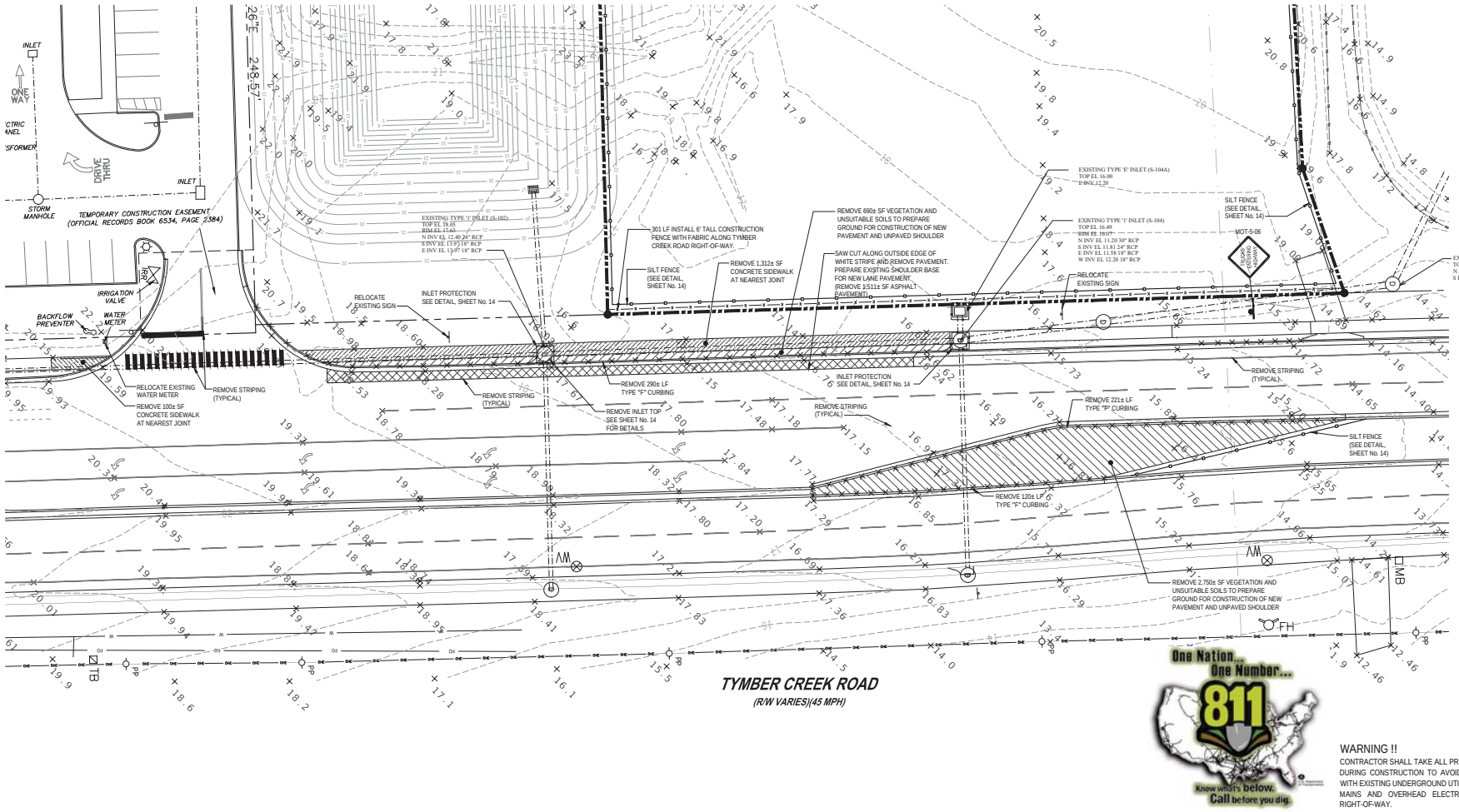
VOLUSIA COUNTY NOTES:

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
3. COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
4. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FDOT DESIGN STANDARD INDEX NO. 600.
8. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL, SHEET No. 14)
- PROPOSED TREE PROTECTION (SEE DETAIL, SHEET No. 14)
- PROPOSED AGGREGATE
- CONCRETE SIDEWALK REMOVAL
- ASPHALT PAVEMENT REMOVAL
- PAVEMENT PREPARATION AREA
- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED
- INLET PROTECTION

GRAPHIC SCALE
20 10 0 20 40
1"=20'



WARNING !!
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REVISIONS

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NEWKIRK ENGINEERING INC.

TYMBER CREEK ROAD
RIGHT-OF-WAY SWPP
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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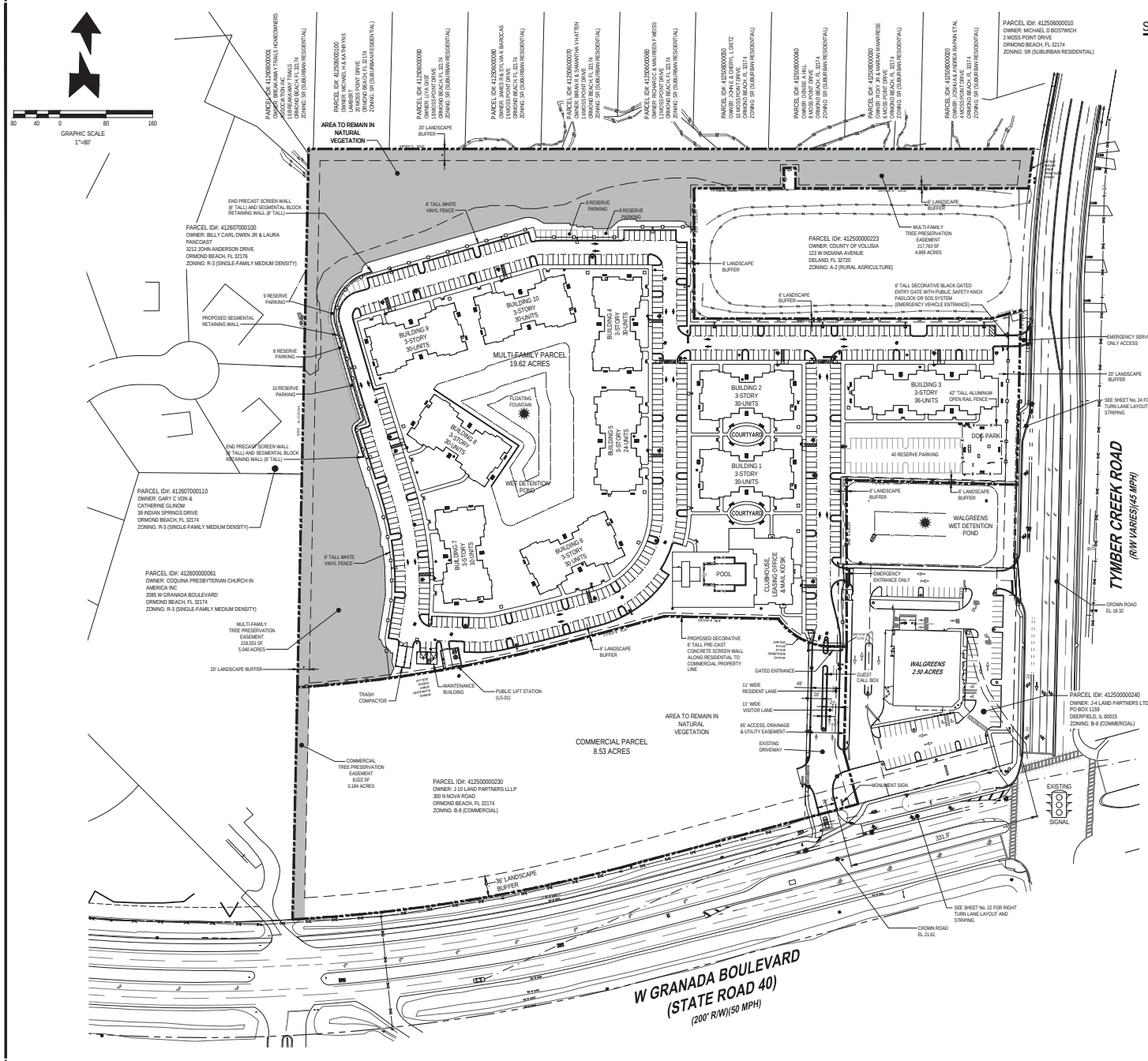
HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

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SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING	LANDSCAPE
FRONT (TYMBER CREEK)	25 FEET	20 FEET
REAR (NORTH)	20 FEET	20 FEET
SIDE (WEST)	10 FEET	20 FEET
SIDE (INTERIOR)	10 FEET	6 FEET
SIDE (CORNER)	20 FEET	6 FEET
MAXIMUM BUILDING HEIGHT		45 FEET

* SECTION 2-36(d) STATES, "HEIGHT LIMITS MAY EXCEED THAT ALLOWED BY DISTRICT REGULATIONS BY A MAXIMUM FIFTEEN FEET (15'), PROVIDED THAT THE STRUCTURE IS LOCATED AS TO NOT HAVE AN ADVERSE IMPACT ON ADJOINING PROPERTIES, PARTICULARLY SINGLE-FAMILY HOMES. THIS ADDITIONAL HEIGHT ALLOWANCE WILL NOT BE AWARDED FOR ANY PORTION OF A STRUCTURE LOCATED WITHIN FIFTY FEET (50') OF A SINGLE FAMILY HOME OR FOR A VACANT SITE IN A ZONING DISTRICT DESIGNED PRIMARILY FOR SUCH USE. IN NO CASE SHALL ANY BUILDING HEIGHT EXCEED SEVENTY-FIVE FEET (75') WHEN MEASURED FROM THE AVERAGE MEDIAN LOT ELEVATION TO THE HIGHEST POINT OF ANY STRUCTURE AND/OR ATTACHED SERVICES."

MAXIMUM BUILDING COVERAGE	35%
MAXIMUM IMPERVIOUS LOT COVERAGE	75%

THE B-8 ZONING DISTRICT ALLOWS 10 UNITS PER ACRE. THE LAND USE CATEGORIES ALLOW:
(1) "OPEN SPACE/CONSERVATION" (3.2 ACRES) - 0 UNITS
(2) "RESIDENTIAL, OFFICE RETAIL" (3.2 ACRES) - 48 UNITS
(3) "GENERAL COMMERCIAL" (13.22 ACRES) - 423 UNITS

THE PROPERTY'S LAND USES ALLOW A TOTAL OF 471 UNITS (300 UNITS PROPOSED).
THE UNITS PER ACRE NEED TO BE BASED UPON 16.42 ACRES OR
300 UNITS / 16.42 = 18.27 UNITS PER ACRE

NO STRUCTURE SHALL EXCEED 180 LINEAR FEET IN LENGTH PER LDC SECTION 2-57(22)(f).

2. PROPOSED SITE COVERAGE:

	SQ. FT	ACRE	%
BUILDINGS	127,446	2.926	14.9
PAVEMENT	164,109	3.767	19.2
CONCRETE SIDEWALKS / PADS/ POOL DECK	46,260	1.062	5.4
RESERVED PARKING	18,810	0.432	2.2
EXTERIOR LANDSCAPE	67,254	1.544	7.9
INTERIOR LANDSCAPE	325,816	7.479	38.1
WET DETENTION PONDS	19,162	0.440	2.2
WETLANDS	104,588	2.402	12.3
TOTAL SITE	854,635	19.620	100.0
TOTAL IMPERVIOUS	337,815	7.755	39.5
TOTAL PERVIOUS	516,820	11.865	60.5

3. PARKING REQUIREMENTS

UNIT MIX

1.5 SPACES PER 1 BEDROOM x 168	= 252 SPACES
0.5 SPACES RESERVE PER 2 BEDROOM x 120	= 84 SPACES
2.0 SPACES PER 2 BEDROOM x 120	= 240 SPACES
2.0 SPACES PER 3 BEDROOM x 12	= 24 SPACES
TOTAL REQUIRED PARKING	= 600 SPACES

4. PARKING PROVIDED

		%
HANDICAP	11	1.9
STANDARD	506	84.3
RESERVE	83	13.8
TOTAL PARKING PROVIDED	600	100.0

5. BICYCLE PARKING REQUIRED

10% OF TOTAL PARKING = 0.10 x 600 = 60
REQUIRED BICYCLE PARKING = 60 SPACES

6. BICYCLE PARKING PROVIDED

71 BICYCLE SPACES PROVIDED

REVISIONS

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OVERALL DEVELOMENT PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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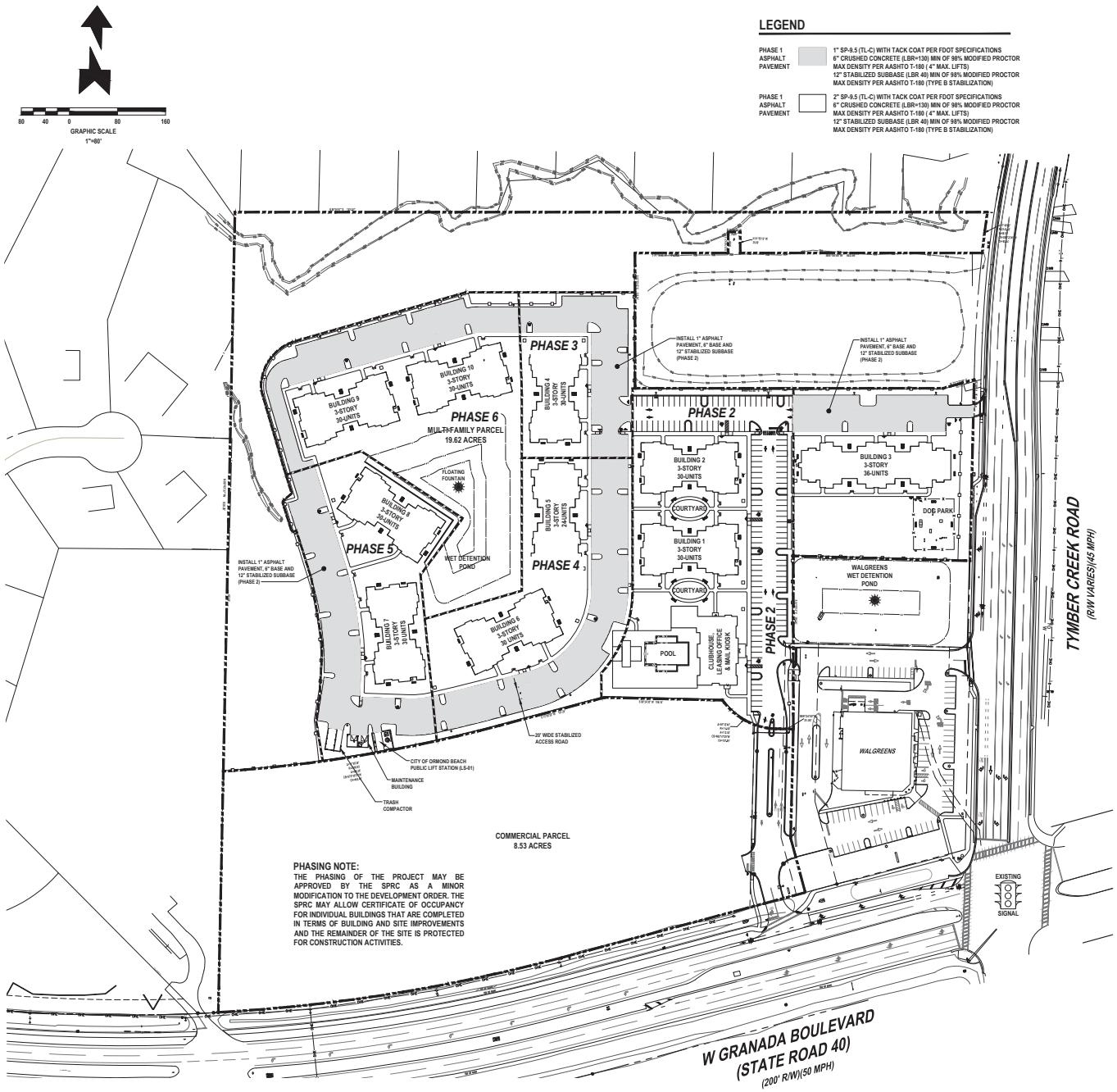
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SCALE:	1" = 0'

DRAWING NUMBER

15



PHASING NOTE:
THE PHASING OF THE PROJECT MAY BE APPROVED BY THE SPRC AS A MINOR MODIFICATION TO THE DEVELOPMENT ORDER. THE SPRC MAY ALLOW CERTIFICATE OF OCCUPANCY FOR INDIVIDUAL BUILDINGS THAT ARE COMPLETED IN TERMS OF BUILDING AND SITE IMPROVEMENTS AND THE REMAINDER OF THE SITE IS PROTECTED FOR CONSTRUCTION ACTIVITIES.

PHASE 1 (SITE INFRASTRUCTURE CONSTRUCTION)

1. INSTALL ALL SITE FENCE, TREE BARRICADES AND CONSTRUCTION ENTRANCE.
2. CLEARING AND GRUBBING ENTIRE SITE WITHIN LIMITS OF CONSTRUCTION.
3. EARTHWORK IMPROVEMENTS CONSISTING OF SITE GRADING AND STORMWATER PONDS.
4. INSTALL PUBLIC LIFT STATION AND SANITARY SEWER MAIN, MANHOLES AND SERVICES.
5. INSTALL WATER MAIN, FIRE HYDRANTS, WATER SERVICES AND FIRE SERVICES.
6. INSTALL STORMWATER INLETS, DRAINAGE PIPES, CONTROL STRUCTURES, STORM-TECH EXFILTRATION AND MITERED END SECTIONS.
7. INSTALL SEGMENTAL RETAINING WALL.
8. INSTALL FIRST LIFT OF ASPHALT PAVEMENT CONSISTING OF STABILIZED SUBBASE, BASE AND1 INCH OF ASPHALT PAVEMENT.
9. TYMBER CREEK ROADWAY IMPROVEMENTS CONSISTING OF RIGHT-TURN LANE AND DUEL LEFT TURN LANE EXPANSION.
10. SURVEYOR TO PREPARE AS-BUILTS FOR WATER AND SEWER IMPROVEMENTS.
11. ENGINEER OF RECORD TO PREPARE FDEP WATER AND WASTEWATER CERTIFICATIONS FOR CITY OF ORMOND BEACH APPROVAL. ENGINEER OF RECORD TO SUBMIT FDEP WATER AND WASTEWATER CERTIFICATIONS TO FDEP FOR FINAL APPROVAL.
12. ENGINEER OF RECORD TO CERTIFY TYMBER CREEK ROAD IMPROVEMENTS WITH VOLUSIA COUNTY.

PHASE 2 (CLUBHOUSE, BUILDING 1 & 2)

1. ALL SITE INFRASTRUCTURE IMPROVEMENTS SHALL BE CONSTRUCTED INCLUDING FIRST LIFT OF ASPHALT FOR THE ENTIRE DEVELOPMENT PRIOR TO REQUESTING ANY BUILDING CLEARING FOR OCCUPANCIES.
2. CONSTRUCT CLUBHOUSE AND POOL, BUILDING 1 AND 2 BUILDING IMPROVEMENTS.
3. INSTALL SECOND LIFT OF ASPHALT (3/4") WITHIN BUILDING PHASE.
4. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
5. INSTALL SIDEWALK CONNECTION TO GRANADA BOULEVARD.
6. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
7. INSTALL PRE-CAST SCREEN WALL.
8. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
9. INSTALL LANDSCAPE, IRRIGATION AND FLOATING FOUNTAIN WITHIN WALGREENS.
10. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
11. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
12. INSTALL TEMPORARY DUMPSTER.
13. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
14. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
15. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 3 (BUILDING 3 & 4)

1. CONSTRUCT BUILDING 3 AND 4 BUILDING IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (3/4") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL SIDEWALK CONNECTION TO TYMBER CREEK ROAD.
5. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
6. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
7. INSTALL TEMPORARY DUMPSTER.
8. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
9. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
10. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
11. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
12. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS A REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 4 (BUILDING 5 & 6)

1. CONSTRUCT BUILDING 5 AND 6 BUILDING IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (3/4") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. INSTALL TEMPORARY DUMPSTER.
7. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
8. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
11. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 5 (BUILDING 7, 8, MAINTENANCE BLDG. & TRASH COMPACTOR)

1. CONSTRUCT BUILDING 7, 8, MAINTENANCE BUILDING AND TRASH COMPACTOR IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (3/4") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. REMOVE ALL TEMPORARY DUMPSTER'S.
7. SURVEYOR TO PREPARE AS-BUILTS FOR THIS PHASE.
8. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
11. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 6 (BUILDING 9, 10 & ENTIRE SITE FINAL RE-INSPECTION)

1. CONSTRUCT BUILDING 9, 10 AND WET DETENTION POND IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (3/4") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. IINSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. SURVEYOR TO PREPARE AS-BUILTS FOR THIS PHASE.
7. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
8. INSTALL FLOATING FOUNTAIN IN WET DETENTION POND.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. ENGINEER OF RECORD TO CERTIFY STORMWATER SYSTEM WITH SJRWMD.
11. ENGINEER OF RECORD TO CERTIFY FDEP NPDES NOTICE OF TERMINATION.
12. CITY OF ORMOND BEACH PHASE INSPECTION AND RE-INSPECTION OF ENTIRE SITE WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
13. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

CITY OF ORMOND BEACH SPRC NOTE:

THE PHASING OF THE PROJECT MAY BE APPROVED BY SPRC AS A MINOR MODIFICATION TO THE DEVELOPMENT ORDER. THE SPRC MAY ALLOW CERTIFICATE OF OCCUPANCY FOR INDIVIDUAL BUILDINGS THAT ARE COMPLETED IN TERMS OF BUILDING AND SITE IMPROVEMENTS AND THE REMAINDER OF THE SITE IS PROTECTED FOR CONSTRUCTION ACTIVITIES.

REVISIONS

DATE	DESCRIPTION
4 7 22	CITY COMMENTS
5 2 22	CITY COMMENTS
10 25 22	OWNER

1238 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

OVERALL PHASING PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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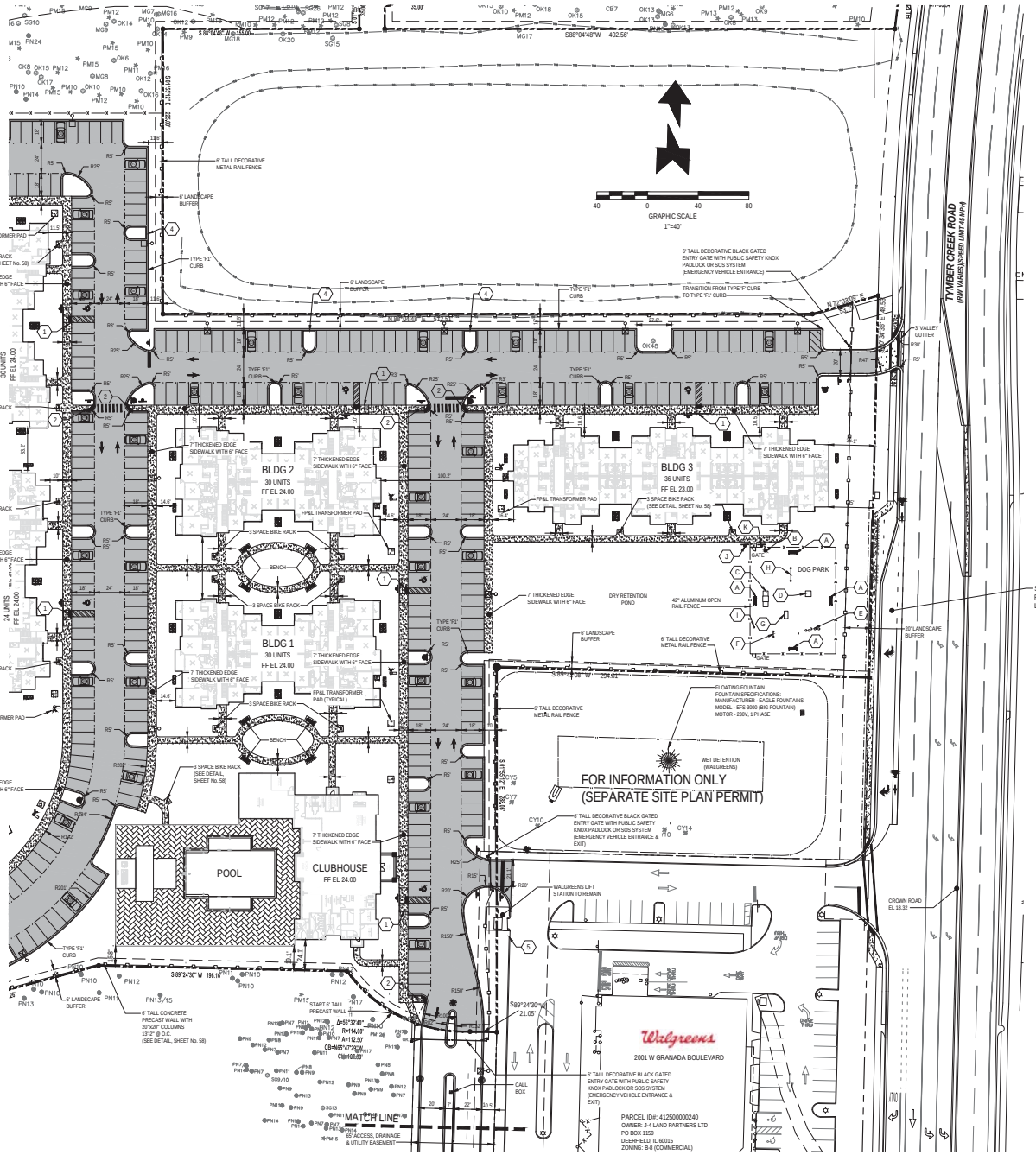
HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 0'

DRAWING NUMBER

16



PAVING LEGEND

ASPHALT PAVEMENT	2" SP-9.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) 12" STABILIZED SUBBASE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION) * ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) (TYPE B STABILIZATION) *ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT
CONCRETE PAVEMENT	6" CONCRETE (4,000 P.S.I. @ 28 DAYS) 12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (6" LIFTS) (TYPE B STABILIZATION) (SEE DETAIL, SHEET No. 56 & 58)
CONCRETE SIDEWALK	4" THICK CLASS I CONCRETE (3,000 P.S.I. @ 28 DAYS) PER FDOT INDEX 522-001 (SEE DETAIL, SHEET No. 56, 58, 62-64).
POOL DECK PAVERS	POOL DECK PAVERS

DOG PARK / PLAYGROUND KEYNOTES:

HTTPS://PARKWAREHOUSE.COM/PRODUCT/INTERMEDIATE-COURSE-BARKPARK-DOG-AGILITY-COURSE/

- (A) GYMS FOR DOGS 6' PARK BENCH (6220DP235)
- (B) DOG PARK PET CLEAN UP WASTE STATION (DL-PWR-FT)
- (C) KING OF THE HILL (6220DP100)
- (D) PAWS TABLE (6220DP110)
- (E) STEPPING PAWS (6220DP130)
- (F) HOOP JUMP (6220DP115)
- (G) DOGGIE CRAWL (6220DP150)
- (H) ROVER JUMP OVER (6220DP125)
- (I) DRINKING FOUNTAIN (648WF345)
- (J) GYMS FOR DOGS WELCOME SIGN (DL-WELCM-SIGN)
- (K) GYMS FOR DOGS RULES SIGN (DL-RULES-SIGN)

LEGEND

- TYPE 'F' CURB (SEE DETAIL, SHEET No. 56 & 58)
- 'F1' CURB (SEE DETAIL, SHEET No. 58)
- TYPE VALLEY GUTTER (SEE DETAIL, SHEET No. 58)
- TRANSITION FROM TYPE 'F' CURB TO TYPE 'F1' CURB
- 24" DETECTABLE WARNING MAT (SEE DETAIL, SHEET No. 63)
- SITE LIGHTING
  SEE SITE LIGHTING PLAN FOR COMPLETE SPECIFICATIONS (SITE LIGHTING SHALL NOT EMIT MORE THAN 0.5 FOOT-CANDLES AT THE PROPERTY LINE. ADD GLARE GUARDS IF REQUIRED.) (SEE SHEETS, No. 91 & 92)
- 3 SPACE BIKE RACK (SEE DETAIL, SHEET No. 58)
- 6' TALL WHITE VINYL FENCE (SEE DETAIL, SHEET No. 58)
- 6' TALL PRECAST SCREEN WALL (SEE DETAIL, SHEET No. 36)

KEYNOTES:

1. HANDICAP PARKING SPACE RAMP (SEE DETAIL, SHEET No. 19 & 20)
2. SIDEWALK CURB RAMP G (SEE DETAIL, SHEET No. 63)
3. SIDEWALK CURB RAMP E (SEE DETAIL, SHEET No. 63)
4. 18" GUTTER BYPASS (SEE DETAIL, SHEET No. 58)
5. SIDEWALK CURB RAMP C (SEE DETAIL, SHEET No. 63)

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER

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SITE LAYOUT PLAN (SHT. 1 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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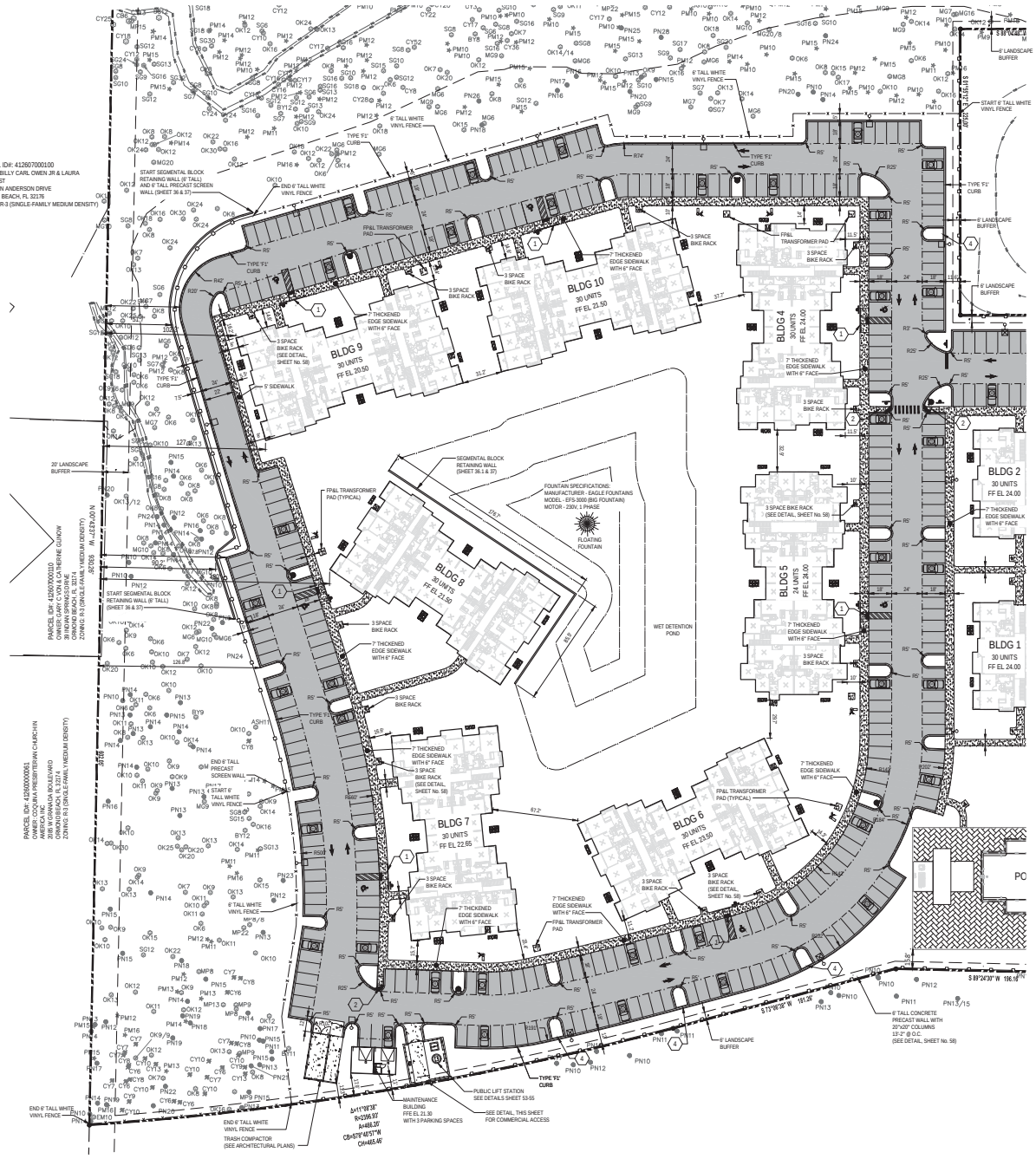
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

17



PAVING LEGEND

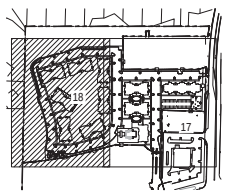
ASPHALT PAVEMENT		2" SP-9.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) 12" STABILIZED SUBBASE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION) * ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) (TYPE B STABILIZATION) *ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT
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POOL DECK PAVERS		POOL DECK PAVERS

LEGEND

- TYPE 'F' CURB (SEE DETAIL, SHEET No. 56 & 58)
- 'F1' CURB (SEE DETAIL, SHEET No. 58)
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KEYNOTES:

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2. SIDEWALK CURB RAMP G (SEE DETAIL, SHEET No. 63)
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KEY MAP
NOT TO SCALE

REVISIONS	
DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER

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SITE LAYOUT PLAN (SHT. 2 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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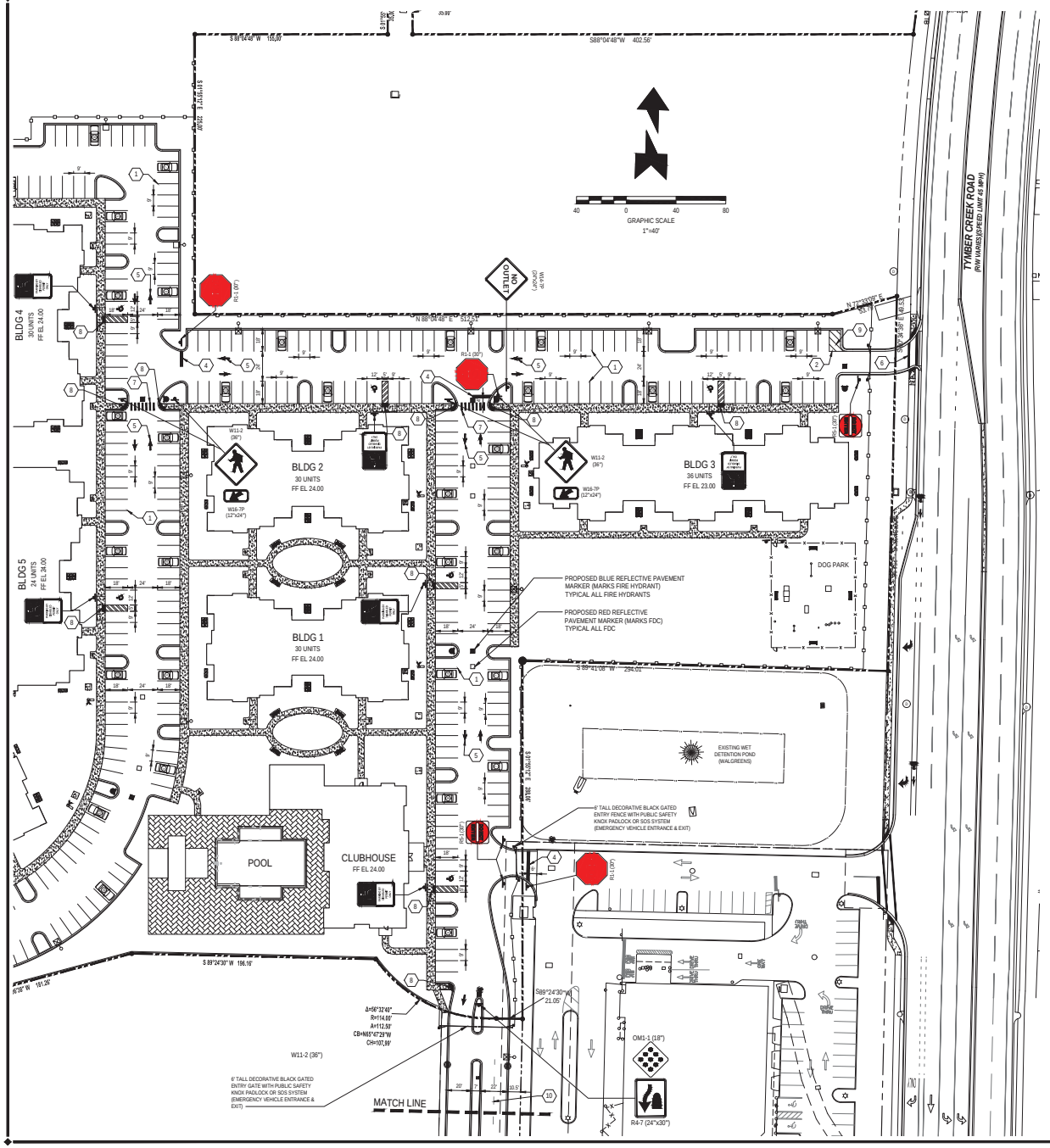
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

18



STRIPING KEYNOTES: (PER FDOT INDEX No. 711-001, ONLY THERMOPLASTIC IN R/W)

1. 6" SOLID WHITE LINE
2. 6" SOLID YELLOW LINE
3. 6" SOLID DOUBLE YELLOW LINE
4. 24" WHITE STOP BAR (THERMOPLASTIC)
5. WHITE DIRECTIONAL ARROW
6. STANDARD CROSSWALK
7. SPECIAL EMPHASIS CROSSWALK
8. 24" DETECTABLE WARNING MAT (PER FDOT INDEX No. 522-002)
9. 6" SOLID YELLOW LINE @ 45° SPACED AT 4' ON CENTER
10. 6" WHITE LINE 6' SKIP, 10' GAP

STRIPING LEGEND

- ■ PROPOSED BLUE REFLECTIVE PAVEMENT MARKER (MARKS FIRE HYDRANT)
- □ PROPOSED RED REFLECTIVE PAVEMENT MARKER (MARKS FDC)

PARKING CALCULATIONS

1. PARKING REQUIREMENTS

UNIT MIX

1.5 SPACES PER 1 BEDROOM x 168	= 252 SPACES
0.5 SPACES RESERVE PER 2 BEDROOM x 120	= 84 SPACES
2.0 SPACES PER 2 BEDROOM x 120	= 240 SPACES
2.0 SPACES PER 3 BEDROOM x 12	= 24 SPACES
TOTAL REQUIRED PARKING	= 600 SPACES

2. PARKING PROVIDED

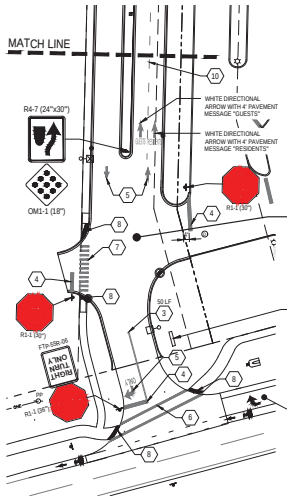
		%
HANDICAP	11	1.9
STANDARD	506	84.3
RESERVE	83	13.8
TOTAL PARKING PROVIDED	600	100.0

3. BICYCLE PARKING REQUIRED

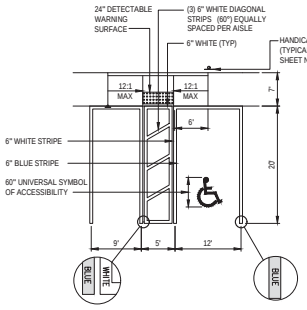
10% OF TOTAL PARKING = 0.10 x 60 = 60
REQUIRED BICYCLE PARKING = 60 SPACES

4. BICYCLE PARKING PROVIDED

71 BICYCLE SPACES PROVIDED

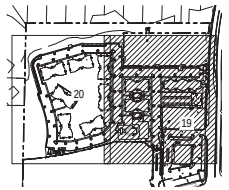


FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038



HANDICAP PARKING STRIPING
SCALE: 1" = 10'

(UNIVERSAL SPACES PER FLORIDA ADA)



KEY MAP
NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
4 7 22	CITY COMMENTS
10 25 22	OWNER

1230 North US1, Suite 3
Ormond Beach, Florida 32174
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STRIPING AND SIGNAGE PLAN SHT 1 OF 2
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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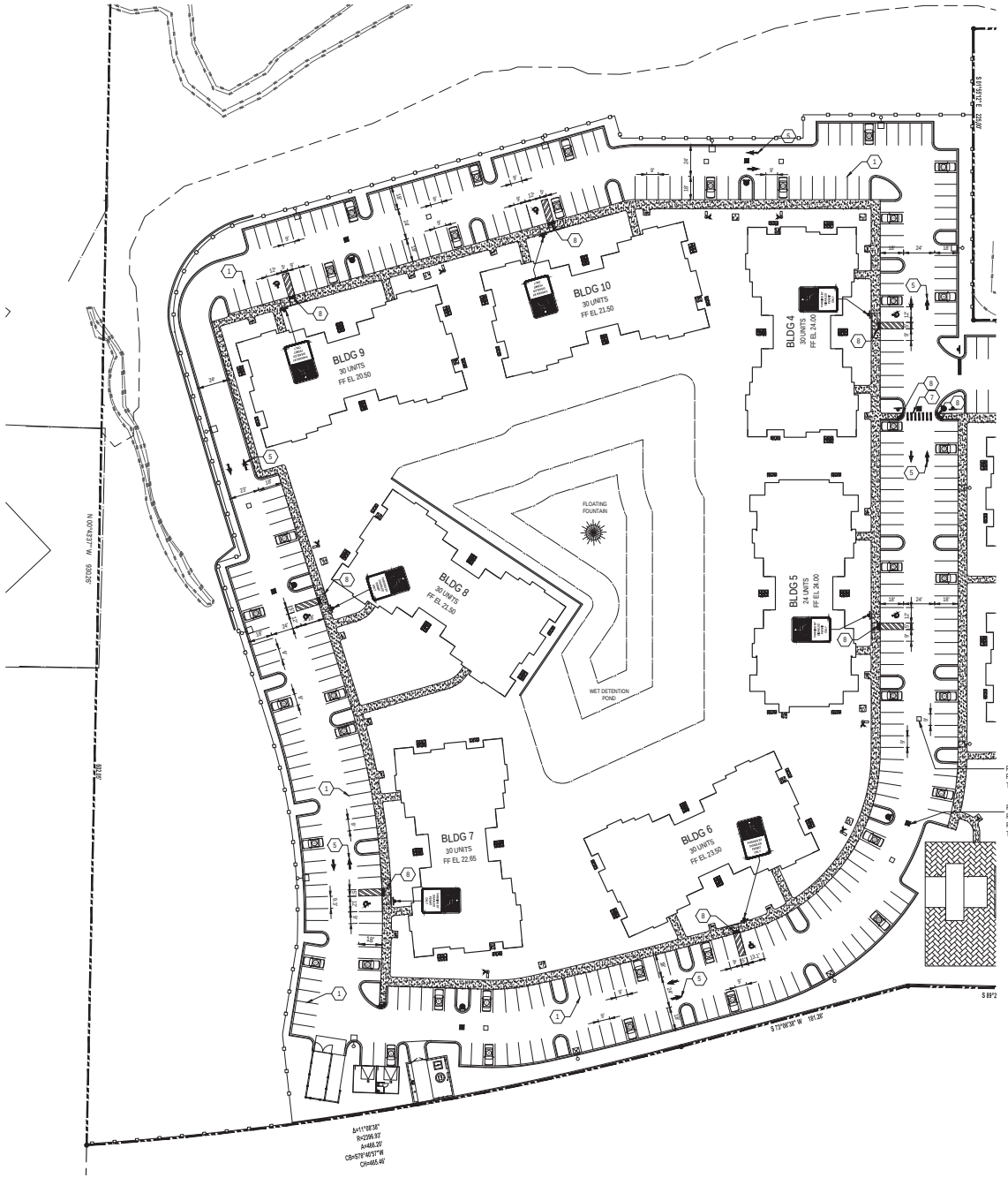
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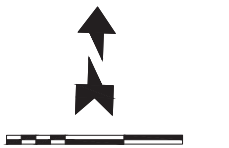
HARRY H. NEWKIRK, P.E. # 62971

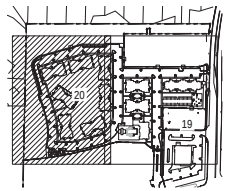
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

19







KEY MAP
NOT TO SCALE

STRIPING KEYNOTES: (PER FDOT INDEX No. 711-001, ONLY THERMOPLASTIC IN R/W)

1	6" SOLID WHITE LINE	8	24" DETECTABLE WARNING MAT (PER FDOT INDEX No. 522-002)
2	6" SOLID YELLOW LINE	9	6" WHITE SKIP LINE (10' - 30')
3	6" SOLID DOUBLE YELLOW LINE	10	6" WHITE DOTTED LANE DROP LINE (2' - 9')
4	24" WHITE STOP BAR (THERMOPLASTIC)	11	18" YELLOW LINE @ 45° SPACED 5' ON CENTER
5	WHITE DIRECTIONAL ARROW	12	18" YELLOW LINE @ 45° SPACED 10' ON CENTER
6	STANDARD CROSSWALK	13	WHITE "SHARK-TOOTH" YIELD LINE
7	SPECIAL EMPHASIS CROSSWALK	14	6" WHITE SKIP LINE (2' - 4')

PARKING CALCULATIONS

1. PARKING REQUIREMENTS

UNIT MIX

1.5 SPACES PER 1 BEDROOM x 168	= 252 SPACES
0.5 SPACES RESERVE PER 2 BEDROOM x 120	= 84 SPACES
2.0 SPACES PER 2 BEDROOM x 120	= 240 SPACES
2.0 SPACES PER 3 BEDROOM x 12	= 24 SPACES
TOTAL REQUIRED PARKING	= 600 SPACES

2. PARKING PROVIDED

		%
HANDICAP	11	1.9
STANDARD	506	84.3
RESERVE	83	13.8
TOTAL PARKING PROVIDED	600	100.0

3. BICYCLE PARKING REQUIRED

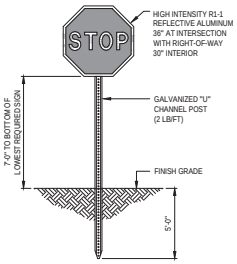
10% OF TOTAL PARKING = 0.10 x 60 = 60
REQUIRED BICYCLE PARKING = 60 SPACES

4. BICYCLE PARKING PROVIDED

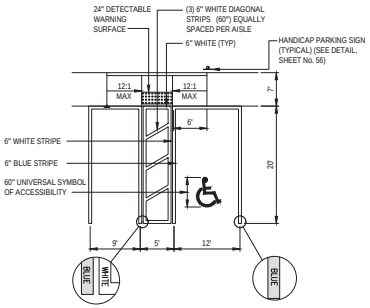
71 BICYCLE SPACES PROVIDED

STRIPING LEGEND

- ■ PROPOSED BLUE REFLECTIVE PAVEMENT MARKER (MARKS FIRE HYDRANT)
- □ PROPOSED RED REFLECTIVE PAVEMENT MARKER (MARKS FDC)



STOP SIGN DETAIL
NOT TO SCALE



HANDICAP PARKING STRIPING (UNIVERSAL SPACES PER FLORIDA ADA)
SCALE: 1" = 10'

REVISIONS

DATE	DESCRIPTION
4 7 22	TITLE BLOCK
10 25 22	OWNER

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Ormond Beach, FL 32174
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STRIPING AND SIGNAGE PLAN SHT 2 OF 2
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

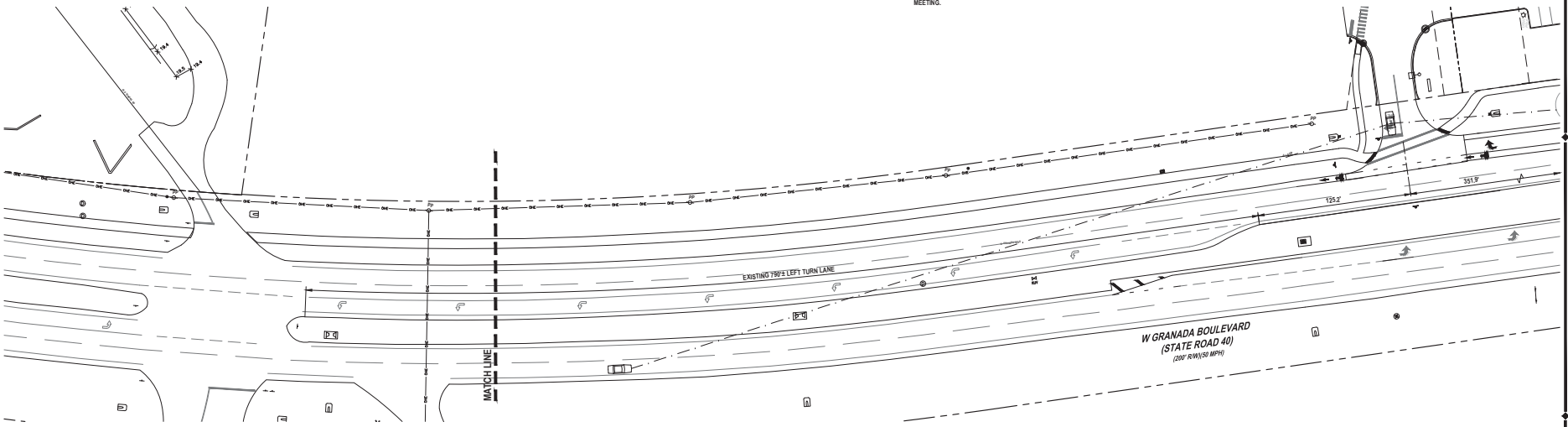
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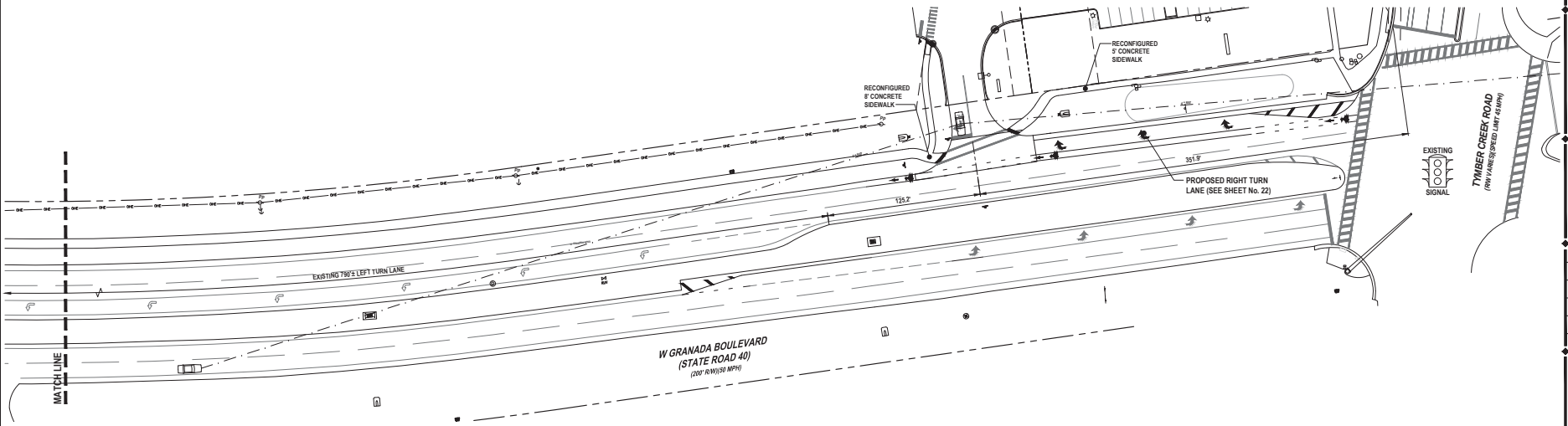
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(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038

GRAPHIC SCALE
1"=40'

FDOT GENERAL NOTES:

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON (ON SITE).
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK WITH IN THE FDOT R/W.
3. ALL WORK PERFORMED WITH IN THE FDOT R/W SHALL BE IN ACCORDANCE WITH THE 2019 EDITION OF THE FDOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2017 EDITION OF THE FDOT UTILITY ACCOMMODATION MANUAL AND FDOT STANDARD PLANS FY 2021-22.
4. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY THE CONSTRUCTION OF THIS PROJECT.
5. ANY TEST RESULTS TAKEN DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE DEPARTMENT UPON REQUEST.
6. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT TO NEAREST JOINT IN GOOD CONDITION, SO A CONNECTION THAT IS FREE OF CRACKS, DEFORMITIES OR VOIDS & IRREGULARITIES ARE NOT DEFECTIVE.
7. ALL STRIPING WITHIN THE FDOT RIGHT-OF-WAY SHALL BE PREFORMED THERMOPLASTIC.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED INSIDE FDOT R/W SHALL BE ON THE QUALIFIED PRODUCTS LIST OR APPROVED PRODUCTS LIST.
10. ALL CONSTRUCTION SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
11. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC AND BARRICADE PLAN TO THE ENGINEER FOR APPROVAL WITH THE BID. INCLUDE THE MOT PLAN AT THE PRECONSTRUCTION MEETING.
12. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND THE FDOT INSPECTOR NOTIFIED FOR APPROVAL.
13. ALL BARRICADES AND POSTED SIGNAGE SHALL REMAIN IN PLACE UNTIL PAVING WORK IS COMPLETE. ALL BARRICADES SHALL BE VERIFIED IN PLACE BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
14. SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA.
15. THE CONTRACTOR SHALL ENSURE THAT ALL SIDEWALKS AND CROSSWALKS CONFORM TO THE CURRENT REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT (ADA).
16. ALL SIGNS AND PAVEMENT MARKINGS THAT ARE REMOVED OR DAMAGED BY CONSTRUCTION ACTIVITIES RELATED TO THIS PROJECT ARE TO BE REPLACED TO THEIR PRECONSTRUCTION CONDITIONS.
17. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO FDOT STANDARD INDEX No. 711-001.
18. IN THE EVENT PERMANENT VEHICLE DETECTION IS DISRUPTED, PROVIDE AN ALTERNATIVE MEANS OF DETECTION TO ALL LANES APPROACHING THE INTERSECTION, SEPARATING EACH MOVEMENT WHICH PREVIOUSLY HAD DETECTION. THE TYPE OF DETECTOR SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. EQUIPMENT SHALL ONLY DETECT THE INTENDED MOVEMENT.
19. THERE SHALL BE NO SR 40 (W GRANADA BOULEVARD) CLOSURES DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
20. THERE SHALL BE NO WORK WITHIN THE VICINITY OF THE SIGNALIZED INTERSECTION DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
21. CONTRACTOR TO PROVIDE TEMPORARY VIDEO DETECTION FOR SIGNAL WHILE LOOPS ARE DISTURBED DURING MILLING AND RESURFACING.





REVISIONS

DATE	DESCRIPTION
4 7 22	TITLE BLOCK
10 25 22	OWNER

1230 North 1(E), Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001084
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

S R 40 OVERALL TURN LANE IMPROVEMENTS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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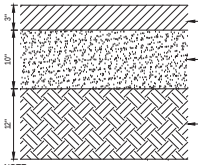
HARRY H. NEWKIRK, LICENSED PROFESSIONAL ENGINEER NO. 62971 STATE OF FLORIDA

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

21



NOTE:
ALL ASPHALT MIX DESIGNS MUST BE PREAPPROVED BY FDOT BEFORE PLACEMENT.

FDOT ASPHALT SECTION

NOT TO SCALE

PAVING LEGEND (STATE ROAD 40)

S.R. 40 ASPHALT PAVEMENT (TURN LANE) (SN = 3.72) — 3" SP-12.5 TL-C ASPHALT (FDOT SPECS); 10" LIMEROCK BASE, LBR 100; 12" STABILIZED SUB-GRADE (LBR 40)

S.R. 40 STABILIZED SHOULDER — 12" STABILIZED SUB-GRADE (LBR-40)

CONCRETE SIDEWALK — CONCRETE SIDEWALK PER FDOT INDEX No. 522-001 (SEE DETAILS, SHEET 62 AND 63)

GRAPHIC SCALE
20 10 0 20 40
1"=20'

STRIPING KEYNOTES: (PER FDOT INDEX No. 711-001, ONLY THERMOPLASTIC IN R/W)

1. 6" SOLID WHITE LINE
2. 24" WHITE STOP BAR
3. WHITE DIRECTIONAL ARROW
4. STANDARD CROSSWALK
5. 6" WHITE SKIP LINE (2' - 4')
6. 18" WHITE LINE @ 45° SPACED 20' ON CENTER
7. 24" DETECTABLE WARNING MAT (PER FDOT INDEX No. 522-002)
8. 6" SOLID DOUBLE YELLOW LINE
9. WHITE DIRECTIONAL ARROW, WHITE HELMETED BICYCLIST SYMBOL PER FDOT INDEX No. 711-002

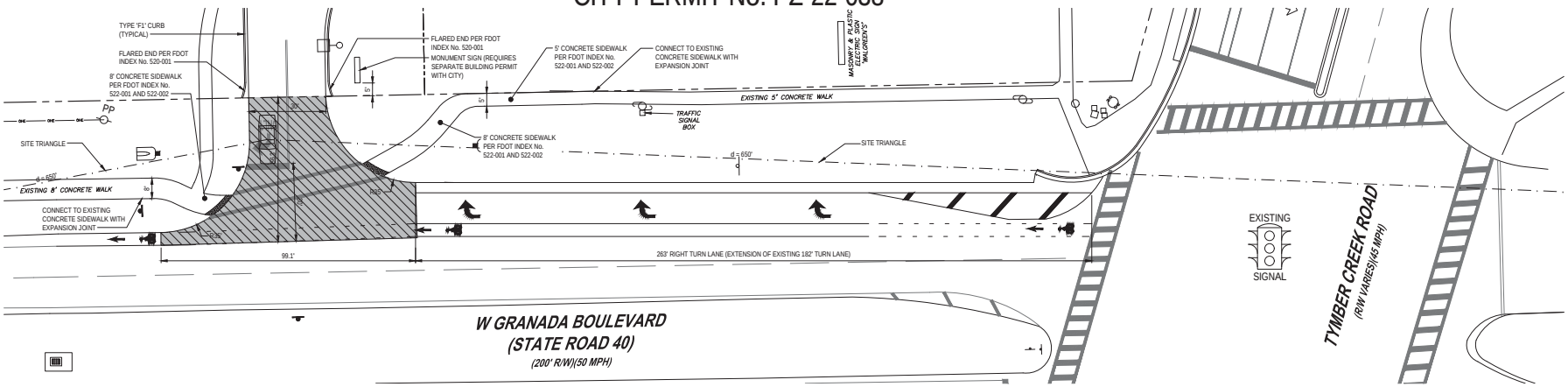
SEE SHEET No. 64 FOR FDOT INDEX No. 711-001

NOTE:
1. RPM'S SHALL BE PROVIDED FOR ALL CONSTRUCTION WITH PUBLIC RIGHTS-OF-WAY OF ALL THOROUGHFARES AND SHALL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD INDEX No. 706-001.
2. ALL STRIPING WITHIN PUBLIC RIGHT OF WAY SHALL BE THERMOPLASTIC AND INSTALLED IN ACCORDANCE TO FDOT INDEX No. 711-001.

FDOT GENERAL NOTES:

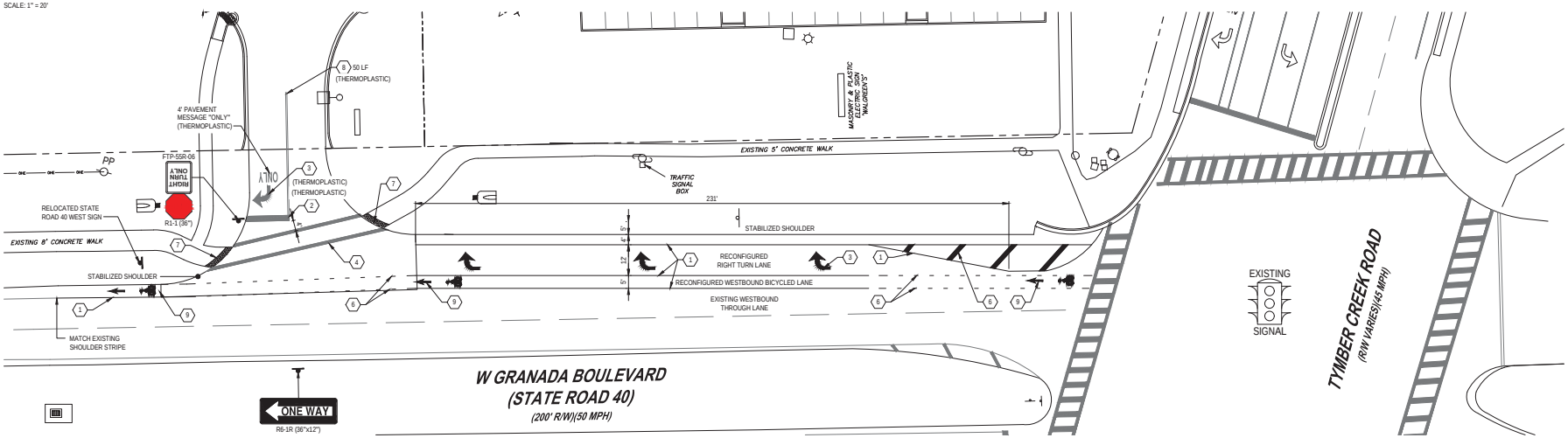
1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON (ON SITE).
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK WITH IN THE FDOT R/W.
3. ALL WORK PERFORMED WITH IN THE FDOT R/W SHALL BE IN ACCORDANCE WITH THE 2019 EDITION OF THE FDOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2017 EDITION OF THE FDOT UTILITY ACCOMMODATION MANUAL AND FDOT STANDARD PLANS FY 2021-22.
4. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY THE CONSTRUCTION OF THIS PROJECT.
5. ANY TEST RESULTS TAKEN DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE DEPARTMENT UPON REQUEST.
6. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT TO NEAREST JOINT IN GOOD CONDITION, SO A CONNECTION THAT IS FREE OF CRACKS, DEFORMITIES OR VOIDS & IRREGULARITIES ARE NOT DEFECTIVE.
7. ALL STRIPING WITHIN THE FDOT RIGHT-OF-WAY SHALL BE PREFORMED THERMOPLASTIC.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED INSIDE FDOT R/W SHALL BE ON THE QUALIFIED PRODUCTS LIST OR APPROVED PRODUCTS LIST.
10. ALL CONSTRUCTION SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
11. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC AND BARRICADE PLAN TO THE ENGINEER FOR APPROVAL WITH THE BID. INCLUDE THE MOT PLAN AT THE PRECONSTRUCTION MEETING.
12. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND THE FDOT INSPECTOR NOTIFIED FOR APPROVAL.
13. ALL BARRICADES AND POSTED SIGNAGE SHALL REMAIN IN PLACE UNTIL PAVING WORK IS COMPLETE. ALL BARRICADES SHALL BE VERIFIED IN PLACE BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
14. SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA.
15. THE CONTRACTOR SHALL ENSURE THAT ALL SIDEWALKS AND CROSSWALKS CONFORM TO THE CURRENT REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT (ADA).
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FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038



S.R. 40 LAYOUT AND PAVEMENT PLAN

SCALE: 1" = 20'



S.R. 40 GEOMETRY, STRIPING AND SIGNAGE PLAN

SCALE: 1" = 20'

REVISIONS

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S R 40 RIGHT TURN LANE
RIGHT-OF-WAY IMPROVEMENTS
TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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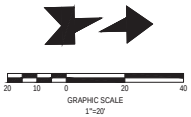
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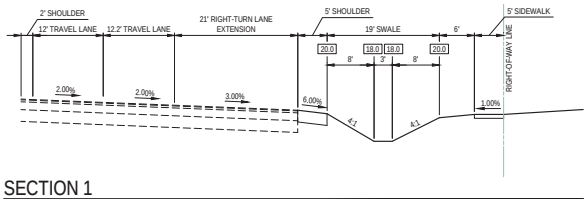
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

22





SECTION 1

NOT TO SCALE

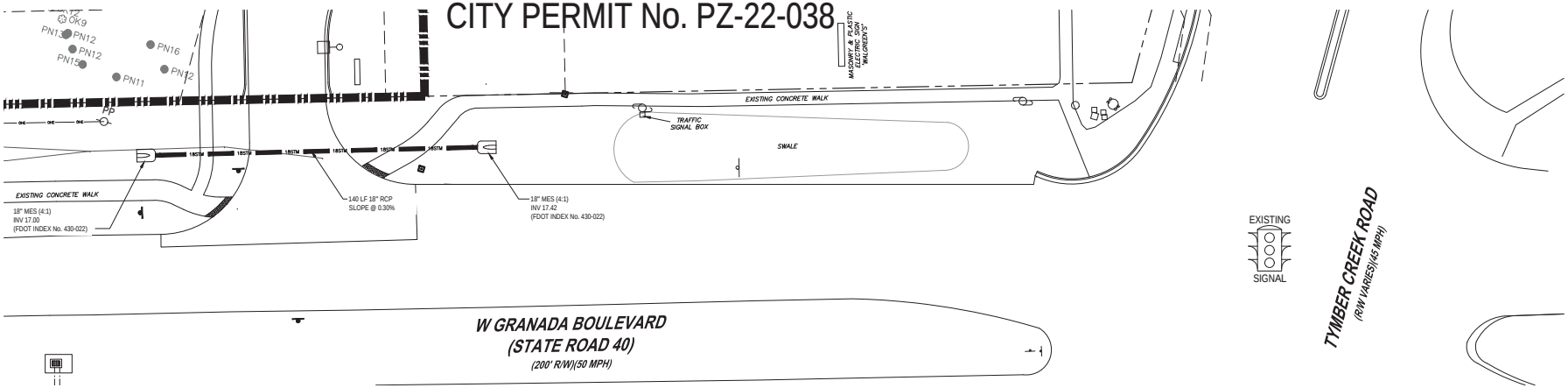
WARNING !!

CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

FDOT GENERAL NOTES:

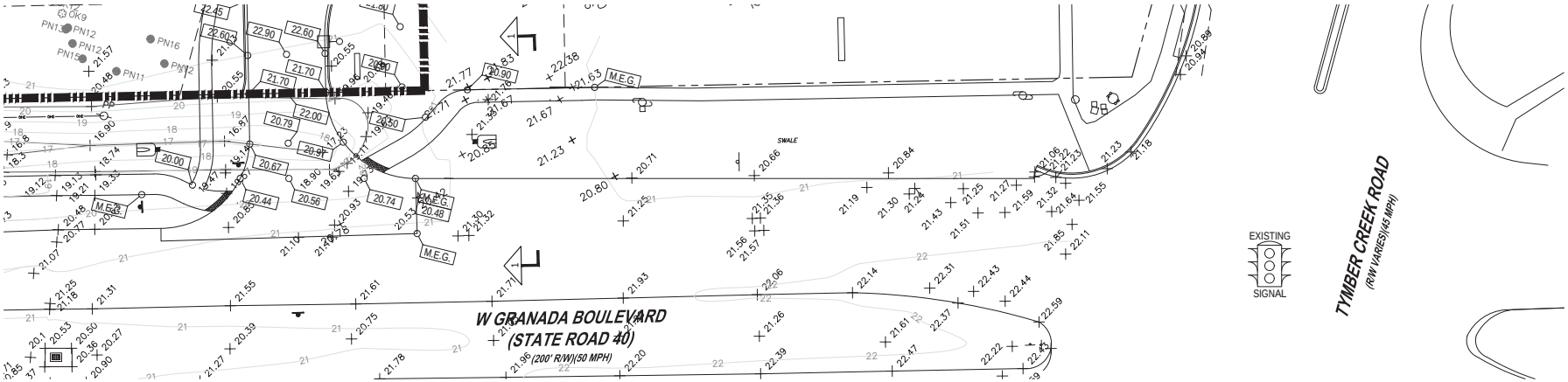
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16. ALL SIGNS AND PAVEMENT MARKINGS THAT ARE REMOVED OR DAMAGED BY CONSTRUCTION ACTIVITIES RELATED TO THIS PROJECT ARE TO BE REPLACED TO THEIR PRECONSTRUCTION CONDITIONS.
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18. IN THE EVENT PERMANENT VEHICLE DETECTION IS DISRUPTED, PROVIDE AN ALTERNATIVE MEANS OF DETECTION TO ALL LANES APPROACHING THE INTERSECTION, SEPARATING EACH MOVEMENT WHICH PREVIOUSLY HAD DETECTION. THE TYPE OF DETECTOR SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. EQUIPMENT SHALL ONLY DETECT THE INTENDED MOVEMENT.
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FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038



TURN LANE DRAINAGE PLAN

SCALE: 1" = 20'



TURN LANE GRADING PLAN

SCALE: 1" = 20'

REVISIONS	
DATE	DESCRIPTION
4 7 22	TITLE BLOCK
10 25 22	OWNER

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
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LC # 26001084

Civil Engineering,
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NEWKIRK ENGINEERING INC.

S R 40 RIGHT TURN LANE
R-O-W DRAINAGE GRADING
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

23

VOLUSIA COUNTY NOTES:

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
3. COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-5535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
4. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FOOT DESIGN STANDARD INDEX NO. 600.
8. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

STRIPING KEYNOTES: (PER FDOT INDEX No. 711-001, ONLY THERMOPLASTIC IN R/W)

1. 6" SOLID WHITE LINE
2. 24" WHITE STOP BAR
3. WHITE DIRECTIONAL ARROW
4. STANDARD CROSSWALK
5. 6" WHITE SKIP LINE (3' - 9')
6. 18" WHITE LINE @ 45° SPACED 10' ON CENTER
7. 24" DETECTABLE WARNING MAT (PER FDOT INDEX No. 522-002)

SEE SHEET No. 63 FOR FDOT INDEX No. 711-001

NOTE:
1. RPM'S SHALL BE PROVIDED FOR ALL CONSTRUCTION WITH PUBLIC RIGHTS-OF-WAY OF ALL THOROUGHFARES AND SHALL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD INDEX No. 706-001.
2. ALL STRIPING WITHIN PUBLIC RIGHT OF WAY SHALL BE THERMOPLASTIC AND INSTALLED IN ACCORDANCE TO FDOT INDEX No. 711-001.

PAVING LEGEND

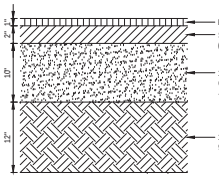
VOLUSIA COUNTY R-O-W ASPHALT PAVEMENT SN = 4.08

1" FDOT FRICTION COURSE TYPE FC-9.5 (TRAFFIC LEVEL C) ASPHALT @ MAX. 20% RECYCLED MATERIALS
2" FDOT SUPERPAVE STRUCTURE COURSE TYPE SP-12.5 (TRAFFIC LEVEL C) ASPHALT @ MAX. 30% RECYCLED MATERIALS
10" LIMEROCK OR OTHER APPROVED BASE GROUP 9 COMPACTED TO A 98% MAXIMUM DRY DENSITY PER AASHTO T-180 AND CONSTRUCTED IN TWO LIFTS
12" STABILIZED SUB-GRADE LBR 40 AND COMPACTED TO A 98% MAXIMUM DRY DENSITY PER AASHTO T-180

CONCRETE SIDEWALK

CONCRETE SIDEWALK PER FDOT INDEX No. 522-001

NOTE:
SHELL-ROCK BASE AND SOIL-CEMENT BASE IS ONLY ALLOWED WITH APPROVAL OF THE COUNTY ENGINEER. ALL MATERIALS, PRODUCTION, TRANSPORTATION, PLACEMENT AND CONSTRUCTION METHODS SHALL BE CONSISTENT WITH FDOT DESIGN STANDARD AND FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN EFFECT AT THE START OF CONSTRUCTION ACTIVITY. ALL TESTING, INSPECTIONS AND VERIFICATIONS SHALL BE PERFORMED CONSISTENT WITH FDOT QUALITY CONTROL CRITERIA IN EFFECT AT THE START OF CONSTRUCTION ACTIVITY.

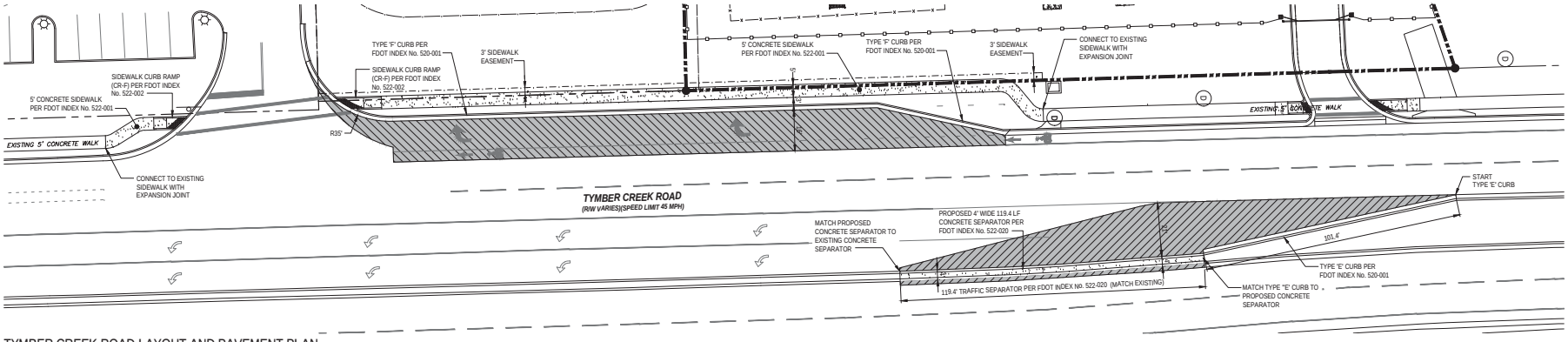


NOTE:
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VOLUSIA COUNTY ASPHALT SECTION

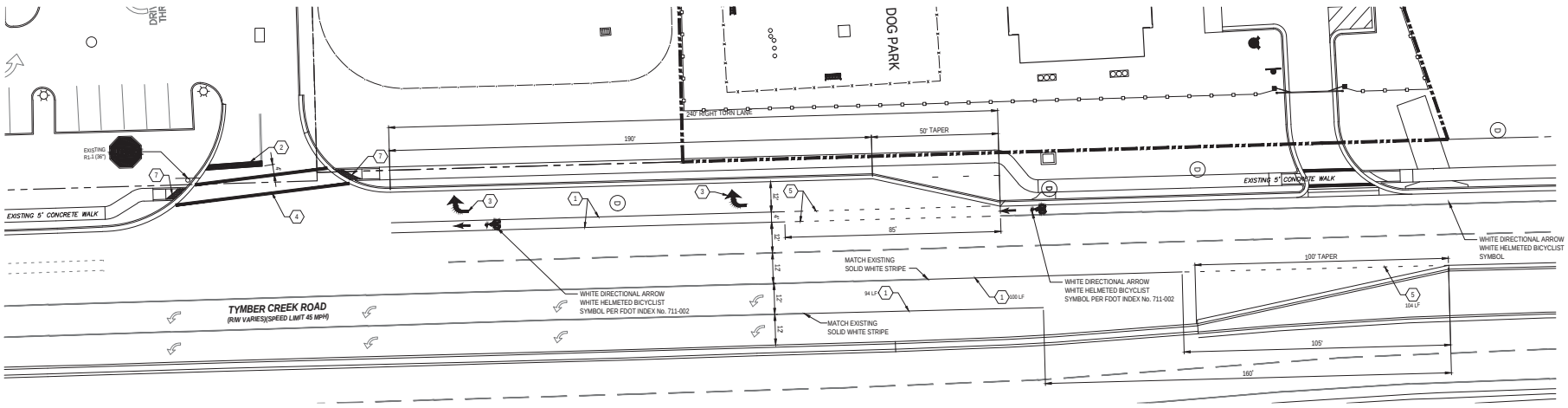
NOT TO SCALE

GRAPHIC SCALE
1"=20'
20 10 0 20 40



TYMBER CREEK ROAD LAYOUT AND PAVEMENT PLAN

SCALE: 1" = 20'



TYMBER CREEK ROAD GEOMETRY, STRIPING AND SIGNAGE PLAN

SCALE: 1" = 20'

REVISIONS

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TYMBER CREEK ROAD
RIGHT-OF-WAY IMPROVEMENTS
TYMBER CREEK APARTMENTS
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SCALE:	1" = 20'

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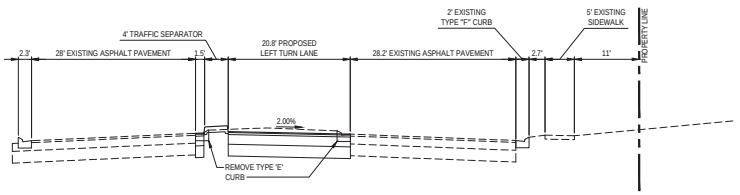
GRAPHIC SCALE
20 10 0 20 40
1"=20'

VOLUSIA COUNTY NOTES:

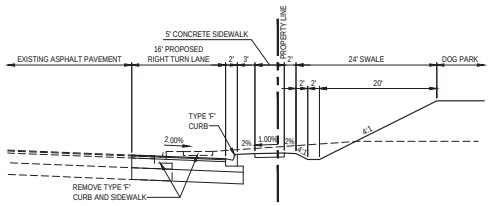
1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
3. COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
4. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING. CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FOOT DESIGN STANDARD INDEX NO. 600.
8. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

WARNING !!

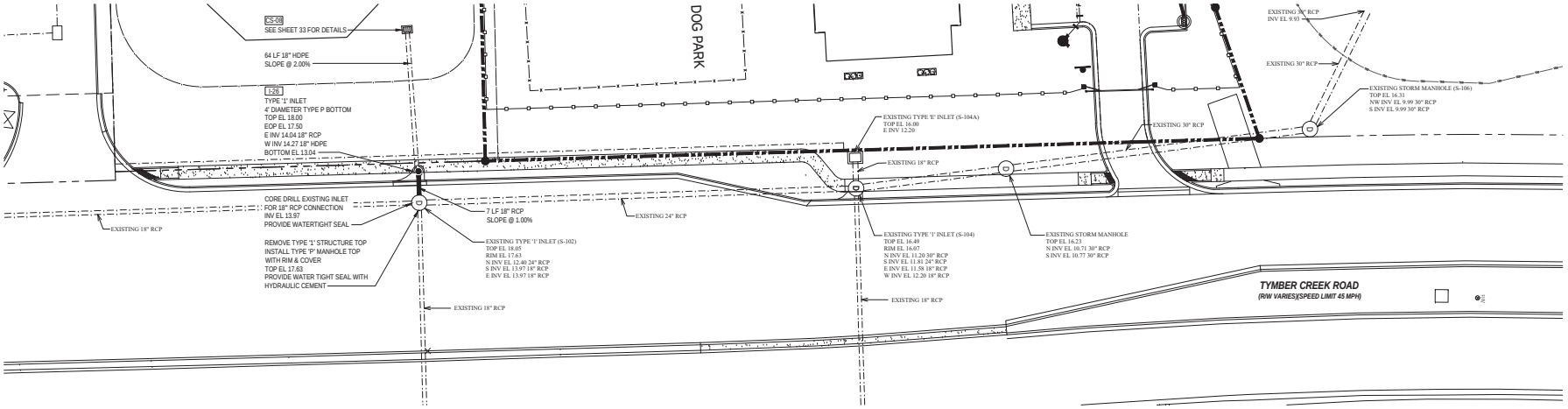
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.



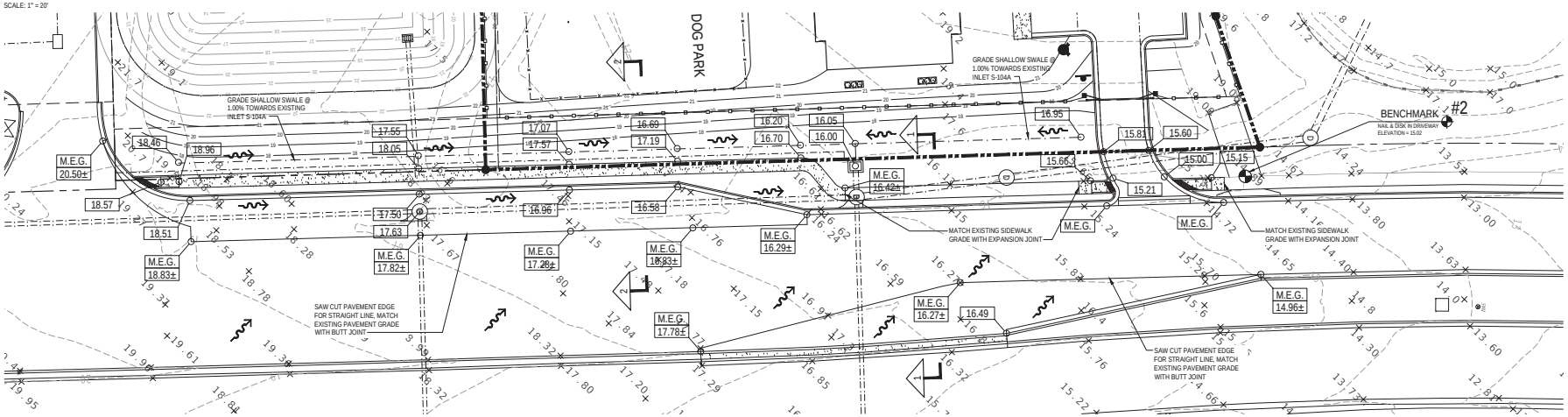
SECTION 1
NOT TO SCALE



SECTION 2
NOT TO SCALE



TYMBER CREEK ROAD DRAINAGE PLAN
SCALE: 1" = 20'



TYMBER CREEK ROAD GRADING PLAN
SCALE: 1" = 20'

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK

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NEWKIRK ENGINEERING INC.

TYMBER CREEK ROAD R-O-W
DRAINAGE & GRADING
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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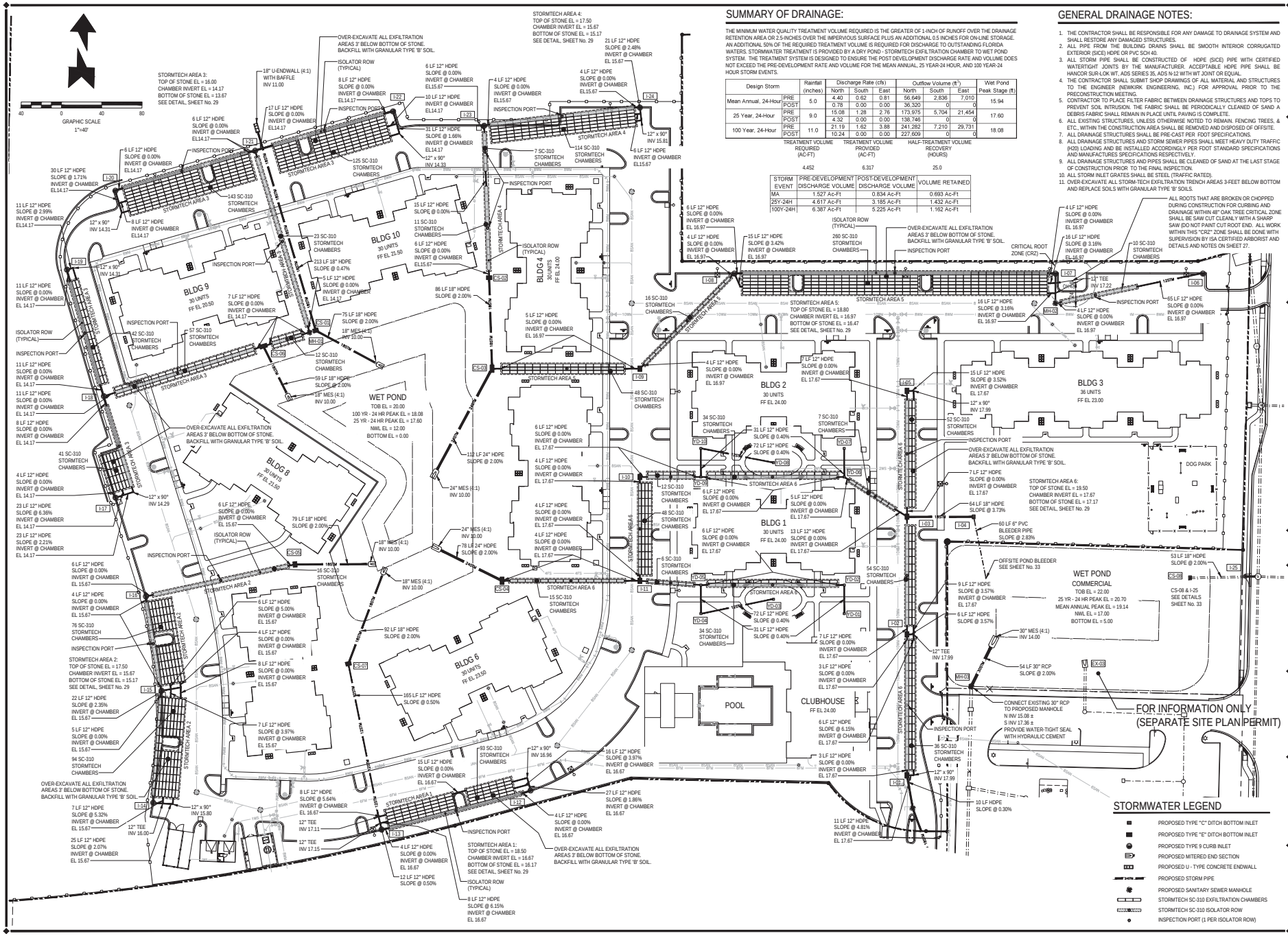
HARRY H. NEWKIRK
LICENSE
NO. 62971
STATE OF FLORIDA
PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

25



SUMMARY OF DRAINAGE:

THE MINIMUM WATER QUALITY TREATMENT VOLUME REQUIRED IS THE GREATER OF 1-INCH OF RUNOFF OVER THE DRAINAGE RETENTION AREA OR 2.5-INCHES OVER THE IMPERVIOUS SURFACE PLUS AN ADDITIONAL 0.5 INCHES FOR ON-LINE STORAGE. AN ADDITIONAL 50% OF THE REQUIRED TREATMENT VOLUME IS REQUIRED FOR DISCHARGE TO OUTSTANDING FLORIDA WATERS. STORMWATER TREATMENT IS PROVIDED BY A DRY POND - STORMTECH EXFILTRATION CHAMBER TO WET POND SYSTEM. THE TREATMENT SYSTEM IS DESIGNED TO ENSURE THE POST DEVELOPMENT DISCHARGE RATE AND VOLUME DOES NOT EXCEED THE PRE-DEVELOPMENT RATE AND VOLUME FOR THE MEAN ANNUAL, 25 YEAR-24 HOUR, AND 100 YEAR-24 HOUR STORM EVENTS.

Design Storm	Rainfall (inches)	Discharge Rate (cfs)			Outflow Volume (ft³)			Wet Pond Peak Stage (ft)
		North	South	East	North	South	East	
Mean Annual, 24-Hour PRE	5.0	4.40	0.62	0.81	56,649	2,836	7,010	15.94
Mean Annual, 24-Hour POST		0.78	0.00	0.00	36,320	0	0	
25 Year, 24-Hour PRE	9.0	15.08	1.28	2.76	173,975	5,704	21,454	17.60
25 Year, 24-Hour POST		4.32	0.00	0.00	138,746	0	0	
100 Year, 24-Hour PRE	11.0	21.19	1.62	3.88	241,282	7,210	29,731	18.08
100 Year, 24-Hour POST		10.24	0.00	0.00	227,609	0	0	

TREATMENT VOLUME REQUIRED (AC-FT)	TREATMENT VOLUME PROVIDED (AC-FT)	HALF-TREATMENT VOLUME RECOVERY (HOURS)
4.452	6.317	25.0

STORM EVENT	PRE-DEVELOPMENT DISCHARGE VOLUME	POST-DEVELOPMENT DISCHARGE VOLUME	VOLUME RETAINED
MA	1.527 Ac-Ft	0.834 Ac-Ft	0.693 Ac-Ft
25Y-24H	4.617 Ac-Ft	3.185 Ac-Ft	1.432 Ac-Ft
100Y-24H	6.387 Ac-Ft	5.225 Ac-Ft	1.162 Ac-Ft

GENERAL DRAINAGE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES.
2. ALL PIPE FROM THE BUILDING DRAINS SHALL BE SMOOTH INTERIOR CORRUGATED EXTERIOR (SICE) HDPE OR PVC SCH 40.
3. ALL STORM PIPE SHALL BE CONSTRUCTED OF HDPE (SICE) PIPE WITH CERTIFIED WATERTIGHT JOINTS BY THE MANUFACTURER. ACCEPTABLE HDPE PIPE SHALL BE HANCOR SUR-LOK WT, ADS SERIES 35, ADS N-12 WITH WT JOINT OR EQUAL.
4. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL MATERIAL AND STRUCTURES TO THE ENGINEER (NEWKIRK ENGINEERING, INC.) FOR APPROVAL PRIOR TO THE PRECONSTRUCTION MEETING.
5. CONTRACTOR TO PLACE FILTER FABRIC BETWEEN DRAINAGE STRUCTURES AND TOPS TO PREVENT SOIL INTRUSION. THE FABRIC SHALL BE PERIODICALLY CLEANED OF SAND A DEBRIS.FABRIC SHALL REMAIN IN PLACE UNTIL PAVING IS COMPLETE.
6. ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN. FENCING TREES, & ETC., WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFFSITE.
7. ALL DRAINAGE STRUCTURES SHALL BE PRE-CAST PER FDOT SPECIFICATIONS.
8. ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY PER FDOT STANDARD SPECIFICATIONS AND MANUFACTURES SPECIFICATIONS RESPECTIVELY.
9. ALL DRAINAGE STRUCTURES AND PIPES SHALL BE CLEANED OF SAND AT THE LAST STAGE OF CONSTRUCTION PRIOR TO THE FINAL INSPECTION.
10. ALL STORM INLET GRATES SHALL BE STEEL (TRAFFIC RATED).
11. OVER-EXCAVATE ALL STORM-TECH EXFILTRATION TRENCH AREAS 3-FEET BELOW BOTTOM AND REPLACE SOILS WITH GRANULAR TYPE 'B' SOILS.

STORMWATER LEGEND

- PROPOSED TYPE "C" DITCH BOTTOM INLET
- PROPOSED TYPE "E" DITCH BOTTOM INLET
- PROPOSED TYPE 9 CURB INLET
- PROPOSED MITERED END SECTION
- PROPOSED U - TYPE CONCRETE ENDWALL
- PROPOSED STORM PIPE
- PROPOSED SANITARY SEWER MANHOLE
- STORMTECH SC-310 EXFILTRATION CHAMBERS
- STORMTECH SC-310 ISOLATOR ROW
- INSPECTION PORT (1 PER ISOLATOR ROW)

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5 2 22	CITY COMMENTS
10 25 22	OWNER

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Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC

DRAINAGE PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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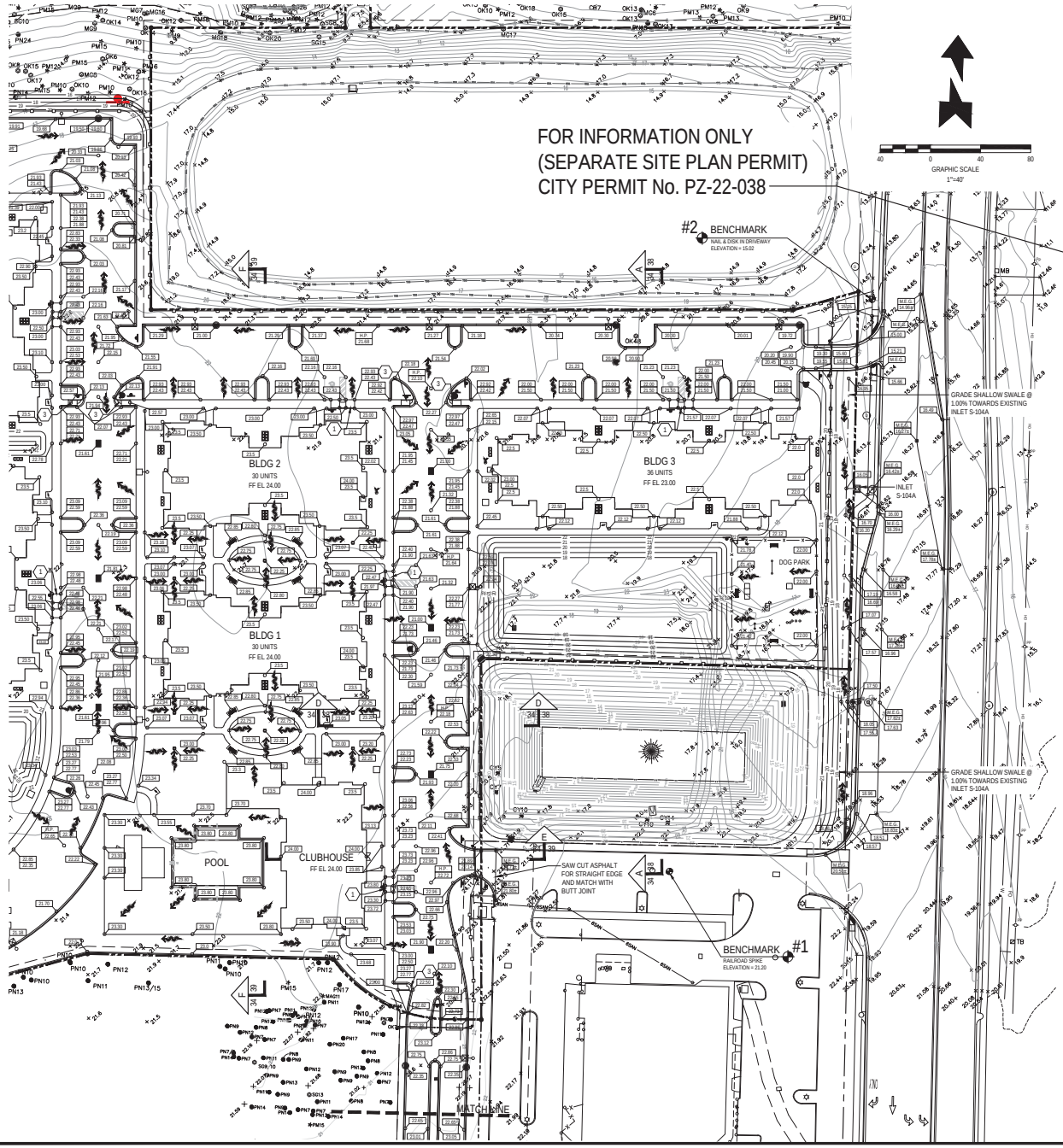
HARRY NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

26



GENERAL EARTHWORK NOTES:

1. REMOVE ALL ORGANIC OR UNSUITABLE MATERIALS. IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
2. ALL FILLING IS TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS AND 95% FOR UNPAVED AREAS PER AASHTO T-180 MODIFIED PROCTOR TEST.
3. TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
4. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.
5. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
6. ALL NON-PAVED AREAS MUST BE PLANTED, GRASSED, OR MULCHED.

GENERAL GRADING NOTES:

1. CROSS SLOPES OF ACCESSIBLE PARKING SPACES AND ACCESS AISLE SHALL NOT EXCEED 1:48 IN ACCORDANCE WITH SECTION 502.4 OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
2. THE MAXIMUM ELEVATION CHANGE AT THE ENTRANCE DOOR MAY NOT EXCEED 1/2 INCH.
3. ALL SIDEWALK LANDINGS SHALL HAVE SLOPES NO GREATER THAN 1/4 INCH / 1 FOOT IN MANEUVERING SPACES AT ALL DOORWAYS.
4. ALL SIDEWALKS SHALL HAVE A 1.0% CROSS SLOPE (2.0% MAXIMUM).
5. ALL CURB RAMPS SHALL COMPLY WITH SECTION 406 OF FACBC.
6. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEY OR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR.

BENCHMARK INFORMATION:

#1 RAILROAD SPIKE
ELEVATION = 21.20

#2 NAIL & DISK IN DRIVEWAY
ELEVATION = 15.02

VERTICAL DATA
ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988. FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988.

GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- DRAINAGE FLOW ARROW
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- MATCH EXISTING GRADE

KEYNOTES:

1. SIDEWALK CURB RAMP C (SEE DETAIL, SHEET No. 63)
2. SIDEWALK CURB RAMP E (SEE DETAIL, SHEET No. 63)
3. SIDEWALK CURB RAMP G (SEE DETAIL, SHEET No. 63)

KEY MAP
NOT TO SCALE

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

One Nation... One Number... 811 Know what's below. Call before you dig.

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Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC

GRADING PLAN SHT 1 OF 2
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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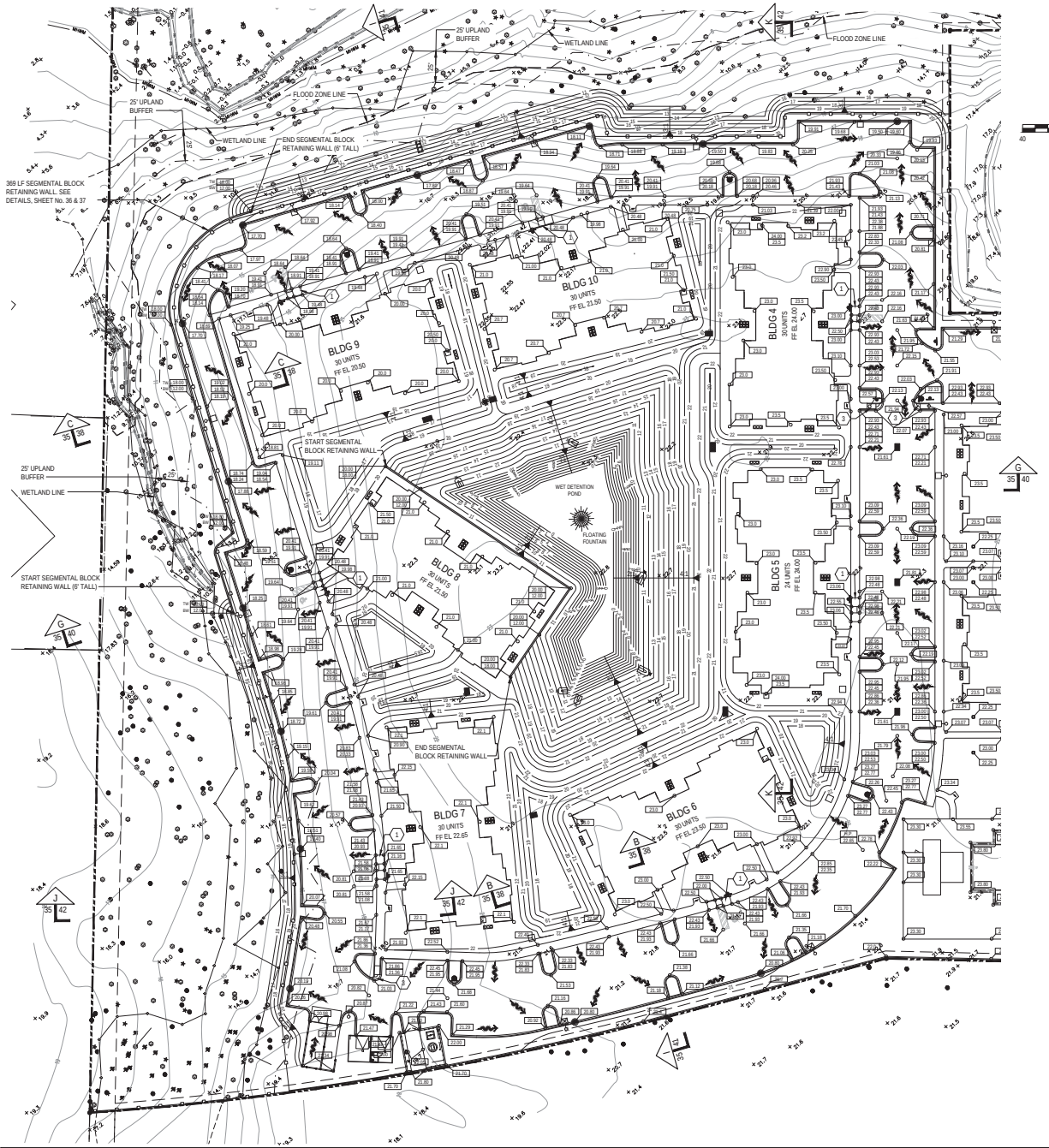
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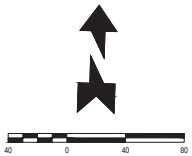
HARRY H. NEWKIRK, P.E. # 62971

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CHECKED BY:	HHN
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DRAWING NUMBER

34





GENERAL EARTHWORK NOTES:

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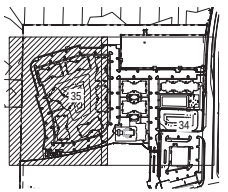
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GRADING LEGEND:

- EXISTING CONTOUR
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- DRAINAGE FLOW ARROW
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KEYNOTES:

1. SIDEWALK CURB RAMP C (SEE DETAIL, SHEET No. 63)
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KEY MAP
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GRADING PLAN SHT 2 OF 2
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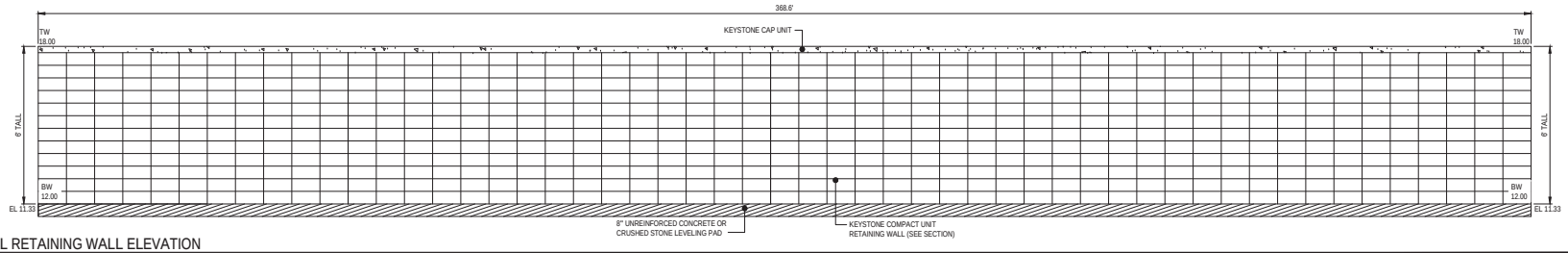
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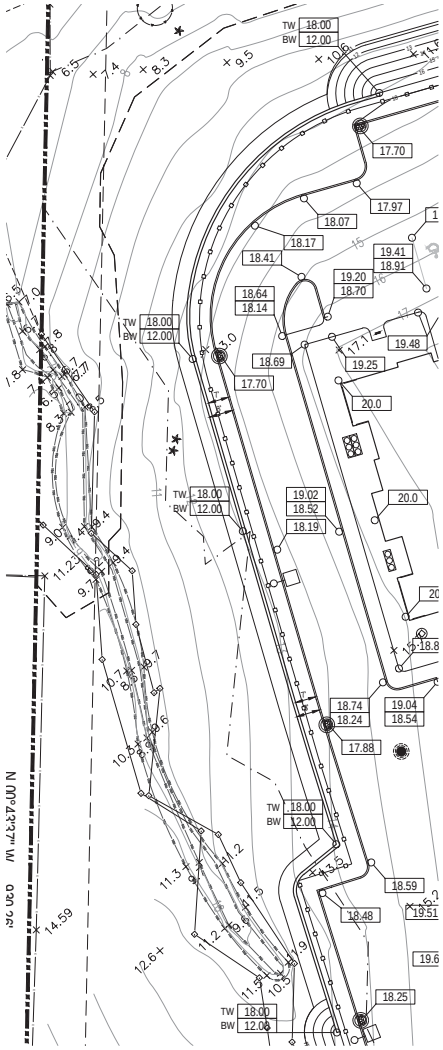
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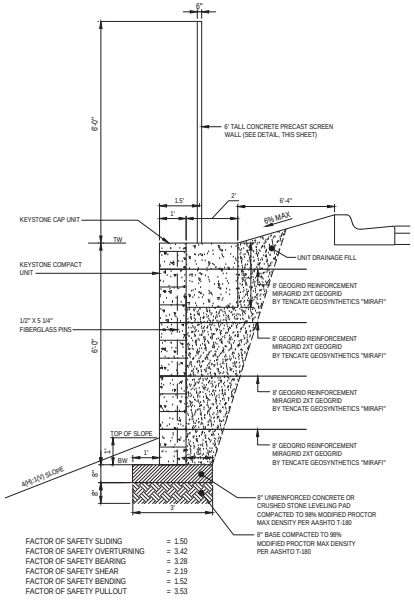
35



TYPICAL RETAINING WALL ELEVATION

NOT TO SCALE





FACTOR OF SAFETY SLIDING = 1.50
FACTOR OF SAFETY OVERTURNING = 3.42
FACTOR OF SAFETY BEARING = 3.28
FACTOR OF SAFETY SHEAR = 2.19
FACTOR OF SAFETY BENDING = 1.52
FACTOR OF SAFETY PULLOUT = 3.53

RETAINING WALL TYPICAL CROSS SECTION

NOT TO SCALE

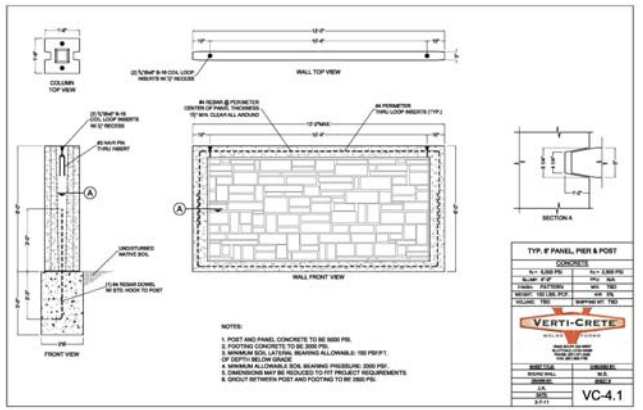
GENERAL NOTES:

1. CITY OF ORMOND BEACH BUILDING PERMITS REQUIRED FOR SEGMENTAL RETAINING WALL. GENERAL CONTRACTOR TO SUBMIT THIS STRUCTURAL PLAN PREPARED BY NEWKIRK ENGINEERING, INC. TO THE BUILDING DEPARTMENT FOR BUILDING PERMIT.
2. THESE PLANS ARE DESIGNED TO CONFORM TO THE STRUCTURAL REQUIREMENTS OF THE 2017 FLORIDA BUILDING CODE (6TH EDITION) FOR A ULTIMATE WIND SPEED OF 140 MPH.
3. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL BY ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION.



TYPICAL SCREEN WALL PHOTO

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SCREEN WALL DETAIL

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RETAINING WALL DETAILS
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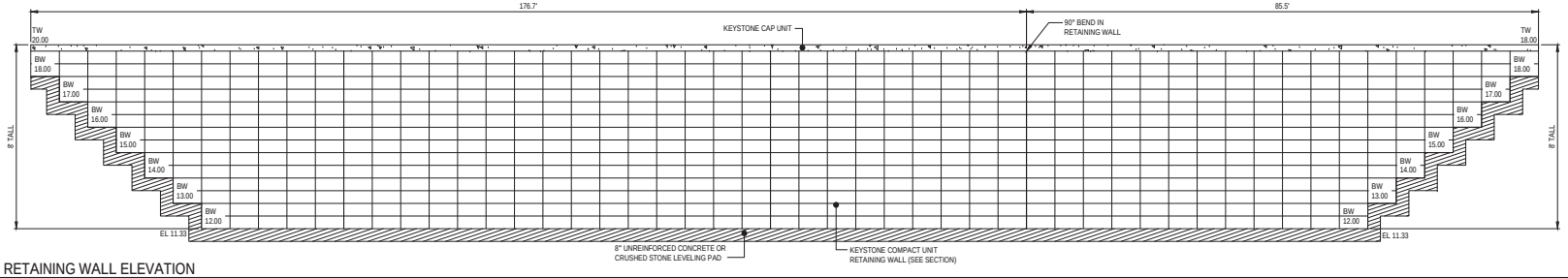
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

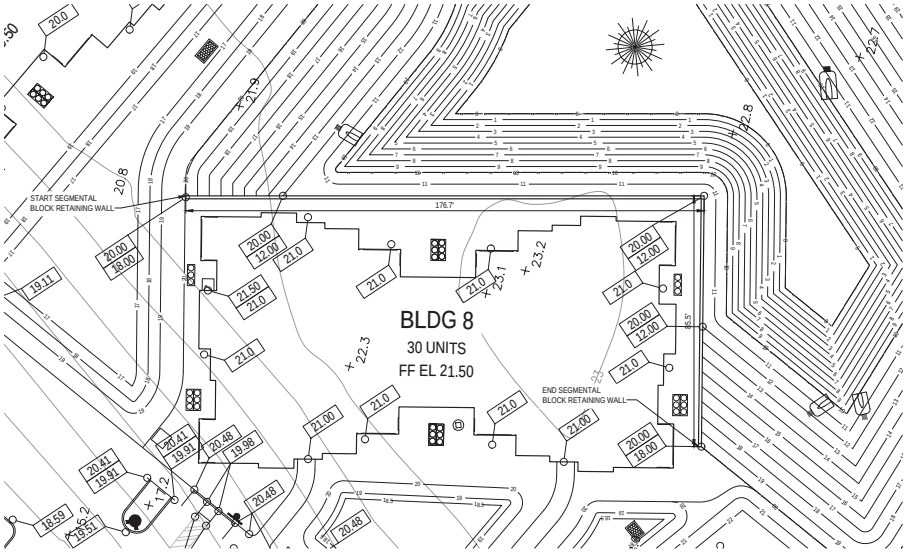
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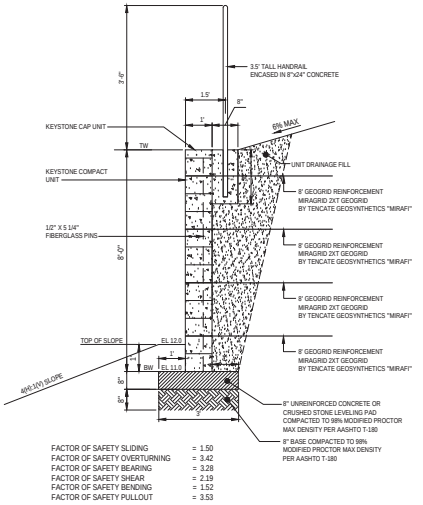
36



TYPICAL RETAINING WALL ELEVATION

NOT TO SCALE





FACTOR OF SAFETY SLIDING	= 1.50
FACTOR OF SAFETY OVERTURNING	= 3.42
FACTOR OF SAFETY BEARING	= 3.28
FACTOR OF SAFETY SHEAR	= 2.19
FACTOR OF SAFETY BENDING	= 1.52
FACTOR OF SAFETY PULLOUT	= 3.53

RETAINING WALL TYPICAL CROSS SECTION

NOT TO SCALE

GENERAL NOTES:

1. CITY OF ORMOND BEACH BUILDING PERMITS REQUIRED FOR SEGMENTAL RETAINING WALL. GENERAL CONTRACTOR TO SUBMIT THIS STRUCTURAL PLAN PREPARED BY NEWKIRK ENGINEERING, INC. TO THE BUILDING DEPARTMENT FOR BUILDING PERMIT.
2. THESE PLANS ARE DESIGNED TO CONFORM TO THE STRUCTURAL REQUIREMENTS OF THE 2017 FLORIDA BUILDING CODE (6TH EDITION) FOR A ULTIMATE WIND SPEED OF 140 MPH.
3. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL BY ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION.

REVISIONS

DATE	DESCRIPTION
4 7 22	TITLE BLOCK
10 25 22	OWNER

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Ormond Beach, Florida 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
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2013
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

RETAINING WALL DETAILS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

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36.1

SEGMENTAL RETAINING WALL SPECIFICATIONS:

PART 1: GENERAL

1.01 DESCRIPTION

A. WORK SHALL CONSIST OF FURNISHING AND CONSTRUCTION OF A KEYSTONE COMPAC UNIT RETAINING WALL SYSTEM OR EQUAL IN ACCORDANCE WITH THESE SPECIFICATIONS AND IN REASONABLY CLOSE CONFORMITY WITH THE LINES, GRADES, DESIGN, AND DIMENSIONS SHOWN ON THE PLANS.

B. WORK INCLUDES PREPARING FOUNDATION SOIL, FURNISHING AND INSTALLING LEVELING PAD, UNIT DRAINAGE FILL AND BACKFILL TO THE LINES AND GRADES SHOWN ON THE CONSTRUCTION DRAWINGS.

C. WORK INCLUDES FURNISHING AND INSTALLING GEOGRID SOIL REINFORCEMENT OF THE TYPE, SIZE, LOCATION, AND LENGTHS DESIGNATED ON THE CONSTRUCTION DRAWINGS.

1.02 RELATED SECTIONS

A. SECTION 02300 (31 00 00) - EARTHWORK

1.03 REFERENCE DOCUMENTS

A. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

1. ASTM C140 SAMPLING AND TESTING CONCRETE MASONRY UNITS
1. ASTM C1372 SPECIFICATION FOR DRY-CAST SEGMENTAL RETAINING WALL UNITS
2. ASTM D422 PARTICLE-SIZE ANALYSIS OF SOILS
3. ASTM D698 LABORATORY COMPACTION CHARACTERISTICS OF SOIL -STANDARD EFFORT
4. ASTM D1557 LABORATORY COMPACTION CHARACTERISTICS OF SOIL -MODIFIED EFFORT
5. ASTM D3034 POLYVINYL CHLORIDE PIPE (PVC)
6. ASTM D4318 LIQUID LIMIT, PLASTIC LIMIT AND PLASTICITY INDEX OF SOILS
7. ASTM D4475 HORIZONTAL SHEAR STRENGTH OF PULTRUDED REINFORCED PLASTIC RODS
8. ASTM D4476 FLEXURAL PROPERTIES OF FIBER REINFORCED PULTRUDED PLASTIC RODS
9. ASTM D4595 TENSILE PROPERTIES OF GEOTEXTILES - WIDE WIDTH STRIP
10. ASTM D5262 UNCONFINED TENSION CREEP BEHAVIOR OF GEOSYNTHETICS
11. ASTM D5818 EVALUATE INSTALLATION DAMAGE OF GEOSYNTHETICS
12. ASTM D6637 TENSILE PROPERTIES OF GEOGRIDS - SINGLE OR MULTI-RIB
13. ASTM D6638 CONNECTION STRENGTH - REINFORCEMENT/SEGMENTAL UNITS
14. ASTM D6706 GEOSYNTHETIC PULLOUT RESISTANCE IN SOIL
15. ASTM D6916 SHEAR STRENGTH BETWEEN SEGMENTAL CONCRETE UNITS

B. AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

1. AASHTO M 252 CORRUGATED POLYETHYLENE DRAINAGE PIPE

C. GEOSYNTHETIC RESEARCH INSTITUTE (GRI)

1. GRI-GG4 DETERMINATION OF LONG TERM DESIGN STRENGTH OF GEOGRIDS
2. GRI-GG5 DETERMINATION OF GEOGRID (SOIL) PULLOUT

D. NATIONAL CONCRETE MASONRY ASSOCIATION (NCMA)

1. NCMA SRWU-1 TEST METHOD FOR DETERMINING CONNECTION STRENGTH OF SRW
2. NCMA SRWU-2 TEST METHOD FOR DETERMINING SHEAR STRENGTH OF SRW

1.04 SUBMITTALS/CERTIFICATION

A. CONTRACTOR SHALL SUBMIT A MANUFACTURER'S CERTIFICATION, PRIOR TO START OF WORK, THAT THE RETAINING WALL SYSTEM COMPONENTS MEET THE REQUIREMENTS OF THIS SPECIFICATION AND THE STRUCTURE DESIGN.

B. CONTRACTOR SHALL SUBMIT CONSTRUCTION DRAWINGS AND DESIGN CALCULATIONS FOR THE RETAINING WALL SYSTEM PREPARED AND STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF THE PROJECT. THE ENGINEERING DESIGNS, TECHNIQUES, AND MATERIAL EVALUATIONS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S DESIGN MANUAL, NCMA DESIGN GUIDELINES FOR SEGMENTAL RETAINING WALLS, OR THE AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES (WHICHEVER IS APPLICABLE TO DESIGNER).

C. CONTRACTOR SHALL SUBMIT A TEST REPORT DOCUMENTING STRENGTH OF SPECIFIC MODULAR CONCRETE UNIT AND GEOGRID REINFORCEMENT CONNECTION. THE MAXIMUM DESIGN TENSILE LOAD OF THE GEOGRID SHALL BE EQUAL TO THE LABORATORY TESTED ULTIMATE STRENGTH OF GEOGRID / FACING UNIT CONNECTION AT A MAXIMUM NORMAL FORCE LIMITED BY THE "HINGE HEIGHT" OF THE STRUCTURE DIVIDED BY A SAFETY FACTOR OF 1.5. THE CONNECTION STRENGTH EVALUATION SHALL BE PERFORMED IN ACCORDANCE WITH ASTM D6638 (NCMA SRWU_1).

1.05 QUALITY ASSURANCE

A. CONTRACTOR SHALL SUBMIT CERTIFICATION, PRIOR TO START OF WORK, THAT THE RETAINING WALL SYSTEM (MODULAR CONCRETE UNITS AND SPECIFIC GEOGRID):

1) HAS BEEN SUCCESSFULLY UTILIZED ON A MINIMUM OF FIVE (5) SIMILAR PROJECTS, I.E., HEIGHT, SOIL FILL TYPES, ERECTION TOLERANCES, ETC.; AND

2) HAS BEEN SUCCESSFULLY INSTALLED ON A MINIMUM OF 1 MILLION (1,000,000) SQUARE FEET OF RETAINING WALLS.

B. CONTRACTOR SHALL SUBMIT A LIST OF FIVE (5) PREVIOUSLY CONSTRUCTED PROJECTS OF SIMILAR SIZE AND MAGNITUDE BY THE WALL INSTALLER WHERE THE SPECIFIC RETAINING WALL SYSTEM HAS BEEN CONSTRUCTED SUCCESSFULLY. CONTACT NAMES AND TELEPHONE NUMBERS SHALL BE LISTED FOR EACH PROJECT.

C. CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE DESIGN ENGINEER HAS A MINIMUM OF FIVE YEARS OF DOCUMENTAL EXPERIENCE IN THE DESIGN FOR REINFORCED SOIL STRUCTURES. THE DESIGN ENGINEER SHALL PROVIDE PROOF OF CURRENT PROFESSIONAL LIABILITY INSURANCE WITH AN AGGREGATE COVERAGE LIMIT OF NOT LESS THAN $2,000,000.

D. OWNER SHALL MAY PROVIDE SOIL TESTING AND QUALITY ASSURANCE INSPECTION DURING EARTHWORK AND WALL CONSTRUCTION OPERATIONS. CONTRACTOR SHALL PROVIDE ANY QUALITY CONTROL TESTING OR INSPECTION NOT PROVIDED BY THE OWNER. OWNER'S QUALITY ASSURANCE PROGRAM DOES NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR QUALITY CONTROL AND WALL PERFORMANCE.

1.06 DELIVERY, STORAGE AND HANDLING

A. CONTRACTOR SHALL CHECK ALL MATERIALS UPON DELIVERY TO ASSURE THAT THE PROPER TYPE, GRADE, COLOR, AND CERTIFICATION HAVE BEEN RECEIVED.

B. CONTRACTOR SHALL PROTECT ALL MATERIALS FROM DAMAGE DUE TO JOBSITE CONDITIONS AND IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. DAMAGED MATERIALS SHALL NOT BE INCORPORATED INTO THE WORK.

PART 2: PRODUCTS

2.01 DEFINITIONS

A. MODULAR UNIT _ A CONCRETE RETAINING WALL ELEMENT MACHINE MADE FROM PORTLAND CEMENT, WATER, AND AGGREGATES.

B. STRUCTURAL GEOGRID _ A STRUCTURAL ELEMENT FORMED BY A REGULAR NETWORK OF INTEGRALLY CONNECTED TENSILE ELEMENTS WITH APERTURES OF SUFFICIENT SIZE TO ALLOW INTERLOCKING WITH SURROUNDING SOIL, ROCK, OR EARTH AND FUNCTION PRIMARILY AS REINFORCEMENT.

C. UNIT DRAINAGE FILL _ DRAINAGE AGGREGATE, WHICH IS PLACED WITHIN AND IMMEDIATELY BEHIND THE MODULAR CONCRETE UNITS.

D. REINFORCED BACKFILL _ COMPACTED SOIL, WHICH IS PLACED WITHIN THE REINFORCED SOIL VOLUME AS OUTLINED ON THE PLANS.

2.02 MODULAR CONCRETE RETAINING WALL UNITS

A. MODULAR CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING ARCHITECTURAL REQUIREMENTS:

1. FACE COLOR - CONCRETE GRAY, UNLESS OTHERWISE SPECIFIED. THE OWNER MAY SPECIFY STANDARD MANUFACTURERS' COLOR.
2. FACE FINISH _ SCULPTURED ROCK FACE IN ANGULAR TRIPLANER CONFIGURATION. OTHER FACE FINISHES WILL NOT BE ALLOWED WITHOUT WRITTEN APPROVAL OF OWNER.
3. BOND CONFIGURATION _ RUNNING WITH BONDS NOMINALLY LOCATED AT MIDPOINT VERTICALLY ADJACENT UNITS, IN BOTH STRAIGHT AND CURVED ALIGNMENTS.
4. EXPOSED SURFACES OF UNITS SHALL BE FREE OF CHIPS, CRACKS OR OTHER IMPERFECTIONS WHEN VIEWED FROM A DISTANCE OF 10 FEET UNDER DIFFUSED LIGHTING.

B. MODULAR CONCRETE MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF ASTM C1372 - STANDARD SPECIFICATIONS FOR SEGMENTAL RETAINING WALL UNITS.

C. MODULAR CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING STRUCTURAL AND GEOMETRIC REQUIREMENTS MEASURED IN ACCORDANCE WITH ASTM C140 SAMPLING AND TESTING CONCRETE MASONRY UNITS:

1. COMPRESSIVE STRENGTH: 3000 PSI (21 MPA);
2. ABSORPTION: 8 % (6% IN NORTHERN STATES) FOR STANDARD WEIGHT AGGREGATES;
3. DIMENSIONAL TOLERANCES: ± 1/8" (3 MM) FROM NOMINAL UNIT DIMENSIONS NOT INCLUDING ROUGH SPLIT FACE, ±1/16" (1.5 MM) UNIT HEIGHT - TOP AND BOTTOM PLANES;
4. UNIT SIZE: 8" (203 MM) (H) X 18" (457 MM)(W) X 12" (304 MM)(D) MINIMUM;
5. UNIT WEIGHT: 75-LBS(UNIT (35 KG/UNIT) MINIMUM FOR STANDARD WEIGHT AGGREGATES.

D. MODULAR CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING PERFORMANCE TESTING:

1. INTER_UNIT SHEAR STRENGTH IN ACCORDANCE WITH ASTM D6916 (NCMA SRWU-2): 600-PLF (8 KNM) MINIMUM AT 2-PSI (13 KPA) NORMAL PRESSURE;
2. GEOGRID/UNIT PEAK CONNECTION STRENGTH IN ACCORDANCE WITH ASTM D6638 (NCMA SRWU-1): 550-PLF (7 KNM) MINIMUM AT 2-PSI (13 KPA) NORMAL FORCE.

E. MODULAR CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING CONSTRUCTABILITY REQUIREMENTS:

1. VERTICAL SETBACK = 1/8"± (3 MM) PER COURSE (NEAR VERTICAL) OR 1" (25 MM)+ PER COURSE PER THE DESIGN;
2. ALIGNMENT AND GRID POSITIONING MECHANISM _ FIBERGLASS PINS, TWO PER UNIT MINIMUM;
3. MAXIMUM HORIZONTAL GAP BETWEEN ERECTED UNITS SHALL BE 1/2 INCH (13 MM).

2.03 SHEAR CONNECTORS

A. SHEAR CONNECTORS SHALL BE 1/2-INCH (12 MM) DIAMETER THERMOSET ISOPTHALIC POLYESTER RESIN, PULTRUDED FIBERGLASS REINFORCEMENT RODS OR EQUIVALENT TO PROVIDE CONNECTION BETWEEN VERTICALLY AND HORIZONTALLY ADJACENT UNITS WITH THE FOLLOWING REQUIREMENTS:

1. FLEXURAL STRENGTH IN ACCORDANCE WITH ASTM D4476: 128,000 PSI (882 MPA) MINIMUM;
2. SHORT BEAM SHEAR IN ACCORDANCE WITH ASTM D4475: 6,400 PSI (44 MPA) MINIMUM.

B. SHEAR CONNECTORS SHALL BE CAPABLE OF HOLDING THE GEOGRID IN THE PROPER DESIGN POSITION DURING GRID PRE_TENSIONING AND BACKFILLING.

2.04 BASE LEVELING PAD MATERIAL

A. MATERIAL SHALL CONSIST OF A COMPACTED CRUSHED STONE BASE OR NON_REINFORCED CONCRETE AS SHOWN ON THE CONSTRUCTION DRAWINGS.

2.05 UNIT DRAINAGE FILL

A. UNIT DRAINAGE FILL SHALL CONSIST OF CLEAN 1" (25 MM) MINUS CRUSHED STONE OR CRUSHED GRAVEL MEETING THE FOLLOWING GRADATION TESTED IN ACCORDANCE WITH ASTM D-422:

SIEVE SIZE	PERCENT PASSING
1 INCH (25 MM)	100
3/4-INCH (19 MM)	75_100
NO. 4	0 _ 10
NO. 50	0 _ 5

B. ONE CUBIC FOOT (0.028 M3), MINIMUM, OF DRAINAGE FILL SHALL BE USED FOR EACH SQUARE FOOT (0.093 M2) OF WALL FACE. DRAINAGE FILL SHALL BE PLACED WITHIN CORES OF, BETWEEN, AND BEHIND UNITS TO MEET THIS REQUIREMENT.

2.06 REINFORCED BACKFILL

A. REINFORCED BACKFILL SHALL BE FREE OF DEBRIS AND MEET THE FOLLOWING GRADATION TESTED IN ACCORDANCE WITH ASTM D-422:

SIEVE SIZE	PERCENT PASSING
2-INCH (50 MM)	100
3/4-INCH (19 MM)	100_75
NO. 40	0_60
NO. 200	0_35

PLASTICITY INDEX (PI) <15 AND LIQUID LIMIT <40 PER ASTM D-4318.

B. THE MAXIMUM AGGREGATE SIZE SHALL BE LIMITED TO 3/4 INCH (19 MM) UNLESS FIELD TESTS HAVE BEEN PERFORMED TO EVALUATE POTENTIAL STRENGTH REDUCTIONS TO THE GEOGRID DESIGN DUE TO DAMAGE DURING CONSTRUCTION.

C. MATERIAL CAN BE SITE-EXCAVATED SOILS WHERE THE ABOVE REQUIREMENTS CAN BE MET. UNSUITABLE SOILS FOR BACKFILL (HIGH PLASTIC CLAYS OR ORGANIC SOILS) SHALL NOT BE USED IN THE BACKFILL OR IN THE REINFORCED SOIL MASS.

D. CONTRACTOR SHALL SUBMIT REINFORCED FILL SAMPLE AND LABORATORY TEST RESULTS TO THE ARCHITECT/ENGINEER FOR APPROVAL PRIOR TO THE USE OF ANY PROPOSED REINFORCED FILL MATERIAL.

2.07 GEOGRID SOIL REINFORCEMENT

A. GEOSYNTHETIC REINFORCEMENT SHALL CONSIST OF GEOGRIDS MANUFACTURED SPECIFICALLY FOR SOIL REINFORCEMENT APPLICATIONS, AND SHALL BE MANUFACTURED FROM HIGH TENACITY POLYESTER YARN OR HIGH-DENSITY POLYETHYLENE. POLYESTER GEOGRID SHALL BE KNITTED FROM HIGH TENACITY POLYESTER FILAMENT YARN WITH A MOLECULAR WEIGHT EXCEEDING 25,000 GM AND A CARBOXYL END GROUP VALUES LESS THAN 30. POLYESTER GEOGRID SHALL BE COATED WITH AN IMPREGNATED PVC COATING THAT RESISTS PEELING, CRACKING, AND STRIPPING.

B. TA, LONG TERM ALLOWABLE TENSILE DESIGN LOAD, OF THE GEOGRID MATERIAL SHALL BE DETERMINED AS FOLLOWS:

TA = TULT / (RFCR*RFDR*RFID*FS)
TA SHALL BE EVALUATED BASED ON A 75-YEAR DESIGN LIFE.

1. TULT, SHORT TERM ULTIMATE TENSILE STRENGTH SHALL BE DETERMINED IN ACCORDANCE WITH ASTM D4595 OR ASTM D6637.
   TULT IS BASED ON THE MINIMUM AVERAGE ROLL VALUES (MARV).
2. RFCR, REDUCTION FACTOR FOR LONG TERM TENSION CREEP
   RFCR SHALL BE DETERMINED FROM 10,000-HOUR CREEP TESTING PERFORMED IN ACCORDANCE WITH ASTM D5262. REDUCTION VALUE = 1.45 MINIMUM.
3. RFD, REDUCTION FACTOR FOR DURABILITY
   RFD SHALL BE DETERMINED FROM POLYMER SPECIFIC DURABILITY TESTING COVERING THE RANGE OF EXPECTED SOIL ENVIRONMENTS. RFD = 1.10 MINIMUM.
4. RFID, REDUCTION FACTOR FOR INSTALLATION DAMAGE
   RFID SHALL BE DETERMINED FROM PRODUCT SPECIFIC CONSTRUCTION DAMAGE TESTING PERFORMED IN ACCORDANCE WITH ASTM D5818 (GRI_GG4). TEST RESULTS SHALL BE PROVIDED FOR EACH PRODUCT TO BE USED WITH PROJECT SPECIFIC OR MORE SEVERE SOIL TYPE. RFID = 1.05 MINIMUM.
5. FS, OVERALL DESIGN FACTOR OF SAFETY
   FS SHALL BE 1.5 UNLESS OTHERWISE NOTED FOR THE MAXIMUM ALLOWABLE WORKING STRESS CALCULATION.

C. THE MAXIMUM DESIGN TENSILE LOAD OF THE GEOGRID SHALL NOT EXCEED THE LABORATORY TESTED ULTIMATE STRENGTH OF THE GEOGRID/FACING UNIT CONNECTION AS LIMITED BY THE "HINGE HEIGHT" DIVIDED BY A FACTOR OF SAFETY OF 1.5. THE CONNECTION STRENGTH TESTING AND COMPUTATION PROCEDURES SHALL BE IN ACCORDANCE WITH ASTM D6638 CONNECTION STRENGTH BETWEEN GEOSYNTHETIC REINFORCEMENT AND SEGMENTAL CONCRETE UNITS (NCMA SRWU-1).

D. SOIL INTERACTION COEFFICIENT, CI
   CI VALUES SHALL BE DETERMINED PER ASTM D6706 (GRI:GG5) AT A MAXIMUM 0.75-INCH (19 MM) DISPLACEMENT.

E. MANUFACTURING QUALITY CONTROL
   THE GEOGRID MANUFACTURER SHALL HAVE A MANUFACTURING QUALITY CONTROL PROGRAM THAT INCLUDES QC TESTING BY AN INDEPENDENT LABORATORY.
   THE QC TESTING SHALL INCLUDE:
   TENSILE STRENGTH TESTING
   MELT FLOW INDEX (HDPE)
   MOLECULAR WEIGHT (POLYESTER)

2.08 DRAINAGE PIPE

A. IF REQUIRED, THE DRAINAGE PIPE SHALL BE PERFORATED OR SLOTTED PVC PIPE MANUFACTURED IN ACCORDANCE WITH ASTM D-3034 OR CORRUGATED HDPE PIPE MANUFACTURED IN ACCORDANCE WITH AASHTO M252.

2.09 GEOTEXTILE FILTER FABRIC

A. WHEN REQUIRED, GEOTEXTILE FILTER FABRIC SHALL BE 4.0 OZ/SY, POLYPROPYLENE, NEEDLEPUNCHED NONWOVEN FABRIC.

PART 3: EXECUTION

3.01 EXCAVATION

A. CONTRACTOR SHALL EXCAVATE TO THE LINES AND GRADES SHOWN ON THE CONSTRUCTION DRAWINGS. OWNER'S REPRESENTATIVE SHALL INSPECT THE EXCAVATION AND APPROVE PRIOR TO PLACEMENT OF LEVELING MATERIAL OR FILL SOILS. PROOF ROLL FOUNDATION AREA AS DIRECTED TO DETERMINE IF REMEDIAL WORK IS REQUIRED.

B. OVER_EXCAVATION AND REPLACEMENT OF UNSUITABLE FOUNDATION SOILS AND REPLACEMENT WITH APPROVED COMPACTED FILL WILL BE COMPENSATED AS AGREED UPON WITH THE OWNER.

3.02 BASE LEVELING PAD

A. LEVELING PAD MATERIAL SHALL BE PLACED TO THE LINES AND GRADES SHOWN ON THE CONSTRUCTION DRAWINGS, TO A MINIMUM THICKNESS OF 6 INCHES (150 MM) AND EXTEND LATERALLY A MINIMUM OF 6" (150 MM) IN FRONT AND BEHIND THE MODULAR WALL UNIT.

B. SOIL LEVELING PAD MATERIALS SHALL BE COMPACTED TO A MINIMUM OF 95 % STANDARD PROCTOR DENSITY PER ASTM D-698 OR 92% MODIFIED PROCTOR DENSITY PER ASTM D1557.

C. LEVELING PAD SHALL BE PREPARED TO INSURE FULL CONTACT TO THE BASE SURFACE OF THE CONCRETE UNITS.

3.03 MODULAR UNIT INSTALLATION

A. FIRST COURSE OF UNITS SHALL BE PLACED ON THE LEVELING PAD AT THE APPROPRIATE LINE AND GRADE. ALIGNMENT AND LEVEL SHALL BE CHECKED IN ALL DIRECTIONS AND INSURE THAT ALL UNITS ARE IN FULL CONTACT WITH THE BASE AND PROPERLY SEATED.

B. PLACE THE FRONT OF UNITS SIDE-BY-SIDE. DO NOT LEAVE GAPS BETWEEN ADJACENT UNITS. LAYOUT OF CORNERS AND CURVES SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

C. INSTALL SHEAR/CONNECTING DEVICES PER MANUFACTURER'S RECOMMENDATIONS.

D. PLACE AND COMPACT DRAINAGE FILL WITHIN AND BEHIND WALL UNITS. PLACE AND COMPACT BACKFILL SOIL BEHIND DRAINAGE FILL. FOLLOW WALL ERECTION AND DRAINAGE FILL CLOSELY WITH STRUCTURE BACKFILL.

E. MAXIMUM STACKED VERTICAL HEIGHT OF WALL UNITS, PRIOR TO UNIT DRAINAGE FILL AND BACKFILL PLACEMENT AND COMPACTION, SHALL NOT EXCEED TWO COURSES.

3.04 STRUCTURAL GEOGRID INSTALLATION

A. GEOGRID SHALL BE ORIENTED WITH THE HIGHEST STRENGTH AXIS PERPENDICULAR TO THE WALL ALIGNMENT.

B. GEOGRID REINFORCEMENT SHALL BE PLACED AT THE STRENGTHS, LENGTHS, AND ELEVATIONS SHOWN ON THE CONSTRUCTION DESIGN DRAWINGS OR AS DIRECTED BY THE ENGINEER.

C. THE GEOGRID SHALL BE LAID HORIZONTALLY ON COMPACTED BACKFILL AND ATTACHED TO THE MODULAR WALL UNITS. PLACE THE NEXT COURSE OF MODULAR CONCRETE UNITS OVER THE GEOGRID. THE GEOGRID SHALL BE PULLED TAUT, AND ANCHORED PRIOR TO BACKFILL PLACEMENT ON THE GEOGRID.

D. GEOGRID REINFORCEMENTS SHALL BE CONTINUOUS THROUGHOUT THEIR EMBEDMENT LENGTHS AND PLACED SIDE-BY-SIDE TO PROVIDE 100% COVERAGE AT EACH LEVEL. SPLICED CONNECTIONS BETWEEN SHORTER PIECES OF GEOGRID OR GAPS BETWEEN ADJACENT PIECES OF GEOGRID ARE NOT PERMITTED.

3.05 REINFORCED BACKFILL PLACEMENT

A. REINFORCED BACKFILL SHALL BE PLACED, SPREAD, AND COMPACTED IN SUCH A MANNER THAT MINIMIZES THE DEVELOPMENT OF SLACK IN THE GEOGRID AND INSTALLATION DAMAGE.

B. REINFORCED BACKFILL SHALL BE PLACED AND COMPACTED IN LIFTS NOT TO EXCEED 6 INCHES (150 MM) WHERE HAND COMPACTION IS USED, OR 8 - 10 INCHES (200 TO 250 MM) WHERE HEAVY COMPACTION EQUIPMENT IS USED. LIFT THICKNESS SHALL BE DECREASED TO ACHIEVE THE REQUIRED DENSITY AS REQUIRED.

C. REINFORCED BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 95 % STANDARD PROCTOR DENSITY PER ASTM D-698 OR 92% MODIFIED PROCTOR DENSITY PER ASTM D1557. THE MOISTURE CONTENT OF THE BACKFILL MATERIAL PRIOR TO AND DURING COMPACTION SHALL BE UNIFORMLY DISTRIBUTED THROUGHOUT EACH LAYER AND SHALL BE DRY OF OPTIMUM, + 0%, - 3%.

D. ONLY LIGHTWEIGHT HAND_OPERATED EQUIPMENT SHALL BE ALLOWED WITHIN 3 FEET (1 M) FROM THE TAIL OF THE MODULAR CONCRETE UNIT.

E. TRACKED CONSTRUCTION EQUIPMENT SHALL NOT BE OPERATED DIRECTLY UPON THE GEOGRID REINFORCEMENT. A MINIMUM FILL THICKNESS OF 6 INCHES (150 MM) IS REQUIRED PRIOR TO OPERATION OF TRACKED VEHICLES OVER THE GEOGRID. TRACKED VEHICLE TURNING SHOULD BE KEPT TO A MINIMUM TO PREVENT TRACKS FROM DISPLACING THE FILL AND DAMAGING THE GEOGRID.

F. RUBBER TIRED EQUIPMENT MAY PASS OVER GEOGRID REINFORCEMENT AT SLOW SPEEDS, LESS THAN 10 MPH (15 KPH). SUDDEN BRAKING AND SHARP TURNING SHALL BE AVOIDED.

G. AT THE END OF EACH DAY'S OPERATION, THE CONTRACTOR SHALL SLOPE THE LAST LIFT OF REINFORCED BACKFILL AWAY FROM THE WALL UNITS TO DIRECT RUNOFF AWAY FROM WALL FACE. THE CONTRACTOR SHALL NOT ALLOW SURFACE RUNOFF FROM ADJACENT AREAS TO ENTER THE WALL CONSTRUCTION SITE.

3.06 CAP INSTALLATION

A. CAP UNITS SHALL BE GLUED TO UNDERLYING UNITS WITH AN ALL-WEATHER ADHESIVE RECOMMENDED BY THE MANUFACTURER.

3.07 AS-BUILT CONSTRUCTION TOLERANCES

A. VERTICAL ALIGNMENT: ± 1.5" (40 MM) OVER ANY 10' (3 M) DISTANCE.

B. WALL BATTER: WITHIN 2 DEGREES OF DESIGN BATTER.

C. HORIZONTAL ALIGNMENT: ± 1.5" (40 MM) OVER ANY 10' (3 M) DISTANCE.
   CORNERS, BENDS & CURVES: ± 1 FT (300 MM) TO THEORETICAL LOCATION.

D. MAXIMUM HORIZONTAL GAP BETWEEN ERECTED UNITS SHALL BE 1/2 INCH (13 MM).

3.08 FIELD QUALITY CONTROL

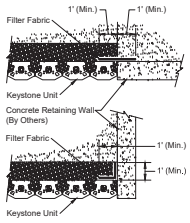
A. QUALITY ASSURANCE - THE OWNER SHALL MAY ENGAGE INSPECTION AND TESTING SERVICES, INCLUDING INDEPENDENT LABORATORIES, TO PROVIDE QUALITY ASSURANCE AND TESTING SERVICES DURING CONSTRUCTION. THIS DOES NOT RELIEVE THE CONTRACTOR FROM SECURING THE NECESSARY CONSTRUCTION QUALITY CONTROL TESTING.

B. QUALITY ASSURANCE SHOULD INCLUDE FOUNDATION SOIL INSPECTION, VERIFICATION OF GEOTECHNICAL DESIGN PARAMETERS, AND VERIFICATION THAT THE CONTRACTOR'S QUALITY CONTROL TESTING IS ADEQUATE AS A MINIMUM. QUALITY ASSURANCE SHALL ALSO INCLUDE OBSERVATION OF CONSTRUCTION FOR GENERAL COMPLIANCE WITH DESIGN DRAWINGS AND PROJECT SPECIFICATIONS. (QUALITY ASSURANCE IS USUALLY BEST PERFORMED BY THE SITE GEOTECHNICAL ENGINEER.)

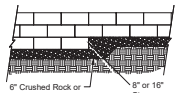
C. QUALITY CONTROL - THE CONTRACTOR SHALL ENGAGE INSPECTION AND TESTING SERVICES TO PERFORM THE MINIMUM QUALITY CONTROL TESTING DESCRIBED IN THE RETAINING WALL DESIGN PLANS AND SPECIFICATIONS. ONLY QUALIFIED AND EXPERIENCED TECHNICIANS AND ENGINEERS SHALL PERFORM TESTING AND INSPECTION SERVICES.

D. QUALITY CONTROL TESTING SHALL INCLUDE SOIL AND BACKFILL TESTING TO VERIFY SOIL TYPES AND COMPACTION AND VERIFICATION THAT THE RETAINING WALL IS BEING CONSTRUCTED IN ACCORDANCE WITH THE DESIGN PLANS AND PROJECT SPECIFICATIONS.

KEYSTONE
A CENTRIEX COMPANY
4444 W 78th Street
Minneapolis, MN 55435
952-897-1040

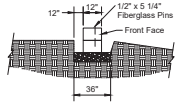


Connection Details
Compac Unit - Shown



Elevation

Note:
1. The leveling pad is to be constructed of crushed stone or 2000 psi unreinforced concrete.



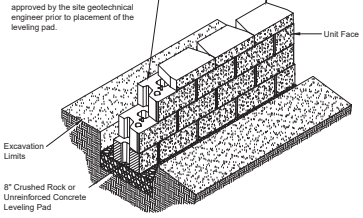
Section

Leveling Pad Detail

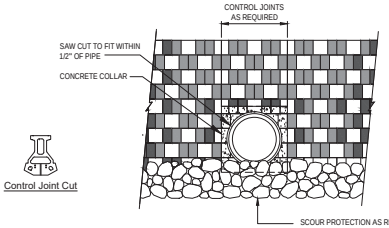
Base Leveling Pad Notes:
1. The leveling pad is to be constructed of crushed stone or 2,000 psi unreinforced concrete
2. The base foundation is to be approved by the site geotechnical engineer prior to placement of the leveling pad.

Compac Unit	
Width:	18"
*Depth:	12"
Height:	8"
*Weight:	90 lbs

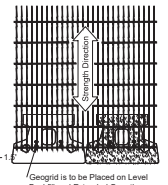
Cap Unit	
Width:	18"
*Depth:	10 1/2"
Height:	4"
*Weight:	50 lbs



Compac Unit/Base Pad Isometric Section View
*Dimensions & Weight May Vary by Region

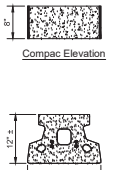


Control Joint Cut



Geogrid is to be Placed on Level Backfill and Extended Over the Fiberglass Pins. Place Next Unit. Pull Grid Taught and Backfill. Stake as required.

Grid & Pin Connection

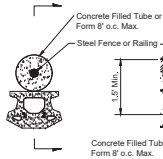


Compac Elevation

Compac Plan

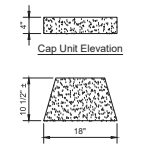
Compac Unit
*Dimensions May Vary by Region

Note:
Concrete filled tube or form to be set during the wall construction, not drilled through geogrid afterwards. when directly behind units.



Fence Plan Detail

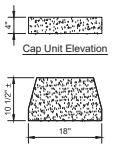
Fence Section & Plan Detail
Compact Unit - Near Vertical Setback



Cap Unit Elevation

Cap Unit Plan

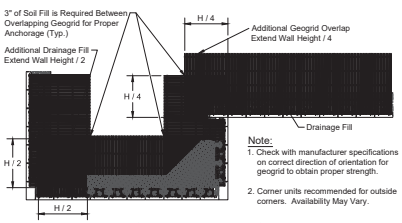
Universal
Cap Unit Option
*Dimensions & Availability
Will Vary by Region



Cap Unit Elevation

Cap Unit Plan

Straight Split
Cap Unit Option
*Dimensions & Availability
Will Vary by Region



Note:
1. Check with manufacturer specifications on correct direction of orientation for geogrid to obtain proper strength.
2. Corner units recommended for outside corners. Availability May Vary.

Geogrid Installation at Corners

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK

1220 North 1st, Ste. 3
Orange Park, Florida 32074
Phone (386) 872-7794
www.NewkirkEngineering.com
C.A. # 30209
L.C. # 26001084
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

RETAINING WALL NOTES
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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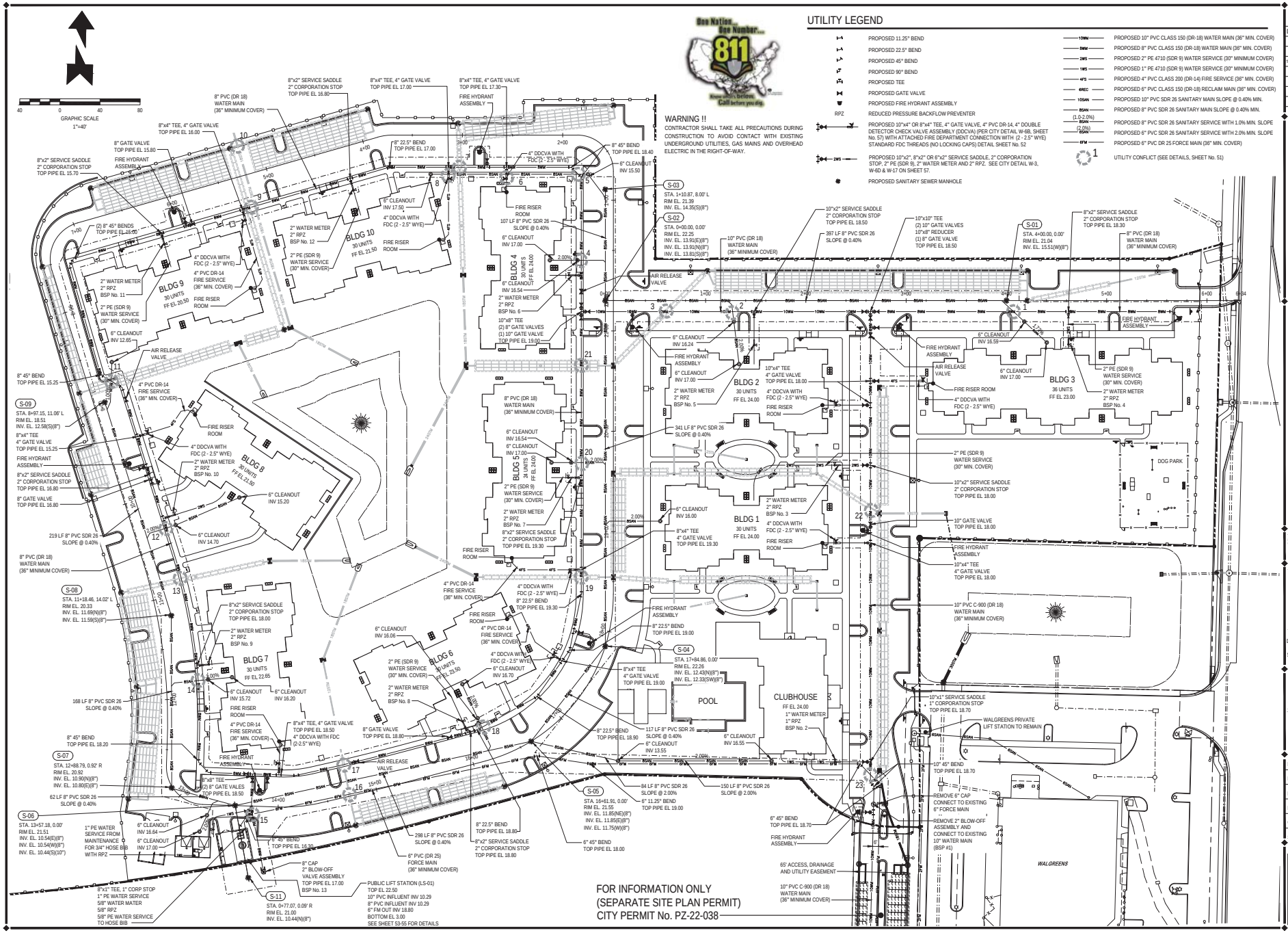
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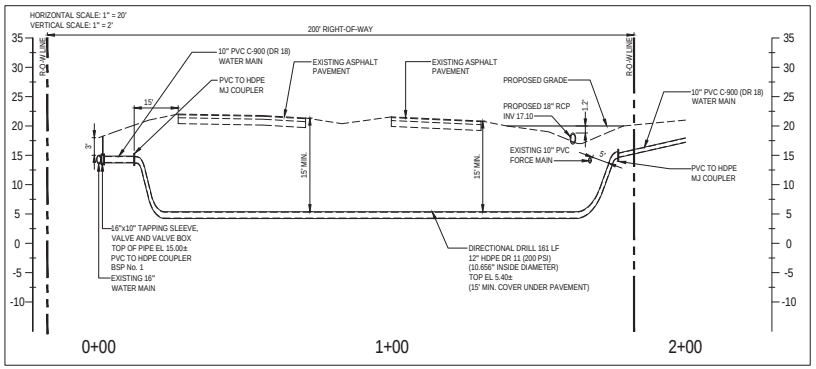
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	

DRAWING NUMBER

37

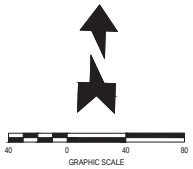

GRAPHIC SCALE
1"=40'
40 0 40 80
UTILITY LEGEND
PROPOSED 11.25° BEND
PROPOSED 22.5° BEND
PROPOSED 45° BEND
PROPOSED 90° BEND
PROPOSED TEE
PROPOSED GATE VALVE
PROPOSED FIRE HYDRANT ASSEMBLY
RPZ REDUCED PRESSURE BACKFLOW PREVENTER
PROPOSED 10"x4" OR 8"x4" TEE, 4" GATE VALVE, 4" PVC DR-14, 4" DOUBLE DETECTOR CHECK VALVE ASSEMBLY (DDCVA) (PER CITY DETAIL W-6B, SHEET No. 57) WITH ATTACHED FIRE DEPARTMENT CONNECTION WITH (2 - 2.5" WYE) STANDARD FDC THREADS (NO LOCKING CAPS) DETAIL SHEET No. 52
PROPOSED 10"x2", 8"x2" OR 6"x2" SERVICE SADDLE, 2" CORPORATION STOP, 2" PE (SDR 9), 2" WATER METER AND 2" RPZ. SEE CITY DETAIL W-3, W-6D & W-17 ON SHEET 57.
PROPOSED SANITARY SEWER MANHOLE
PROPOSED 10" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
PROPOSED 8" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
PROPOSED 2" PE 4710 (SDR 9) WATER SERVICE (30" MINIMUM COVER)
PROPOSED 1" PE 4710 (SDR 9) WATER SERVICE (30" MINIMUM COVER)
PROPOSED 4" PVC CLASS 200 (DR-14) FIRE SERVICE (36" MIN. COVER)
PROPOSED 6" PVC CLASS 150 (DR-18) RECLAIM MAIN (36" MIN. COVER)
PROPOSED 10" PVC SDR 26 SANITARY MAIN SLOPE @ 0.40% MIN.
PROPOSED 8" PVC SDR 26 SANITARY MAIN SLOPE @ 0.40% MIN.
PROPOSED 8" PVC SDR 26 SANITARY SERVICE WITH 1.0% MIN. SLOPE
PROPOSED 6" PVC SDR 26 SANITARY SERVICE WITH 2.0% MIN. SLOPE
PROPOSED 6" PVC DR 25 FORCE MAIN (36" MIN. COVER)
UTILITY CONFLICT (SEE DETAILS, SHEET No. 51)
WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.
One Nation... One Number... 811 Know what's below. Call before you dig.
BLDG 1 30 UNITS FF EL 24.00
BLDG 2 30 UNITS FF EL 24.00
BLDG 3 36 UNITS FF EL 23.00
BLDG 4 30 UNITS FF EL 24.00
BLDG 5 30 UNITS FF EL 24.00
BLDG 6 30 UNITS FF EL 23.50
BLDG 7 30 UNITS FF EL 22.65
BLDG 8 30 UNITS FF EL 21.50
BLDG 9 30 UNITS FF EL 20.50
BLDG 10 30 UNITS FF EL 21.50
CLUBHOUSE FF EL 24.00
POOL
DOG PARK
WALGREENS
S-01 STA. 4+00.00, 0.00' RIM EL. 21.04 INV. EL. 15.51(W)(8")
S-02 STA. 0+00.00, 0.00' RIM EL. 22.25 INV. EL. 13.91(E)(8") INV. EL. 13.91(N)(8") INV. EL. 13.81(S)(8")
S-03 STA. 1+10.87, 8.00' L RIM EL. 21.39 INV. EL. 14.35(S)(8")
S-04 STA. 17+84.86, 0.00' RIM EL. 22.26 INV. EL. 12.43(N)(8") INV. EL. 12.33(SW)(8")
S-05 STA. 16+61.91, 0.00' RIM EL. 21.55 INV. EL. 11.85(NE)(8") INV. EL. 11.85(E)(8") INV. EL. 11.75(W)(8")
S-06 STA. 13+57.18, 0.00' RIM EL. 21.51 INV. EL. 10.54(E)(8") INV. EL. 10.54(W)(8") INV. EL. 10.44(S)(10")
S-07 STA. 12+88.79, 0.92' R RIM EL. 20.92 INV. EL. 10.90(N)(8") INV. EL. 10.80(E)(8")
S-08 STA. 11+18.46, 14.02' L RIM EL. 20.33 INV. EL. 11.69(N)(8") INV. EL. 11.59(S)(8")
S-09 STA. 8+97.15, 11.06' L RIM EL. 18.51 INV. EL. 12.58(S)(8")
S-11 STA. 0+77.07, 0.09' R RIM EL. 21.00 INV. EL. 10.44(N)(8")
PUBLIC LIFT STATION (LS-01) TOP EL. 22.50 10" PVC INFLUENT INV 10.29 8" PVC INFLUENT INV 10.29 6" FM OUT INV 18.80 BOTTOM EL 3.00 SEE SHEET 53-55 FOR DETAILS
FOR INFORMATION ONLY (SEPARATE SITE PLAN PERMIT) CITY PERMIT No. PZ-22-038
REVISIONS
DATE DESCRIPTION
4 7 22 TITLE BLOCK
5 2 22 CITY COMMENTS
10 25 22 OWNER
NEWKIRK ENGINEERING INC.
1230 North US1, Suite 3 Ormond Beach, FL 32174 Phone (386) 872-7794 www.NewkirkEngineering.com C.A. # 30209 LC # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
UTILITY PLAN SHT 1 OF 2
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174
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HARRY NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971
PROJECT No: 2020-06
DATE: NOVEMBER 2021
DESIGN BY: HHN
DRAWN BY: NWS
CHECKED BY: HHN
SCALE: 1" = 40'
DRAWING NUMBER
43

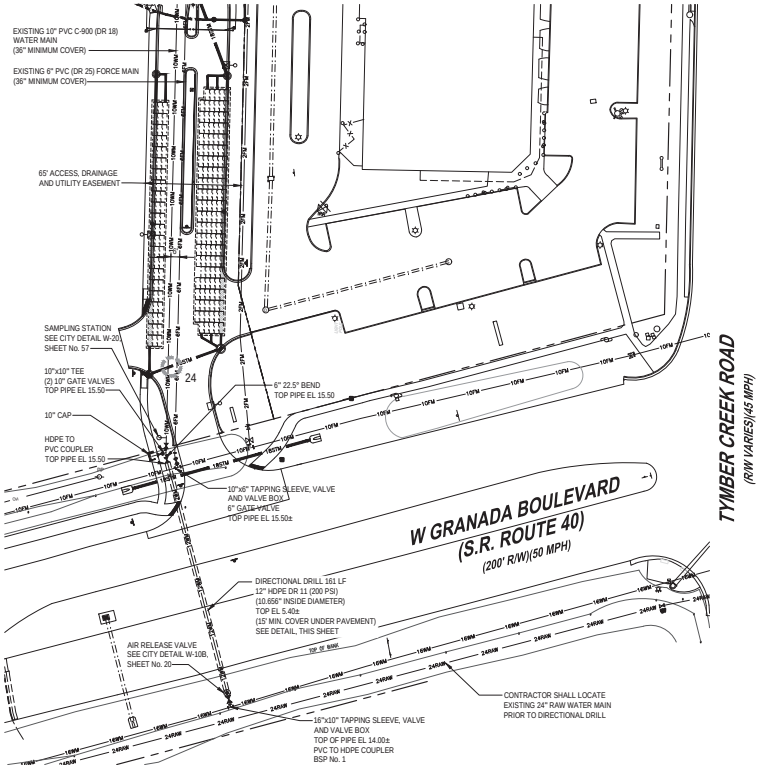


NOTE:

1. CONTRACTOR SHALL LOCATE THE EXISTING 24" RAW WATER MAIN IN THE RIGHT-OF-WAY OF S.R. 40. THIS SHALL BE DONE PRIOR TO THE DIRECTIONAL DRILL/BORE PIT EXCAVATION.
2. CONTRACTOR TO HAND DIG TO VERIFY WHICH MAIN IS WHICH BEFORE SETTING UP A DIRECTIONAL DRILL.

FOR INFORMATION ONLY (SEPARATE SITE PLAN PERMIT) CITY PERMIT No. PZ-22-038





UTILITY LEGEND

- PROPOSED 11.25° BEND
- PROPOSED 22.5° BEND
- PROPOSED 45° BEND
- PROPOSED 90° BEND
- PROPOSED TEE
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY
- RPZ — REDUCED PRESSURE BACKFLOW PREVENTER. CITY DETAIL W-6D SHEET No. 38.
- PROPOSED 10"x4" OR 8"x4" TEE, 4" GATE VALVE, 4" PVC DR-14, 4" DOUBLE DETECTOR CHECK VALVE ASSEMBLY (DDCVA) (PER CITY DETAIL W-6B, SHEET No. 57) WITH ATTACHED FIRE DEPARTMENT CONNECTION WITH (2 - 2.5" WYE) STANDARD FDC THREADS (NO LOCKING CAPS) DETAIL SHEET No. 52
- 2WS — PROPOSED 10"x2", 8"x2" OR 6"x2" SERVICE SADDLE, 2" CORPORATION STOP, 2" PE (SDR 9), 2" WATER METER AND 2" RPZ. SEE CITY DETAIL W-3, W-6D & W-17 ON SHEET 57.
- PROPOSED SANITARY SEWER MANHOLE
- 10WM — PROPOSED 10" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
- 8WM — PROPOSED 8" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
- 6WM — PROPOSED 6" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
- 4WM — PROPOSED 4" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
- 2WS — PROPOSED 2" PE 4710 (SDR 9) WATER SERVICE (30" MINIMUM COVER)
- 1WS — PROPOSED 1" PE 4710 (SDR 9) WATER SERVICE (30" MINIMUM COVER)
- 4FS — PROPOSED 4" PVC CLASS 200 (DR-14) FIRE SERVICE (36" MIN. COVER)
- 6REC — PROPOSED 6" PVC CLASS 150 (DR-18) RECLAIM MAIN (36" MIN. COVER)
- 10SAN — PROPOSED 10" PVC SDR 26 SANITARY MAIN SLOPE @ 0.40% MIN.
- 8SAN — PROPOSED 8" PVC SDR 26 SANITARY MAIN SLOPE @ 0.40% MIN.
- 8SAN (1.0-2.0%) — PROPOSED 8" PVC SDR 26 SANITARY SERVICE WITH 1.0% MIN. SLOPE
- 8SAN (2.0%) — PROPOSED 6" PVC SDR 26 SANITARY SERVICE WITH 2.0% MIN. SLOPE
- 6FM — PROPOSED 6" PVC DR 25 FORCE MAIN (36" MIN. COVER)
- 1 — UTILITY CONFLICT (SEE DETAILS, SHEET No. 51)

REQUIRED FIRE FLOW:

"SITE DESIGNED IN ACCORDANCE TO THE NEW FIRE PREVENTION CODE AND NFPA EFFECTIVE JANUARY 1, 2015.

FLORIDA BUILDING CODE CONSTRUCTION TYPE:	VA - PROTECTED
FIRE AREA:	45,195 SF
REQUIRED FIRE FLOW:	3,750 GPM @ 3 HOURS
FIRE SPRINKLER SYSTEM REDUCTION (75%)	2,812 GPM
REQUIRED FIRE FLOW (3,750 - 2,812)	938 GPM @ 3 HOURS
	USE 1,200 GPM @ 3 HOURS

BASED ON NFPA 18.4.5.2.1, REDUCTION IN REQUIRED FIRE FLOW OF 75% SHALL BE PERMITTED WHEN THE BUILDING IS PROTECTED THROUGHOUT BY AN APPROVED SPRINKLER SYSTEM. THE RESULTING FIRE FLOW SHALL NOT BE LESS THAN 1,000 GPM.

PROVIDED FIRE FLOW:

THE PROPOSED WATER MAIN SYSTEM WAS MODELED AND TESTED WITH THE REQUIRED 1,200 GPM FIRE FLOW IN ADDITION TO THE MAXIMUM DAILY FLOW DEMAND TO ENSURE MINIMUM 20 PSI UNDER FIRE FLOW CONDITIONS. SIMULATIONS WERE RUN WITH FIRE DEMAND AT THE CENTER AND OUTERMOST BUILDINGS IN THE SYSTEM.

	FIRE LOCATION	PSI
SCENARIO 2	BUILDING 8	48.15 PSI
SCENARIO 3	BUILDING 3	53.28 PSI



WARNING !!

CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION
4 7 22	TITLE BLOCK
10 25 22	OWNER

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

UTILITY PLAN SHT 2 OF 2
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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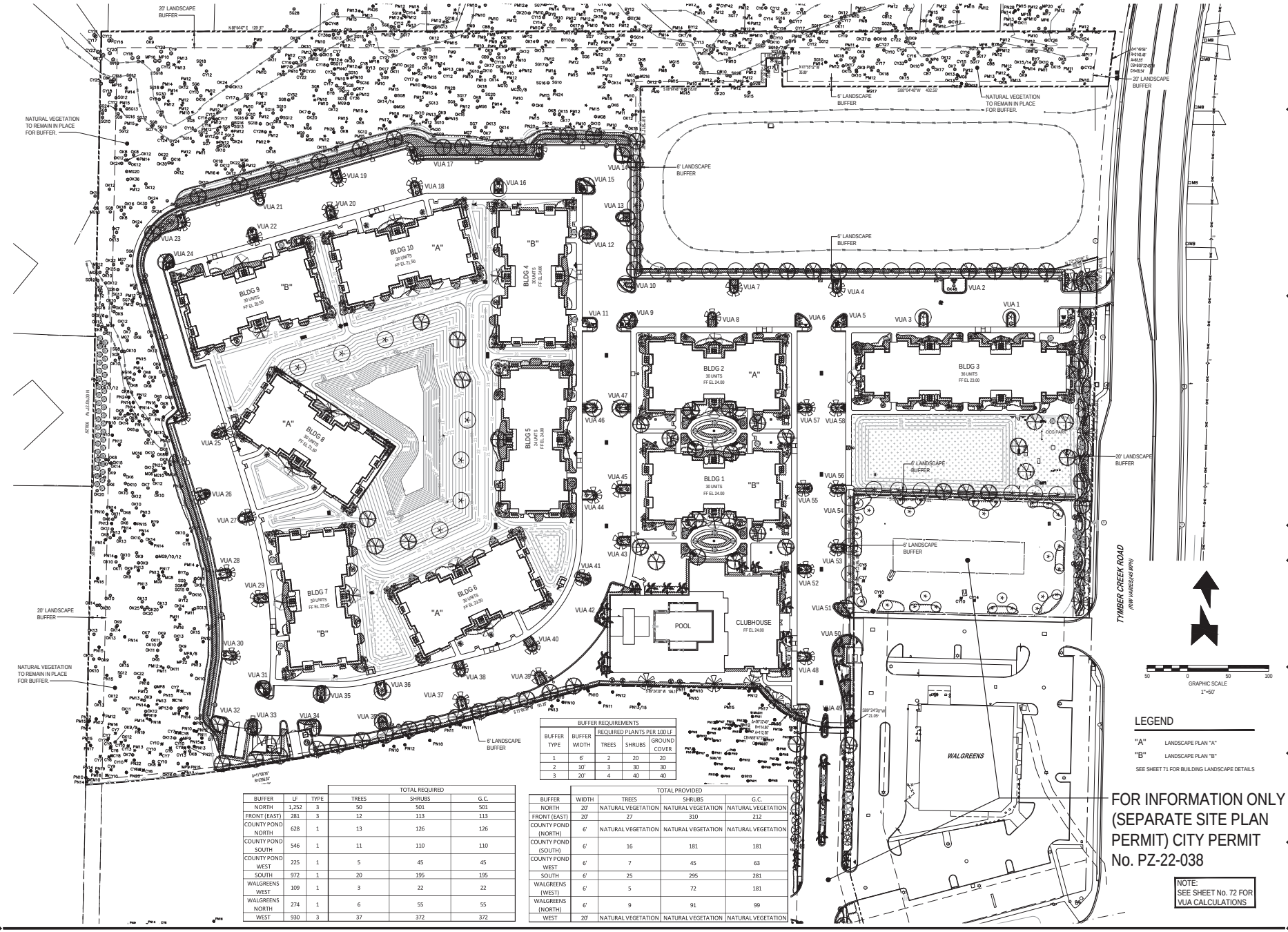
HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

44



BUFFER REQUIREMENTS				
BUFFER TYPE	BUFFER WIDTH	REQUIRED PLANTS PER 100 LF		
		TREES	SHRUBS	GROUND COVER
1	6'	2	20	20
2	10'	3	30	30
3	20'	4	40	40

			TOTAL REQUIRED		
BUFFER	LF	TYPE	TREES	SHRUBS	G.C.
NORTH	1,252	3	50	501	501
FRONT (EAST)	281	3	12	113	113
COUNTY POND NORTH	628	1	13	126	126
COUNTY POND SOUTH	546	1	11	110	110
COUNTY POND WEST	225	1	5	45	45
SOUTH	972	1	20	195	195
WALGREENS WEST	109	1	3	22	22
WALGREENS NORTH	274	1	6	55	55
WEST	930	3	37	372	372

		TOTAL PROVIDED		
BUFFER	WIDTH	TREES	SHRUBS	G.C.
NORTH	20'	NATURAL VEGETATION	NATURAL VEGETATION	NATURAL VEGETATION
FRONT (EAST)	20'	27	310	212
COUNTY POND (NORTH)	6'	NATURAL VEGETATION	NATURAL VEGETATION	NATURAL VEGETATION
COUNTY POND (SOUTH)	6'	16	181	181
COUNTY POND WEST	6'	7	45	63
SOUTH	6'	25	295	281
WALGREENS (WEST)	6'	5	72	181
WALGREENS (NORTH)	6'	9	91	99
WEST	20'	NATURAL VEGETATION	NATURAL VEGETATION	NATURAL VEGETATION

LEGEND

"A" LANDSCAPE PLAN "A"

"B" LANDSCAPE PLAN "B"

SEE SHEET 71 FOR BUILDING LANDSCAPE DETAILS

FOR INFORMATION ONLY (SEPARATE SITE PLAN PERMIT) CITY PERMIT No. PZ-22-038

NOTE: SEE SHEET No. 72 FOR VUA CALCULATIONS

REVISIONS

DATE	DESCRIPTION
4 7 22	CITY COMMENTS
5 2 22	CITY COMMENTS
6 30 22	CITY COMMENTS
7 2 22	CITY COMMENTS
10 25 22	OWNER

1230 North ABA, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

OVERALL LANDSCAPE PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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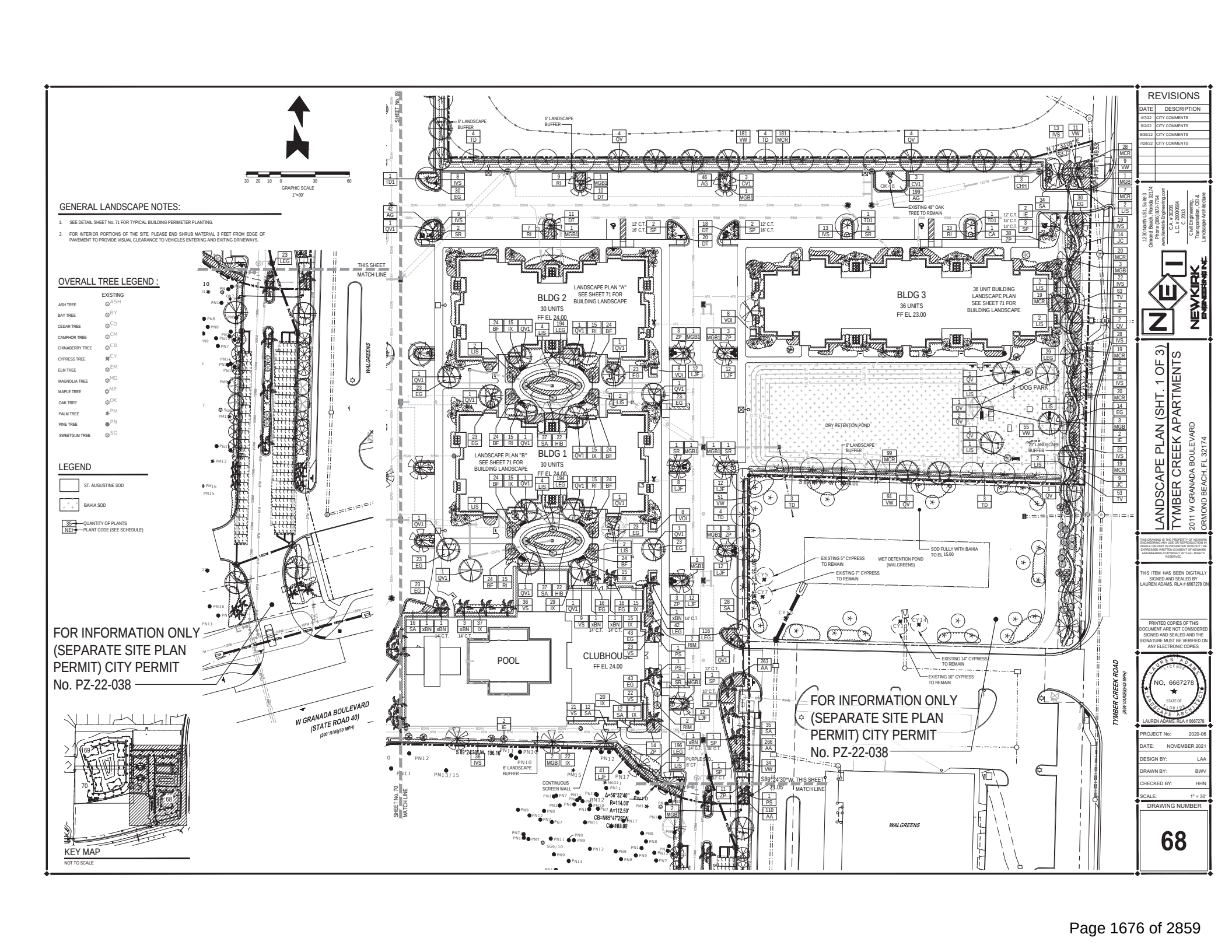
LAUREN ADAMS RECEIVED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 50'

DRAWING NUMBER

67



REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
6/30/22	CITY COMMENTS
7/28/22	CITY COMMENTS

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

LANDSCAPE PLAN (SHT. 1 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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DESIGN BY:	LAA
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SCALE:	1" = 30'

DRAWING NUMBER

68

GENERAL LANDSCAPE NOTES:

1. SEE DETAIL SHEET No. 71 FOR TYPICAL BUILDING PERIMETER PLANTING.
2. FOR INTERIOR PORTIONS OF THE SITE, PLEASE END SHRUB MATERIAL 3 FEET FROM EDGE OF PAVEMENT TO PROVIDE VISUAL CLEARANCE TO VEHICLES ENTERING AND EXITING DRIVEWAYS.

LEGEND

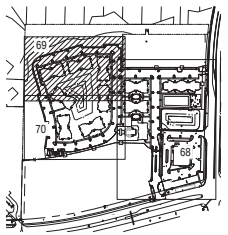
- ST. AUGUSTINE SOD
- BAHIA SOD
- 35 — QUANTITY OF PLANTS
- NE — PLANT CODE (SEE SCHEDULE)

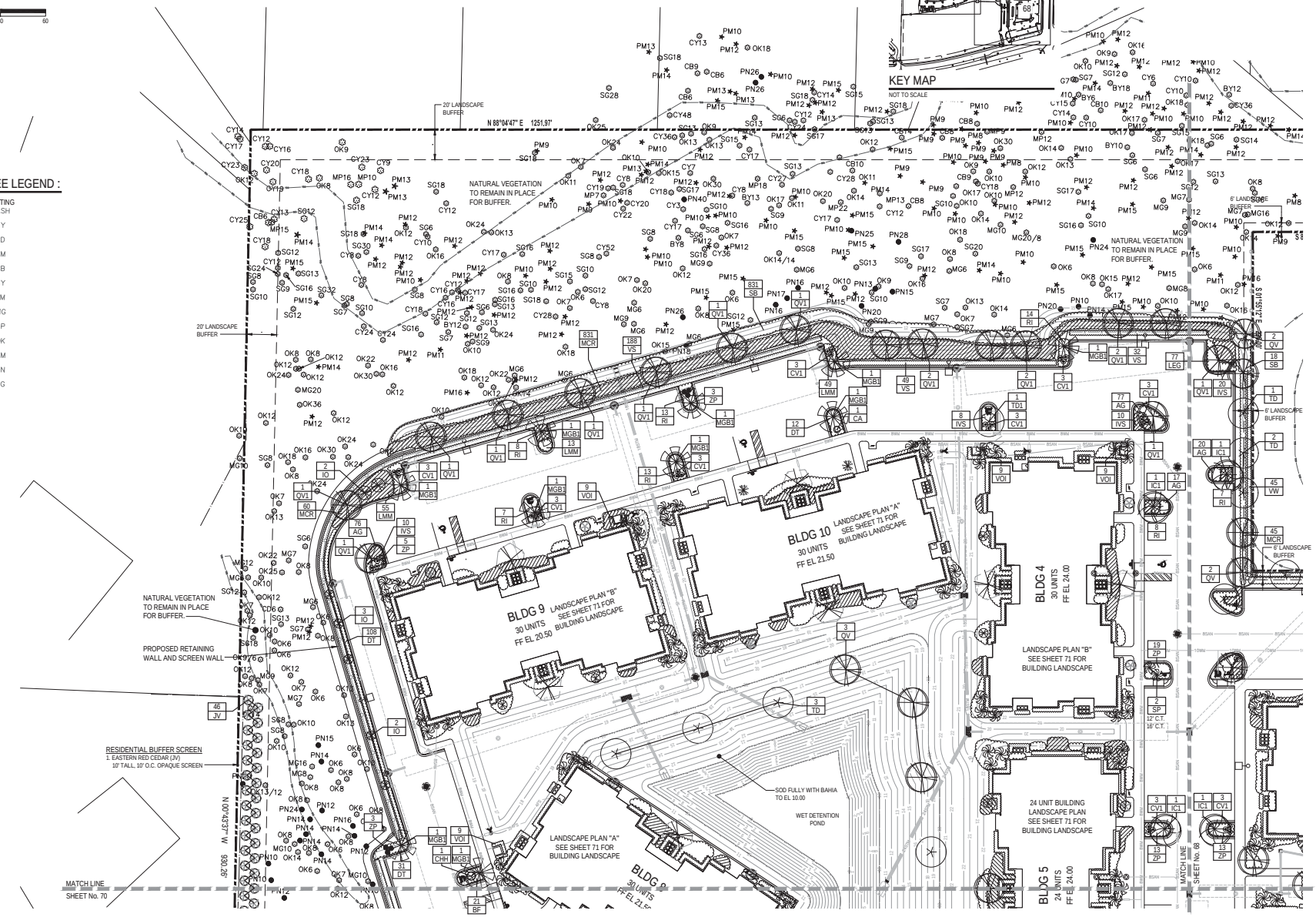
GRAPHIC SCALE
30 20 10 0 30 60
1"=30'

OVERALL TREE LEGEND :

	EXISTING
ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

KEY MAP
NOT TO SCALE





REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
7/28/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER

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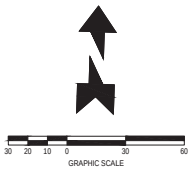
LAUREN A. ADAMS — LICENSED — NO. 6667278 — STATE OF FLORIDA — LANDSCAPE ARCHITECT

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GENERAL LANDSCAPE NOTES:

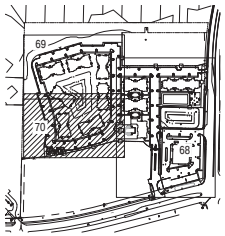
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LEGEND

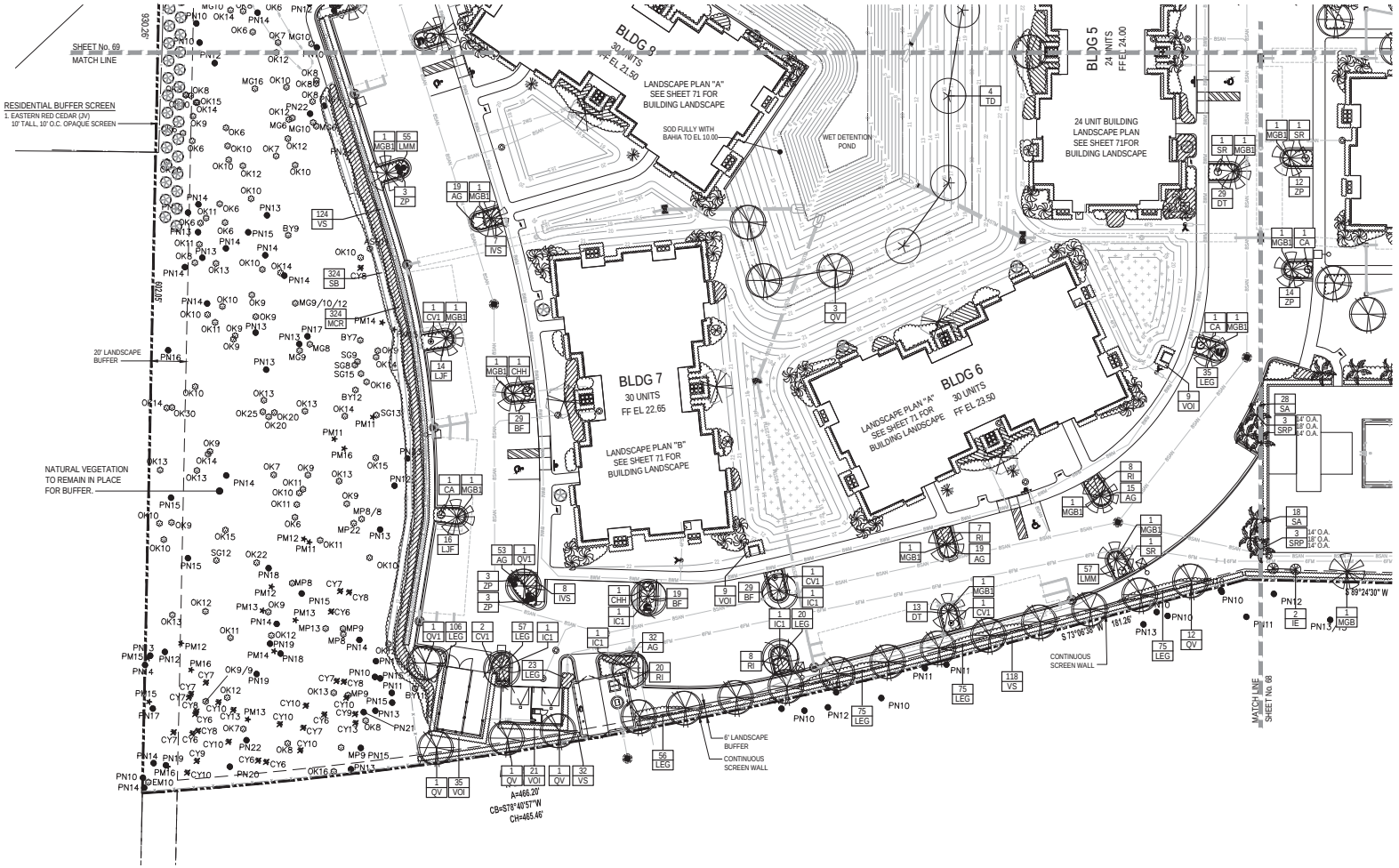
ST. AUGUSTINE SOD

BAHIA SOD

35 / NEH — QUANTITY OF PLANTS / PLANT CODE (SEE SCHEDULE)



KEY MAP
NOT TO SCALE



OVERALL TREE LEGEND :

	EXISTING
ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

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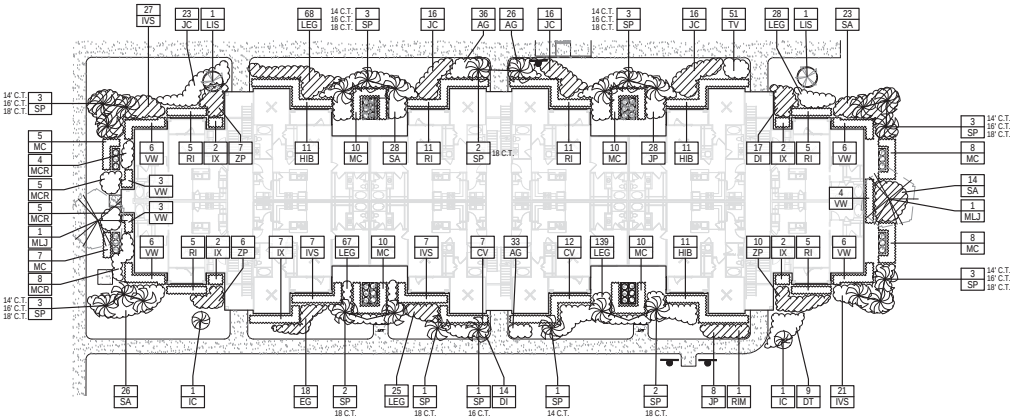
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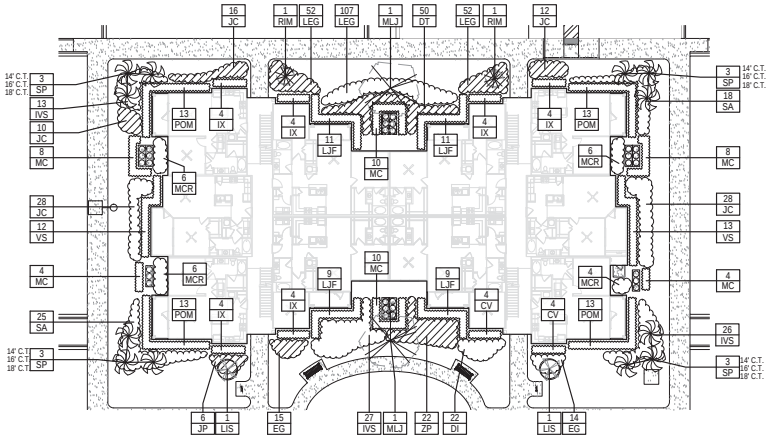
DRAWING NUMBER

70



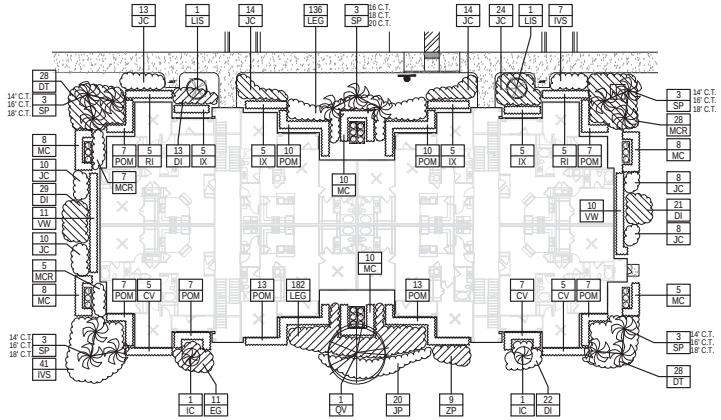
36 UNIT BUILDING LANDSCAPE PLAN (BUILDING #3)

SCALE: 1" = 20'



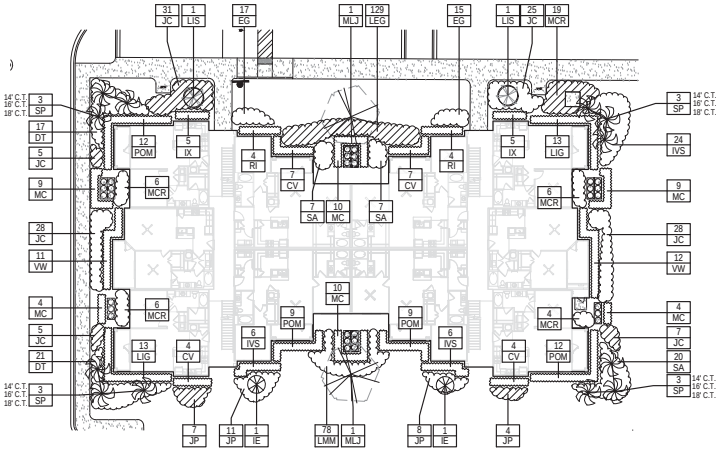
30 UNIT BUILDING LANDSCAPE PLAN "A" (BUILDINGS #2, 6, 8 AND 10)

SCALE: 1" = 20'



24 UNIT BUILDING LANDSCAPE PLAN (BUILDING #5)

SCALE: 1" = 20'



30 UNIT BUILDING LANDSCAPE PLAN "B" (BUILDINGS #1, 4, 7 AND 9)

SCALE: 1" = 20'

NOTE:
WHERE TYPICAL BUILDING TREE LOCATIONS RESULT IN CONFLICTS WITH UNDERGROUND UTILITY LINES, ADJUST TREE TO AT LEAST 5 FEET FROM ANY SUCH LINE (SEE SHEETS 67, 68 AND 69)

REVISIONS

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LANDSCAPE PLAN - TYPICAL BUILDING TYPES 1, 2A, 2B AND 3

TYMBER CREEK APARTMENTS

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REGISTERED
NO. 6667278
STATE OF FLORIDA
LANDSCAPE ARCHITECT

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CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

71

PLANT LIST

CODE	NO.	SCIENTIFIC NAME	COMMON NAME	SIZE REQUIREMENTS	NATIVE TO FLORIDA
CANOPY TREES AND PALMS					YES/NO
JV	46	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	10' HGT., 2.5" CAL. @ 6"	YES
MGB	12	MAGNOLIA GRANDIFLORA	BRACKEN'S BROWN MAGNOLIA	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
MGB1	33	MAGNOLIA GRANDIFLORA	BRACKEN'S BROWN MAGNOLIA	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
MLJ	18	MAGNOLIA GRANDIFLORA	LITTLE GEM	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
PS	3	PHOENIX SYLVESTRIS	SILVER DATE PALM	10' CT., FULL	NO
QV	45	QUERCUS VIRGINIANA	LIVE OAK	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
QV1	36	QUERCUS VIRGINIANA	LIVE OAK	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
SP	151	SABAL PALMETTO	CABBAGE PALM	SEE PLAN, 2-12', 2-14', 2-16'	YES
SRP	6	SYAGRUS ROMANZOFFIANA	QUEEN PALM	SEE PLAN	NO
TD	28	TAXODIUM DISTICHUM	BALD CYPRESS	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
TD1	4	TAXODIUM DISTICHUM	BALD CYPRESS	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
xBN	9	x BUTIAGRUS NABONNANDII	MULE PALM	SEE PLAN	NO
SUBTOTAL	391				371 Y / 18 N
UNDERSTORY TREES					
IC	4	ILEX CASSINE	DAHOON HOLLY	10' HGT., 2.5" CAL. @ 6"	YES
IC1	9	ILEX CASSINE	DAHOON HOLLY	12' - 14' HGT., 3.5" CAL. @ 6"	YES
IE	20	ILEX ATTENUATA	EAGLESTON HOLLY	10' HGT., FULL, 2.5" CAL. @ 6"	YES
IO	7	ILEX x NELLIE R. STEVENS	NELLIE R. STEVENS HOLLY	10' HGT., FULL, 2.5" CAL. @ 6"	YES
LIS	50	LAGERSTROEMIA INDICA (MUSKOGEE)	PURPLE CRAPE MYRTLE TREE STD.	10' HGT., 6'-7' CT, 2.5" CAL. @ 6"	NO
RIM	13	RHAPHIOLEPIS MAJESTIC BEAUTY	MAJESTIC BEAUTY STD.	5' - 6' HGT., FULL	NO
SUBTOTAL	103				40 Y / 63 N
SHRUBS / POINT PLANTS					
CA	5	CRINUM AUGUSTUM	QUEEN EMMA	15 GAL., 4' HGT., SPECIMEN	NO
CHH	6	CHAMAEDOREA HUMILIS	EUROPEAN FAN PALM	7 GAL., 24"- 30" HGT., 5 - 7 STOCKS	NO
CV	156	CODIAEUM 'GOLD DUST'	YELLOW/GREEN CROTONS	3 GAL., 16"- 18" HGT., FULL, 36" O.C.	NO
CV1	38	CODIAEUM 'MAMMEY'	YELLOW/GREEN CROTONS	7 GAL., 20"- 24" HGT., FULL, 36" O.C.	NO
HIB	77	HIBISCUS SSP.	RED HIBISCUS	3 GAL., 18" HGT., FULL, 36" O.C.	NO
IVS	777	ILEX VOMITORIA NANA	DWARF YOUPON	3 GAL., 16" HGT., FULL, 36" O.C.	YES
IX	376	IXORA SSP.	RED IXORA	3 GAL., 16" HGT., FULL, 36" O.C.	NO
JP	200	JUNIPERUS CHINENSIS	PARSONI JUNIPER	1 GAL., 12"- 14" SPR, FULL, 36" O.C.	NO
LIG	104	LIGUSTRUM JAPONICUM	GREEN LIGUSTRUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
LJF	311	LIGUSTRUM SSP.	JACK FROST LIGUSTRUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
LMM	541	LIRIOPE VAR	VAR. LIRIOPE	1 GAL., 12" HGT., 7-9 BIBS, 18" O.C.	NO
MC	477	MYRICA CERIFERA	WAX MYRTLE	7 GAL., 24" HGT., FULL, 36" O.C.	YES
MCR	1986	MUHLENBERFIA CAPILLARIS	PINK MUHLY GRASS	3 GAL., 20" HGT., FULL, 36" O.C.	YES
POM	457	PODOCARPUS MACROPHYLLUS	PODOCARPUS	3 GAL., 30" HGT., FULL, 24" O.C.	NO
RI	286	PHAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 18" HGT., FULL, 36" O.C.	NO
SA	656	SCHEFFLERA ARBORICOLA	GOLD CAPELLA	3 GAL., 18" HGT., FULL, 36" O.C.	NO
SR	9	STRELITZIA REGINAE	ORANGE BIRD OF PARADISE	10 GAL., 48" HGT., FULL	NO
VO1	143	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	7 GAL., 24"- 30" HGT., FULL, 36" O.C.	NO
VS	754	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
VW	633	VIBURNUM OBOVATUM 'SELECT'	WALTER'S VIBURNUM	3 GAL., 24" HGT., FULL, 36" O.C.	YES
ZP	286	ZAMIA PUMILA	COONTIE	3 GAL., 14" HGT., FULL, 36" O.C.	YES
SUBTOTAL	8278				4159 Y / 4119 N
GROUND COVER (G.C.)					
AA	639	AGAPANTHUS AFRICANUS	AFRICAN LILLY	1 GAL., 12" HGT., FULL, 12" O.C	NO
AG	710	ARACHIS GLABRATA	PERENNIAL PEANUT	4" POTS, 2"- 3" HGT., 12" O.C.	YES
BF	290	BULBINE FRUTESCENS	DESERT CANDLES	1 GAL., 10"-12" HGT., 7-9 BIBS, 24" O.C.	NO
DI	204	DIETES IRIDIOIDES	WHITE AFRICAN IRIS	1 GAL., 20" HGT., 24" O.C.	NO
DT	669	DIANELLA TASMANICA (VARIEGATA CULTIVAR)	BLUEBERRY FLAX LILLY 'VARIEGATED'	1 GAL., 12" HGT., FULL, 24" O.C	NO
EG	649	EVOLVULUS GLOMERATUS	BLUE DAZE	1 GAL., 12" SPR., FULL, 24" O.C.	NO
JC	1087	JUNIPERUS CONFERTA	SHORE JUNIPER	1 GAL., FULL, 30" O.C.	NO
LEG	3398	LIRIOPE MUSCARI	GIANT EVERGREEN LIRIOPE	1 GAL., 12" HGT., 7-9 BIBS, 18" O.C.	NO
SB	1173	SPARTINA BAKERI	SAND CORDGRASS	3 GAL., 24" HGT., 36" O.C.	YES
TV	167	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12" HGT., 12" O.C.	NO
SUBTOTAL	8986				1883 Y / 7103 N
TOTAL	17758				

NOTE:

1. A LAYER OF ORGANIC MULCH TO A MINIMUM DEPTH OF 3" SHALL BE INSTALLED AROUND ALL EXISTING AND PROPOSED TREES AND PLANT BEDS. CYPRESS MULCH SHALL NOT BE USED.
2. ALL TREES (NEW AND EXISTING) ARE TO HAVE A 5' DIAMETER MINIMUM MULCHED CIRCLE AROUND THE BASE UNLESS IT IS IN A PLANTING BED. MULCH SHALL BE NATURAL WOOD. NO CYPRESS MULCH ALLOWED. (PULL MULCH 6" BACK FROM TRUNK)
3. DO NOT CHANGE PLANT MATERIAL WITHOUT WRITTEN PERMISSION FROM THE CITY OF ORMOND BEACH.

TREE CALCULATIONS:

SITE TREE REQUIRMENTS	
SITE AREA	854,635
1 TREE PER 1500 SF =	570
LANDSCAPE AREA	497,658
516,820 SF - 19,162 SF =	
1 TREE PER 400 SF =	1244
TREES REQUIRED	1484
MITIGATION FOR PROTECTED TREES	240
MITIGATION FOR SPECIMEN TREES CREDIT	-139

MINIMUM VUA REQUIREMENTS
REQUIRED: 10%
164,109 SF x 0.1 = 16,411 SF

EXISTING TREES	
PALM TREE (3:1) 168	56
ASH TREE	1
BAY TREE	7
CEDAR TREE	1
CHINABERRY TREE	11
CYPRESS TREE	41
ELM TREE	1
MAGNOLIA TREE	34
MAPLE TREE	20
OAK TREE	137
PINE TREE	76
SWEETGUM TREE	87
TOTAL	472

VUA ISLANDS					
NUMBER	AREA (SF)	NUMBER	AREA (SF)	NUMBER	AREA (SF)
1	165	23	2795	45	165
2	488	24	175	46	165
3	165	25	165	47	165
4	165	26	165	48	165
5	188	27	165	49	238
6	204	28	165	50	1705
7	165	29	165	51	332
8	165	30	165	52	165
9	262	31	193	53	165
10	233	32	320	54	781
11	182	33	180	55	165
12	165	34	338	56	165
13	165	35	165	57	165
14	397	36	165	58	165
15	301	37	165	TOTAL	17950
16	165	38	165		
17	2663	39	165		
18	165	40	165		
19	165	41	165		
20	165	42	695		
21	165	43	165		
22	165	44	165		

SEE SHEET 67 FOR VUA LOCATIONS

EXISTING SPECIMEN TREES	
TREES	207
(SEE SHEET 51.1)	

TOTAL EXISTING TREES	679

PROPOSED TREES	
SABAL PALMS (3:1) 151	50
MAGNOLIA (2.5")	12
MAGNOLIA (3.5") 33x2	66
LITTLE GEM (2.5")	18
SILVER DATE PALM (1:1)	3
LIVE OAK (2.5")	45
LIVE OAK (3.5") 36x2	72
BALD CYPRESS (2.5")	28
BALD CYPRESS (3.5") 4x2	8
MULE PALM (3:1) 9	3
DAHOON HOLLY (2.5")	4
DAHOON HOLLY (3.5") 9x2	18
EAGLESTON HOLLY (2.5")	20
QUEEN PALM (3:1) 6	2
NELLIE HOLLY (2.5")	7
CRAPE MYRTLE (2.5")	50
EASTERN RED CEDAR (2.5")	46
TOTAL	452

AMOUNT OF EXISTING 2" to 5" TREES WITHIN TREE PRESERVATION AREA (TPA)	
PLOT AREA (100' x 100')	10,000 SF
AVERAGE TREE PLOT AREA QUANTITY	25 TREES
TREE PRESERVATION AREA	219,551 SF
TOTAL AMOUNT OF EXISTING 2" TO 5" TREES	549 TREES

TOTAL AMOUNT OF TREES PROVIDED	
SITE TREE REQUIREMENTS	497,658
TREE MITIGATION FOR PROTECTED TREES	1484
TREE MITIGATION FOR SPECIMEN TREES	-139
TOTAL TREES REQUIRED	1,345
EXISTING TREES (6" CALIPER & LARGER)	679
EXISTING TREES (2" to 5" CALIPER) WITHIN TPA	549
PROPOSED TREES	452
TOTAL TREES PROVIDED	**1,680**

MITIGATION FOR SPECIMEN TREES WAS A CREDIT OF 139 TREES USED FOR PROTECTED TREES.

LANDSCAPE NOTES:

1. ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR FLORIDA #1 OR BETTER AS DESCRIBED IN THE CURRENT "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, OR THEIR EQUAL AS DETERMINED BY THE LANDSCAPE ARCHITECT.
2. ALL MULCH SHALL BE ALL NATURAL WOOD (NO CYPRESS).
3. SOD SPECIFIED AS ST. AUGUSTINE "FLORITAM" SHALL BE 95% WEED-FREE. SOD SPECIFIED AS BAHIA SHALL BE 85% WEED-FREE. ALL SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED AND FERTILIZED.
4. SEED, IF ANY, TO MEET SOUTHERN SEED CERTIFICATION ASSOCIATION.
5. ALL DIMENSIONS SHALL BE FIELD-CHECKED BY THE LANDSCAPE CONTRACTOR PRIOR TO CONSTRUCTION, WITH ANY DISCREPANCIES REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
6. THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR; SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN WILL PREVAIL.
7. ALL MATERIALS MUST BE AS SPECIFIED ON THE LANDSCAPE PLAN. IF MATERIALS OR LABOR DO NOT ADHERE TO THE SPECIFICATIONS, THEY WILL BE REJECTED AT NO ADDITIONAL COST TO THE OWNER.
8. NO SUBSTITUTIONS OR CHANGES OF ANY KIND WILL BE ALLOWED AT THE TIME OF BIDDING SO AS TO PROVIDE FOR FAIR COMPARISON.
9. EXISTING IRRIGATION SYSTEM SHALL BE REVAMPED TO PROVIDE 100% COVERAGE.
10. THE CONTRACTOR SHALL VERIFY EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND CONDITIONS PRIOR TO HIS COMMENCEMENT OF THE ANY WORK.
11. ALL BUILDING MATERIALS AND LABOR SHALL CONFORM TO THE SOUTHERN BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
12. ALL PERMIT AND VARIANCE APPLICATIONS SHALL BE MADE BY THE CONTRACTOR.
13. PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE pH AND SOIL FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND pH FOR CORRESPONDING PLANT MATERIAL. ALL TEST RESULTS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT.
14. EQUIPMENT SHALL BE OPERATED IN A MANNER AS NOT TO INJURE OR DESTROY ANY TREES SHOWN TO REMAIN. CONTRACTOR SHALL NOT CAUSE OR ALLOW THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES TO BE RETAINED OR THOSE PROPOSED. NOR SHALL THE CONTRACTOR ALLOW THE DISPOSAL OF WASTE MATERIAL, SUCH AS PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF A TREE WITHIN THE DRIP LINE OF ANY TREE OR GROUP OF TREES. NO ATTACHMENT, WIRES (OTHER THAN PROTECTIVE GUY WIRES), SIGNS, OR PERMITS MAY BE FASTENED TO A TREE.
15. ANY EXISTING TREES CREDITED TOWARDS REQUIRED BUFFERS OR LANDSCAPE REQUIREMENTS REMOVED FOR ANY REASON SHALL BE REPLACED WITH TREES MEETING CITY APPROVAL WITH REGARDS TO SPECIES AND SIZE.
16. ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT (386) 872-7794.
17. ALL SHADE TREES AND SINGLE TRUNK UNDERSTORY TREES SHALL BE STAKED USING ARBORGUY STAKING SYSTEM FOR SINGLE STEM TREE AND ALL MULTI-TRUNK UNDERSTORY TREES SHALL BE STAKED WITH ARBORGUY MULTI-TRUNK SYSTEM.
18. ANY CHANGE IN STAKING SYSTEM MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT BEFORE BEING INSTALLED.
19. ALL UNIMPROVED AREA NOT OTHERWISE PLANTED OR MULCHED SHALL BE SODDED WITH BAHIA UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLAN.
20. PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED AS FLORIDA #1 OR BETTER ON EITHER LABELS OR INVOICES.
21. ALL PLANT MATERIAL SHALL BE GUARANTEED ONE YEAR AFTER ACCEPTANCE BY OWNER.
22. ALL TREES IN SOD TO BE IN A (4) FOOT MINIMUM-MULCHED RING AROUND.
23. TREES SHALL BE PLANTED SO THAT THE TRUNK FLARE IS EXPOSED AND TOPMOST ROOT IN THE ROOTBALL ORIGINATING FROM THE TRUNK IS AT SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL ON THE ROOTBALL.
24. ALL PLANT SPECIFICATIONS MUST BE MET OR EXCEEDED.
25. PLANT TREE SO THAT ROOTBALL IS 1"-2" ABOVE FINISH GRADE.
26. REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASS, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED AND A MINIMUM OF 3" OF CLEAN SAND WITH A pH 5.5-6.5 SHALL BE INSTALLED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.
27. FOR ALL NEW DEVELOPMENT, OR REDEVELOPMENT OF EXISTING PROPERTY, THE APPLICANT SHALL BE REQUIRED TO REMOVE ALL INVASIVE NONNATIVE PLANT SPECIES FROM THE PROPERTY PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
28. ALL EXISTING TREES AND PALMS WILL BE PROPERLY PRUNED AND CLEANED OF DEADWOOD, BROKEN BRANCHES, DEAD FROND AND VINES AS NEEDED.
29. PER SECTION 11.01.02.B.4 OF THE LAND DEVELOPMENT CODE, ANY EXPANSION PROJECT SHALL INCLUDE REPLACING PREVIOUSLY PLANTED REQUIRED LANDSCAPING AND REPAIR OF EXISTING IRRIGATION THAT HAS BEEN DAMAGED OR DIED. AS-BUILTS ARE AVAILABLE FROM THE CITY.

REVISIONS

DATE	DESCRIPTION
5/2/22	CITY COMMENTS
6/30/22	CITY COMMENTS
7/28/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084

Civil Engineering,
Transportation, CEI &
Landscape Architecture

NEWKIRK ENGINEERING INC

LANDSCAPE DETAILS AND NOTES
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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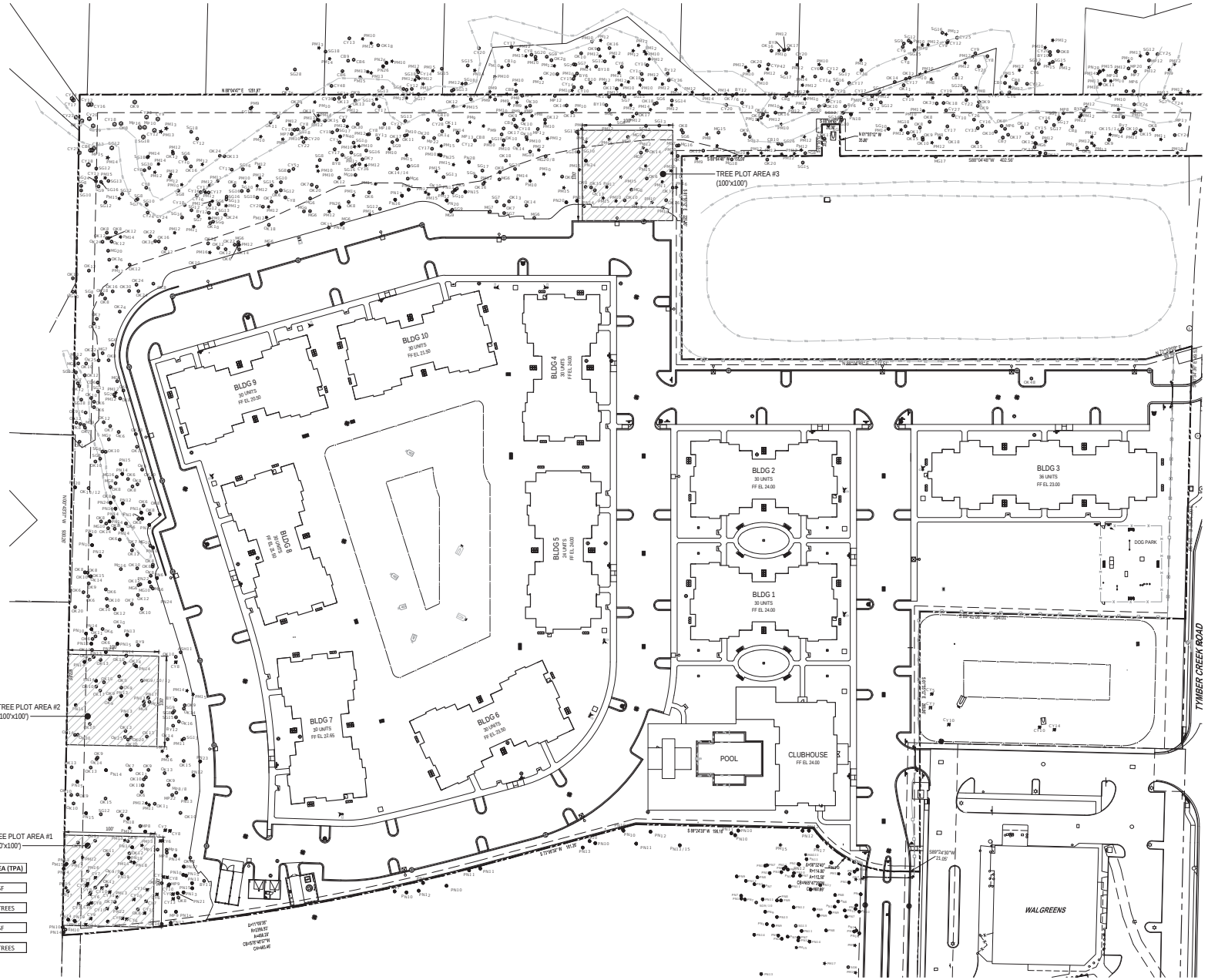
LAUREN A. ADAMS — LICENSED — NO. 6667278 — STATE OF FLORIDA — LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

72



OVERALL TREE LEGEND :

EXISTING

ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

TREE PLOT AREA #1		
CAL @ DBH	VARIETY	QTY
3"	BAY	1
5"	BAY	3
2.5"	CYPRESS	4
3"	CYPRESS	8
3.5"	CYPRESS	1
4"	CYPRESS	1
4.5"	CYPRESS	3
5"	CYPRESS	3
5.5"	CYPRESS	2
5.75"	CYPRESS	2
2.5"	OAK	1
2.5"	PINE	1
5"	PINE	3
5.5"	PINE	1
	TOTAL	34

TREE PLOT AREA #2		
CAL @ DBH	VARIETY	QTY
3"	BAY	1
4.5"	BAY	2
2.5"	MAGNOLIA	2
3.5"	MAGNOLIA	1
4"	MAGNOLIA	1
4.5"	MAPLE	2
4.5"	OAK	1
5"	OAK	2
5.5"	OAK	2
	TOTAL	14

TREE PLOT AREA #3		
CAL @ DBH	VARIETY	QTY
3"	MAGNOLIA	1
3.75"	MAGNOLIA	1
4"	MAGNOLIA	4
4.5"	MAGNOLIA	1
5"	MAGNOLIA	3
5.5"	MAGNOLIA	2
2.5"	OAK	2
3.5"	OAK	1
4"	OAK	1
4.25"	OAK	1
5"	OAK	3
5.5"	OAK	2
3.5"	SWEETGUM	1
4"	SWEETGUM	1
4.5"	SWEETGUM	1
5.5"	SWEETGUM	2
	TOTAL	27

AMOUNT OF EXISTING 2" to 5" TREES WITHIN TREE PRESERVATION AREA (TPA)	
PLOT AREA (100' x 100')	10,000 SF
AVERAGE TREE PLOT AREA QUANTITY	25 TREES
TREE PRESERVATION AREA	219,551 SF
TOTAL AMOUNT OF EXISTING 2" TO 5" TREES	549 TREES

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS

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Phone (386) 672-7794
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NEWKIRK ENGINEERING INC.

TREE CREDIT CALCULATION PLAN

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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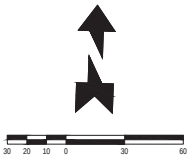
LAUREN A. ADAMS
LICENSED
NO. 6667278
STATE OF FLORIDA
LANDSCAPE ARCHITECT

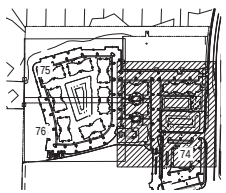
LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 50'

DRAWING NUMBER

73





KEY MAP
NOT TO SCALE

OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	By
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	Cy
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

LEGEND:

EXISTING TREE (No. INDICATES SIZE)

TREE TO BE REMOVED

CITY OF ORMOND BEACH TREE MITIGATION:

PROTECTED TREE MITIGATION	
1 NUMBER OF PROTECTED TREES TO BE REMOVED DUE TO IMPERVIOUS CONSTRUCTION	562 trees
2 REMAINDER OF PROTECTED TREES TO BE REMOVED DUE TO OTHER CONSTRUCTION	376 trees
3 CALCULATE PRESERVED TREE DENSITY. DIVIDE PRESERVED PROTECTED TREES BY TOTAL AREA 781 TREES / 19.62 ACRES =	40 trees/ac.
TREE DENSITY LESS THAN 50 TREES/ACRE, PROCEED TO STEP #4 OR TREE TREE DENSITY MORE THAN 50 TREES/ACRE, PROCEED TO STEP #5	
4 ENTER NUMBER OF TREES FROM LINE #1 562 / 2	281 trees
ENTER NUMBER OF TREES PROVIDED IN NUMBER 2	376 trees
PROTECTED TREE MITIGATION TOTAL	657 trees

PROPOSED TREE CREDITS ABOVE MINIMUM	
TOTAL MITIGATION REQUIRED	trees

SPECIMEN TREE REQUIREMENTS	
TOTAL SPECIMEN TREES	398
SITE AREA (AC)	19.62
SPECIMEN TREES PER ACRE	20.29
PRESERVED TREES REQUIRED (4 PER ACRE)	78
SPECIMEN TREES PRESERVED	207

MITIGATION TOTAL	314
CREDIT TOTAL	453
4.5" TREES REQ.	-139

SUMMARY	
PROTECTED TREE MITIGATION	
TOTAL 2.5" TREES REQUIRED	657
(174) SPECIMEN TREES (3 TREE CREDITS)	522
657 REQUIRED MITIGATION - 522 CREDITS	135

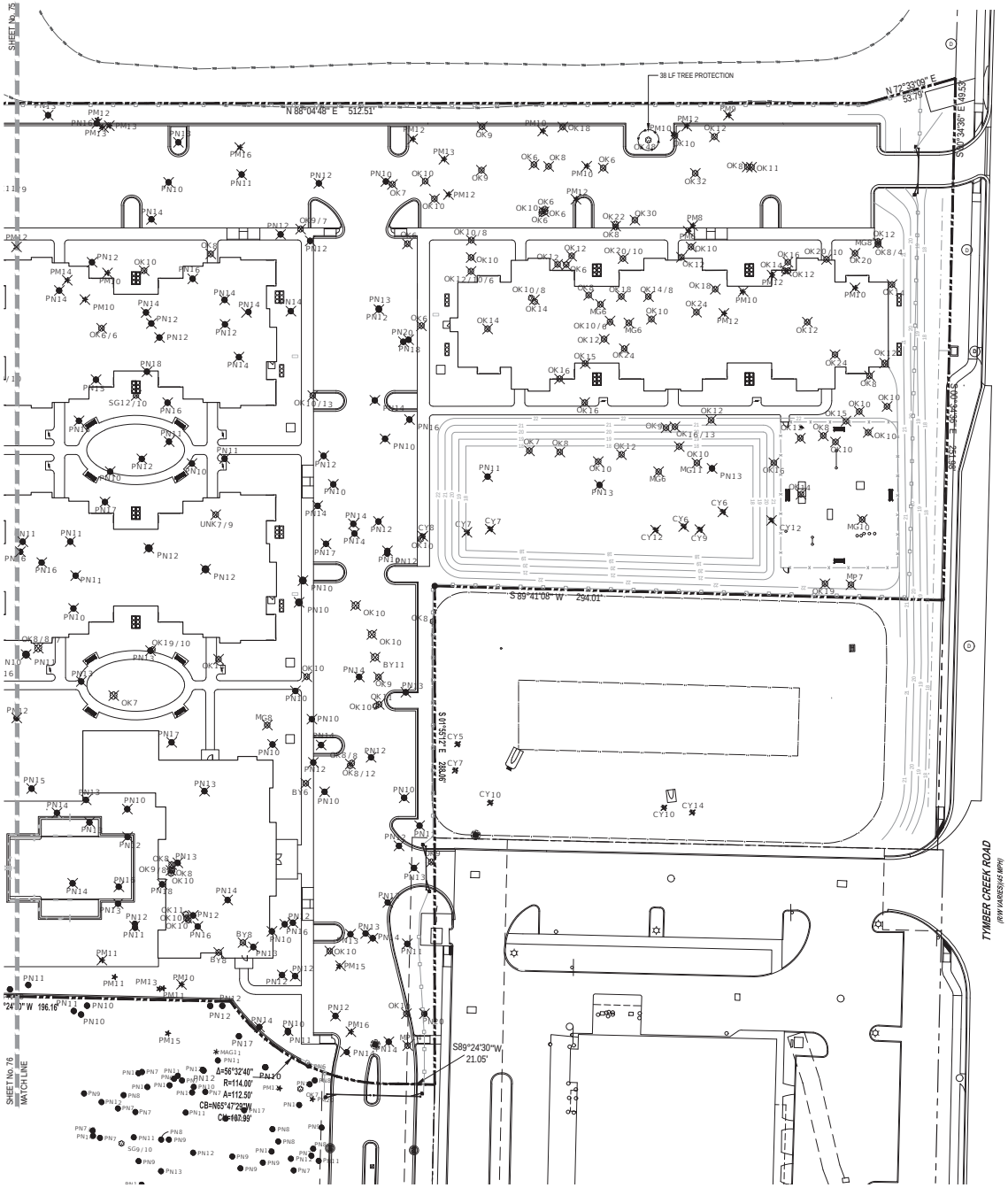
MITIGATION FOR SPECIMEN TREES WAS A CREDIT OF 139 TREES USED FOR PROTECTED TREES.

SPECIMEN TREES TO BE SAVED

CAL @ DBH	VARIETY	QTY	# OF 4.5" CAL TREES TO MITIGATE	TOTAL	TREE FUND EQUAL	TREE FUND TOTAL
12	CYPRESS	7	1	7	$307.00	$2,149.00
12	OAK	25	1	25	$307.00	$7,675.00
12	MAGNOLIA	2	1	2	$307.00	$614.00
12	BAY	2	1	2	$307.00	$614.00
13	BAY	1	1	1	$360.00	$360.00
13	OAK	19	1	19	$360.00	$6,840.00
13	CYPRESS	4	1	4	$360.00	$1,440.00
14	OAK	19	1	19	$418.00	$7,942.00
15	OAK	10	2	20	$480.00	$4,800.00
15	CYPRESS	1	2	2	$480.00	$480.00
15	MAGNOLIA	1	2	2	$480.00	$480.00
16	OAK	8	2	16	$546.00	$4,368.00
16	MAGNOLIA	3	2	6	$546.00	$1,638.00
16	CYPRESS	5	2	10	$546.00	$2,730.00
17	CYPRESS	7	2	14	$616.00	$4,312.00
17	OAK	8	2	16	$616.00	$4,928.00
17	MAGNOLIA	1	2	2	$616.00	$616.00
18	OAK	7	2	14	$690.00	$4,830.00
18	SWEETGUM	7	2	14	$690.00	$4,830.00
18	MAGNOLIA	2	2	4	$690.00	$1,380.00
18	CYPRESS	5	2	10	$690.00	$3,450.00
19	CYPRESS	4	2	8	$769.00	$3,076.00
20	OAK	6	2	12	$853.00	$5,118.00
20	SWEETGUM	2	2	4	$853.00	$1,706.00
20	MAGNOLIA	2	2	4	$853.00	$1,706.00
20	CYPRESS	3	2	6	$853.00	$2,559.00
22	OAK	4	3	12	$1,032.00	$4,128.00
22	MAPLE	2	3	6	$1,032.00	$2,064.00
22	CYPRESS	2	3	6	$1,032.00	$2,064.00
23	CYPRESS	1	3	3	$1,120.00	$1,120.00
24	OAK	7	3	21	$1,220.00	$8,540.00
24	SWEETGUM	1	3	3	$1,220.00	$1,220.00
24	CYPRESS	4	3	12	$1,220.00	$4,880.00
25	CYPRESS	1	4	4	$1,332.00	$1,332.00
25	OAK	2	4	8	$1,332.00	$2,664.00
26	SWEETGUM	1	4	4	$1,441.00	$1,441.00
26	CYPRESS	2	4	8	$1,441.00	$2,882.00
27	CYPRESS	2	4	8	$1,554.00	$3,108.00
28	CYPRESS	2	4	8	$1,671.00	$3,342.00
30	SWEETGUM	1	5	5	$1,919.00	$1,919.00
30	OAK	5	5	25	$1,919.00	$9,595.00
32	SWEETGUM	1	6	6	$2,183.00	$2,183.00
33	CYPRESS	1	6	6	$2,308.00	$2,308.00
36	OAK	1	7	7	$2,763.00	$2,763.00
36	CYPRESS	2	7	14	$2,763.00	$5,526.00
37	OAK	1	7	7	$2,902.00	$2,902.00
48	OAK	1	12	12	$4,911.00	$4,911.00
48	CYPRESS	1	12	12	$4,911.00	$4,911.00
52	CYPRESS	1	13	13	$5,731.00	$5,731.00
TOTAL		207	SPECIMEN TREE CREDIT TOTAL	453		$162,175.00

SPECIMEN TREES TO BE REMOVED

CAL @ DBH	VARIETY	QTY	# OF 4.5" CAL TREES TO MITIGATE	TOTAL	TREE FUND EQUAL	TREE FUND TOTAL
12	OAK	42	1	42	$307.00	$12,894.00
12	CYPRESS	4	1	4	$307.00	$1,228.00
12	BAY	2	1	2	$307.00	$614.00
13	OAK	16	1	16	$360.00	$5,760.00
14	OAK	37	1	37	$418.00	$15,466.00
14	MAGNOLIA	1	1	1	$418.00	$418.00
14	BAY	1	1	1	$418.00	$418.00
15	OAK	12	2	24	$480.00	$5,760.00
15	CYPRESS	1	2	2	$480.00	$480.00
16	OAK	21	2	42	$546.00	$13,466.00
17	OAK	4	2	8	$616.00	$2,464.00
18	OAK	12	2	24	$690.00	$8,280.00
19	OAK	3	2	6	$769.00	$2,307.00
20	OAK	11	2	22	$853.00	$9,383.00
21	OAK	3	3	9	$940.00	$2,820.00
22	OAK	4	3	12	$1,032.00	$4,128.00
23	OAK	1	3	3	$1,120.00	$1,120.00
24	OAK	11	3	33	$1,220.00	$13,420.00
25	OAK	1	4	4	$1,332.00	$1,332.00
30	OAK	2	5	10	$1,919.00	$3,838.00
32	OAK	2	6	12	$2,183.00	$4,366.00
TOTAL		191	SPECIMEN TREE MITIGATION TOTAL	314		$107,962.00



REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
6/30/22	CITY COMMENTS

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Ormond Beach, FL 32174
Phone (386) 872-7794
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LC. # 26001084
Civil Engineering,
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NEWKIRK ENGINEERING INC.

TREE REMOVAL PLAN (SHT. 1 OF 3)
TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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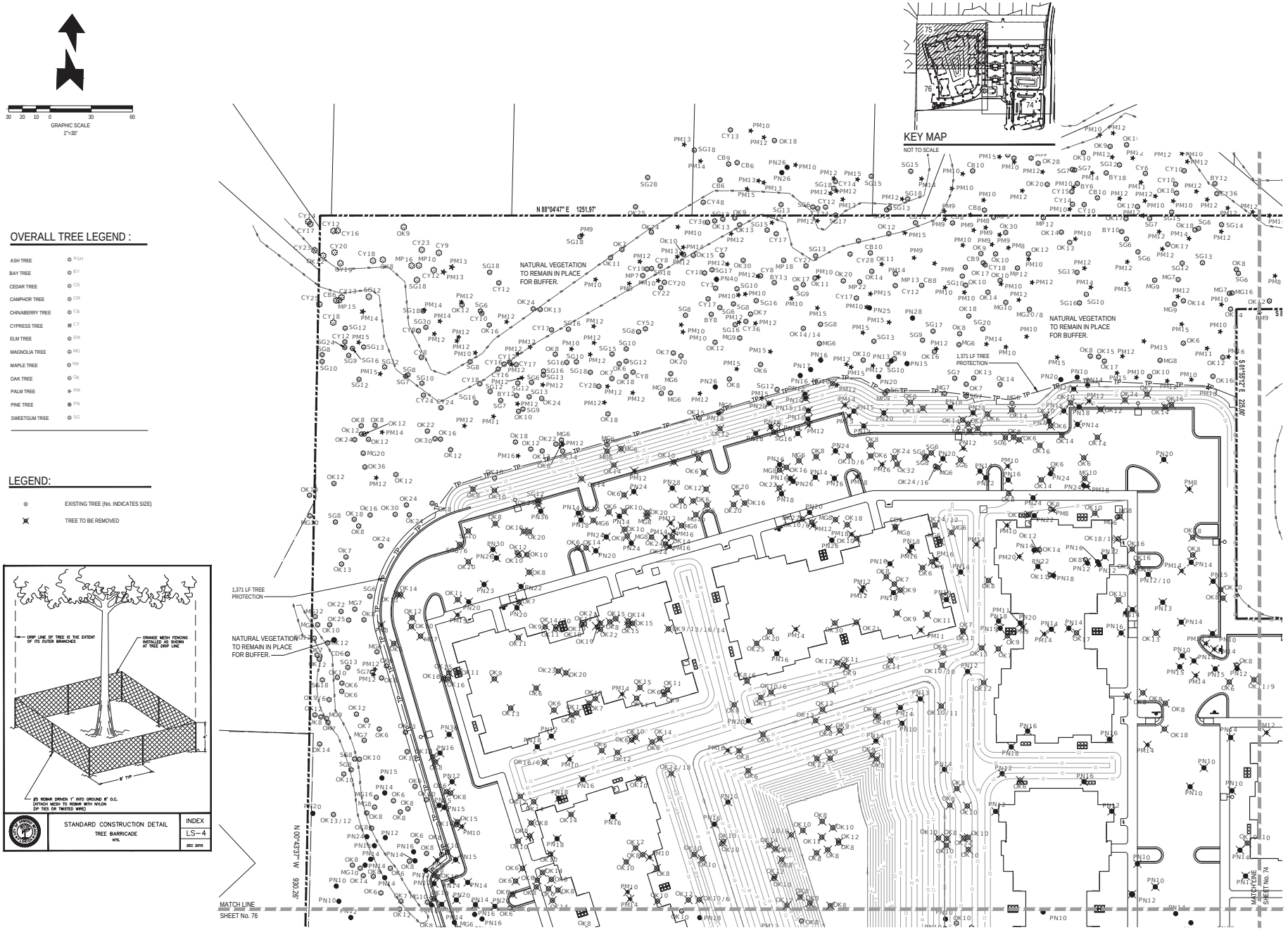
LAUREN A. ADAMS LICENSED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

74



OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	Mp
OAK TREE	Ok
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

LEGEND:

- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED

STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS

INDEX LS-4

DEC 2015

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK

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Phone (386) 672-7794
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NEWKIRK ENGINEERING INC.

TREE REMOVAL PLAN (SHT. 2 OF 3)
TYMBER CREEK APARTMENTS

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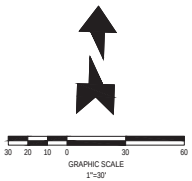
LAUREN W. ADAMS LICENSED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

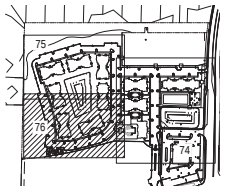
LAUREN ADAMS, RLA # 6667278

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SCALE:	1" = 30'

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75





KEY MAP
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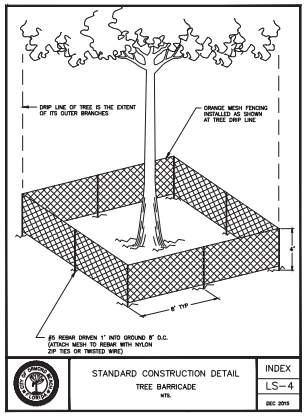
LEGEND:

- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED

OVERALL TREE LEGEND :

ASH TREE	ASH
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CHINABERRY TREE	CB
CYPRESS TREE	CY
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PINE TREE	PN
SWEETGUM TREE	SG





STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS.

INDEX
LS-4
DEC 2015

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK

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TREE REMOVAL PLAN (SHT. 3 OF 3)
TYMBER CREEK APARTMENTS

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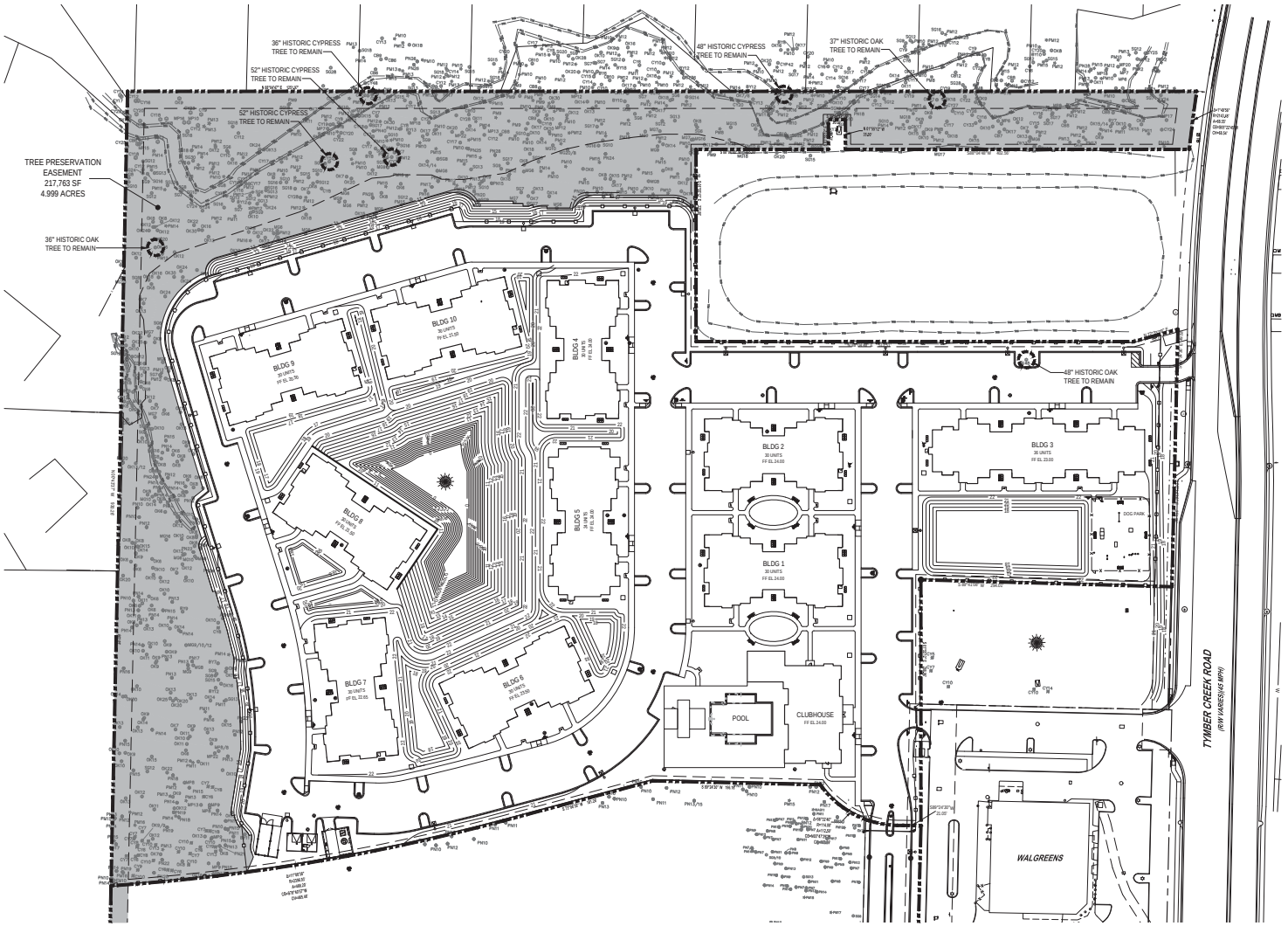
LAUREN A. ADAMS LICENSED LANDSCAPE ARCHITECT NO. 6667278 STATE OF FLORIDA

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

76



60 40 20 0 60 120
GRAPHIC SCALE
1"=60'

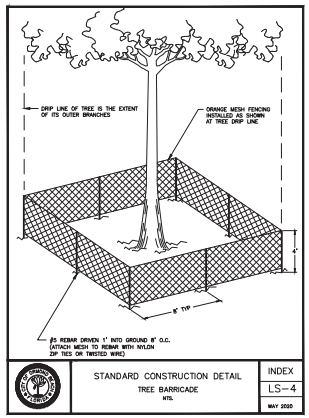
TREE PRESERVATION AREA REQUIREMENT:

REQUIRED TREE PRESERVATION = 15.0%
REQUIRED TREE PRESERVATION = 854, 635 SF x 0.15 = 128,195 SF (15.0%)

TREE PRESERVATION AREA PROVIDED	217,763 SF = 4.999 ACRES
TOTAL TREE PRESERVATION AREA	217,763 SF / 854,635 SF = 25.5%

LEGEND

TREE PRESERVATION AREA (25.5%)



STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS.

INDEX
LS-4
MAY 2020

REVISIONS

DATE	DESCRIPTION
4 7 22	TITLE BLOCK
10 25 22	OWNER

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TREE PRESERVATION PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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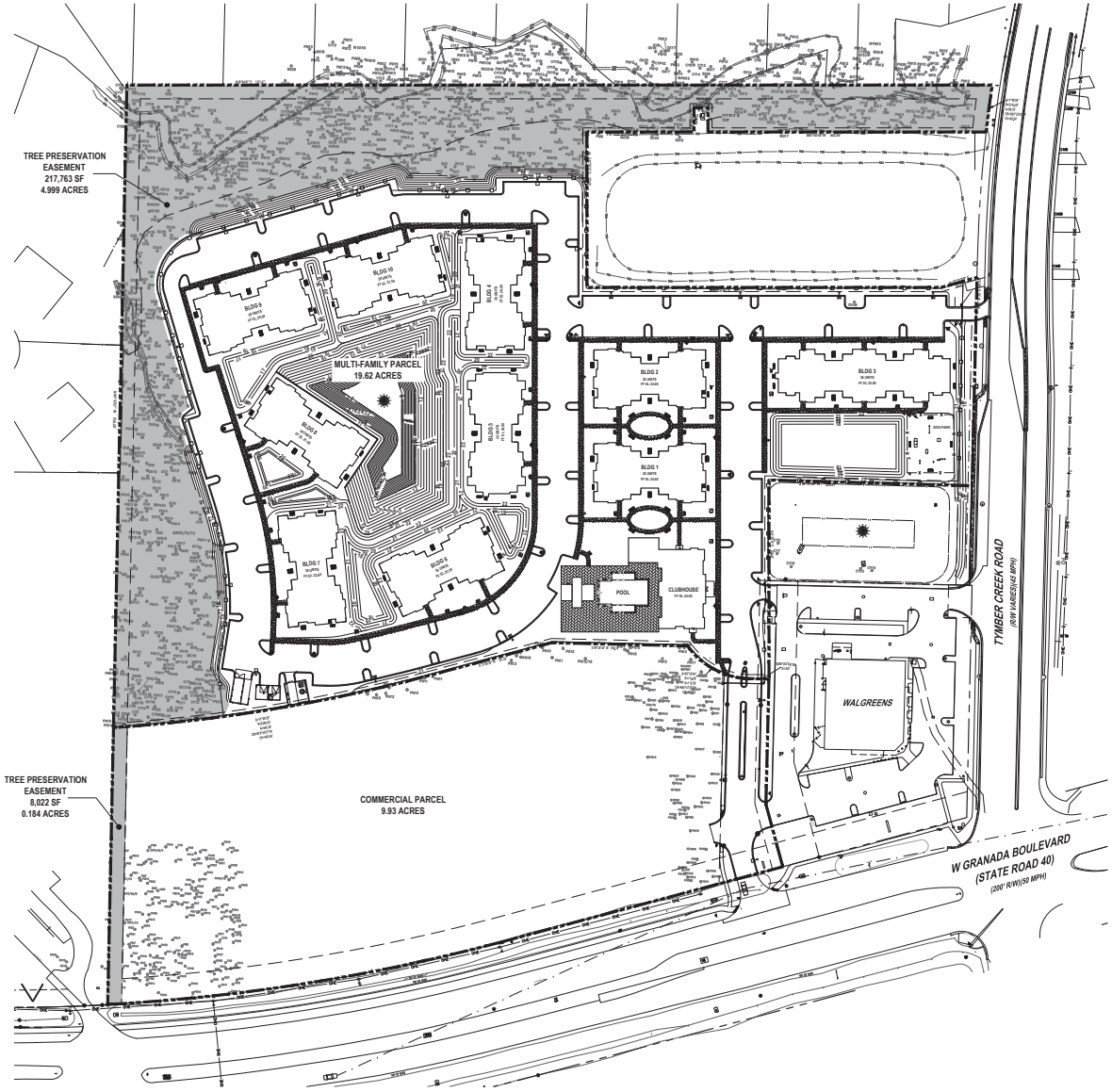
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SCALE:	1" = 60'

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83



80 40 0 80 160

GRAPHIC SCALE
1"=80'

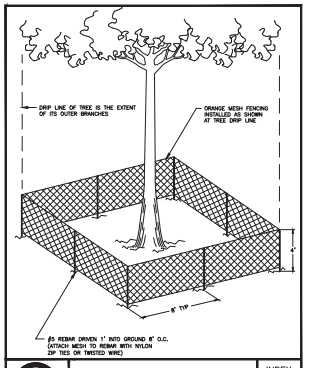
OVERALL TREE PRESERVATION AREA REQUIREMENT:

COMMERCIAL & MULTI-FAMILY
TREE PRESERVATION AREA REQUIRED = 15%
0.15 x (9.93 + 19.62) = 4.433 ACRES
TREE PRESERVATION AREA PROVIDED
MULTI-FAMILY 4.999 ACRES
COMMERCIAL 0.184 ACRES

OVERALL TOTAL TREE PRESERVATION AREA 5.183 ACRES (17.5%)
5.183 / (9.93 + 19.62) = 17.5%

LEGEND

TREE PRESERVATION AREA (17.5%)



STANDARD CONSTRUCTION DETAIL
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NTS.

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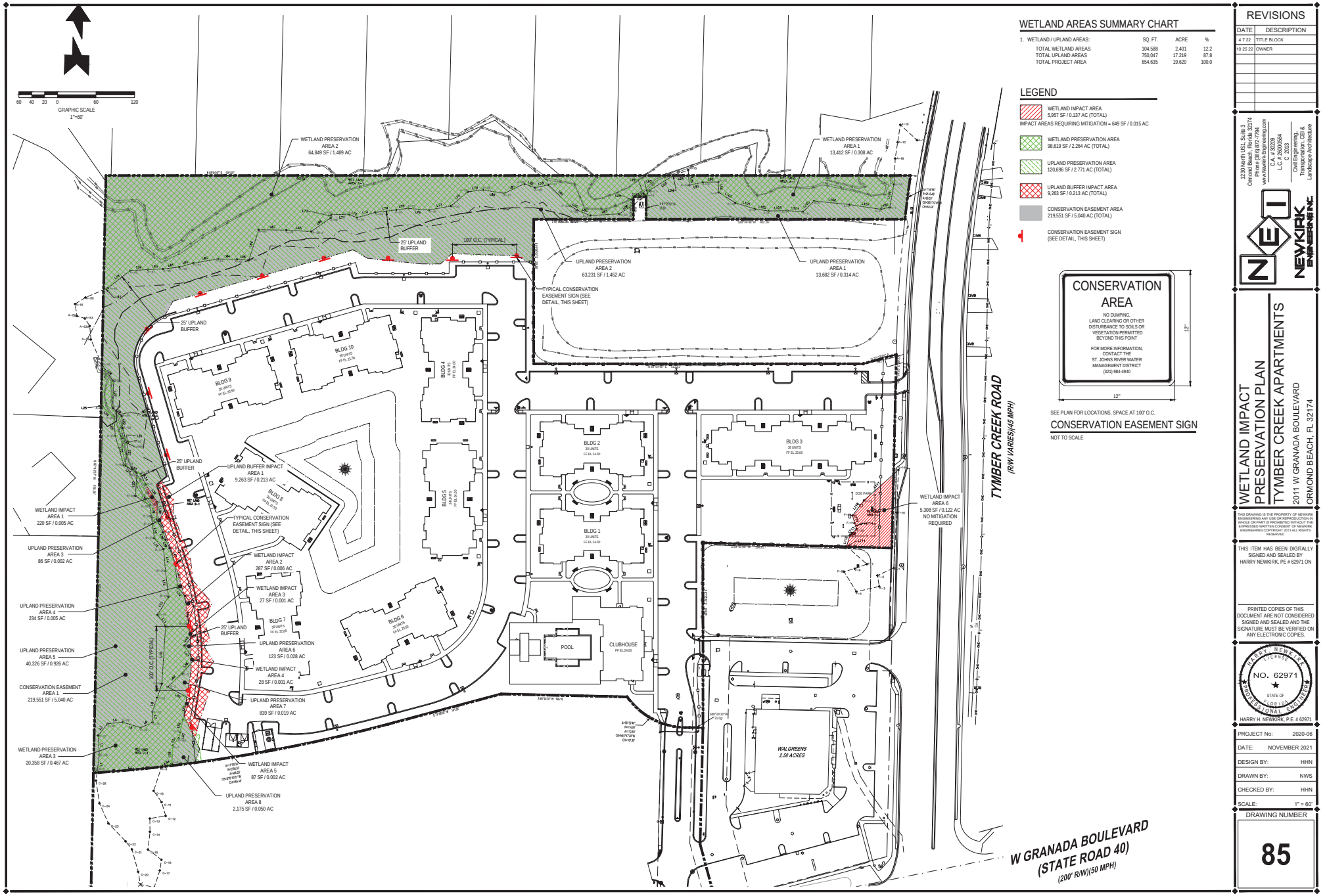
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HARRY H. NEWKIRK, P.E. # 62971

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DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 0'

DRAWING NUMBER

84



WETLAND AREAS SUMMARY CHART

1. WETLAND / UPLAND AREAS:	SQ. FT.	ACRE	%
TOTAL WETLAND AREAS	104,588	2.401	12.2
TOTAL UPLAND AREAS	750,047	17.219	87.8
TOTAL PROJECT AREA	854,635	19.620	100.0

LEGEND

- WETLAND IMPACT AREA
  5,957 SF / 0.137 AC (TOTAL)
  IMPACT AREAS REQUIRING MITIGATION = 649 SF / 0.015 AC
- WETLAND PRESERVATION AREA
  98,619 SF / 2.264 AC (TOTAL)
- UPLAND PRESERVATION AREA
  120,696 SF / 2.771 AC (TOTAL)
- UPLAND BUFFER IMPACT AREA
  9,263 SF / 0.213 AC (TOTAL)
- CONSERVATION EASEMENT AREA
  219,551 SF / 5.040 AC (TOTAL)
- CONSERVATION EASEMENT SIGN
  (SEE DETAIL, THIS SHEET)

CONSERVATION AREA

NO DUMPING, LAND CLEARING OR OTHER DISTURBANCE TO SOILS OR VEGETATION PERMITTED BEYOND THIS POINT

FOR MORE INFORMATION, CONTACT THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (321) 984-4940

12" x 12"

SEE PLAN FOR LOCATIONS, SPACE AT 100' O.C.

CONSERVATION EASEMENT SIGN

NOT TO SCALE

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WETLAND IMPACT PRESERVATION PLAN
TYMBER CREEK APARTMENTS

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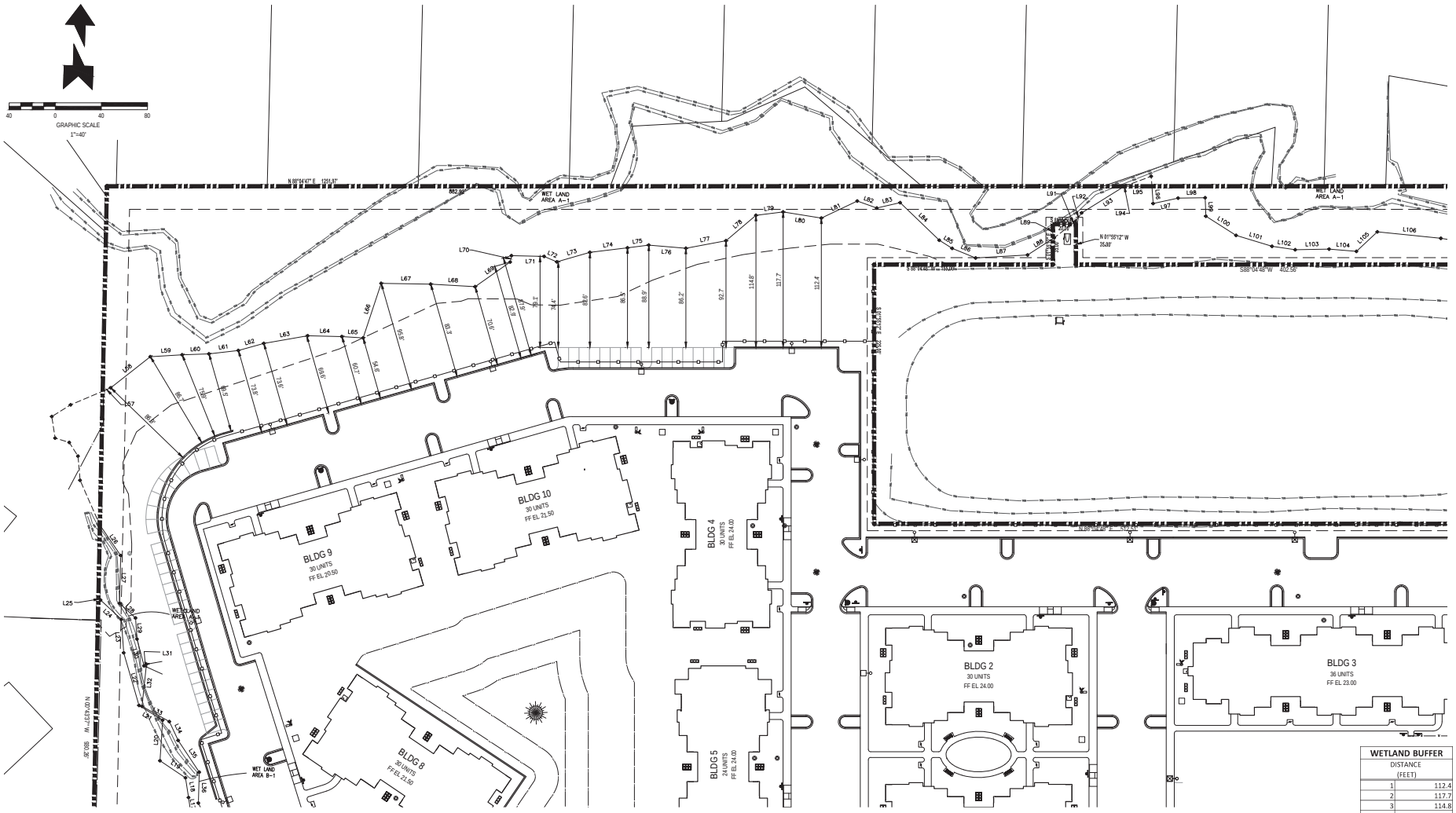
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SCALE:	1" = 60'

DRAWING NUMBER

85



LITTLE TOMOKA RIVER WETLAND BUFFER SETBACK

1. REQUIRED WETLAND SETBACK = 75' AVERAGE
2. PROVIDED WETLAND SETBACK = 83.6' AVERAGE

WETLAND BUFFER DISTANCE (FEET)	
1	112.4
2	117.7
3	114.8
4	92.7
5	86.2
6	88.9
7	86.5
8	82.6
9	74.4
10	79.1
11	87.9
12	82.9
13	70.6
14	83.3
15	95.8
16	54.6
17	60.7
18	69.6
19	73.6
20	73.8
21	69.5
22	75.9
23	86.7
24	86.9
AVERAGE	83.6

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WETLAND BUFFER EXHIBIT
TYMBER CREEK APARTMENTS
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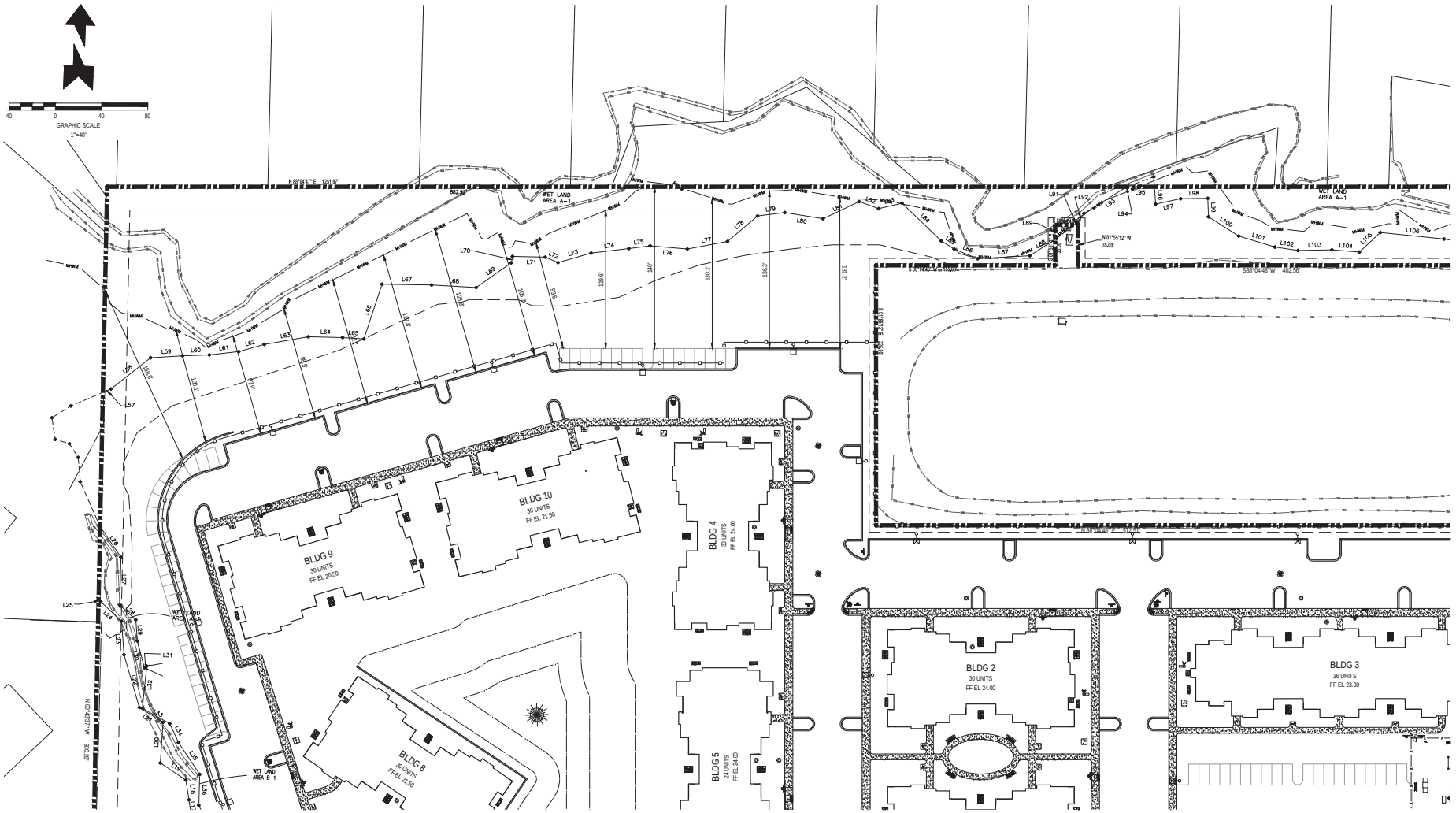
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SCALE:	1" = 40'

DRAWING NUMBER

86



MEAN HIGH WATER MARK	
DISTANCE (FEET)	
1	131.2
2	136.3
3	130.1
4	140
5	119.6
6	101
7	105.7
8	128.8
9	119.8
10	111
11	98.5
12	87.9
13	100.1
14	158.6
AVERAGE	119.2

BLUFF HEIGHT	(FEET NAVD)	MHWM (FEET NAVD)	BLUFF HEIGHT (FEET)
1	17.12	2.4	14.7
2	16.72	2.4	14.3
3	15.69	2.4	13.3
4	13.60	2.4	11.2
5	11.84	2.4	9.4
6	11.23	2.4	8.8
7	12.55	2.4	10.2
8	14.83	2.4	12.4
9	14.94	2.4	12.5
10	14.95	2.4	12.6
11	14.22	2.4	11.8
12	13.03	2.4	10.6
13	12.25	2.4	9.9
14	11.73	2.4	9.3
AVERAGE BLUFF HEIGHT		11.5	

GRADING LEGEND:

MHWM — MEAN HIGH WATER MARK

BLUFF ELEVATION

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MEAN JIGH WATER MARK
BUFFER EXHIBIT
TYMBER CREEK APARTMENTS
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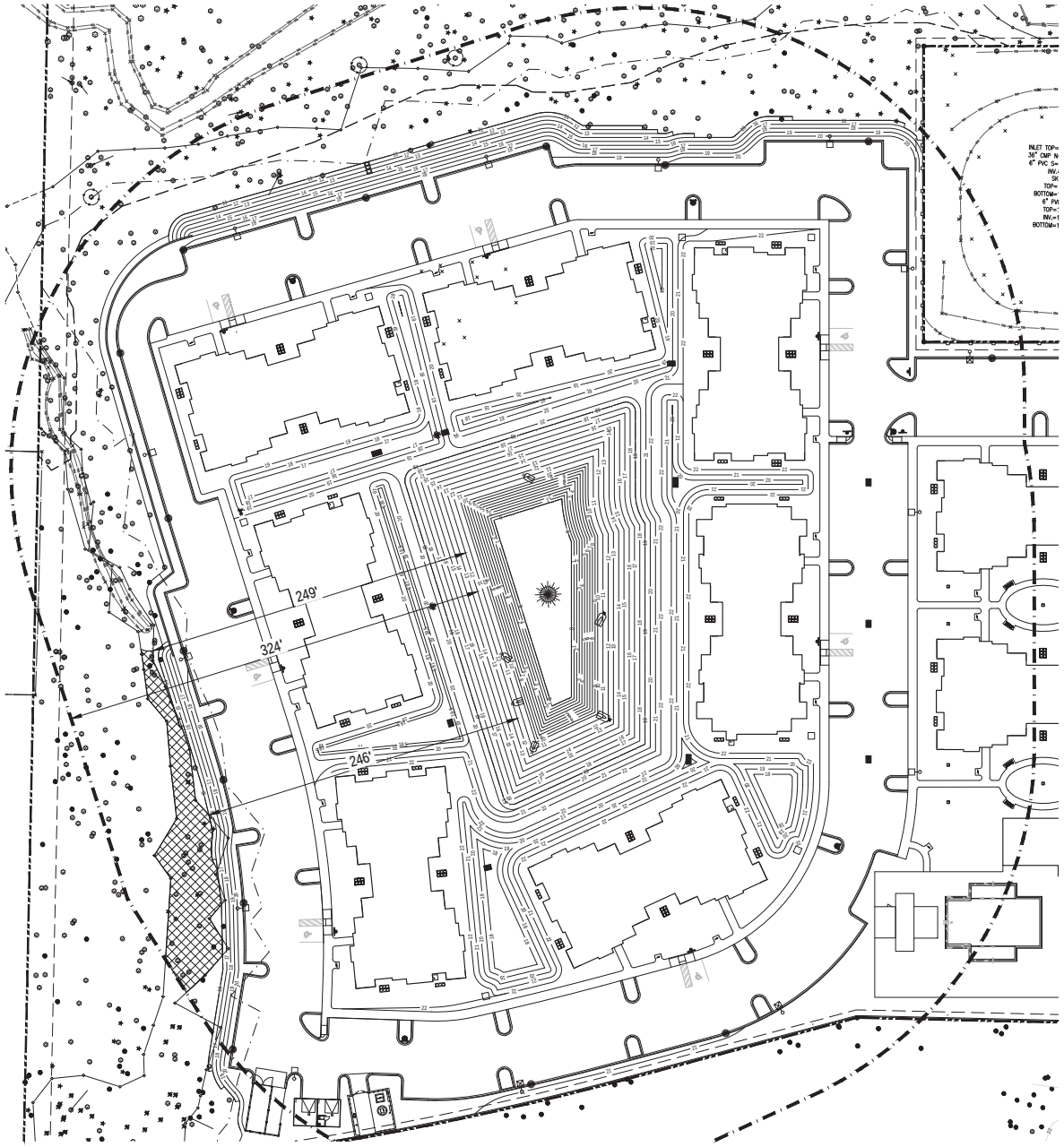
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

87



GRAPHIC SCALE
1"=40'

LEGEND

WETLAND AREAS ABOVE EL 12.0 WITHIN RADIUS OF INFLUENCE

RADIUS OF INFLUENCE LIMIT

WETLAND DRAWDOWN ANALYSIS

THE PROPOSED WET POND IS DESIGNED TO PASSIVELY DEWATER THE PROJECT SITE BY SETTING THE CONTROL ELEVATION BELOW THE AVERAGE GROUNDWATER TABLE ELEVATION. TO ENSURE DEWATERING THE SITE WILL NOT CREATE ADVERSE HYDROLOGIC IMPACTS TO ADJACENT WETLANDS THE WET POND RADIUS OF INFLUENCE MUST BE DETERMINED.

USING SICHARDT'S EQUATION THE POND RADIUS OF INFLUENCE WAS DETERMINED TO BE 324 FT. WETLAND DRAWDOWN WAS CALCULATED FOR THE TWO POINTS NEAREST TO THE WET POND. WETLAND AREAS BELOW EL 12.0 (POND NWL) WERE NOT CONSIDERED AS THEY ARE BELOW THE PROPOSED WATER TABLE. THE MAXIMUM DRAWDOWN IN ADJACENT WETLANDS WAS FOUND TO BE 0.00436 FT OR 0.05 INCHES. DUE TO THE NEGLIGIBLE CHANGE IN GROUND WATER LEVELS IT CAN BE CONCLUDED THAT ADJACENT WETLANDS WILL NOT BE ADVERSELY IMPACTED BY THE DRAWDOWN OF THE GROUNDWATER TABLE CAUSED BY THE POND.

CALCULATIONS ARE SHOWN IN THE TABLE BELOW.

Radius of Influence (Sichardt's Equation) & Dewatering Volumes

Project Name:	**Tymber Creek Apartments**
Location :	**Ormond Beach, Volusia County**

Variable	Value	US Units	Value	Metric Units
Hydraulic Conductivity (k)	14	ft/day	0.000049	m/sec
Aquifer Thickness (H)	100	ft	30.48	m
Depth to Groundwater	0	ft	0.00	m
Excavation Depth	10	ft	3.05	m
Pond Length (a)	266	ft	81.08	m
Pond Width (b)	150	ft	45.72	m
Number of Extraction Points (n)	1		1	
Time	1440	min	1440	min

Calculation of Radius of Influence (R_0) for an open hole

$$R_0 = 3000 \times (H - h) \times \sqrt{K}$$

h = H-(Excavation Depth - Depth to Water) =	27.43	m
H - h =	3.05	m
Radius of Influence (R_0) =	64.26	m

Calculation of Effective Radius (R_e) for rectangular excavation areas

$$r_e = \sqrt{(a \times b)/\pi}$$

r_e =	34.34997886	m

Calculation of Max Total Influence ($R_0 + r_e$) =	98.61	m
	324	ft

Drawdown at Distance (s_0)

$$s_2 = \left(\frac{Kh}{2\pi Kh \times \frac{Q}{}}\right) \times \ln\left(\frac{R}{r_2}\right)$$

r_2 (1)	249	ft
s_2 (1)	0.00417	ft
r_2 (2)	246	ft
s_2 (2)	0.00436	ft

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811 Know what's below. Call before you dig.

ADJACENT WETLAND DRAWDOWN ANALYSIS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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BUILDING TO BUILDING
SETBACK EXHIBIT
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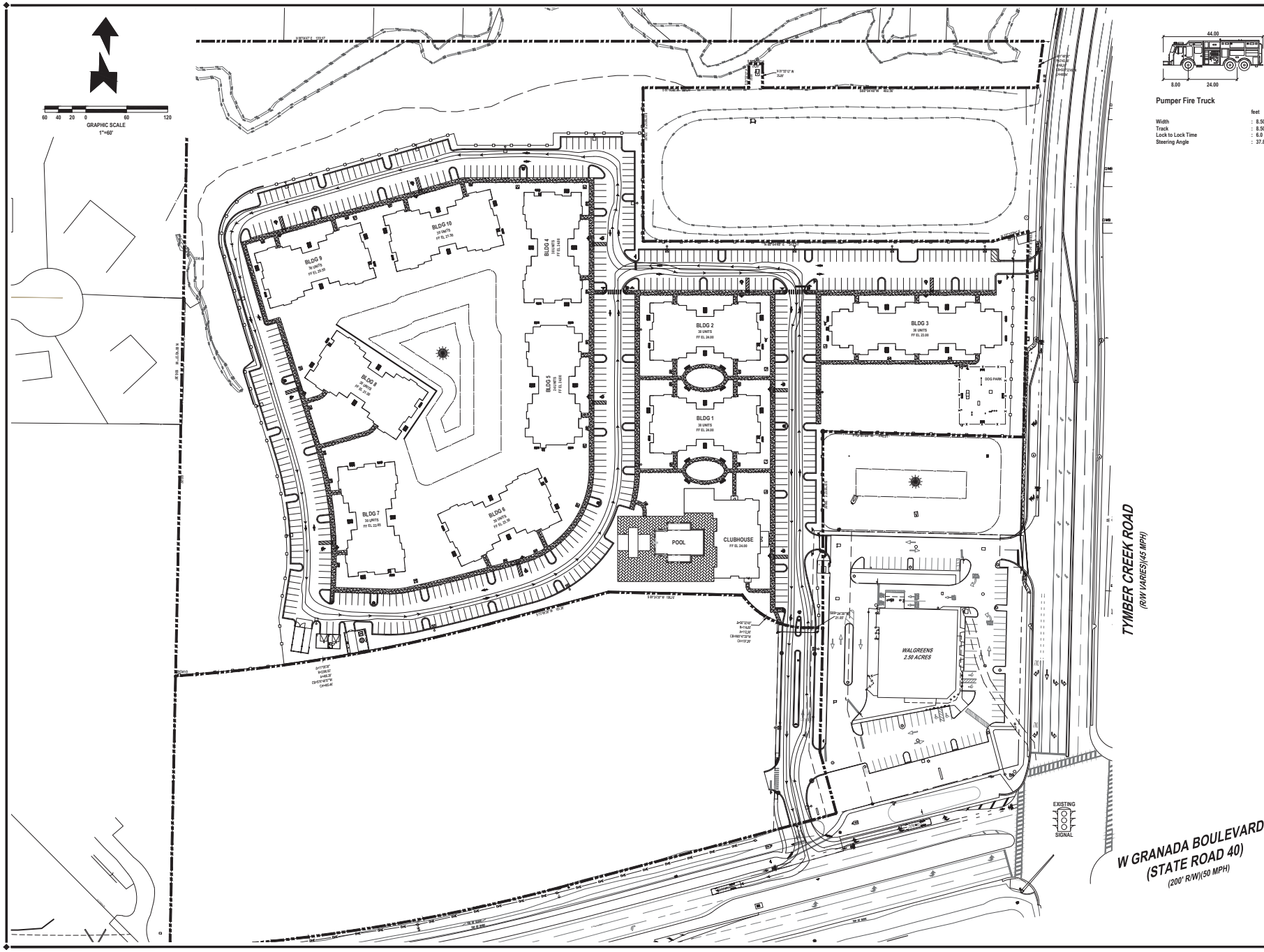
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AUTOTURN TRUCK PLAN
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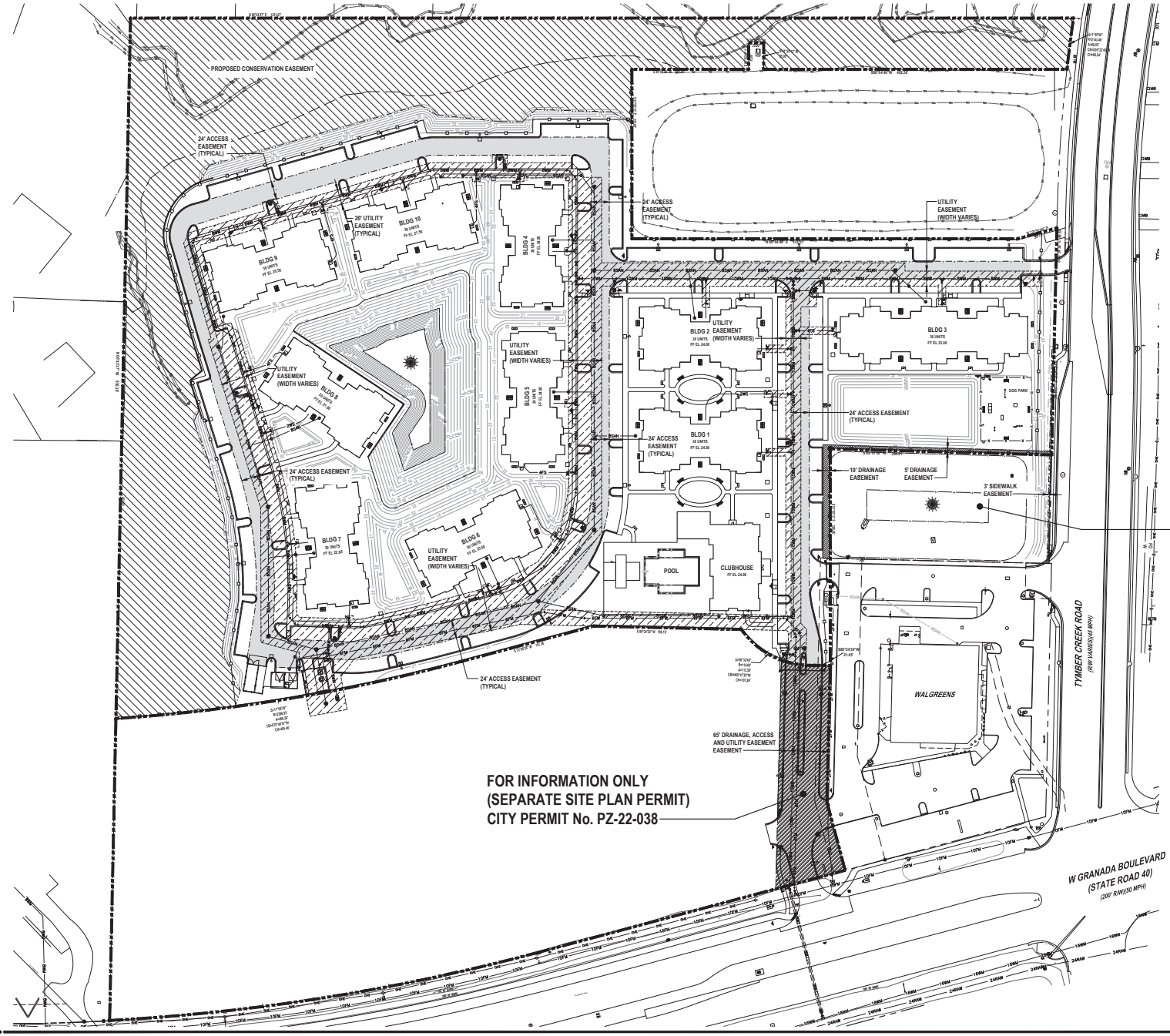
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SCALE:	1" = 60'

DRAWING NUMBER

89



GRAPHIC SCALE
1"=60'

EASEMENT LEGEND:

- PROPOSED ACCESS EASEMENT
- PROPOSED UTILITY EASEMENT
- PROPOSED CONSERVATION EASEMENT
- PROPOSED SIDEWALK EASEMENT
- PROPOSED DRAINGE, ACCESS AND UTILITY EASEMENT
- PROPOSED DRAINAGE EASEMENT

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EASEMENT PLAN
TYMBER CREEK APARTMENTS
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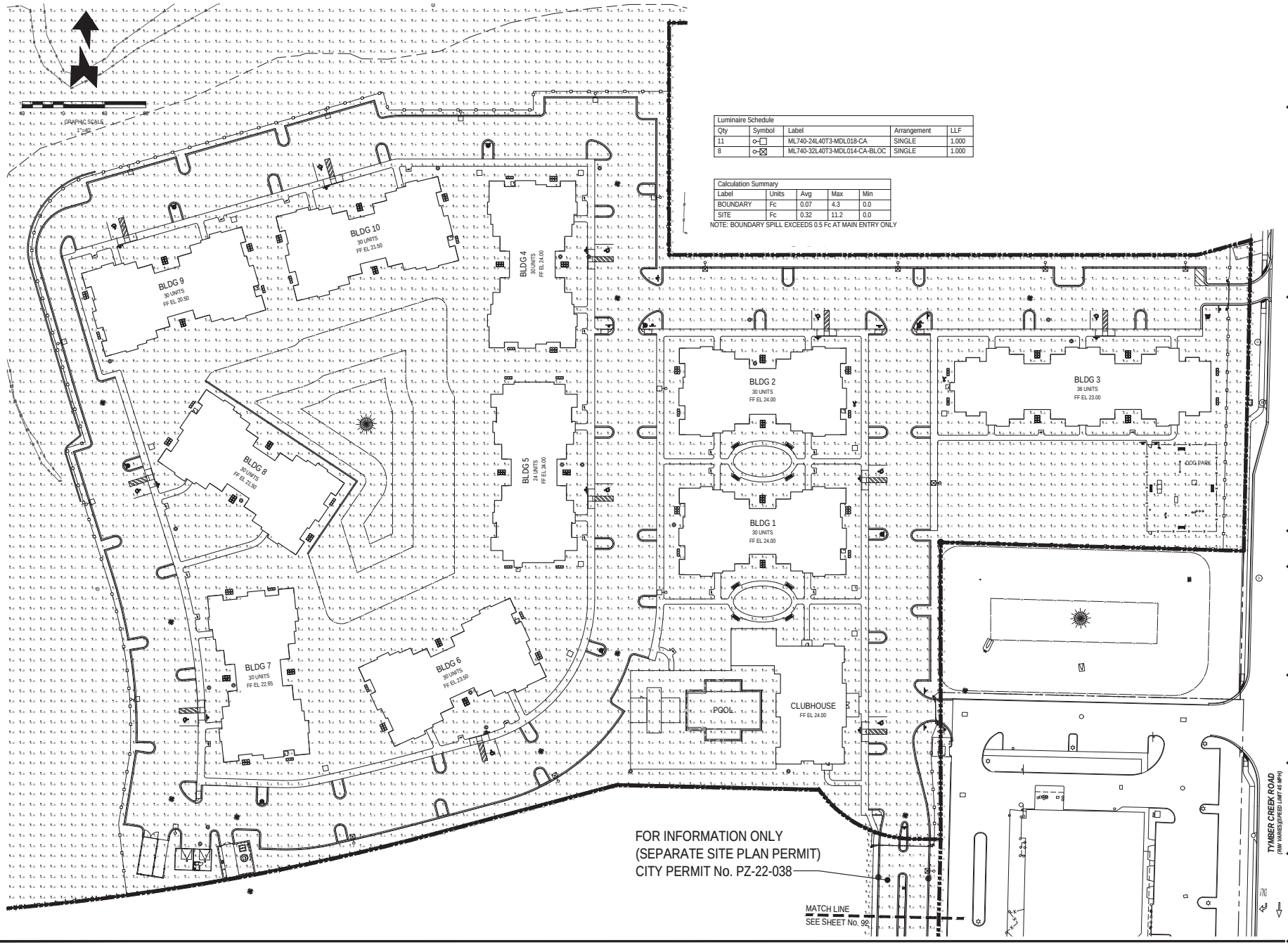
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SCALE:	1"= 60'

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Luminaire Schedule				
Qty	Symbol	Label	Arrangement	LLF
11		ML740-24L40T3-MDL018-CA	SINGLE	1.000
8		ML740-32L40T3-MDL014-CA-BLOC	SINGLE	1.000

Calculation Summary				
Label	Units	Avg	Max	Min
BOUNDARY	Fc	0.07	4.3	0.0
SITE	Fc	0.32	11.2	0.0

NOTE: BOUNDARY SPILL EXCEEDS 0.5 Fc AT MAIN ENTRY ONLY

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PHOTOMETRIC PLAN
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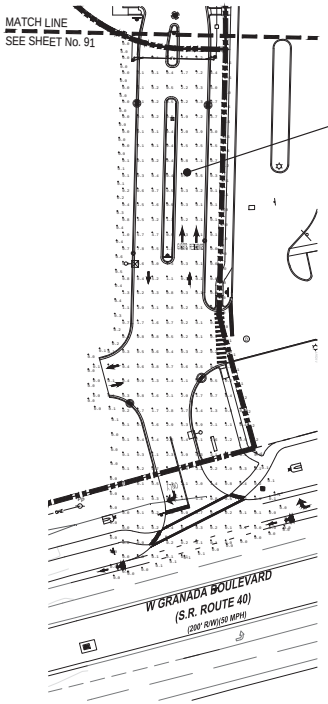
HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

91

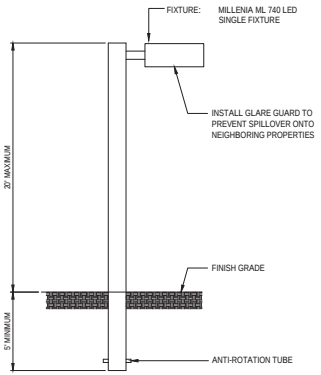


FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038

Luminaire Schedule				
Qty	Symbol	Label	Arrangement	LLF
1	○-□	ML740-24L40T3-MDL018-CA	SINGLE	1.000
2	○-⊠	ML740-32L40T3-MDL014-CA-BLOC	SINGLE	1.000

Calculation Summary				
Label	Units	Avg	Max	Min
ACCESS	Fc	1.17	9.6	0.0
ACCESS BOUNDARY	Fc	0.11	0.6	0.0

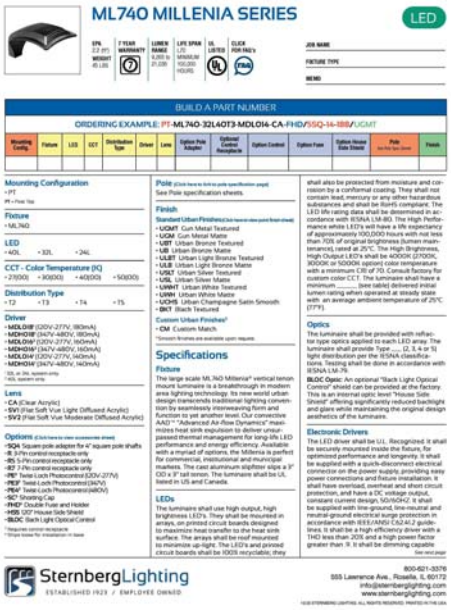
NOTE: BOUNDARY SPILL EXCEEDS 0.5 Fc AT MAIN ENTRY ONLY

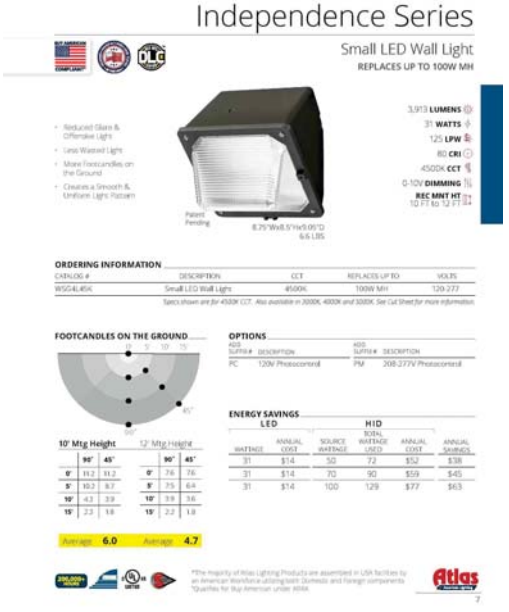


POLE TYPE: 5" X 5" STRAIGHT SQUARE DIRECT BURIAL LIGHT POLE
STRENSBERG LIGHTING - URBANLINE
POLE HEIGHT: 20' MAXIMUM HEIGHT WITH 5' MINIMUM BURIAL
FINISH: SMOOTH BLACK OR SATIN ALUMINUM
MATERIAL: ALUMINUM

1. CONTRACTOR MUST OBTAIN CITY OF ORMOND BEACH BUILDING PERMIT FOR LIGHT POLES. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, ETC...) FOR LIGHT FIXTURES AT TIME OF PERMIT REVIEW.
2. DESIGNED TO HANDLE A MINIMUM 140 MPH WIND SPEED, EXPOSURE B.
3. MAKE THE HOLE, GENERALLY HOLES SHALL BE ROUND WITH SMOOTH VERTICAL SIDES CONSISTING OF UNDISTURBED SOIL FOR BEST COMPACTION AND STABILITY OF POLES. DIAMETER OF POLE SHALL BE ABOUT TWICE THE DIAMETER OF THE POLE AT ITS BASE. HOLES SHALL BE AUGURED.
4. WIRE THE POLE UTILIZING APPROVED METHODS.
5. INSTALL THE POLE, IN MANY CASES COMPOSITE POLES CAN BE MANUALLY LIFTED INTO PLACE AND INSERTED INTO THE HOLE.
6. ALIGN AND LEVEL THE POLE.
7. BACKFILL THE HOLE, FILL AND TAMP EVERY 6 TO 8 INCHES OF BACKFILL, FREQUENT TAMPING IS IMPORTANT FOR INSTALLATION.

SITE LIGHTING DETAIL
NOT TO SCALE





1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK

PHOTOMETRIC DETAILS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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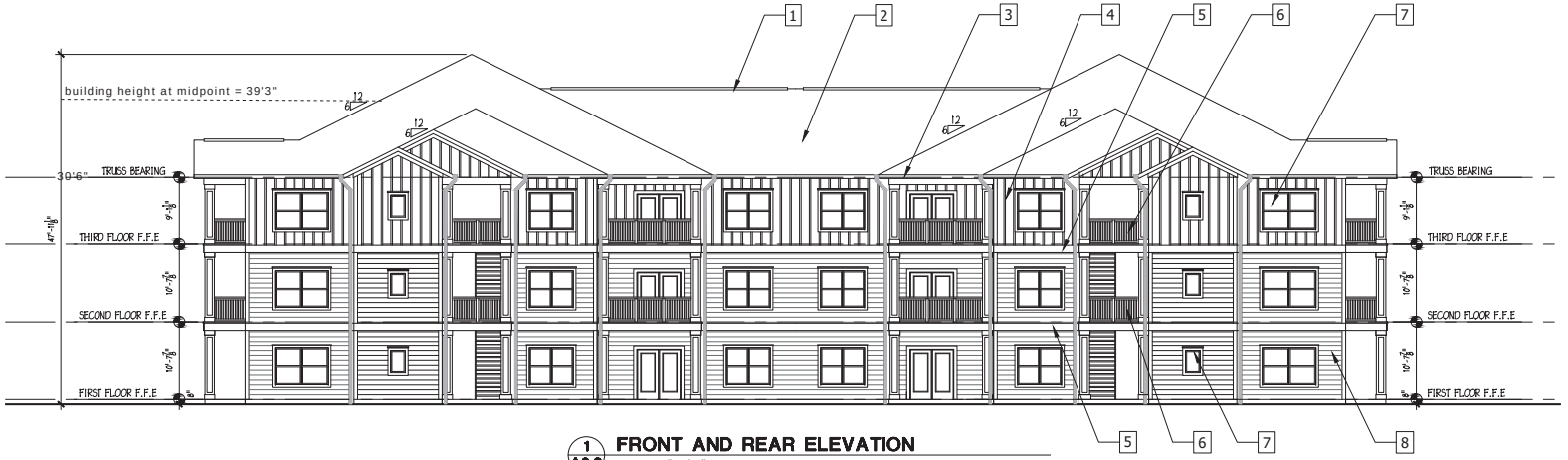
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	AS SHOWN

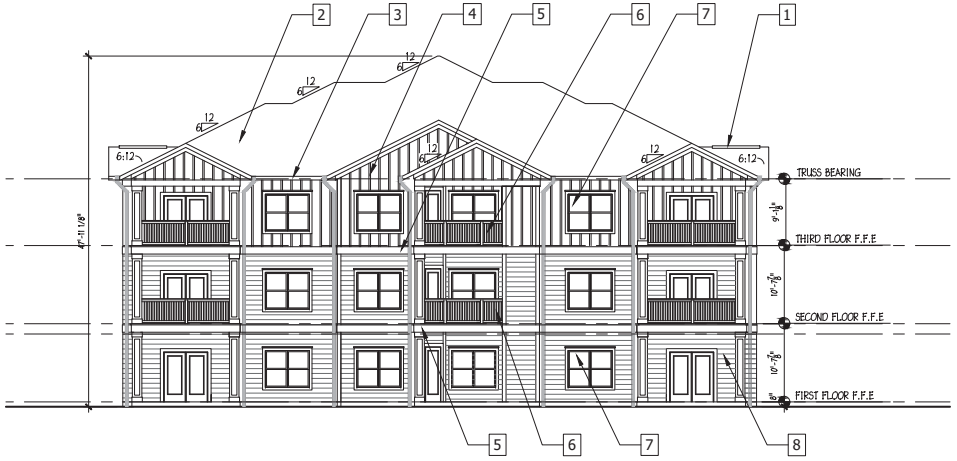
DRAWING NUMBER

92





1 A2.0 **FRONT AND REAR ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 1, 3, 5, 6, 7, 8, 9 & 10



2 A2.0 **LEFT AND RIGHT SIDE ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 1, 3, 5, 6, 7, 8, 9 & 10

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. BOARD & BATTEN SIDING
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
9. SIMULATED STONE VENEER
10. STAINED P.T. WOODEN TRELLIS
11. STAINED P.T. WOODEN GATE

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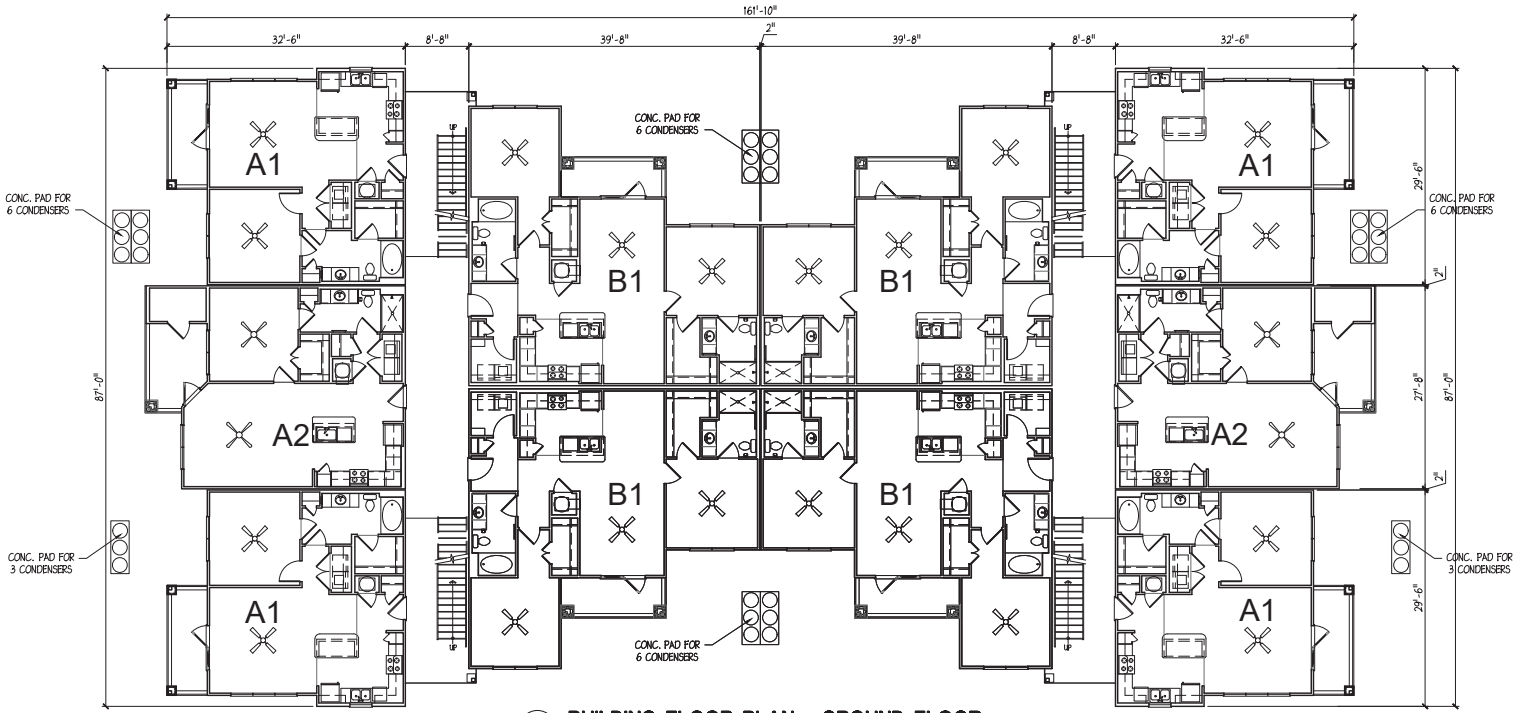
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AN APARTMENT COMMUNITY
FOR
TELLUS PARTNERS
ORMOND BEACH, FLORIDA

JOB NUMBER: E143
DRAWN BY:
CHECKED BY:

BUILDING ELEVATIONS
1, 3, 5, 6, 7, 8, 9 & 10

SHEET NO.
A2.0



1 A1.0 **BUILDING FLOOR PLAN - GROUND FLOOR**

SCALE: 1/8" = 1'-0" BUILDING # 1, 2, 3, 4, 6, 7, 8 & 9

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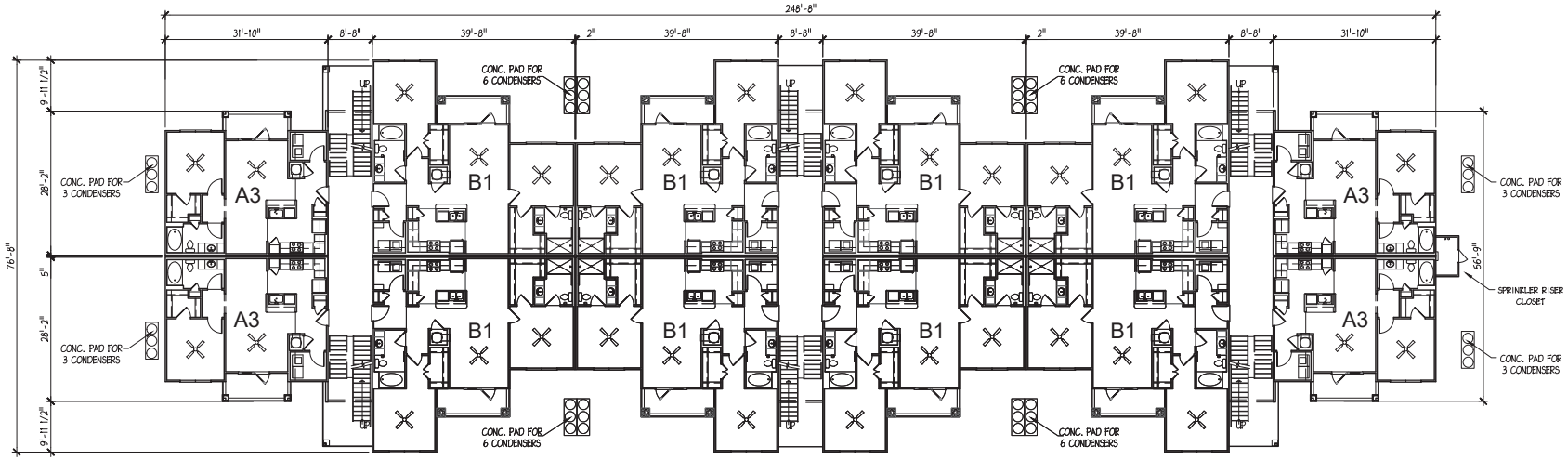
DRAWN BY:

CHECKED BY:

BUILDING PLANS
1, 3, 5, 6, 7, 8, 9 & 10

SHEET NO.

A1.0



1 A1.1 **BUILDING FLOOR PLAN - GROUND FLOOR**

SCALE: 3/32" = 1'-0" BUILDING #10

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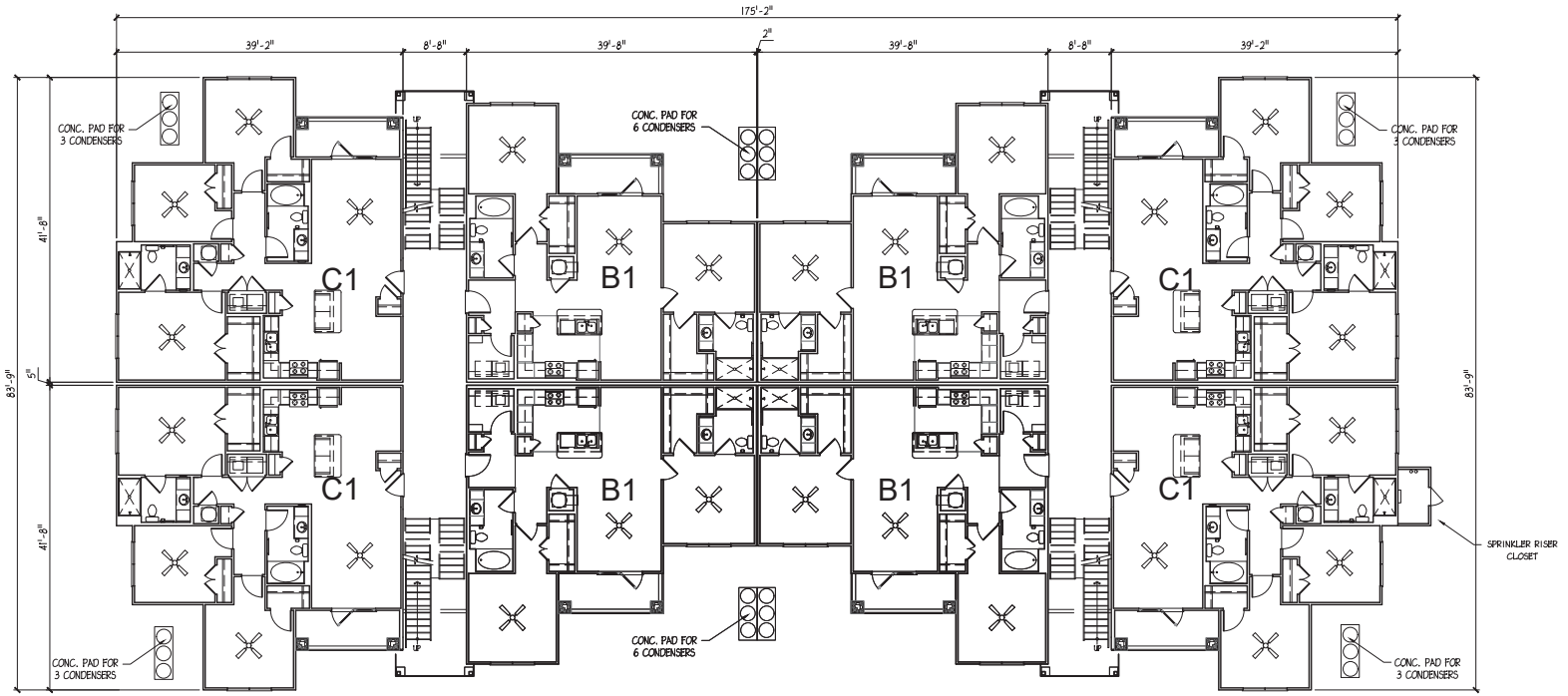
DRAWN BY:

CHECKED BY:

BUILDING PLANS
BUILDING # 2

SHEET NO.

A1.1



1 A1.2 **BUILDING FLOOR PLAN - GROUND FLOOR**

SCALE 1/8" = 1'-0" BUILDING #5

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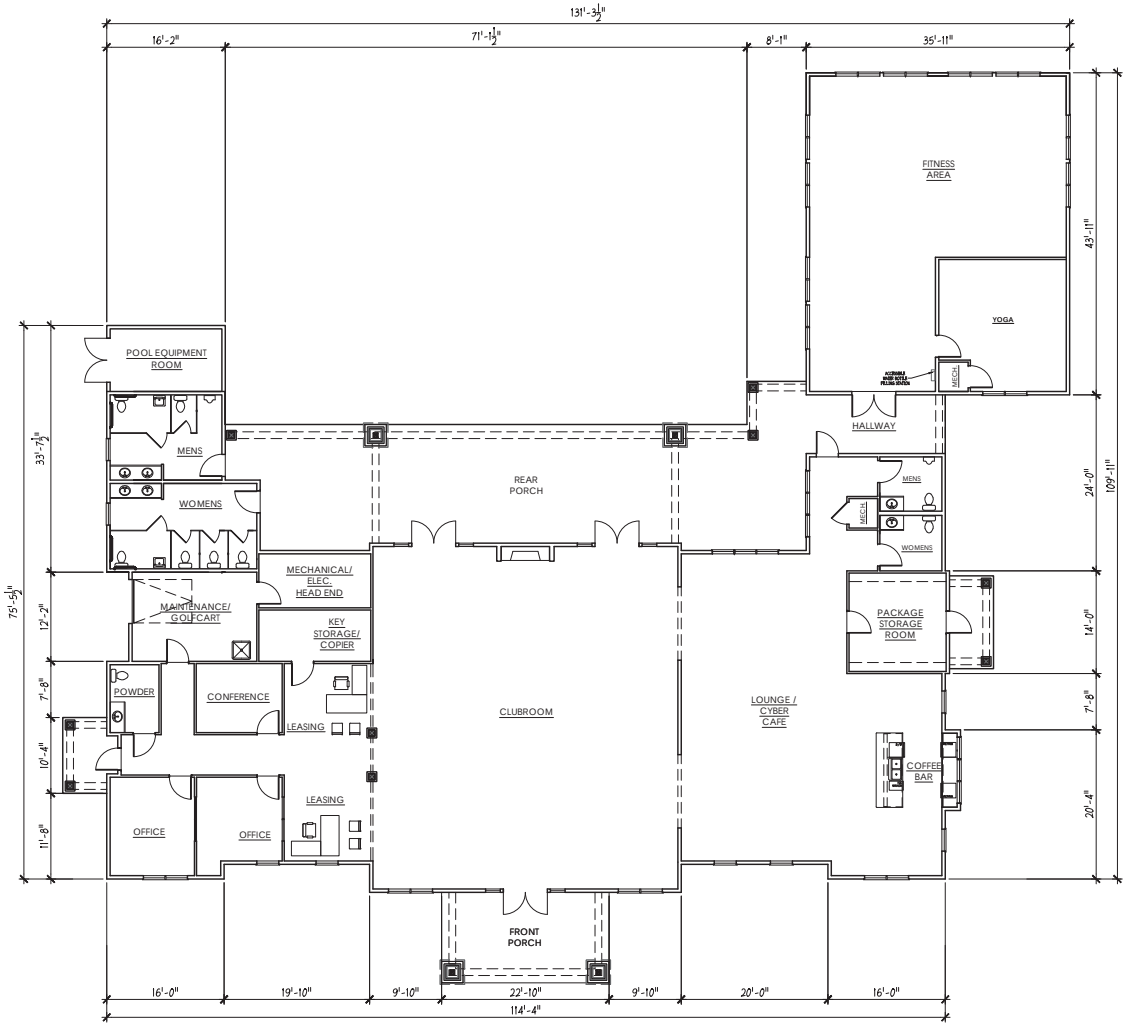
DRAWN BY:

CHECKED BY:

BUILDING PLANS
BUILDING # 4

SHEET NO.

A1.2



1 A1.3 **LEASING OFFICE - FLOOR PLAN**

SCALE 3/16" = 1'-0"

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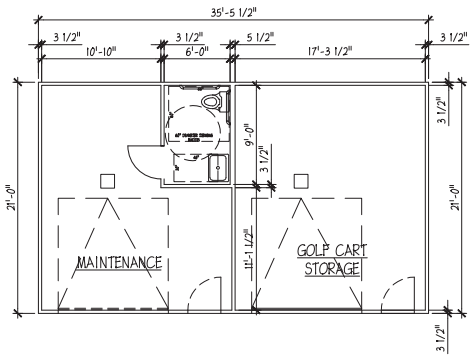
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BUILDING PLANS
LEASING OFFICE

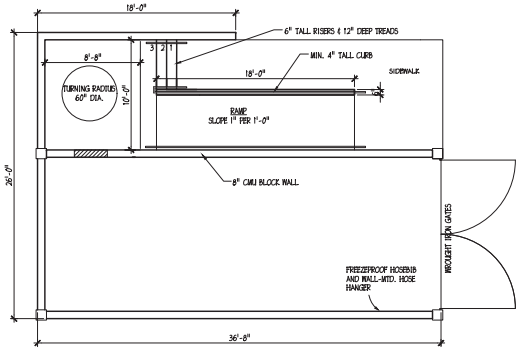
SHEET NO.

A1.3



1 A1.4 **MAINTENANCE OFFICE - FLOOR PLAN**

SCALE 3/16" = 1'-0"



2 A1.4 **TRASH COMPACTOR ENCLOSURE - FLOOR PLAN**

SCALE 3/16" = 1'-0"

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JOB NUMBER: E143

DRAWN BY:

CHECKED BY:

BUILDING PLANS
MAINT. OFFICE & TRASH

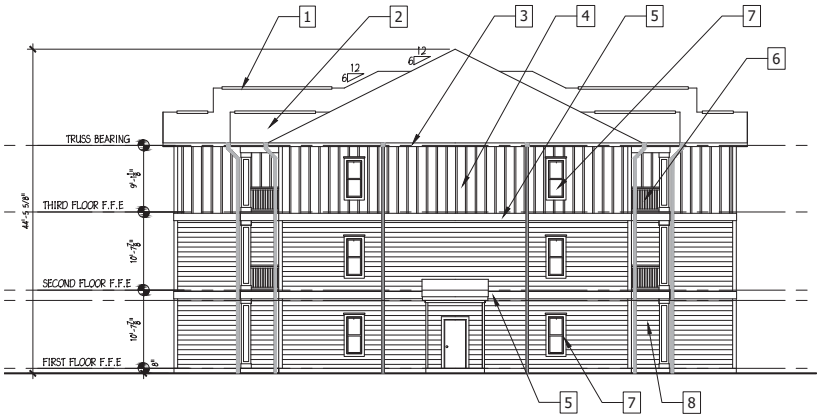
SHEET NO.

A1.4



1 A2.1 **FRONT AND REAR ELEVATION**

SCALE: 3/32" = 1'-0" BUILDING # 10



2 A2.1 **LEFT AND RIGHT SIDE ELEVATION**

SCALE: 1/8" = 1'-0" BUILDING # 10

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. BOARD & BATTEN SIDING
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
9. SIMULATED STONE VENEER
10. STAINED P.T. WOODEN TRELLIS
11. STAINED P.T. WOODEN GATE

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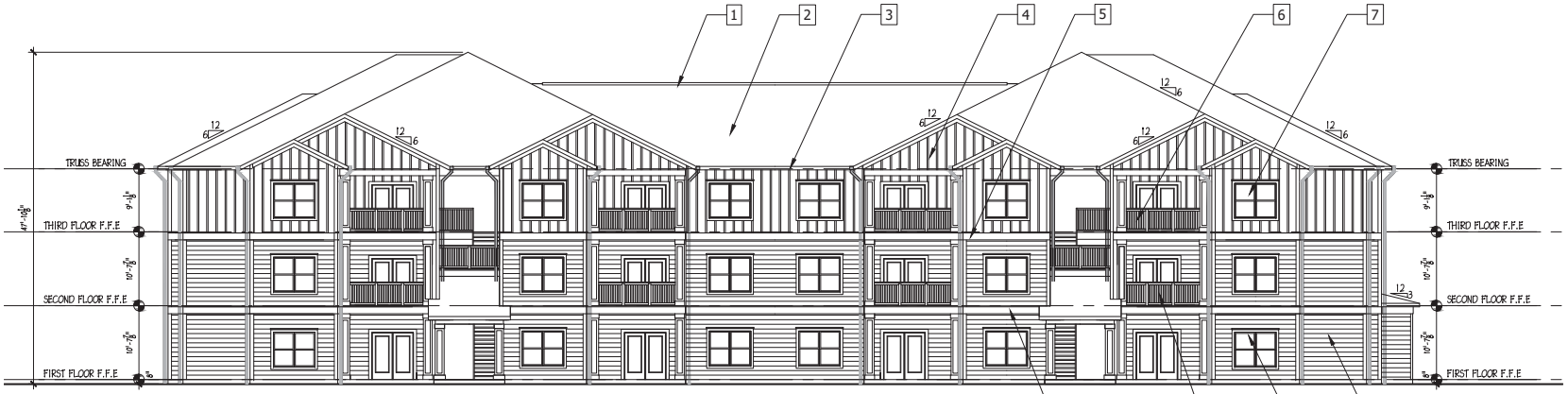
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BUILDING ELEVATIONS
BUILDING # 10

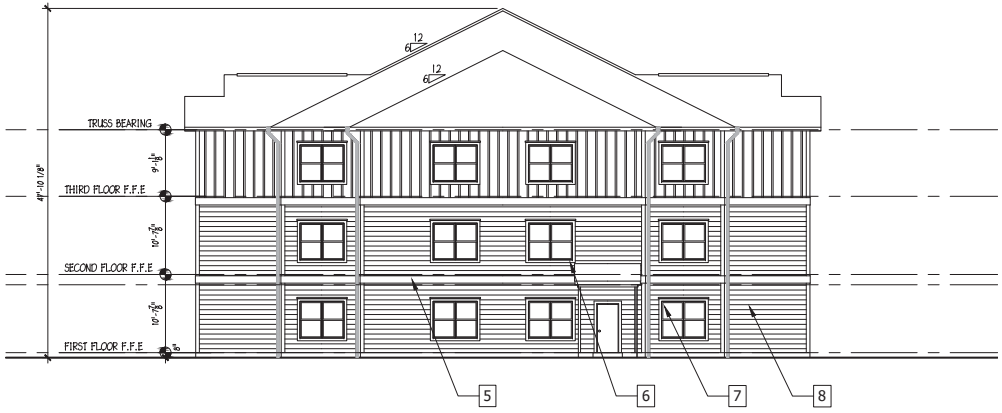
SHEET NO.

A2.1



1 A2.2 **FRONT AND REAR ELEVATION**

SCALE 1/8" = 1'-0" BUILDING # 5



2 A2.2 **LEFT AND RIGHT SIDE ELEVATION**

SCALE 1/8" = 1'-0" BUILDING # 5

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. BOARD & BATTEN SIDING
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
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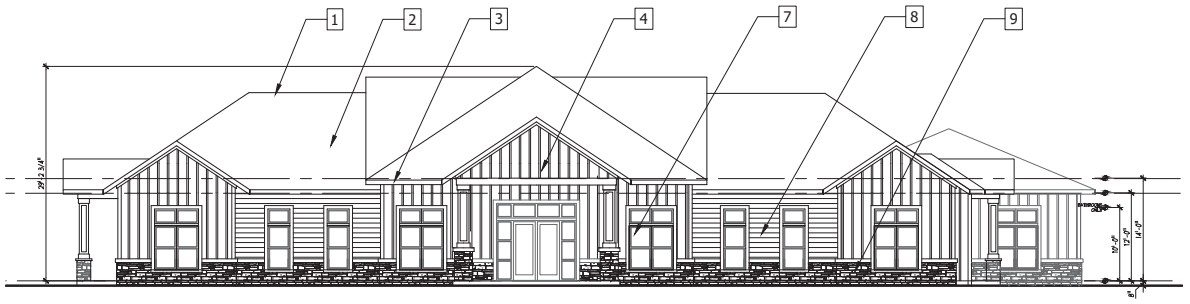
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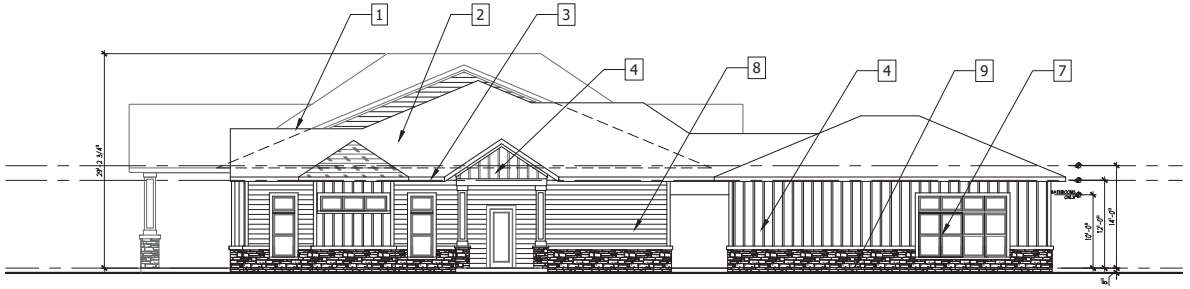
BUILDING ELEVATIONS
BUILDING # 5

SHEET NO.

A2.2



1 A2.3 **LEASING OFFICE - FRONT ELEVATION**
SCALE 1/8" = 1'-0"



2 A2.3 **LEASING OFFICE - RIGHT ELEVATION**
SCALE 1/8" = 1'-0"

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. BOARD & BATTEN SIDING
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
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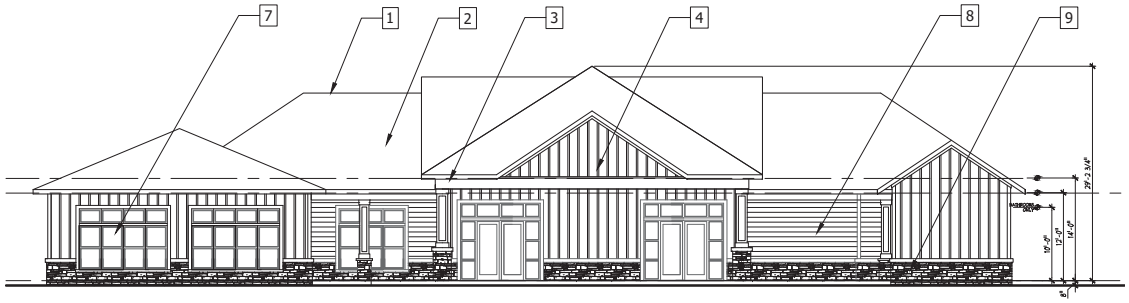
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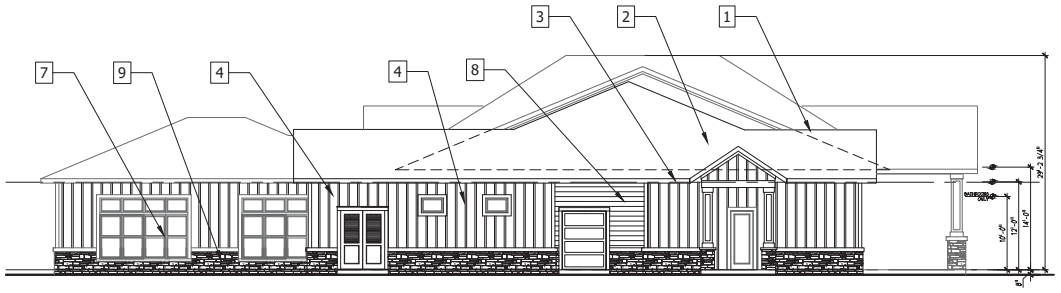
BUILDING ELEVATIONS
LEASING OFFICE

SHEET NO.
A2.3



3 A2.3 **LEASING OFFICE - REAR ELEVATION**

SCALE: 1/8" = 1'-0"



4 A2.3 **LEASING OFFICE - LEFT ELEVATION**

SCALE: 1/8" = 1'-0"

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. BOARD & BATTEN SIDING
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
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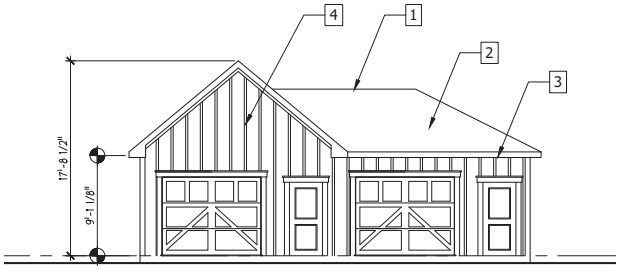
DRAWN BY:

CHECKED BY:

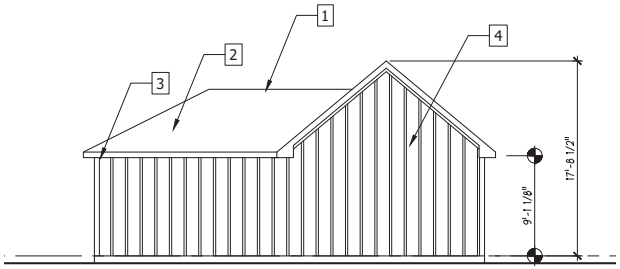
BUILDING ELEVATIONS
LEASING OFFICE

SHEET NO.

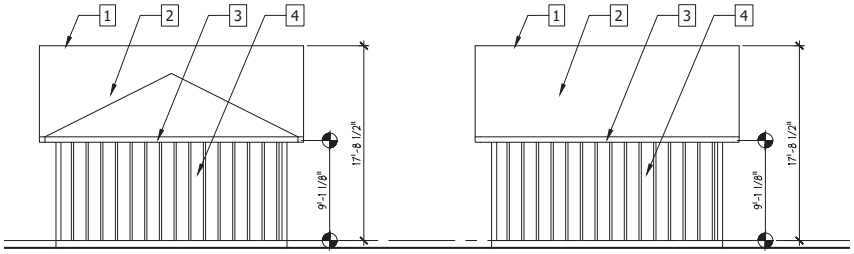
A2.4



1 A2.5 **MAINT. OFFICE - FRONT ELEVATION**
SCALE 3/16" = 1'-0"

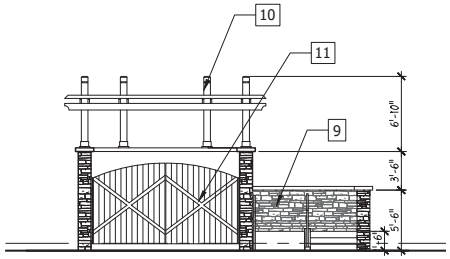


2 A2.5 **MAINT. OFFICE - REAR ELEVATION**
SCALE 3/16" = 1'-0"

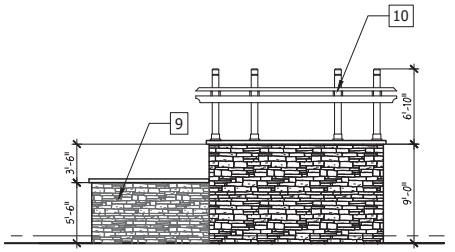


3 A2.5 **MAINT. OFFICE - RIGHT ELEV.**
SCALE 3/16" = 1'-0"

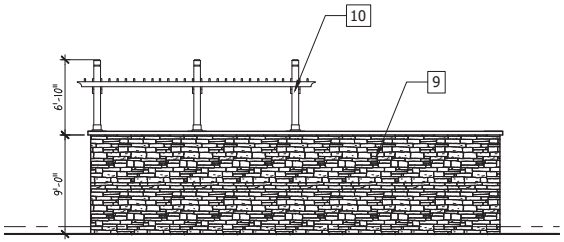
4 A2.5 **MAINT. OFFICE - RIGHT ELEV.**
SCALE 3/16" = 1'-0"



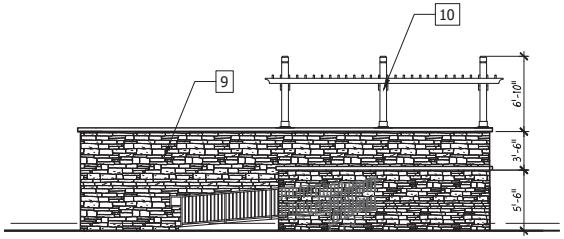
5 A2.5 **TRASH ENCLOS. - FRONT ELEVATION**
SCALE 3/16" = 1'-0"



6 A2.5 **TRASH ENCLOS. - REAR ELEVATION**
SCALE 3/16" = 1'-0"



7 A2.5 **TRASH ENCLOS. - LEFT ELEVATION**
SCALE 3/16" = 1'-0"



8 A2.5 **TRASH ENCLOS. - RIGHT ELEVATION**
SCALE 3/16" = 1'-0"

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. BOARD & BATTEN SIDING
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
9. SIMULATED STONE VENEER
10. STAINED P.T. WOODEN TRELLIS
11. STAINED P.T. WOODEN GATE

ENGLISH & ASSOCIATES
ARCHITECTS, INC.
3084 MERCER UNIVERSITY DRIVE, SUITE 100
ATLANTA, GEORGIA 30341
DENGLISH@ENGLISHASSOCIATESINC.COM

JOB PROGRESS:

ITEM:	DATE:
PERMIT REVIEW	02-27-2020

REVISIONS:

TAG:	DATE:

This drawing, as an instrument of service, is and shall remain the property of the Architect Of Record and shall not be used in whole or part for any other project without the written permission of the Architect Of Record. DO NOT scale this drawing. All questions to be submitted as a formal request for information to the Architect Of Record.

TYMBER CREEK APARTMENTS
AN APARTMENT COMMUNITY
FOR
TELLUS PARTNERS
ORMOND BEACH, FLORIDA

JOB NUMBER: E143
DRAWN BY:
CHECKED BY:

BUILDING ELEVATIONS
MAINT. OFFICE & TRASH ENCLOSURE
SHEET NO.
A2.5



Planning Board minutes from December 8, 2022

ITEM:

PBD 2022-008(A) – Zoning Map amendment, Tymber Creek Apartments, 2011 West Granada Boulevard and 36 North Tymber Creek Road

IV. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 9:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 9:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

V. PLANNING DIRECTOR'S REPORT

There was no Planning Director's report.

VI. PUBLIC HEARINGS

A. PBD 2022-008(A) – Zoning Map amendment, Tymber Creek Apartments, 2011 West Granada Boulevard and 36 North Tymber Creek Road

Mr. Steven Spraker, Planning Director, explained the applications for Items A and B submitted by Nika K. Hosseini, Esquire Cobb Cole Attorneys at Law, for:
(1) The zoning map amendment from Volusia County, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to Planned Business Development (PBD). The subject property is approximately 19.62 acres and is located at 2011 West Granada Boulevard and 36 North Tymber Creek Road. Mr. Spraker stated that Moss Pointe is to the north of the property and to the west of the property is Indian Springs and Coquina Presbyterian Church. To the south of it is a commercial vacant parcel of 9.93 acres, and then Walgreens and their stormwater are located to the east and the south of the Volusia County stormwater pond at 40 N. Tymber Creek. He concluded that to the east of the property are single-family properties and vacant Commercial.

Mr. Spraker explained the land use and zoning process for properties. The B-8 zoning district allows a variety of commercial land uses such as retail, office, medical office, restaurants with and without drive-through windows, shopping centers and multi-family.

(2) Regarding the issuance of a development order, it was explained that the Tymber Creek Apartments Planned Business Development (PBD) seeks to allow the construction of 300 multi-family residential units and associated site improvements on 19.62 acres. Mr. Spraker detailed the application in a PowerPoint presentation.

Mr. Spraker further explained the development order process for the density of the project which starts with the Site Plan Review Committee (SPRC), and added that the neighborhood meeting for it was held on June 8, 2022. He expressed that tonight the Planning Board hears the testimony from staff, the applicants and audience members, and added that as with all agenda items, Planning Board can approve it, approve it with conditions, or deny it, and either way it will still go to City Commission on January 24, 2023, for the tentative first reading and February 7, 2023, for the second reading. Mr. Spraker explained the three thresholds where the Land Development Code (LDC) is set up so that if going over a threshold, a public hearing is required to be held. The SPRC can only approve up to 10 units per acre, and over that up to 32 has to go through the public hearing process. He continued that the density is the first threshold, the building height over 30 feet is the second threshold,

and the building length of building #10 is the third threshold trigger. The land use allows up to 471 units, the zoning allows 164 units, therefore it requires the public hearing authorization. Mr. Spraker stated that the request is for 18.29 units per acre in which does not include the Recreation/Open Space. The second threshold, the building height, allows up to 15 feet above what the zoning district allows. The last threshold explained was that the LDC states that you cannot have a multi-family building greater than 180 feet in length without obtaining a Planned Business Development. All of the other buildings are less than that, other than building #10 which is at 249 feet in length.

Mr. Spraker reviewed the traffic concerns. The access off of Tymber Creek Road was pulled. An updated traffic analysis was done in August 2022. An independent traffic reviewer was hired that said that it met the concurrency standards. Mr. Spraker reviewed the tree preservation with 7 historic trees on site that have been preserved. Fifteen (15) percent of the site is required to be saved, or 2.94 acres, and the project has preserved 25.4 percent at approximately 4.99 acres. The landscape buffers to the north and west have been exceeded over the required 20 feet. There are 2.4 acres of wetlands on site and the project has impacted under 6 percent of it. Mr. Spraker reviewed the fences and walls for the project with decorative aluminum-railing fence, PVC-vinyl fencing and masonry walls. In one of the meetings there was a comment about the balcony on building #8 overlooking into Indian Springs, therefore they rotated that building and reduced the overall building height and provided additional landscaping to shield the project.

Mr. Spraker reviewed the public benefits in the natural preservation, landscape buffers, additional plantings, restriction of access onto Tymber Creek Road and the directional turning of building #8.

Mr. Spraker reviewed the correspondence received on the project consisting of traffic, the project being an incompatible use, density concerns, project over-development, site design issues and the negative impacts on the quality of life in the west Ormond area. Mr. Spraker stated that with the elimination of building #8, staff recommends approval.

Chairman Thomas opened it up to the Board for discussion and questions.

Board questions

Ms. Shull asked for details of what would happen if the PBD was denied. Mr. Spraker replied that 36 N. Tymber Creek Road has a Volusia County zoning, therefore the land use was changed but the zoning was not changed after annexation due to the project going for a Planned Development. If the PBD is denied, it has to be assigned city-zoning by state law. He continued that within the "Residential Office Retail" land use, there are certain zoning categories that would be appropriate such as the B-1, B-9 and B-10 zoning districts which allow 10 units per acre. The "Open Space Conservation" land use designation would go to a Special Environmental zoning.

Mr. Scudiero asked for further information about the land use maximums. Mr. Spraker explained that they would not be able to meet the land use maximum and would have to ask for exceptions to height and parking and a five or six-story building would not be approved there. The height would determine the land use maximum. Mr. Spraker continued that the B-8 is a General Commercial zoning district which allows other uses by right that could go up to 430,000 square feet of commercial uses.

Mr. Galloway asked for additional explanation on the land area calculation. Mr. Spraker replied that the entire property is 19.62 acres, with the breakdown calculation at 3.20 acres of "Open Space/Conservation", 3.20 acres of "Residential/Office Retail" and the remainder at 13.22 acres of "General Commercial".

Mr. Jorczak inquired if the city has the ability to alter the zoning to Suburban Low-Density if the application is denied. Mr. Spraker answered that the application has to be consistent with the "Residential/Office Retail" land use designation and the compatible zoning designations are B-1, B-9 and B-10.

Chairman Thomas asked Mr. Spraker to explain what can go in the B-8 zoning districts. Mr. Spraker replied that the B-8 zoning district allows retail sales, shopping centers, office/retail, hair salons, and both dine-in restaurants and drive-through restaurants.

Applicant's presentation

Mr. Mark Watts, Esq., Cobb Cole Attorneys at Law, 231 N. Woodland Blvd., DeLand, explained the proposed project, stating that it has a lot of history alongside the owner of the property, Mr. Garrison McMillan, Tellus Partners, to sort through the issues of concern. Mr. Watts reviewed the proposal in a presentation and explained how on the northern piece of the property 6.40 acres was annexed in 2020 but ever assigned city-zoning and the southern piece, 13.22 acres is zoned B-8. He explained the overall proposed plan and benefits to the public including doubling the preservation area to name one. Mr. Watts reiterated the restriction on the access points with the Tymber Creek connection restriction with the Planned Business Development (PBD) so that there is not exit traffic where the right-in and right-out traffic is with Department of Transportation (DOT) approval. The proposed setbacks, buffers, and environmental considerations were detailed with 0.14 acres of impact to the 2.40 acres of existing wetlands and 7 out of 7 historic trees being preserved. Mr. Watts reviewed the parks and amenities for the proposed project.

Mr. Watts described the high level of architectural detail and redesign of the buildings to lower overall roof height from 45 feet to 39.3 feet. The applicant addressed the concerns of the line of sight of the original building design from the adjacent neighborhood, and have since redesigned to reduce the pitch of the roof and building height. Mr. Watts referenced the concern with building #8 in relativity to the proximity to the closest house to that and how a retaining wall was designed in the plan to keep it up at a certain elevation with multiple layers of screening for both buildings 8 and 9, including a landscape buffer, masonry screening wall and cedar trees along the property boundary. Mr. Watts explained how the applicants have met most of staffs' and residents' concerns where possible as well as met the traffic standards. The attempt to address the State Road 40 access concerns and a U-turn or signal strategy at the church was unsuccessful, but the proposed configuration in the staff report and Board packet was permitted through DOT.

Mr. Watts referenced staff's recommendation to remove building #8 in which the applicant agrees to do so and reduce density for the site. He added that a building farther to the east would then be the 30-unit standard, updating the overall count to 276.

Mr. Galloway asked for clarification of the height of the retaining wall and screening wall specifics. Mr. Watts stated that it was 6 feet with a 6-foot masonry screening wall, for a total of 12 to 14 feet from the existing grade for the screening and retaining

wall. The concept for the masonry screening wall, vinyl and aluminum fencing was further detailed.

Chairman Thomas opened it up to the Board for discussion where questions were answered by the Planning Director. The Avalon project was discussed and referenced in comparison with this proposal.

Chairman Thomas opened the public hearing for audience comments.

Audience Comments

Mr. Troy Railsback, 27 Indian Springs Drive, explained that he and his wife are part of the Indian Springs Homeowners' Association (HOA), which is adjacent to the northwest portion of the proposed development. He added that he is the HOA President and submitted a letter on behalf of the HOA to the Planning Board as part of the submittal packet explaining the concerns with the proposed project. Mr. Railsback asked how many apartment complexes are west of Interstate 95 in Ormond Beach. He also asked the percentage increase in density from the current City of Ormond Beach zoning to what is being proposed. He asked if the planning and development rezoning request in the overall proposed layout is solely based off highest and best used metrics for maximum development and density for this type of use on the proposed subject property.

Mr. Railsback commented that working with city staff and the developer through multiple meetings, it was identified that both buildings 8 and 9 have a severe and significant, lasting impact to the community and are not conforming to the current B-8 zoning descriptions. He added that the site layout of the buildings being close to the property lines have an overwhelming and nonconforming lasting impact to the community as proposed with the current zoning calling for natural buffering between the adjacent parcels, and added that if the current zoning and density applied, that there would be plenty of opportunity to accomplish such. He inquired what is at stake and asks what is being contemplated. Mr. Railsback stated that it is a use that is evolving within the overall area and the west side of the Interstate 95 area of Ormond Beach as well as the multi-family apartments being considered at a significantly higher density than established in the current city zoning. Mr. Railsback requested that the Planning Board and City Commission carefully set lasting and management precedent in expectations for this type of development in their decision-making process for this submittal as well as future submittals. Mr. Railsback stated that he has a significant vested interest in his home and neighborhood and feels that the Planning Board should recommend the elimination of both buildings 8 and 9 as they tower over Indian Springs just as the Granada Bridge does just outside the City Commissions home here at 22 S. Beach Street. He concluded that building 9 will be the most significantly visible building to the community of Indian Springs.

Dr. Richard Weiss, 12 Moss Point Drive, spoke to the request of expanding the Tymber Creek Apartment project from 10 units per acre to 18 units per acre, allowing for an 80 percent increase in the population density and allowing for a similar increase in the total number of residents. He continued that the land was zoned for 10 units per acre and building more would require an exception to the current zoning and will result in a major impact on the residents of the area. Dr. Weiss explained his objections beginning with what he says he has seen with the emergency rooms filled, at times unavailable hospital beds, and less access to physicians in a timely manner and the difficulty and inconvenience of that, resulting in what he calls 'life-threatening'. Dr. Weiss expressed importance on making sure that growth and the

population is accompanied by growth in the medical community as well. He pleaded to the Board not to increase the number of residents in the area without an adequate infrastructure as it is not safe. Dr. Weiss commented that most of the residents moved to the area to live in a small community to avoid the high population densities of the larger cities. He added that bringing in large number of new residents in Ormond Beach will undermine that and is supported primarily by the few who will make profit and generally opposed by the vast majority who want to live in a more open space.

Dr. Weiss added that the animals cannot speak for themselves although gifting us with their presence. He commented that he does not see deer, turkey, turtles and the myriad of other species in the large cities and urges to avoid allowing it to become their legacy. He remarked that the argument that the additional units, residents and traffic will not impact the citizens of Ormond Beach is naïve and misleading and stated that the additional automobiles, owners and renters will have unlimited consequences for the residents and spoke on the beach, roads and house erosions during storms. Dr. Weiss concluded that growth needs to be managed responsibly.

Mr. Mike Lambert, 20 Moss Point Drive, stated he has lived on Moss Pointe Drive for thirty-two years and has lived in the community of Ormond Beach his whole life, expressing to the Board that he did want them to grant the amendment. He spoke on the growth and changes over the years in the city and on the beach. In high school he was a lifeguard and surfer when he says at that time suntan oil was made locally in a bathtub and people were encouraged to go out in the sun for looks and health. Mr. Lambert exhibited his tenth nose skin cancer surgery from heeding and accepting the advice given. Mr. Lambert spoke on the Planning Boards positions and noted that their time on it is temporary although their decisions are permanent, adding his hopes for them making the right decisions. He added that the community's quality of life in the area of Moss Point, Indian Creek and Tymber Creek would change with the proposed development. Mr. Lambert stated that the traffic on Tymber Creek Road is already horrific and does not want the community further altered.

Mr. John Dietz, 10 Moss Point Drive, expressed understanding that something is going be developed on the land and how the developer has the right to build apartments. He added that he wants the developer, Planning Board, City Commission, as well as the neighborhood to be successful, but has concerns with traffic. Mr. Dietz showed the Board a traffic exhibit photograph taken Tuesday, December 6, 2022, at 7:40 a.m. He stated that he was unable to get out of the neighborhood and captured the photographs from the median. He explained that the traffic backs up southbound on Tymber Creek Road to the traffic light, filling up the double-turn lane, backing up traffic back to Breakaway Trails into the Tymber Creek development traffic light. Mr. Dietz relayed information that he heard that a new turn lane will be put on Tymber Creek on the west side to help southbound traffic. He said that drivers are impatient in the morning and speed down past the line and dive into the turn lane, suggesting an accident will occur. Mr. Dietz also mentioned that they have issues with U-turns and asked for a no U-turn sign to be placed at the intersection of Moss Pointe and Tymber Creek. He added that he understands the need for an emergency exit gate and urged to leave it locked unless there is an emergency and asked for the Board not to increase the density per the acreage guidelines.

Ms. Marian Marrese, 6 Moss Point Drive, questioned if the development would improve the welfare of the current citizens or improve the environment. She stated that she has lived in Moss Point for 32 years and commented that the road was

widened due to the people and traffic. She remarked on the numerous apartment units going in on Williamson Boulevard, from Granada Boulevard to LPGA, and how Avalon Park will be going in near Moss Point, and pleaded that the Board look out for the citizens of Ormond Beach. Ms. Marrese expressed concern with increasing the density for the proposed project.

Mr. Gary Von Glinow, 39 Indian Spring Drive, commented that he and his wife are right behind the proposed building #8 and remarked that their house is the most severely impacted by the 300-unit Tymber Creek Apartment project and buildings 8 and 9. He explained additional compatibility issues between the proposed project and Indian Springs. Buildings 8 and 9 are 45 feet tall sitting on ground much higher than Indian Springs. Building #8 looks directly down onto their pool, pool house, lanai and bedroom window. He continued that the trees occupying the land for buildings 8 and 9 and the proposed road in front of them will be removed, offering more unobstructed site lines, sounds, etc. Building #9 faces the north side of their home and can be seen from at least five other houses in Indian Springs. Mr. Von Glinow credited Mr. McMillan and his team for meeting with residents and offering field tests and solutions where possible, including rotating building #8, mitigating the compatibility concerns. Mr. Von Glinow referenced his August 11, 2022 e-mail to staff that was included in the Board staff report and suggested that whatever solutions are proposed to mitigate compatibility be field-tested by the rotation and staked positions of building #8. The field-test observation led Indian Springs residents that were present at the meeting with Mr. Garrison three weeks ago, to conclude that buildings 8 and 9 are not and cannot become compatible with Indian Springs. Mr. Von Glinow expressed his support for the project in general but expressed concern with the capability and other HOA requests in which he supports.

Mr. Michael Gentry, 10 Indian Springs Drive, referenced meetings held with the developer, Mr. Newkirk and city staff and remarked that prior to the meeting today, that he was not aware of everything in the submission proposal. He was not aware that the developer was proposing to rotate building #8. Mr. Gentry stated that if you are on the property area of the woods and walk the area of the buildings, you are able to see two houses today. He asked if citizens have rights to review the staff comments and understand what is being communicated. He referenced meetings that go on regarding the happenings of the proposal and suggested that the item be tabled until there is another neighborhood meeting with the developer, city staff, the attorney and engineer to understand the proposal for final approval.

Mr. Watts addressed the comments that were raised. In summary, he confirmed that upon resubmittal, the changes for the proposed project were included in the report posted on the City of Ormond Beach website and sent to those involved. Mr. Watts referenced the staff report where it outlines goals met by the applicant including keeping pace with demands of the housing element and future land use element to provide multi-family as a component of the growth in the City of Ormond Beach. He commented that college graduates have to have opportunity to come back into the community that they are from by offering diversified housing to be productive citizens of Ormond Beach. Mr. Watts reiterated the benefits and changes that the proposal has gone through and concluded that more intense uses can go in the subject area and asked for support of the application.

Additional Audience Comments

Chairman Thomas opened the public hearing back up for audience comments.

Mr. Troy Railsback, 27 Indian Springs Drive, requested that building #9 be eliminated or shifted as part of the consideration if it does not get eliminated. If building #8 is gone, there is area to shift building #9 to minimize its visual impacts to Indian Springs. He added that when looking through the property lines, at the site line at the end of the cul-de-sac, there are properties that are wide open, that will see the development and that will be as significant as the Granada Bridge is outside of the City Hall Chambers windows.

Mr. Watts replied that they prefer to keep the extra building because density is important for the financial aspects, but are happy to continue meeting with the Indian Springs neighborhood to work on relocating the additional building, the new building #8, and to reduce impacts.

Planning Board discussion

Chairman Thomas opened it up to the Board for discussion.

Mr. Galloway remarked that the State of Florida is growing by at least 1,000 people a day and spoke on his support property rights. He prefers elevator access over stairs but does not have a problem with apartments. Mr. Galloway advised that he will not support the proposal because of the density standpoint at the number of units requested. He warned homeowners to be careful of what could be built on the property based on the current zoning. Mr. Galloway urged to try and work something out with the existing applicant to make it better for all.

Mr. Jorczak recognized the need of diversified housing and touched on the recent recommendation on North U.S. Highway 1 for townhome construction near the Interstate 95 interchange and Plantation Oaks development, and expressed the positive development pattern in comparison to surrounding communities, credit of City Commission, staff and advisory groups. Mr. Jorczak commented on how the developer has gone above and beyond in attempting to mitigate the issues with respect to the borders and visibility issues and zoning setbacks. He added that the builder has the right to develop within the existing parameters of the density. Mr. Jorczak concurred with Mr. Galloway in not being able to support the proposal to increase the allowable density, knowing the growth that is to come out of the area to the west with the Avalon Park development.

Ms. Shull asked what zoning the property would be classified as if denied and what those zoning restrictions would be. Mr. Spraker answered likely the B-1, Professional Office-Hospital zoning district. This would allow for uses such as Office, Retail, Hospital, Multi-Family (10 units per acre), and added that the analysis had not been done as of yet. He remarked that the Planning Board would have the opportunity to discuss and decide on that matter as well. All of the possible zoning categories allow multi-family and retail uses. Mr. Spraker reiterated that there are other more intensive uses that are allowed on the property by right. Ms. Shull expressed her concern with traffic issues, knowing the area well, but does like the project itself.

Mr. Scudiero concurred with the Board and expressed the same concerns.

Chairman Thomas explained that 136 additional units are being asked for, which is among the many reasons, including traffic, of why he cannot support it. Chairman Thomas delivered reassurance that the Board is not against the apartments in general.

Board discussion ensued regarding the two schools in close proximity and a third on its way being the source of the traffic congestion.

Chairman Thomas entertained a motion.

Mr. Scudiero motioned to deny PBD 2022-008(A) – Zoning Map amendment, Tymber Creek Apartments, 2011 West Granada Boulevard and North Tymber Creek Road. Mr. Galloway seconded it. Vote was called, and the motion was approved (5-0).

B. PBD 2022-008(B) – Issuance of a Development Order, Tymber Creek Apartments, 2011 West Granada Boulevard and 36 North Tymber Creek Road

Chairman Thomas concurred and entertained a motion.

Mr. Jorczak motioned to deny PBD 2022-008(B) – Issuance of a Development Order, Tymber Creek Apartments, 2011 West Granada Boulevard and 36 Tymber Creek Road. Ms. Shull seconded it. Vote was called, and the motion was approved (5-0).

Chairman Thomas called for a five (5) minute recess.

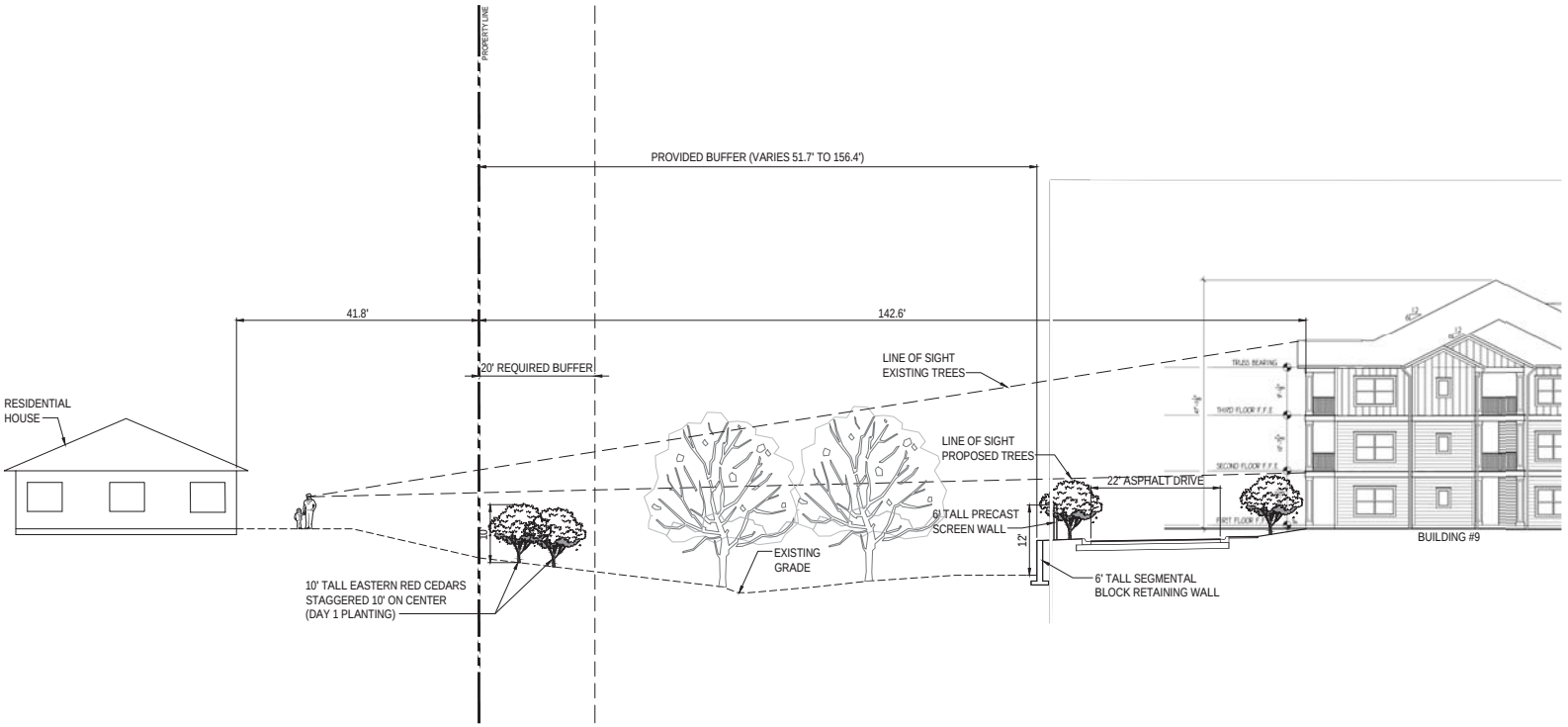
C. PBD 2022-092 – Planned Business Development, Development Order Amendment, Ormond Central Self-Storage, 1 South Old Kings Road, 760 West Granada Boulevard, no address (Volusia County parcel number: 4241-01-11-0130), and no address (Volusia County parcel number: 4241-01-11-0120)

Mr. Steven Spraker, Planning Director, explained the request submitted by the property owner, Ormond Central Investors, LLC, for a Planned Business Development amendment (PBD) which seeks to allow two amendments; (1) a three-story indoor self-storage use with a building of 106, 140 square feet and associated site improvements as an allowed use within the Ormond Central property, and two (2) to amend the allowed Floor Area Ratio (FAR) from 55,000 square feet to 131,140 square feet for the entire Ormond Central Property. The subject property is approximately 8.73 acres. Mr. Spraker stated that it already has a Planned Development zoning and has gone through SPRC, two neighborhood meetings, and now goes through the Planning Board with the recommendation going on to City Commission. The land use is Residential/Office Retail with a zoning of Planned Business Development (PBD). Mr. Spraker added that in 2017 there was a PBD that approved a master planned development including a spine road and a master storm water system including four lots for development. The development order included the B-9 uses and retail, pharmacy, bowling center and restaurant types with detailed conditions of no truck traffic on Old Kings Road. The 75-foot building height was brought down to 45 feet and established a Floor Area Ratio (FAR) for a maximum of 55,000 square feet. Mr. Spraker stated that the project is underway for the infrastructure improvements currently with the spine road, stormwater pond, and now getting the lots ready for the infrastructure.

Mr. Spraker stated that the landscape plan has been upgraded as a result of the neighborhood meeting. Regarding traffic, it was advised that the original development order approved a 24,000-square-foot retail building in unit 1, the traffic study allowed 2,700 daily average trips, and when taking the passerby and internal capture, leaves 1,777 average new daily trips. He added that the project civil engineer provided a trip generation of 265 trips which is an 85 percent reduction based on the self-storage use.

WEST BUFFER CALCULATIONS:

REQUIRED WIDTH	= 20 FEET
REQUIRED AREA	= 18,580 SF (0.43 ACRES)
PROVIDED WIDTH	= 51.7 FEET - 156.4 FEET
PROVIDED AREA	= 104,543 SF (2.40 ACRES)



REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

LINE OF SIGHT EXHIBIT - DAY 1

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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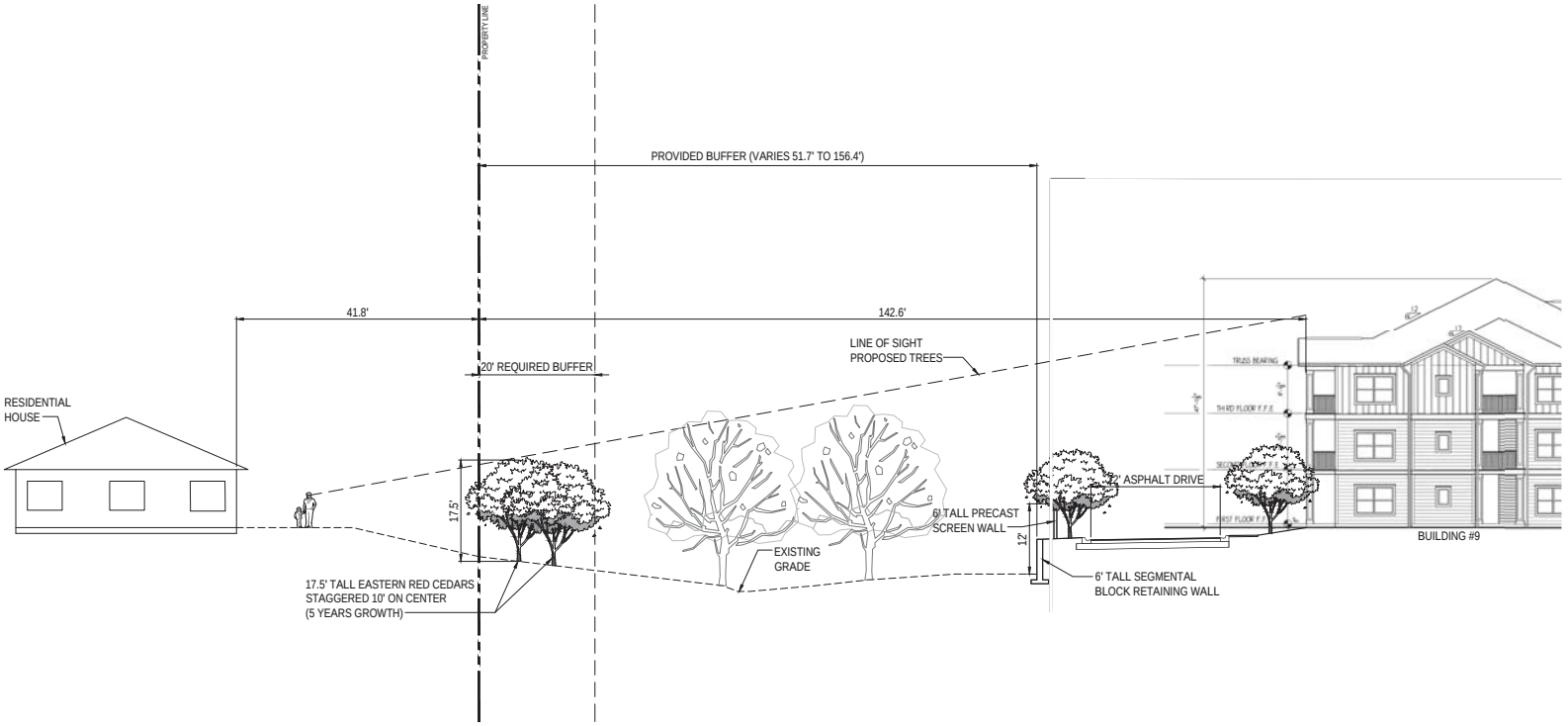
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 10'

DRAWING NUMBER

EX-1

WEST BUFFER CALCULATIONS:

REQUIRED WIDTH	= 20 FEET
REQUIRED AREA	= 18,580 SF (0.43 ACRES)
PROVIDED WIDTH	= 51.7 FEET - 156.4 FEET
PROVIDED AREA	= 104,543 SF (2.40 ACRES)



REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

LINE OF SIGHT EXHIBIT - 5 YEARS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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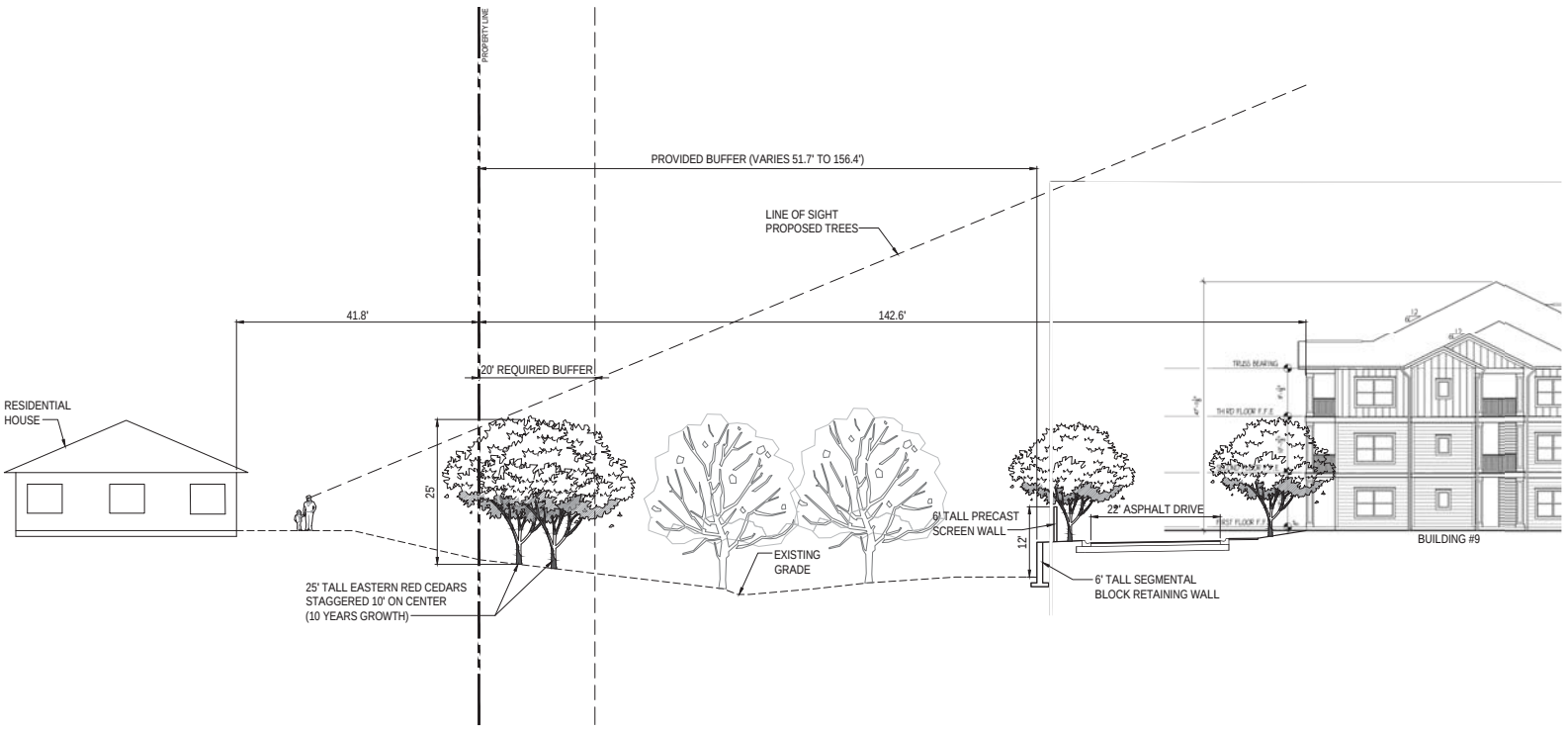
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 10'

DRAWING NUMBER

EX-2

WEST BUFFER CALCULATIONS:

REQUIRED WIDTH	= 20 FEET
REQUIRED AREA	= 18,580 SF (0.43 ACRES)
PROVIDED WIDTH	= 51.7 FEET - 156.4 FEET
PROVIDED AREA	= 104,543 SF (2.40 ACRES)



REVISIONS

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HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 10'

DRAWING NUMBER

EX-3

From: Lucille Goggi
To: Spraker, Steven
Subject: Tymber Creek Apartments
Date: Thursday, December 1, 2022 11:32:58 AM

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Anyone who lives in this area realizes adding more density to vacant land is a huge mistake. Traffic in the area has increased drastically already. All the building in nearby Daytona is going to make it worse. Then throw in Avalon Park for a stand still Granada Blvd.

Because of the clear cutting of land, our environment is declining. Trees provide us with needed cleaning of our air and so much more. Where are the poor animals going to live?

So, why does our area need this apartment complex? It does NOT fit our area. All the homes around here are single family. Why can't that be considered instead of hordes of apartments? That would minimize impact. Where are the trees to absorb the rain and prevent flooding? Where will the animals live to keep nature in balance?

And when is Volusia County going to become concerned about the environment instead of more money in the coffers. We need more green space, not less. We voted for more Green Space.

Seems like no one cares about destroying Ormond Beach. Please DO NOT approve this project.

Thank you for reading my concerns.

Lucille Goggi
Breakaway Trails

Sent from my T-Mobile 5G Device
Get Outlook for Android

From: Cheray Cooney
To: Spraker, Steven
Subject: FOR PLANNING BOARD - TYMBER CREEK APARTMENTS
Date: Sunday, December 4, 2022 7:11:08 PM

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To Whom it may concern
Being a resident of Ormond Beach for over thirty years I am disheartened by all the development that has been allowed in our community.
Now someone is wanting to build apartments in an area that is all homes?? WHY!!??
That area does NOT need 300 hundred more cars in and out on Tymber Creek and SR40. To me that is ridiculous. Please take into consideration the impact that building apartments in this area will have on the value of the homes in the area. I do NOT believe that this is in the best interest of our community.
Building these apartments is a very bad idea. If it were up to me to put my vote in it would definitely be NO!!
Thank You
Cheray Eckersen-Cooney
Sent from Mail for Windows

From: Beth Putnam
To: Spraker, Steven
Subject: For planning board
Date: Sunday, December 4, 2022 9:53:53 AM

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I am totally against the building of apartments at the timber Creek project. The resident density and increased traffic is unreasonable for our area, not to mention the strain on our water supplies and infrastructure. I urge the board to turn this project down.
Beth Putnam, 83 Dix Avenue, ormond beach

Sent from my iPhone

From: Joanne Garnett
To: Spraker, Steven
Subject: 101 Fiesta Drive, Small-Scale Land Use Map Amendment and Zone Change Request
Date: Wednesday, December 7, 2022 1:14:04 PM

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello, Steven -

I'm a fairly new resident of Fiesta Heights, having moved to 111 Pinion Circle two years ago. I became aware of the land use and zone change request for 101 Fiesta Drive when my neighbor notified me about it a few days ago, and today I read over the staff reports and applications and walked to the property to do an onsite visit.

First off, thank you for the very thorough and thoughtful research regarding both requests. You presented both sides of the equation quite well and I appreciated that. Because I'm relatively new to the area, I don't have the institutional memory that many of my neighbors have about this subdivision and the adjoining office building. At the same time I do have some concerns which are largely based on my understanding that zone changes cannot be approved with conditions. In other words, even though the applicant is proposing that 101 Fiesta Drive be used for a parking lot, they could still be entitled to all the uses allowed in the proposed B-1 rezoning category. They are certainly stating that they only intend to construct a parking lot on the site, but are there any legally mandated guarantees that would preclude another office building from being constructed on the property in the future?

Aside from the potential for the rezoning to open up the lot to other uses in the B-1 zoning district, my concerns focus on the proposed parking lot's access, lighting, landscaping, and drainage. I am very glad to see that there would be a required neighborhood meeting and Site Plan Committee review before any lot development can occur, assuming the requests are approved. There is definitely a need for conversations among all parties before this moves forward: residents, Site Plan Committee, and the applicant. I would ask that these items be addressed:

Access: Looking at the site plan, it does not appear that the proposed parking lot will have access to Fiesta Drive. This must be confirmed, because we live in a residential neighborhood that is 100 percent built out. That corner does not need additional traffic on it that is not related to the subdivision itself.

Lighting: This is a critical issue, because no one wants parking lot lights shining into their windows at all hours of the night. Plans for lighting, if any, needs to be worked out with adjoining neighbors.

Landscaping: The site plan proposes several trees, vegetation, and fencing. This should help decrease vehicle noise to nearby residents. How are they enforced, and is there a timeline for their completion? Is there a requirement for the type of fencing that would be constructed to separate the parking lot from adjoining residential land uses?

Drainage: With the amount of storms and rain this area experiences, how will drainage be managed since the lot will be largely paved?

To sum up, this is a well established neighborhood that has been in existence since 1960 and upward (my house was built in 1978, which I believe was the last filing timeframe for the subdivision). The existing residential land use has been in place since before The Trails was developed, other area commercial development occurred, and perhaps before the office building at 801 West Granada was constructed. There is considerable concern that the proposed map amendment and zone change will have negative impacts on the residential subdivision due to further encroachment of nonresidential uses into the neighborhood. This must be carefully considered as part of the Planning Board and City Council discussions. If the requests are approved, there must be protections in place for the adjoining homes so that this subdivision continues to have the feel and character of a residential community.

Thank you for your consideration.

Joanne Garnett, FAICP
111 Pinion Circle
Ormond Beach 32174

From: Maria Lewis
To: Spraker, Steven
Subject: Proposed Tymber Creek Apartment Complex
Date: Thursday, December 8, 2022 12:45:16 PM

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mr. Spraker

I am writing to you to have my thoughts shared with the members of the Planning Board regarding the proposed apartment complex.

My husband and I grew up in the Coral Gables/Coconut Grove area of Miami, Fl. In the mid-80's we watched the area boom and also become the home of the "cocaine cowboys". As a real estate broker there, our clients were no longer the move up or downsize for retirement in the area....no they were the sell and move out clients. After researching different areas of the state, we chose Ormond Beach as our home to relocate to, start our business over and raise our 2 sons, 3 and 5, at the time. This area reminded us of the community minded area we had grown up in.

The proposed development into a 300 unit apartment complex behind Walgreens will essentially change that quality of life for many residents on the west side of Ormond Beach. With rents being on the unaffordable side, you have the potential of 4 adults living in a 2 bedroom unit creating the potential for not just 600 additional cars on the road but much more than that. impacting Tymber Creek Road, Airport Road and SR 40. You have the potential of overcrowding Pathways Elementary which already has a student:teacher ratio of 14:1. Yes, that is higher than the state average of 17:1 but remember Miami, Orlando, Ft Lauderdale, Jacksonville & Tampa are included and they are densely populated cities. I do not believe the residents of Ormond Beach want to become another Orlando or Miami.

What about our infracstructure impact? What about the additional services that will be needed?

This proposal may be for the highest use of this property but it is not the best use. We are sorely lacking in a nice Trails North Forty or South Forty style of home here ....I understand the property is currently zoned for a much lower density.....let's stick with that!

Thank you for your time.

Sincerely,

Maria Lewis

Maria Lewis
REALTOR/Broker-Associate

Re/Max Hall of Fame
Certified Residential Specialist (CRS)
Certified Luxury Home Marketing Specialist (CLHMS)
Seniors Real Estate Specialist (SRES)

Direct: 386.295.5898

#Your *Family* REALTOR

www.MariaLewis.com

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 8.C
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-25
Strategic Goal:	Transportation & Community Development - Other		
Department :	Planning & Building		
Subject:	RidgeHaven Subdivision, Zoning Map Amendment (SECOND READING)		
Budget Impact:	There is no budget impact as the result of this zoning map amendment.		
Summary:	This is a request from RidgeHaven, LLC, with authorization of the property owner, Snilloc Family Limited Partnership Number One, for a zoning map amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development, for 103.45 acres. The proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision. The Planning Board reviewed the zoning map amendment at the April 13, 2023 meeting and recommended approval with a 5-1 vote.		
Recommended Action:	The Planning Board recommended the City Commission APPROVE the zoning map amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development for 103.45 acres. The proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020,3136-01-23-0060, and 3136-01-24-0050		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director 5/17/2023



Claire Whitley, Assistant City Manager	5/17/2023	
Joyce Shanahan, City Manager	6/1/2023	

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: June 6, 2023

Subject: RidgeHaven Subdivision, Zoning Map Amendment (SECOND READING)

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request from RidgeHaven, LLC, with authorization of the property owner, Snilloc Family Limited Partnership Number One, for a zoning map amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development, for 103.45 acres. The proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020,3136-01-23-0060, and 3136-01-24-0050.

Background

The RidgeHaven subdivision includes nine parcels (Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050) that total 103.45 acres. Within the RidgeHaven subdivision land area there are eight (8) parcels individually owned (not owned by RidgeHaven) totaling approximately 5.7 acres. Seven (7) parcels are vacant and one parcel fronting Plantation Oaks Boulevard is developed with a single-family home. The RidgeHaven subdivision was located in unincorporated Volusia County with a desire to construct a subdivision. Representatives of the RidgeHaven subdivision had two options for subdivision development: (1) remain in unincorporated Volusia County and have Ormond Beach provide the project utilities or (2) become part of the North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA) area and develop the subdivision in Ormond Beach. The ISBA allows the annexation of land while creating enclaves that remain in unincorporated Volusia County. The City Commission adopted the original North U.S. 1 ISBA on August 19, 2014 per Ordinance 2014-27. Concurrently, the Volusia County Council adopted the ISBA on August 21, 2014 by Volusia County Ordinance 2014-12.

The original ISBA established the Municipal Service Area (MSA) and joint planning and service delivery agreement to the North U.S. Highway 1 area. The first amendment to the North U.S. 1 ISBA was approved to add the land associated with Plantation Oaks Subdivision and the 13 enclaves surrounding the subdivision to the adopted MSA. On August 20, 2019, the City Commission adopted the first amendment to the North U.S. Highway 1 ISBA. The Volusia County Council subsequently adopted the agreement on September 17, 2019. The City of Ormond Beach (December 7, 2021 with Ordinance 2021-43) and Volusia County (February 15, 2022 with Ordinance 2022-9) approved the second amendment to the North U.S. Highway 1 ISBA to add the land associated with the RidgeHaven subdivision and the individually owned parcels not owned by RidgeHaven to the adopted MSA. During the County Council presentation and discussion, the RidgeHaven representative and city staff committed to establishing a limitation of 298 dwelling units for the entire RidgeHaven area. On March 22, 2022, the City Commission approved Ordinance 2022-05 that annexed the RidgeHaven subdivision. With the ISBA and annexation approved, the next step for the RidgeHaven project was the assignment of a city land use designation.

For the existing land use entitlements, Volusia County staff analysis calculated a range of residential development of 716 to 1,052 dwelling units. The existing land use required a minimum of four units per acre. The city land use designation occurred with three separate actions.

Ordinance 2022-14 adopted July 19, 2022: The Ordinance amended the Future Land Use Element of the Comprehensive Plan to incorporate the second ISBA and provide a text limitation within Policy 9.1.4 that states the RidgeHaven land area shall not exceed 3 units per acre and no more than 298 dwelling units for the entire RidgeHaven property. The maximum theoretical residential density was reduced by 754 residential units. For the non-RidgeHaven properties, the Ordinance included the text restriction that these parcels would maintain a maximum gross residential density of eight (8) units per acre – the same density that existed in unincorporated Volusia County.

Ordinance 2022-18, adopted August 3, 2022: The Ordinance authorized the following actions:
Amended the Future Land Use Map designation for the RidgeHaven subdivision property (totaling 84.26 acres) from Volusia County “Urban Medium Intensity” (UMI) to Ormond Beach “Low Density Residential” (LDR). The Ordinance included the map annotation that the RidgeHaven subdivision would have a density restriction of three (3) units per acre and shall not exceed 298 residential units for the entire RidgeHaven subdivision; and

Amended the Future Land Use Map designation of the properties not associated with the RidgeHaven development from UMI to Ormond Beach “Medium Density Residential” (MDR). The Ordinance included the map annotation that these parcels would maintain a maximum gross residential density of eight (8) units per acre – the same density that existed in unincorporated Volusia County.

Ordinance 2022-12, adopted August 3, 2022: This Ordinance was for 19.19 acres owned by the RidgeHaven subdivision applicant that was part of the original ISBA area. The Ordinance amended the Future Land Use for the property from “Low Intensity

Commercial" (LIC) to MDR. The Ordinance contained a condition that the density shall be restricted to eight (8) units per acre within the 19.19 acres and the RidgeHaven subdivision including the 84.26 acres shall not exceed 298 residential units.

In summary, the project has:
-Amended the ISBA to allow annexation and development under Ormond Beach development standards;
-Annexed 103.45 acres, which is the RidgeHaven subdivision.
-Amended the land uses of two land areas from Volusia County "Urban Medium Intensity" (UMI) to "Low Density Residential" (LDR) and Ormond Beach "Low Intensity Commercial" (LIC) to "Medium Density Residential" (MDR) with a maximum development scenario of 298 residential units.
-Reduced the potential maximum residential development as allowed under the Volusia County "Urban Medium Intensity" (UMI).
-The ISBA land use amendment has amended the land use of the non-RidgeHaven outparcels to the same density (8 units per acre) as allowed under the Volusia County land use.

Discussion

The application seeks to allow 286 residential units as a Planned Residential Development. The Planned Residential Development is reviewed and acted upon as two (2) separate actions:

1. **Zoning map amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development. The zoning map amendment is the action sought for this staff report; and**
2. Issuance of a development order to construct 286 residential units and associated site improvements on 103.45 acres.

The two (2) actions will be discussed together at the public hearing and will require separate votes. The zoning map amendment is the application under consideration in this report. The zoning map amendment does not approve any specific development, but instead the framework for the issuance of the development order. The issuance of a development order contains site plans and project reports that detail the specific development. The items are intertwined and if there is a desire to approve or approve with conditions the issuance of the development order, then the zoning map amendment needs approval first. If there is a desire to deny the issuance of the development order, then the zoning map amendment should also be denied.

There are two other applications related to the project that are scheduled for the June 6, 2023 City Commission agenda:

1. Preliminary Plat. Section 1-22 of the Land Development Code defines a preliminary plat as "a proposed subdivision plan that in an exact and precise manner in which it may be evaluated pursuant to this Land Development Code and the comprehensive plan." Preliminary plats are not required with a planned development, however, this application has developed and submitted the preliminary plat with the zoning action. The preliminary plat contains the plat

document and the detailed subdivision engineering plan.

2. Partial plat vacation. The project is located with a 1926 plat with existing street layouts. The partial plat vacation would vacate portions of the 1926 plat and update to the RidgeHaven subdivision plat. The outparcels within the RidgeHaven subdivision would always have access to their property.

Chapter 1, Article II, Section 1-18(e)(3) of the Land Development Code states that the City Commission shall consider rezonings based on the consistency with the Comprehensive Plan. The zoning map amendment is consistent based upon the following points:

- The impacts on facilities and services will not increase as a result of the requested zoning amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development for 103.45 acres; and
- The zoning request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Land Use Plan Map designation of “Low Density Residential” and “Medium Density Residential”.

Planning Board

The Planning Board reviewed the zoning map amendment at the April 13, 2023 meeting and recommended approval with a 5-1 vote. There were three individuals who spoke before the Planning Board regarding the subdivision development. One individual sought additional screening of their property abutting a cul-de-sac which the applicant agreed with and the Planning Board made part of the approving motion for the issuance of the development order. Two individuals addressed the Planning Board expressing concern regarding the project and the potential impacts on the Ormond Lakes stormwater system. The applicant detailed how the stormwater management plan reduces both the rate and volume of stormwater discharge post site development compared to the pre-development conditions. The project engineer stated that stormwater has been re-directed into the Plantation Oaks stormwater system versus the pre-development condition of discharge to the Village of Pine Run and eventually through the Ormond Lakes stormwater system. City staff also verified that the adopted Stormwater Master Plan has a planned stormwater study of the Ormond Lakes area. There were no specific comments on the zoning map amendment. The Planning Board minutes are attached to this item.

Budget Impact

There is no budget impact as the result of this zoning map amendment.

Citizen Impact

The project has undergone a substantial path in order to develop in Ormond Beach versus unincorporated Volusia County. The project has voluntarily reduced the density of what was allowed under the Volusia County land use and zoning entitlements. It is not anticipated that the zoning map amendment would have negative citizen impacts because the agenda item only provides a framework of zoning for the issuance of the development order.

Recommendation

The Planning Board recommended the City Commission APPROVE the zoning map amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development for 103.45 acres. The proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020,3136-01-23-0060, and 3136-01-24-0050

Attachments:

1. 23- Ridgehaven ZMA (P23-0078G)
2. Exhibit A, RidgeHaven
3. Exhibit B, Ridgehaven_AMEND_ZONING
4. 04.13.2023, Zoning Map Amendment - RidgeHaven Subdivision PB Staff Report
5. Draft 04.13.2023, PB Minutes, RidgeHaven, ZMA

Approvals:

Kelly A. McGuire

Date: May 17, 2023

Kelly McGuire, Finance Director

Date: May 17, 2023

Claire Whitley, Assistant City Manager

Joyce Shanahan

Date: June 01, 2023

Joyce Shanahan, City Manager

ORDINANCE NO. 2023-25

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE NINE (9) CERTAIN PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 103.45 ACRES LOCATED SOUTH OF PLANTATION OAKS BOULEVARD, EAST OF ADDISON DRIVE, NORTH OF THE VILLAGE OF PINE RUN SUBDIVISION, AND WEST OF THE PLANTATION OAKS SUBDIVISION (VOLUSIA COUNTY PARCEL NUMBERS: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, AND 3136-01-24-0050) FROM VOLUSIA COUNTY R-4, URBAN SINGLE-FAMILY RESIDENTIAL, AND ORMOND BEACH B-8, COMMERCIAL, TO ORMOND BEACH, PLANNED RESIDENTIAL DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ridgehaven, LLC, a Florida Limited Liability Company, and Snilloc Family Limited Partnership Number One, a Florida Limited Partnership, are the owners of parcels of real properties ("Property Owners") located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision (Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-

01-23-0060, and 3136-01-24-0050), as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), and

WHEREAS, RidgeHaven, LLC, with authorization of Snilloc Family Limited Partnership Number One, has submitted an application to the city for a zoning map amendment for the Property from Volusia County R-4, Urban Single-Family Residential, and Ormond Beach B-8, Commercial, to Ormond Beach Planned Residential Development (PRD), and

WHEREAS, the Property to be re-zoned is more than ten contiguous acres, consisting of approximately 103.45 contiguous acres, and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(3), of the *Land Development Code*, and

WHEREAS, the City Commission held a public hearing regarding this matter as required by Section 166.041(3)(c)(2), *Florida Statutes*, and

WHEREAS, all applicable legal notice requirements have been complied with, and

WHEREAS, the City Commission finds the proposed rezoning to be consistent with the Future Land Use Element, and the Future Land Use Map, of the City's adopted *Comprehensive Plan*, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. Paragraph C, Official Zoning Map, of Section 2-01, Established, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida is hereby amended by amending the Official Zoning Map, to change the zoning designation of the property described and depicted on Exhibit "A" (Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050) from Volusia County R-4, Urban Single-Family Residential, and Ormond Beach B-8, Commercial, to Ormond Beach Planned Residential Development (PRD), as shown and depicted in Exhibit "B".

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. This Ordinance shall be effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 16th day of May, 2023.

PASSED UPON at the second and final reading of the City Commission, this 6th day of June, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"

RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 23, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE; 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1804.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°49'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 149.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 426.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; SAID NON TANGENT CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 763.96 FEET, A CENTRAL ANGLE OF 18° 21'39" AND A CHORD BEARING OF N07°02'04"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 244.82 FEET TO THE POINT OF TANGENCY; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 874.48 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHEAST CORNER OF SAID LOT 3; THENCE S87°51'51"W ALONG THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO A BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY ; THENCE N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED ON MAP BOOK 59, PAGES 138–154; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE N88°19'26"E, 345.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S02°05'34"E, 361.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 25; THENCE S88°15'13"W, 345.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N02°06'23"W, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 25, BEING THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 24; THENCE S88°18'23"W, 345.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N02°07'12"W, 271.46 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.

SURVEYORS NOTES

1. NOTICE: THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT #1016422; ISSUING OFFICE #3714601, FILE #2832–17 DATED FEBRUARY 10, 2021 AT 11:00 PM..
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF SECTION 36 BEING S02°04'46E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER NGS MONUMENT DESIGNATION X–226 HAVING A PUBLISHED ELEVATION OF 28.48' NAVD 88. (NGVD 30.573 FEET)
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0203K. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"=500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. THE PORTION OF PENNSYLVANIA AVENUE SHOWN HEREON AS VACATED (PER ORB 5498, PAGE 1745)(VOLUSIA COUNTY RESOLUTION 2005–15) HAS BEEN INCLUDED IN THIS BOUNDARY SURVEY ALTHOUGH IT WAS NOT INCLUDED IN THE DESCRIPTION PROVIDED BY THE TITLE COMPANY IN THE COMMITMENT SHOWN IN NOTE #1 ABOVE.
10. THE VERTICAL RELIEF SHOWN HEREON IS BASED ON A GROUND SURVEY PERFORMED BY SLIGER & ASSOCIATES, INC.

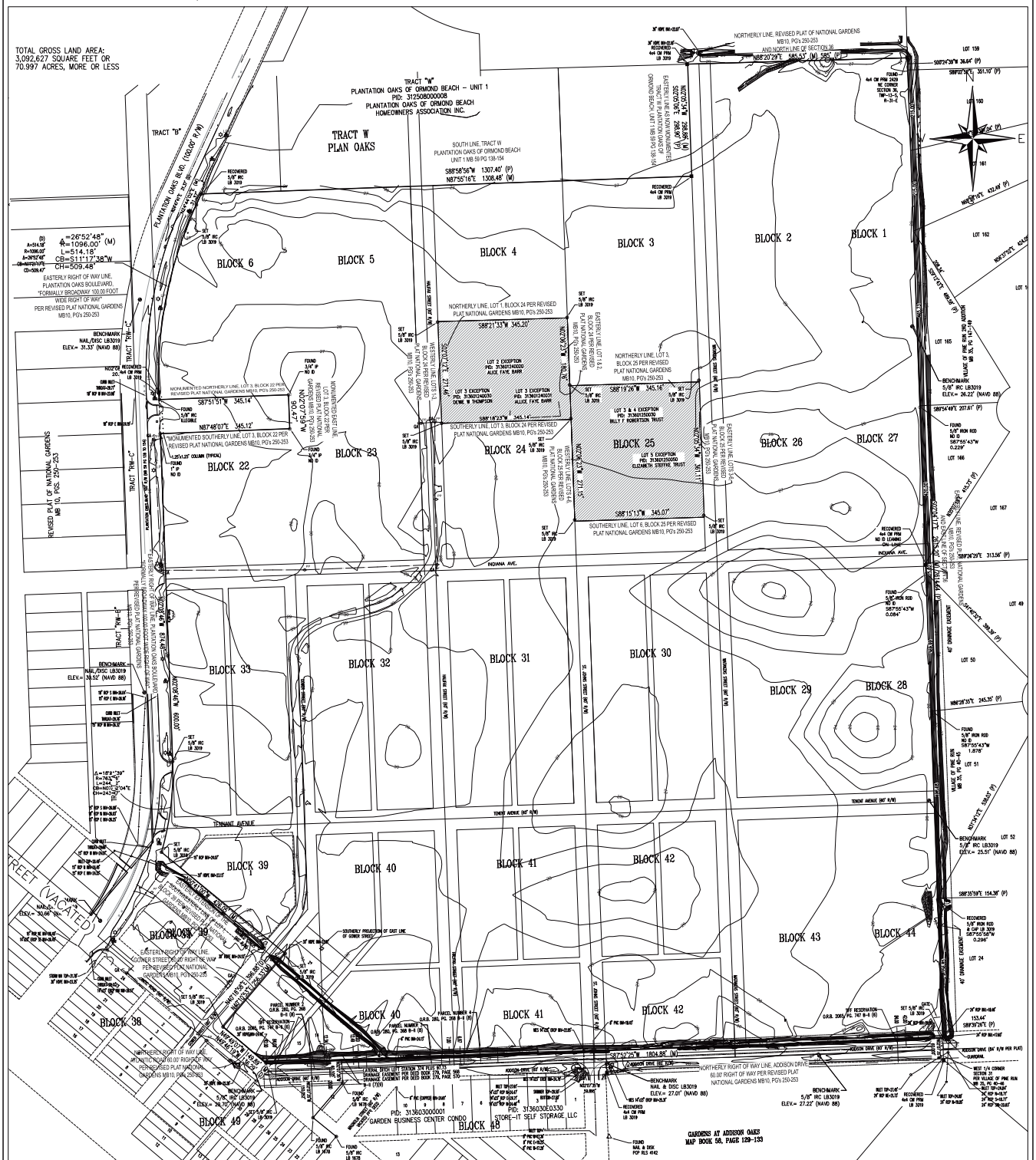
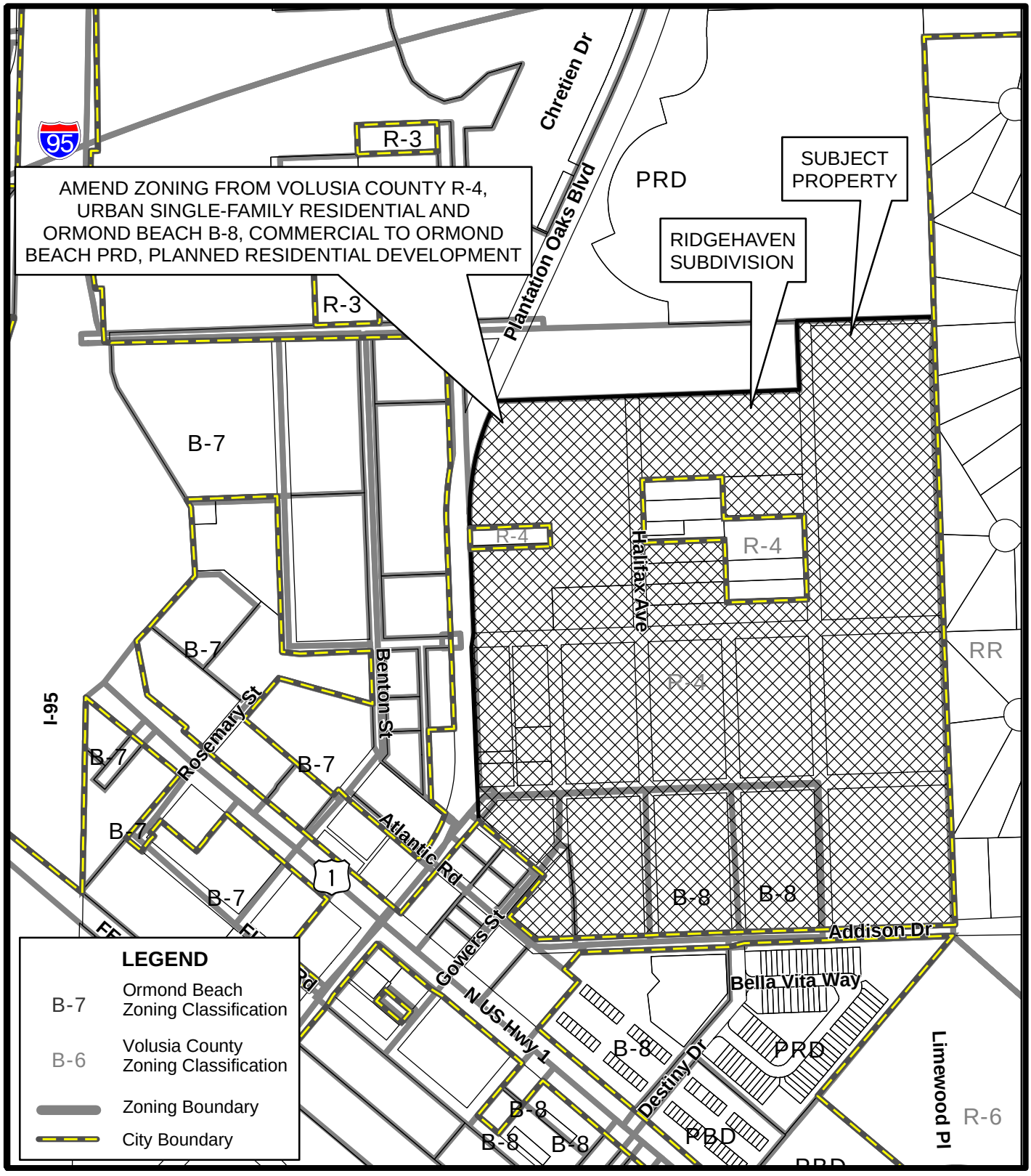

TOTAL GROSS LAND AREA:
3,092,627 SQUARE FEET OR
70.997 ACRES, MORE OR LESS
TRACT "W"
PLANTATION OAKS OF ORMOND BEACH – UNIT 1
PID: 3125080000008
PLANTATION OAKS OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.
TRACT W
PLAN OAKS
TRACT "B"
PLANTATION OAKS BLVD. (100.00' R/W)
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS MB10, PG's 250-253 AND NORTH LINE OF SECTION 36
N88°20'29"E 585.53' (M) 585' (P)
S00°24'28"W 36.64' (P)
S89°02'54"E 351.10' (P)
SOUTH LINE, TRACT W PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
S88°58'56"W 1307.40' (P)
N87°55'16"E 1308.48' (M)
EASTERLY LINE AS NOW MONUMENTED, TRACT W PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
N02°05'34"W 298.88' (M)
N02°04'46"W 299.00' (P)
EASTERLY RIGHT OF WAY LINE, PLANTATION OAKS BOULEVARD, "FORMALLY BROADWAY" 100.00 FOOT WIDE RIGHT OF WAY" PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
(R) Δ=26°52'48" R=1096.00' L=514.18' CB=S11°17'38"W CH=509.48'
(M) Δ=26°52'48" R=1096.00' L=514.18' CB=S11°17'38"W CH=509.47'
BLOCK 6
BLOCK 5
BLOCK 4
BLOCK 3
BLOCK 2
BLOCK 1
NORTHERLY LINE, LOT 1, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°21'33"W 345.20'
EASTERLY LINE, LOT 1 & 2, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
N02°06'23"W 180.76'
WESTERLY LINE, LOTS 1 & 2, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S02°06'23"E 271.46'
LOT 2 EXCEPTION PID: 3136021440001 ALICE FAYE BARR
LOT 3 EXCEPTION PID: 3136021440010 DENISE N THOMPSON
LOT 3 EXCEPTION PID: 3136021440020 ALICE FAYE BARR
NORTHERLY LINE, LOT 3, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°19'26"W 345.16'
LOT 3 & 4 EXCEPTION PID: 3136012550030 BILLY F ROBERTSON TRUST
EASTERLY LINE, LOTS 3 & 4, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
N02°06'23"W 271.15'
SOUTHERLY LINE, LOT 3, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°18'23"W 345.14'
SOUTHERLY LINE, LOT 6, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°15'13"W 345.07'
LOT 5 EXCEPTION PID: 3136012550050 ELIZABETH STRIFFAE TRUST
BLOCK 22
BLOCK 23
BLOCK 24
BLOCK 25
BLOCK 26
BLOCK 27
REVISED PLAT OF NATIONAL GARDENS MB 10, PGS. 250-253
TRACT "RW-C"
MONUMENTED NORTHERLY LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S87°51'51"W 345.14'
N87°48'07"E 345.12'
MONUMENTED SOUTHERLY LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
MONUMENTED EAST LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
N02°07'59"W 90.47'
1.25'x1.25' COLUMN (TYPICAL)
INDIANA AVENUE
BENCHMARK NAIL/DISC LB3019 ELEV.= 31.33' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 26.22' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 25.51' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 27.01' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 27.22' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 33.52' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 30.68' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 29.70' (NAVD 88)
S89°26'29"E 313.56' (P)
S89°26'26"E 345.35' (P)
S89°35'59"E 154.38' (P)
S89°39'26"E (P)
153.44'
S87°52'26"W 1804.88' (M)
TENNANT AVENUE
TENNANT AVENUE (VACATED)
BLOCK 32
BLOCK 33
BLOCK 31
BLOCK 30
BLOCK 29
BLOCK 28
BLOCK 39
BLOCK 40
BLOCK 41
BLOCK 42
BLOCK 43
BLOCK 44
BLOCK 38
BLOCK 49
BLOCK 48
GOWER STREET (60' R/W)
EASTERLY RIGHT OF WAY LINE, GOWER STREET, 60.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
SOUTHERLY PROJECTION OF EAST LINE OF GOWER STREET
NORTHERLY RIGHT OF WAY LINE, ATLANTIC ROAD 60.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
ADDISON DRIVE (80' R/W)
NORTHERLY RIGHT OF WAY LINE, ADDISON DRIVE 80.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
PID: 3136030000001 GARDEN BUSINESS CENTER CONDO
PID: 3136030E0330 STORE-IT SELF STORAGE, LLC
GARDENS AT ADDISON OAKS MAP BOOK 58, PAGE 129–133
FOUND NAIL & DISK PCP RLS 6142
LOT 159
LOT 160
LOT 161
LOT 162
LOT 165
LOT 166
LOT 167
LOT 49
LOT 50
LOT 51
LOT 52
LOT 24
LOT 1
VILLAGE OF PINE RUN, SECTION 36 MB 35, PG 147–149
VILLAGE OF PINE RUN MB 35, PG 40–42
40' DRAINAGE EASEMENT
TENNANT AVENUE (80' R/W)
INDIANA AVENUE (80' R/W)
GOWER STREET (60' R/W)
ADDISON DRIVE (80' R/W)
ADDISON DRIVE (80' R/W PER PLAT) (UNNAMED)
WEST 1/4 CORNER SECTION 36 PER VILLAGE OF PINE RUN MB 35, PG 40–42
SOUTH 1/4 CORNER SECTION 36 PER VILLAGE OF PINE RUN MB 35, PG 40–42
NORTHEAST CORNER SECTION 36
SOUTHEAST CORNER SECTION 36
SET 5/8" IRC LB 3019
RECOVERED 4x4 CM PRM LB 3019
FOUND 5/8" IRC NO ID
FOUND 4x4 CM PRM 2429 NE CORNER SECTION 36, TWP-13-S R-31-E
FOUND 5/8" IRON ROD NO ID S87°55'43"W 0.229'
FOUND 5/8" IRON ROD NO ID S87°55'43"W 0.084'
FOUND 5/8" IRON ROD NO ID S87°55'43"W 1.816'
FOUND 5/8" IRON ROD NO ID S87°55'43"W 0.296'
RECOVERED 4x4 CM PRM NO ID LEANING ON LINE
RECOVERED 4x4 CM PRM NO ID
SET 5/8" IRC LB 3019 DATE:
NOT RECOVERED
NOT TIP-OUT
NOT RECOVERED 4x4 CM PRM LB 3019
NOT TIP-OUT 3/4" IRC S-60.57
NOT TIP-OUT 3/4" IRC S-60.57 3/4" IRC S-60.57
NOT TIP-OUT 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57
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NOT TIP-OUT 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57
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NOT TIP-OUT 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57 3/4" IRC S-60.57
RECOVERED 4x4 CM PRM LB 3019
FOUND 5/8" IRC LB 3019
FOUND 5/8" IRC LB 3019
FOUND 5/8" IRC

EXHIBIT "B"



ZONING MAP
RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

N.T.S.

STAFF REPORT

City of Ormond Beach
Department of Planning

MEETING DATE: April 13, 2023

SUBJECT: RidgeHaven Subdivision: **Zoning Map Amendment to Planned Residential Development**

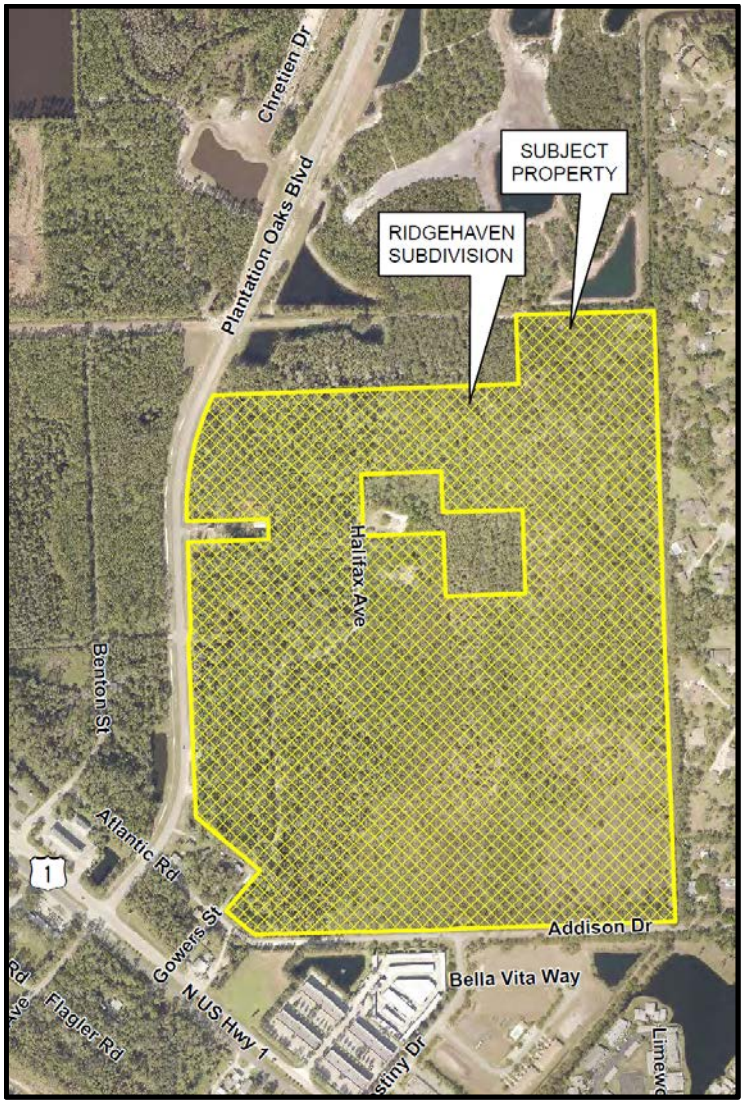
APPLICANT: RidgeHaven, LLC, with authorization of the property owner, Snilloc Family Limited Partnership Number One

NUMBER: ZMA 2022-061(A)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1: INTRODUCTION: This is a request from RidgeHaven, LLC, with authorization of the property owner, Snilloc Family Limited Partnership Number One, for a zoning map amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development, for 103.45 acres. The proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020,3136-01-23-0060, and 3136-01-24-0050. The subject property is shown in Exhibit 1.

EXHIBIT 1: RidgeHaven subdivision location map



SECTION 2, BACKGROUND: The RidgeHaven subdivision includes nine parcels (Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050) that total 103.45 acres. Within the RidgeHaven subdivision land area there are eight (8) parcels individually owned (not owned by RidgeHaven) totaling approximately 5.7 acres. Seven (7) parcels are vacant and one parcel fronting Plantation Oaks Boulevard is developed with a single-family home. The RidgeHaven subdivision was located in unincorporated Volusia County with a desire to construct a subdivision. Representatives of the RidgeHaven subdivision had two options for subdivision development: (1) remain in unincorporated Volusia County and have Ormond Beach provide the project utilities or (2) become part of the North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA) area and develop the subdivision in Ormond Beach. The Interlocal Service Boundary Agreement allows the annexation of land while creating enclaves that remain in unincorporated Volusia County.

The City Commission adopted the original North U.S. 1 Interlocal Service Boundary Agreement on August 19, 2014 per Ordinance 2014-27. Concurrently, the Volusia County Council adopted the Interlocal Service Boundary Agreement on August 21, 2014 by Volusia County Ordinance 2014-12. The original Interlocal Service Boundary Agreement established the Municipal Service Area (MSA) and joint planning and service delivery agreement to the North U.S. Highway 1 area. The first amendment to the North U.S. 1 Interlocal Service Boundary Agreement was approved to add the land associated with Plantation Oaks Subdivision and the 13 enclaves surrounding the subdivision to the adopted Municipal Service Area. On August 20, 2019, the City Commission adopted the first amendment to the North U.S. Highway 1 Interlocal Service Boundary Agreement. The Volusia County Council subsequently adopted the agreement on September 17, 2019. The City of Ormond Beach (December 7, 2021 with Ordinance 2021-43) and Volusia County (February 15, 2022 with Ordinance 2022-9) approved the second amendment to the North U.S. Highway 1 Interlocal Service Boundary Agreement to add the land associated with the RidgeHaven subdivision and the individually owned parcels not owned by RidgeHaven to the adopted Municipal Service Area. During the County Council presentation and discussion, the RidgeHaven representative and city staff committed to establishing a limitation of 298 dwelling units for the entire RidgeHaven area. On March 22, 2022, the City Commission approved Ordinance 2022-05 that annexed the RidgeHaven subdivision.

With the Interlocal Service Boundary Agreement and annexation approved, the next step for the RidgeHaven project was the assignment of a city land use designation. For the existing land use entitlements, Volusia County staff analysis calculated a range of residential development of 716 to 1,052 dwelling units. The existing land use required a minimum of four units per acre. The city land use designation occurred with three separate actions:

1. Ordinance 2022-14 adopted July 19, 2022: The Ordinance amended the Future Land Use Element of the Comprehensive Plan to incorporate the second Interlocal Service Boundary Agreement and provide a text limitation within Policy 9.1.4 that states the RidgeHaven land area shall not exceed 3 units per acre and no more than 298 dwelling units for the entire RidgeHaven property. The maximum theoretical residential density was reduced by 754 residential units. For the non-

RidgeHaven properties, the Ordinance included the text restriction that these parcels would maintain a maximum gross residential density of eight (8) units per acre – the same density that existed in unincorporated Volusia County.

2. Ordinance 2022-18, adopted August 3, 2022: The Ordinance authorized the following actions:

   A. Amended the Future Land Use Map designation for the RidgeHaven subdivision property (totaling 84.26 acres) from Volusia County "Urban Medium Intensity" (UMI) to Ormond Beach "Low Density Residential" (LDR). The Ordinance included the map annotation that the RidgeHaven subdivision would have a density restriction of three (3) units per acre and shall not exceed 298 residential units for the entire RidgeHaven subdivision; and

   B. Amended the Future Land Use Map designation of the properties not associated with the RidgeHaven development from "Urban Medium Intensity" (UMI) to Ormond Beach "Medium Density Residential" (MDR). The Ordinance included the map annotation that these parcels would maintain a maximum gross residential density of eight (8) units per acre – the same density that existed in unincorporated Volusia County.

3. Ordinance 2022-18, adopted August 3, 2022: This Ordinance was for 19.19 acres owned by the RidgeHaven subdivision applicant that was part of the original Interlocal Service Boundary Agreement area. The Ordinance amended the Future Land Use for the property from "Low Intensity Commercial" (LIC) to "Medium Density Residential" (MDR). The Ordinance contained a condition that the density shall be restricted to eight (8) units per acre within the 19.19 acres and the RidgeHaven subdivision including the 84.26 acres shall not exceed 298 residential units.

In summary, the project has:

1. Amended the Interlocal Service Boundary Agreement to allow annexation and development under Ormond Beach development standards;
2. Annexed 103.45 acres that is the RidgeHaven subdivision.
3. Amended the land uses of two land areas from Volusia County "Urban Medium Intensity" (UMI) to "Low Density Residential" (LDR) and Ormond Beach "Low Intensity Commercial" (LIC) to "Medium Density Residential" (MDR) with a maximum development scenario of 298 residential units.
4. Reduced the potential maximum residential development as allowed under the Volusia County "Urban Medium Intensity" (UMI).
5. The Interlocal Service Boundary Agreement land use amendment has amended the land use of the non-RidgeHaven outparcels to the same density (8 units per acre) as allowed under the Volusia County land use.

The following are the abutting uses to the subject properties:

EXHIBIT 2: Abutting land use and zoning designations

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	**Future Land Use Designation**	**Zoning Classification**
North	Plantation Oaks PRD	"Low Density Residential"	PRD, Planned Residential Development
South	Across Addison Drive, Gardens of Bella Vita & MBA Business Center	"Medium Density Residential" and "Low Intensity Commercial"	PRD, Planned Residential Development and B-8, Commercial
East	Village of Pine Run	Volusia County "Rural"	Volusia County RR (Rural Residential)
West	Across Plantation Oaks Boulevard	"Medium Density Residential"	R4, Single-Family Cluster and townhouse

SECTION 3, APPLICATION PROCESS:

Application process

The application seeks to allow 286 residential units as a Planned Residential Development. The Planned Residential Development is reviewed and acted upon as two (2) separate actions:

A. Zoning map amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development. The zoning map amendment is the action sought for this staff report; and

B. Issuance of a development order to construct 286 residential units and associated site improvements on 103.45 acres.

The two (2) actions will be discussed together at the public hearing and will require separate votes. The zoning map amendment is the application under consideration in this report. The zoning map amendment does not approve any specific development, but instead the framework for the issuance of the development order. The issuance of a development order contains site plans and project reports that detail the specific development. The items are intertwined and if there is a desire to approve or approve with conditions the issuance of the development order, then the zoning map amendment needs approval first. If there is a desire to deny the issuance of the development order, then the zoning map amendment should also be denied.

Other applications:

1. Preliminary Plat. Section 1-22 of the Land Development Code defines a preliminary plat as "a proposed subdivision plan that in an exact and precise

manner in which it may be evaluated pursuant to this Land Development Code and the comprehensive plan". Preliminary plats are not required with a planned development, however, this application has developed and submitted the preliminary plat with the zoning action. The preliminary plat contains the plat document and the detailed subdivision engineering plan.

There are two options for development once a Preliminary Plat has been approved:

Option 1 - Proceed with the application for construction for completion of the required improvements prior to recording the final plat per Section 4-18(8)(a) of the Land Development Code. When the required off-site and on-site improvements are complete, the final plat along with the records and data would be submitted by the applicant to the City Engineer and reviewed by the Site Plan Review Committee (SPRC). The final plat would be approved by the City Commission and recorded.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat per Section 4-18(b) of the Land Development Code. With this option, the applicant files surety documents guaranteeing that such improvements will be installed. All guarantees are incorporated in a bonded agreement for the construction of the required improvements in the form acceptable to the City Attorney. The final plat would be recorded and the applicant would then construct the improvements.

2. Partial plat vacation. The project is located with a 1926 plat with existing street layouts. The partial plat vacation would vacate portions of the 1926 plat and update to the RidgeHaven subdivision plat. The outparcels within the RidgeHaven subdivision would always have access to their property.

Project process: The Planned Business Development is reviewed and acted upon as two separate actions: (1) zoning map amendment and (2) issuance of a development order. The two actions will be discussed together at the public hearing and require separate votes. The project has the following approval process:

1. **Site Plan Review Committee (SPRC).** The Site Plan Review Committee is comprised of city departments who review site plan applications for consistency with the Land Development Code and Comprehensive Plan. This committee provides a technical review of development submittals.

2. **Neighborhood meeting.** The Land Development Code requires a neighborhood meeting where a project abuts a residential zoning district. The neighborhood meeting was conducted on July 26, 2022 and is summarized in the analysis section of this report.

3. **Planning Board.** The Planning Board conducts one public hearing for a zoning map amendment and issuance of a development order. The Planning Board provides a recommendation to the City Commission. Applications, whether recommended for approval or denial, are forwarded to the City Commission for action. The Planning Board in its recommendation is required to consider the following:

   a. Application submitted by the applicant;

b. Staff report;
c. Written correspondence provided;
d. Testimony presented at the public hearing; and
e. Criteria for rezonings and issuance of a Development Order.

4. **City Commission.** The City Commission, as the elected body, provides the final action on zoning map amendments and issuance of development orders. The tentative City Commission dates for this project are May 16, 2023 and June 6, 2023. Section 1-18(e) of the Land Development Code requires the City Commission to consider:

   a. Report and recommendation of the Site Plan Review Committee and the Planning Board.
   b. Report and recommendation of other city departments and advisory boards, as appropriate.
   c. Comments of governmental agencies, utility corporations and individuals, as received.

   Section 1-18 of the Land Development Code also provides the review criteria for development orders listed in the analysis section of this report. Exhibit 3 below shows a summary of the application process.

EXHIBIT 3: Application process

PZ-22-061		
Action	**Date**	**Notes**
1st SPRC submittal	May 23, 2022	SPRC review: June 13, 2022
Neighborhood meeting	July 26, 2022	Letter - 600' mail radius; newspaper ad
2nd SPRC submittal	September 23, 2022	SPRC review: October 14, 2022
3rd SPRC submittal	November 22, 2022	SPRC review: December 20, 2022
4th SPRC submittal	January 17, 2023	SPRC review: February 3, 2022
5th SPRC submittal	March 3, 2023	SPRC review: March 27, 2023
Planning Board	April 13, 2023	Letter - 300' mail radius; newspaper ad; site posting
City Commission, 1st	May 16, 2023	Letter - 300' mail radius; newspaper ad
City Commission, 2nd	June 6, 2023	Newspaper ad
SPRC final review	To be determined	

The project has also been posted on the city website under the Planning Department at: (1) Development Reports, https://www.ormondbeach.org/1019/RidgeHaven and (2) Public Hearing Advertisements and Notices, https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice.

SECTION 4, ANALYSIS:

Comprehensive Plan

The Comprehensive Plan contains a land use map that provides the vision of uses and residential density and nonresidential intensity. The Comprehensive Plan is an overall guide/roadmap for development within Ormond Beach. The subject property has a land use category of "Low Density Residential" and "Medium Density Residential" as defined in the Future Land Use Element as follows:

Low Density Residential (LDR) – 84.26 acres

Purpose: To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: up to 4.3 units per acre

Maximum FAR: 0.2

Medium Density Residential (MDR) – 19.19 acres

Purpose: To allow a variety of highly aesthetic dwelling units, encouraging the establishment of recreation areas and open space and discouraging look-alike rows of dwellings. MDR also allows the development of relatively low-density duplex, townhouse and multi-family projects which emphasize open space and maintain a low profile, thus maximizing the compatibility with single-family areas. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: Minimum 5-12 units per acre except in the Downtown Community Redevelopment Area where 5 - 15 units shall be allowed.

Maximum FAR: 0.3

The "Low Density Residential" and "Medium Density Residential" land uses would typically allow a maximum theoretical city land use density of 515 residential units. The map annotation included in the land use amendments for the project limits that maximum residential density to 298 units.

Existing Zoning Districts: The subject property has two (2) existing zoning classifications: (1) R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial. The R-4, Urban Single-Family Residential zoning district purpose and intent "is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods." The Volusia County R-4, Urban Single-Family Residential zoning district allows cluster and zero lot line subdivisions, houses of worship, and single-family standard or manufactured modular dwellings.

The Ormond Beach B-8, Commercial zoning districts purpose:

> "is to provide for the establishment of general commercial activities, other than automotive or heavy commercial uses, on properties that abut arterial roads. Due to the proximity of lands in the district to residential areas, these district regulations are intended to promote the preservation of natural vegetation, increase

> opportunities for beautification and provide extensive buffering between nonresidential and residential uses not otherwise separated from each other by a collector or arterial road. Multifamily, governmental and institutional uses are also encouraged in such corridors as a relief from extensive strip commercial development, and allowable uses are restricted to those most compatible with residential uses. When used in conjunction with the Planned Business Development District, these regulations are intended to encourage the establishment of totally planned, multiuse, community-level centers having a variety of retail, office, restaurant, recreation and institutional uses." Ormond Beach B-8, Commercial zoning district allows retail, restaurants, offices, and multi-family uses."

Proposed zoning district: Planned Residential Development

The project application seeks to obtain a Planned Residential Development zoning designation. According to Chapter 2, Article II, Section 2-35 of the Land Development Code the purpose of the Planned Business Development zoning district:

> "is to provide more flexibility with regard to land use, density and dimensional standards, and other requirements of this Land Development Code, to encourage developments that incorporate innovative concepts of site planning, coordinated architectural and functional design, higher level of amenities, increased amounts of open space, recreation and landscaping, and a better living environment overall."

The Planned Residential Development zoning district allows a site-specific development plan to be developed. This zoning district requires a holding capacity analysis, common open space, recreation areas, and additional natural preservation. The site-specific development plan is part of the issuance of the development order.

Neighborhood meeting

The project conducted a required neighborhood meeting on July 26, 2022. The project team presented the development plan. Items discussed at the neighborhood meeting included:

1. Density reduction from Volusia County zoning;
2. No access proposed from Addison Drive;
3. Interface with Village of Pine Run;
4. Easement required for existing Volusia County ditch abutting Village of Pine Run;
5. Types of residential uses proposed;
6. Stormwater; and
7. Connection to city water and sewer.

SECTION 5, CRITERIA FOR APPROVAL: There are certain criteria that must be evaluated before a Planned Business Development amendment can be approved. **It is important to note that this item is solely for the zoning map amendment and not the detailed site plan development order**. According to Chapter 1, Article I, Section 1-15. C.3 of the Land Development Code, the Planning Board shall consider the following when making its decision:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally**

permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

The proposed action is a zoning map amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development for 103.45 acres. This item does not approve a specific development plan which is reviewed with the development order item. The zoning map amendment will not adversely affect public health, safety, welfare or the quality of life.

2. The proposed development is consistent with the Comprehensive Plan.

The subject property has two (2) land uses of "Low Density Residential" and "Medium Density Residential". The location is appropriate for residential uses and is consistent with the Comprehensive Plan. The land use designations and allowable density and intensity was discussed in the analysis section of the report. The Comprehensive Plan contains the following Goals, Objectives and Polices related to the zoning map amendment:

Future Land Use Element

GOAL 1. LAND USE DISTRIBUTION

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING OR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

OBJECTIVE 1.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY 1.1.3.

Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.

POLICY 1.1.5.

Encourage innovative design measures for new residential developments and ensure that adequate provision is made for neighborhood facilities suitable to the type of development proposed.

POLICY 1.1.6.

Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.

Housing Element

GOAL 1. HOUSING SUPPLY

ENSURE THE AVAILABLITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

OBJECTIVE 1.1. HOUSING SUPPLY

The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low- and moderate-income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.

OBJECTIVE 1.2. PROVISION OF ADEQUATE SERVICES AND FACILITIES

Each existing housing development and residential neighborhood along with all new housing development shall meet existing adopted level of service standards.

POLICY 1.2.1.

The general residential development pattern in the city should be in accord with the community's growth strategy for residential densities, as stipulated within the Future Land Use Element.

The zoning map amendment is consistent with the Comprehensive Plan.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The zoning action does not approve a specific development plan and this criterion would be reviewed as part of the issuance of the development order.

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The zoning map

amendment seeks to allow the framework for uses consistent with the land use designation.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. A traffic study is provided with the issuance of the development order item.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The functional use of space would be reviewed as part of the development order agenda item.

8. **The proposed development provides for the safety of occupants and visitors.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The site plan (development order item) would review the safety of occupants and visitors.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The site plan (development order item) would review the use of materials and architectural features.

10. **The testimony provided at public hearings**.

    There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

Section 1-15(D)(3)(b) of the Land Development Code states that the Planning Board shall consider rezoning applications based on the consistency with the Comprehensive Plan. The zoning map amendment is consistent based upon the following points:

- The impacts on facilities and services will not increase as a result of the requested zoning amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development for 103.45 acres; and

- The zoning request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Land Use Plan Map designation of “Low Density Residential” and “Medium Density Residential”.

SECTION 6, RECOMMENDATION: This agenda item seeks to allow a zoning map amendment to PRD, Planned Residential Development. The agenda item does not approve any specific development approval, but instead a framework for these zoning actions. It is recommended that the Planning Board recommend **APPROVAL** of the zoning map amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development for 103.45 acres. The proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020,3136-01-23-0060, and 3136-01-24-0050. The project is tentatively scheduled for the City Commission on May 16, 2023 (first reading) and if approved on first reading, the second reading will be on June 6, 2023 (final reading).

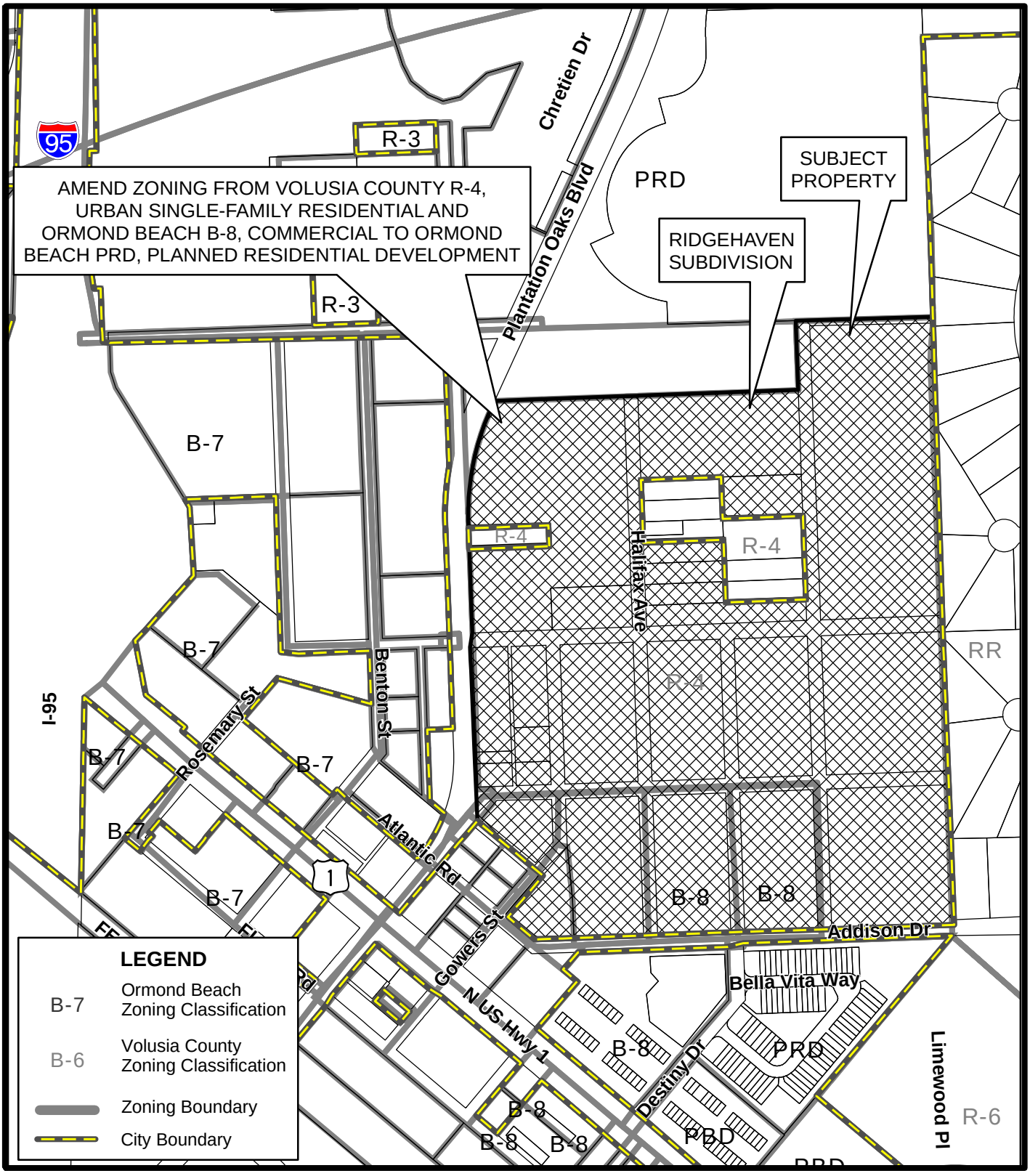
Attachments:

Attachment 1: Zoning map

Attachment 2: Location, aerial, land use maps

ATTACHMENT 1

Zoning map



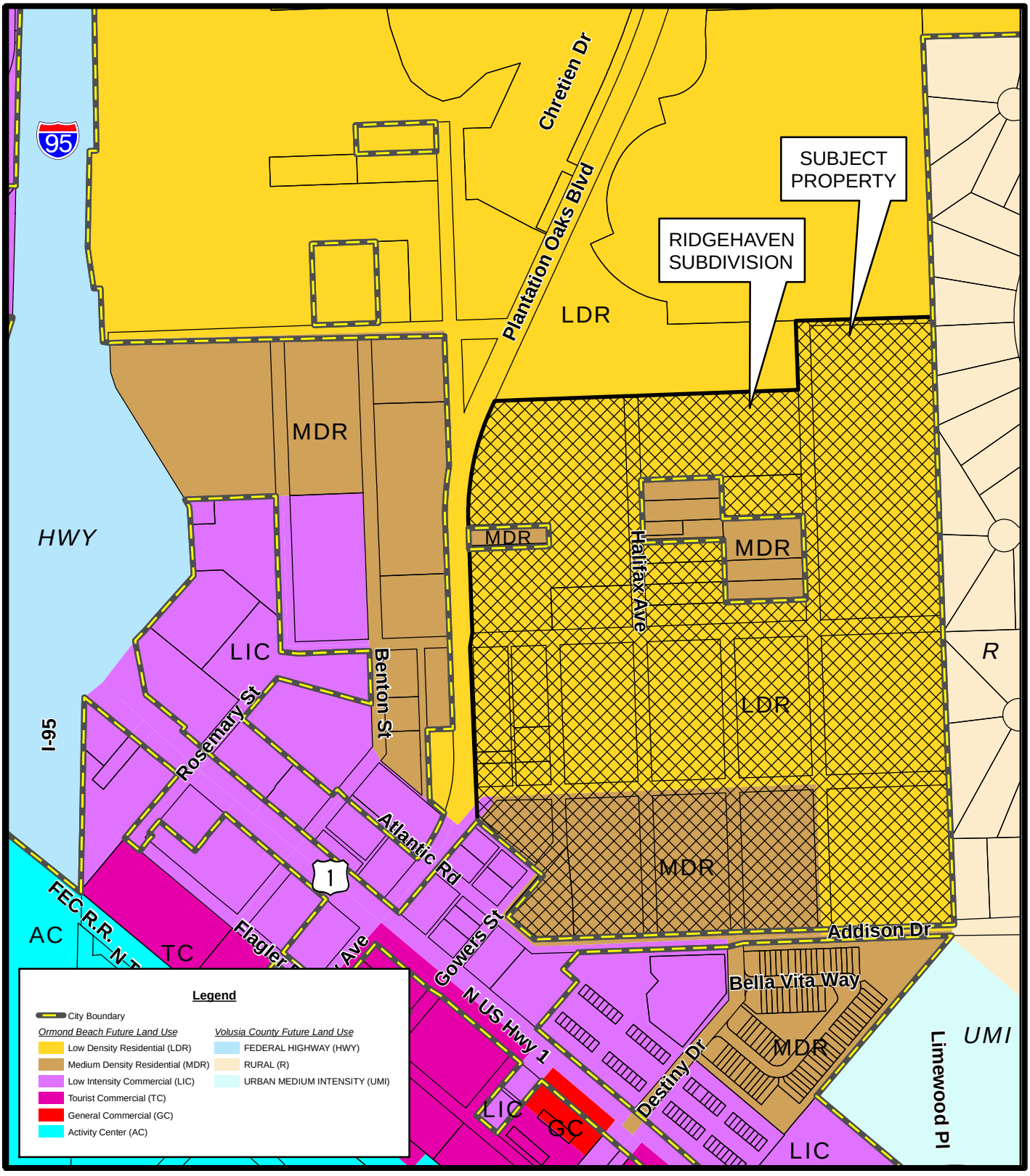
ZONING MAP
RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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ATTACHMENT 2

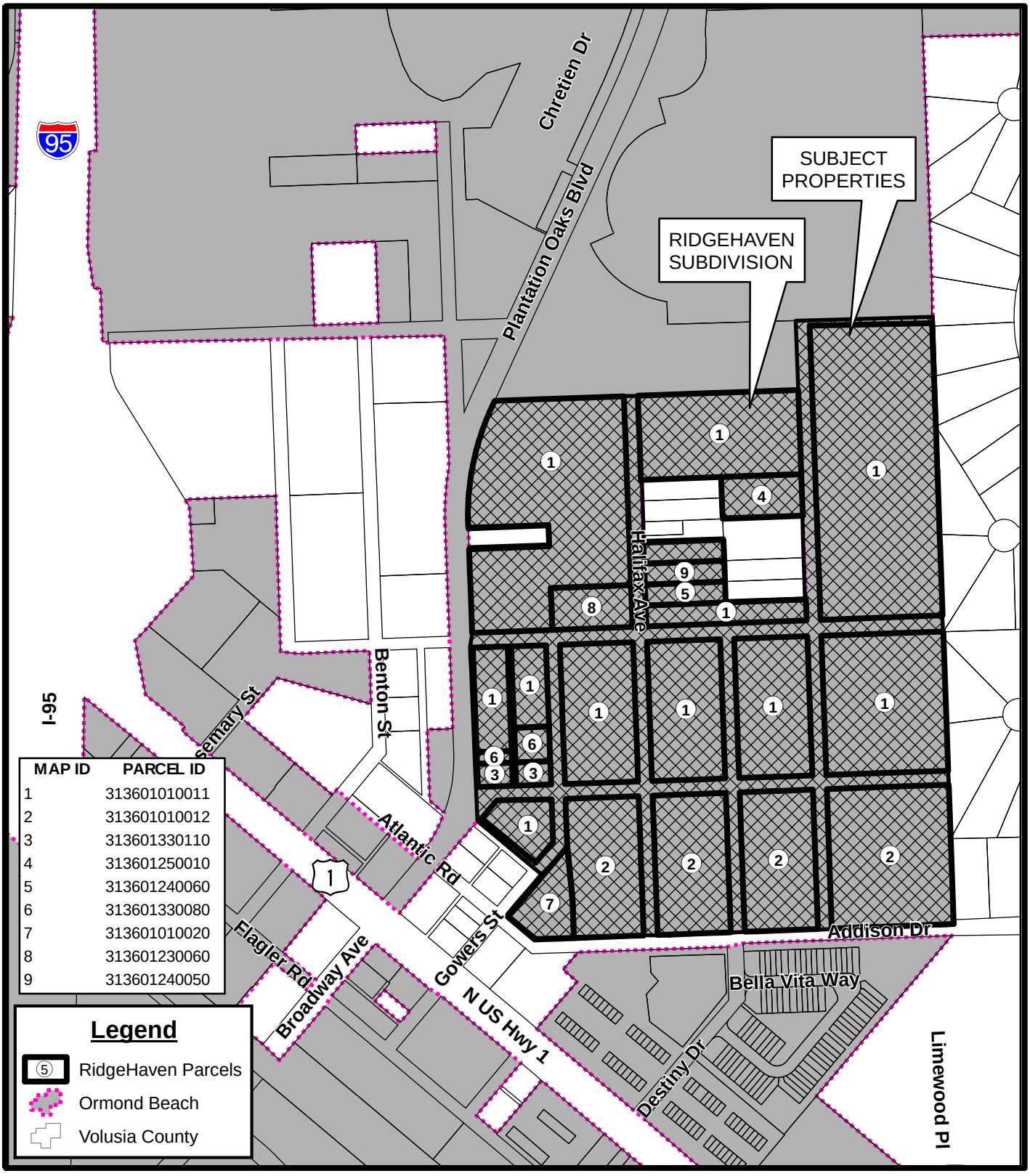
Location, aerial, land use maps



FUTURE LAND USE MAP
RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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PARCEL MAP
RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

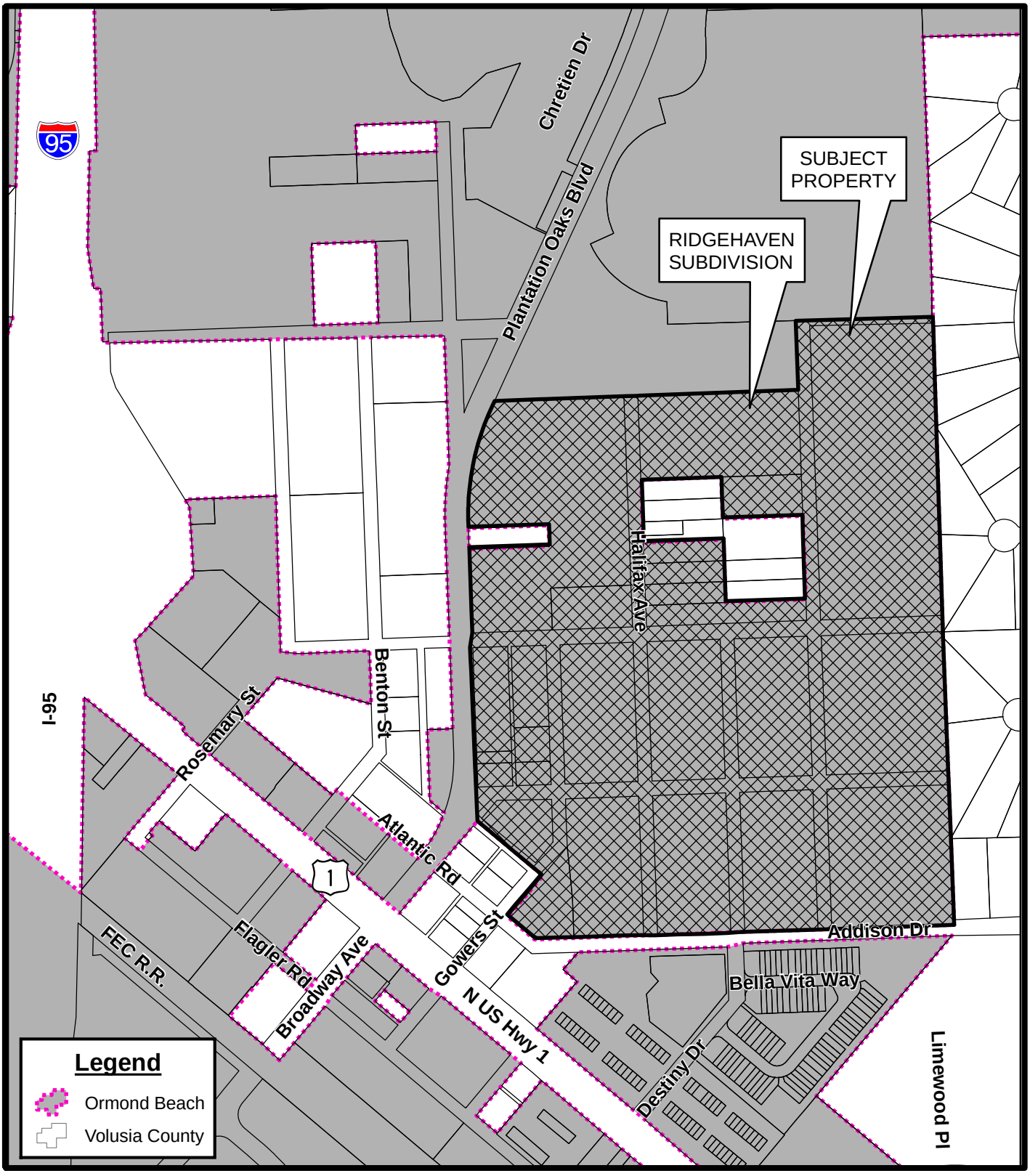
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AERIAL MAP
RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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LOCATION MAP
RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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Planning Board minutes from April 13, 2023

ITEM:

ZMA-2022-061(A)

RidgeHaven subdivision

Zoning Map Amendment

V. APPROVAL OF MINUTES

March 09, 2023

Mr. Scudiero moved to approve the March 09, 2023 Minutes. Mr. Railsback seconded the motion. Vote was called, and the motion was approved (6-0).

VI. PLANNING DIRECTOR'S REPORT

No report.

VII. PUBLIC HEARINGS

A. ZMA 2022-061(A), RidgeHaven subdivision, Zoning Map Amendment

Mr. Spraker explained that all three RidgeHaven agenda items will be shared together and suggested that the Board vote on one at a time.

Mr. Spraker, Planning Director, reviewed the first request from RidgeHaven, LLC., with authorization of the property owner, Snilloc Family Limited Partnership Number One, for a zoning map amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development, for 103.45 acres. Mr. Spraker continued that the proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and included the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050.

Mr. Spraker stated that this property went through a Land Use Amendment where the majority of the property was in unincorporated Volusia County. There was a minimum of four residential units per acre (337 units) and allowed up to eight residential units per acre (674 units). He added that there were already 19.19 acres that were already in the city that allowed eight residential units per acre. The total residential units for the project was 827 units under previous land uses. Mr. Spraker continued that as the project moved on it had to be decided on whether to develop in unincorporated Volusia County and get utilities from the City of Ormond Beach or annex into the City of Ormond Beach for the entire subdivision process. It was decided to go through the City of Ormond Beach for the process and as part of the Land Use Amendment and the residential units were decreased to 298 residential units. Mr. Spraker noted that the existing land use today is "Low Density Residential" and "Medium Density Residential" is along Addison Drive. He explained that there are outparcels in which the RidgeHaven subdivision owners do not own, therefore they are not part of the zoning map amendment. They have designated zoning through the Interlocal Service Boundary Agreement (ISBA) process. Mr. Spraker stated that the zoning map does not approve any site plans, as it is the framework to allow the process for a development order.

Mr. Spraker concluded that the Site Plan Review Committee (SPRC) is recommending approval of the zoning map amendment and reviewed the tentative

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City Commission meeting dates May 16, 2023 for first reading and June 6, 2023 for second reading.

B. <u>DO 2022-061(B), RidgeHaven subdivision, Issuance of a Development Order</u>

Mr. Spraker, Planning Director, continued with an explanation of the next RidgeHaven request, the issuance of a development order for 286 residential lots on 103.45 acres and associated site improvements. He expounded on the development order and how it is a zoning document, and expressed how unique RidgeHaven is as they have done both the zoning document and the preliminary plat together as well as provided detailed construction drawings. Mr. Spraker commented how the project started with the Site Plan Review Committee (SPRC), they had a neighborhood meeting in July 2022, it is now before the Planning Board, an advisory board appointed by the City Commission and then will go before the City Commission May 16, 2023 and June 6, 2023. He reviewed past applications that the project has gone through from the ISBA amendment, land use map amendment, and annexation.

Mr. Spraker stated that the gross density is 2.76 units per acre for the proposed subdivision. Taking out the wetlands, the net density is 2.95 units per acre. He added that the applicants have done an innovative design that has mixed housing types with duplex units along Addison Drive, consistent with the Gardens of Bella Vita, and they have done 136 interior lots of 50' wide, and 66 larger lots at 75' wide, along the Village of Pine Run. Mr. Spraker showed where the outparcels are and reiterated that they are not part of the overall plan. Outparcels will have platted access to their property. Mr. Spraker stated that the access points are along Plantation Oaks Boulevard. There is no access on Addison Drive. Mr. Spraker added that the project has provided school concurrency, a traffic analysis was provided, and a proportionate fair share agreement is required. He continued that stormwater was analyzed and the project will have less stormwater rate and volume post-development than in pre-development conditions. A St. Johns permit was issued for both the wetlands and the stormwater. The stormwater will be used for irrigation of the subdivision. A master irrigation will be done out of the stormwater with no individual wells. Mr. Spraker added that there is a ditch partially located along the interface of the Village of Pine Run that will be placed in the easement. It is 10' on the RidgeHaven property and then goes off onto the Village of Pine Run property.

Mr. Spraker continued that the three historic trees onsite are being preserved. The Village of Pine Run property interface has a 35' natural landscape buffer, and the LDC requires a 6' landscape buffer. The project design also exceeded the buffer requirements along Plantation Oaks Boulevard, Addison Drive and on the third phase of Plantation Oaks. Mr. Spraker stated that the project has proposed 24.67 percent of the site as natural preservation. The LDC requires only 15 percent under straight zoning and 20 percent under the Planned Development. He added that there are approximately 8 acres of wetlands of which they are impacting 1.75 acres. Sidewalks are being put in on both sides internally and also connecting to U.S. Highway 1. Mr. Spraker stated that the project has recreational improvements including a 33,000 square foot outdoor amenity area including a pool and pool deck, a dog park, playground and activity field. Walking trails are also part of the recreational improvements.

Mr. Spraker went over the development order waivers. One of them is for outdoor recreation in lieu of indoor recreation, which he explained is allowed in a Planned

Residential Development. A wet detention of the depth for the pond, to maintain the fill onsite for the stormwater irrigation. A 40' buffer building setback is also required. Mr. Spraker reviewed the development order benefits from the reduction in density, the innovative site design, natural preservation, landscape buffers, and additional recreation of amenities.

Mr. Spraker reviewed the two notices of concern; one from Mr. Lehman, 1135 Benton Street, who is not in support of the application; and a neighbor to the property, Mr. Rodriguez, who is interested in screening from the project.

Mr. Spraker concluded that the SPRC is recommending approval of this application. It is planned that the item will go before the City Commission for first reading on May 16, 2023 and second reading on June 6, 2023.

C. PP 2022-061(C), RidgeHaven subdivision, Preliminary Plat

Mr. Spraker, Planning Director, continued with the RidgeHaven request for a preliminary plat for 286 residential lots on 103.45 acres and associated site improvements. He explained that a preliminary plat is a document that subdivides land. The SPRC recommends approval of the preliminary plat.

Applicant's presentation

Mr. Glenn Storch, P.A., Storch Law Firm, 420 S. Nova Road, Daytona Beach, Representative, reviewed the history of other applications this project went through. The annexation of the project now allows reduction in permitted density, clustering, preservation of wetlands, municipal utilities and creative design. Mr. Storch explained that the applicant for the project stipulated for the Comprehensive Plan Amendment that was approved by the City and DEO. The limited number of units was limited to 298 for the entire parcel, no more than 3 units per acre. The PRD reduces the number now to 286 units. This reduced the density by 754 units and from 8 units per acre. Mr. Storch explained the diversity of the residential community further by detailing the plan for 84 duplex lots, 135 single-family 50' wide lots, and 66 single-family 75' wide estate lots.

Mr. Storch reviewed the environmental quality of life goal for the project stating that they will preserve a large wetland and upland buffer area in the center of the community, natural vegetation and tree preservation area, and explained how they are exceeding the required tree preservation. He added that most of the lots will have connections to natural vegetation in the community. Twenty-five percent of the land will remain untouched. Mr. Storch reiterated the inclusion of over 50,000 square feet of outdoor recreation area, in which the 33,000 square feet that was aforementioned is included..

Mr. Storch reviewed the effective water management part of the project with the minimization of water use. He covered that the irrigation will be from the use of the stormwater retention ponds, explained the aquifer recharge, and no groundwater wells or septic tanks, as the project will utilize the City of Ormond Beach potable water and sanitary sewer services. Mr. Storch stated that there will be no impact to the adjacent residential potable wells (Village of Pine Run) caused by a draw down or septic pollution of groundwater. He noted that the project is not within the 100-

year floodplain. In regards to protecting the adjoining neighbors, Mr. Storch mentioned that to the east of the project there will be a natural wooded buffer of at least 35', adjacent to the Village of Pine Run, and coupled with the existing canal, neighboring residents will be at least 100' to 150' away from new homes in RidgeHaven. He continued that to the south on Addison Drive, there is no access and only a vegetated buffer. To the north, there is a common area and wetlands and to the west is Plantation Oaks Boulevard. The entrances direct traffic towards the U.S. Highway 1 signal and away from existing residential.

Mr. Storch touched on some of the design of the community and displayed a landscaped entry sign and added that there will be ornamental streetlights and sign poles to provide an up-scale aesthetic. 298 street trees will be planted throughout the development along the streets, and in addition every lot will have trees planted, totaling 1,552 new trees in addition to the preserved trees. Mr. Storch added that the Homeowners' Association (HOA) will maintain and manage the natural areas and remove invasive species, and also added that there will be retention of more stormwater onsite than existing conditions – *more retention than required*. There will be less stormwater going off the site than what is on there presently.

Ms. Shull opened it up to the Board.

Board Questions

Mr. Railsback asked if the outparcels are vacant and if there are any improvements on them. Mr. Storch replied that there is a house on one of them and their access will be maintained and will provide them an easement. He added that they will have a paved road for the project portion and suggests that in the future it would be beneficial to them to annex into city water and sewer.

Mr. du Moulin expressed concern with guarantee of the HOA's responsibility with governing the irrigation system for the retention ponds. He referenced his experience with being part of an HOA and how they are mostly run by the members of the community. Mr. Storch replied that St. John's River Water Management District (SJRWMD) manages the permitting of the ponds and sets requirements through their permitting process. He commented that HOAs typically contract a company to maintain the ponds. He added that the ponds will be nice with fountains in them, which requires less maintenance. It was said that if the ponds are not maintained, the City, SJRWMD and homeowners have rights to take action. Mr. Storch stated that the invasive species are analyzed annually and taken care of. The HOA document is being drafted to address the matters and inform the home purchasers.

Mr. Railsback concurred with the comments and suggested that the responsibilities be clear in the covenants.

Mr. Jorczak questioned what the lot sizes are on the adjacent developments of Village of Pine Run and Plantation Oaks. Mr. Storch replied that Plantation Oaks are 50' by 100' which is consistent with what is being built. It was mentioned that there are smaller parcels and multi-family townhouses off of Addison Drive. There are also townhouses to the west of the development. Mr. Storch added that Village of Pine Run are approximately one acre and they have septic tanks and wells.

Mr. Scudiero inquired about the recreation areas planned for the development and why there is not more of a focus on indoor recreation area, like that of the outdoor recreation. Mr. Storch answered that the size of any recreation area is bases off of the number of units, therefore the indoor recreation area would have to be vast. He concluded that there would be no need for a fitness center with the amount of outdoor area, the pool and walking trails.

Mr. Scudiero asked if the natural areas on the map presented showed area that has been clear-cut. It was confirmed by Mr. Storch that the project was not clear-cutting due to clustering.

Mr. Jorczak inquired about the target-market price range of the homes. Mr. Storch replied that there will be a diverse market of approximately $300,000 for a duplex, and $400,000, $500,000, $600,000, and up to $700, 000 for the homes.

Ms. Shull asked if the property was out of flood zone X. Mr. Storch confirmed it is. Ms. Shull inquired about the rental restrictions for short-term rentals for the HOA. Mr. Storch will work on creating rental restrictions that reflect not allowing short-term rentals in the covenants and restrictions. There was discussion about rental communities and how it is not the goal for this project to be one.

Mr. du Moulin inquired about the stormwater. Mr. Storch stated that there will be less stormwater post-development and explained how the project will maintain more stormwater on the site than presently goes off of the property.

Mr. Storch addressed the earlier inquiry regarding a property on the cul-de-sac with a lighting concern, and requested a vinyl fence or hedge be installed and stated that the request will be adhered to.

Audience Comments

Mr. Luis Rodriguez, 1155 Plantation Oaks Boulevard, commented in regards to him being the individual who requested the fence. He stated that he prefers both the vinyl fence and vegetation (hedges). He stated that he worked at Sea Ray Boats and referenced a similar situation take place there where a parking lot was cleared out and at 5:00 a.m., the headlights came in. Mr. Rodriguez expressed concern with the pesticides being close to his home and family. He noted that he has a well. He requested that it not be possible for "drifters" and RVs to park close to him. He asked if the lot at the upside of the cul-de-sac can be eliminated, allowing the cul-de-sac to move back further for more safety and privacy. Mr. Luis explained that he hopes the water does not go his way in the event of a storm and hopes it is worked out in the .elevation planning. He concluded that he hopes that no one else can live on the cul-de-sac.

Mr. Charles Genter, 58 Indianhead Drive, Ormond Lakes, stated that he is a board member and Past President of the Ormond Lakes HOA. He noted that he wants to address the dilemma that Ormond Lakes faces with increasing amount of stormwater resulting from continuing land development and water shed. Mr. Genter continued that Ormond Lakes has no control over how much stormwater is being sent to them. Ormond Lakes is working diligently to optimize their stormwater system by spending $145,000 on a stormwater system since the storms in October and November 2022.

He added that the estuaries were back-washing that overwhelmed the Ormond Lakes storm distribution culverts. As a result, raw sewage was in the street due to lift station and street flooding. Several residents had water reach their garage. He continued that the Ormond Beach water shed is 5 square miles from the north and west and is expanding through development. Mr. Genter stated that there are six new developments and several more in the planning stage and each new project will send water downhill to the Ormond Lakes system using the open ditch system. Ormond Lakes is the last stop for stormwater before the estuaries. Mr. Genter emphasized that water runs downhill and a significant amount of stormwater enters their system. He asks how much water is coming and if a study has been done. He remarked that he asked that question in 2019 and 2020 and the answer is the same then as it is today, no one knows. He expressed frustration with the Planning Board, city engineers and City Commissioners for their misunderstanding of the problem stormwater management is. He pleaded for assistance from the City of Ormond Beach.

Mr. Tom Gaynor, 22 Rocky Bluff Drive, Ormond Lakes, concurred with Mr. Genter, commenting that Ormond Lakes has problems. He continued that each new development will affect the flooding as all of the surrounding areas to Ormond Lakes do. He added that during a 100 or 500-year storm the flood will become one, according to Mr. Gaynor. He stated that when North Beach Street floods, the water backs up to the Ormond Lakes exit. Last November the estuaries overran the exits and back flushed the area. Mr. Gaynor commented that when the engineers look at it, the data looks fine but when there is a big storm there is a problem. He inquired about the directional flow of the water and noted that they are at 8' above sea level, and that the ponds are at 29' above sea level. Mr. Gaynor stated that they need help from the City as they are out of money.

Ms. Shull asked Mr. Spraker if staff has met with the Ormond Lakes HOA before. Mr. Spraker replied that he and Mr. David Allen, Civil Engineer, met with them after the hurricane. He stated that there is a Stormwater Master Plan that has a study for the Ormond Lakes areas and that the Ormond Lakes complaints are not being ignored. The RidgeHaven subdivision is discharging less in the post development stage, in terms of rate and volume, then the pre-development condition. Mr. Spraker concluded that the applicant will give additional information on the matter and Mr. Allen will follow with his stormwater observations.

Mr. Parker Mynchenberg, Parker Mynchenberg & Associates, 1729 Ridgewood Avenue, stated that when the ponds are dug deeper, it does not create additional storage. It is when the area gets bigger that you get the additional storage. He explained that a wetland is being preserved in Plantation Oaks that abuts the site to the north. He further explained that when Plantation Oaks Boulevard was built, a new outfall was created that runs along the Village of Pine Run, easterly to 2,000 acres in the natural gardens that was sold to the state. There is a discharge easement to the park at 8' to 9' elevation. Mr. Mynchenberg remarked that he knows the area and drainage well, being that he designed Ormond Lakes, Halifax Plantation and Plantation Oaks. He added that he met with Mr. Allen regarding the RidgeHaven impacts to Ormond Lakes and Pine Run and did some research. There is a big ditch along Addison Boulevard and between the subject property and the Village of Pine Run. A ditch was built along the north property line on Plantation Oaks Boulevard. Mr. Mynchenberg stated that when it rains on the current site, it drains in all three directions. The initial design had outfalls to the lakes to the various ditches. It has

since been redesigned so that the runoff that leaves the site, goes into the outfall ditch on Plantation Oaks Boulevard, leaving 15 percent more storage than what is required. The 25-year and the 100-year storm event were analyzed and it demonstrated that the existing pre-development conditions are not exceeded. In a 500 year storm, the Tomoka Basin comes up to elevation 8.

Mr. Mychenberg added that the big lake in Ormond Lakes was preserved as well as wetlands. The wetlands hold water during the summer though and he mentioned that he has been working with Ormond Lakes for 20 years to resolve things for them. He concluded that the stormwater is directed to the east away from Ormond Lakes.

Mr. David Allen, Civil Engineer, City of Ormond Beach, remarked that upon receipt of the subject property project, they were already working with Ormond Lakes, their two ponds and entrance off of Pine Tree Drive. He commented that he was concerned about the water that makes its way to the two lakes and the canal off of Addison Drive, going north, and the swale behind the first row of houses on Addison Drive. He added that the predeveloped site has a significant number of depressions that hold water and that he found out through Mr. Mynchenberg's Stormwater Plan that the predeveloped rate that left the site was after the depressions were filled up. There is a small amount of storage volume in it predevelopment, therefore when starting with the design, Mr. Allen noted that he was looking at how the predeveloped storage was increased in the three ponds. He said that he discussed wetland concerns and changing how much flow goes directly toward Village of Pine Run with Mr. Mychenberg and found that as the design is now, after the area is filled, the back of the lots on Addison Drive will drain to the interior of the project. The water will be controlled in how it is ran through the three ponds, and the wetland, prior to going into the larger pond, and will go into the east-west ditch along the northern property line. Mr. Allen stated that staff has gone through significant review about the ditch and what the capacity of it is, as well as the ditch that runs north along the western edge of Village of Pine Run.

Mr. Allen added that when he met with Ormond Lakes, they referenced the ditch between Village of Pine Run and RidgeHaven flows to the south to the ditch behind the first interior of lots in Village of Pine Run, and as aforementioned the area that goes that way has been decreased. There are additional plans in review from Mr. Mynchenberg, received early this week on Monday to ensure that there is a blockage of the ditch at the corner so that no water will go south to Village of Pine Run unless there is a huge rain. Mr. Allen stated that engineers for the state have to design to certain standards. He referenced a storm event like that of what happened in Fort Lauderdale where they received 23" in 24 hours, in which no one can design for, but assured that they look at 100-year storm, 11.5" inches in a 24-hour period. Mr. Allen explained that they have attempted to force the water to go north, then along the northern edge of Village of Pine Run, into the wetland. He addressed the inquiry of when the Planning Board will address stormwater and take action, and answered that he informed Ormond Lakes that the master stormwater plan was approved in February 2023 with two studies for the northern U.S. 1 area and another for Ormond Lakes and the entrance at Pine Tree Drive. He further explained that in the stormwater master plan, they were scheduled for year two and was told that it recently changed and it is to be done in the first year.

Ms. Shull opened it up to the Board for discussion and entertained a motion.

Mr. du Moulin asked Mr. Allen who maintains the ditches and canals over time. Mr. Allen replied that the County maintains the ditch between Village of Pine Run and RidgeHaven, the Addison canal and once it gets to a certain point in Plantation Oaks, it will then be managed by Plantation Oaks HOA.

Mr. Storch addressed Mr. Rodriguez's request and replied that it will be noted as a stipulation for the arrangement of his fencing and hedges installation to be taken care of.

Mr. Galloway inquired about Mr. Rodriguez's desire to connect or not connect to city sewer and septic.

Mr. Mynchenberg stated that there is a 12" waterline that runs in the right-of-way (ROW). He added that Mr. Rodriguez has potable water that can be tapped into. Regarding gravity sewer, there is a proposed lift station as well as another lift station for the townhouse project across the street on Destiny Drive, where the sewer was stubbed. Mr. Mychenberg further explained that the duplexes work by gravity into the existing lift station that service that project. A new lift station is also by the cul-de-sac, and the project would have to be designed to provide gravity sewer to an outparcel. Mr. Mynchenberg concluded that Mr. Rodriguez could connect if he wanted to.

Mr. Jorczak asked about the trees being planted and inquired about trees that are lost. Mr. Storch answered that there are guarantees on the trees that they will live for a year, until being well-established. A provision can be included that specifies that the trees will be maintained.

Mr. Scudiero commented that he will support the unique project that it is not clear-cut. The project is consistent to the area in terms of greenery and the townhome portion. He noted the reduction in density to what can go in there. The County-version could have been almost 1,000 units, and under the City-standard could have been 515 units, and the proposed project is now down to 286 units.

Mr. Railsback concurred with Mr. Scudiero and commented that he appreciates the increase in effort from the developer to not further impact the stormwater issues in the area.

Mr. du Moulin noted that he appreciates the reduction of density but cannot support due to HOA concerns as well as other aspects.

Mr. Jorczak concurs that the project is unique and expressed that it is well thought-out. He noted that he also likes the clustering and reduction of density, as well as the different housing to provide a diverse environment. He added that the rental issues is also of concern to him as well. Mr. Jorczak urged when writing the covenants and restrictions to guarantee that the vegetation is not lost after three to four years. Mr. Storch replied that the City regulates it.

Mr. Jorczak commented that the developer and staff have done an admirable job redirecting the water away from Ormond Lakes as well as the work being done in the

stormwater management plan. He concluded that he likes the project for the diversity and how it fits with the surrounding communities and will support.

Mr. Galloway expressed the importance of the input from the neighbors. He directed his compassionate comments at Mr. Genter and Mr. Gaynor regarding flooding and expressed satisfaction that staff is working on a stormwater master plan for the growing community. He referenced Mirror Lakes and Chelsea Place and ensured that the developer at that time corrected the problem. Mr. Galloway commented that he hopes that the redirection of the water now going north, uphill will resolve the issue. He concluded that he is in support of the project now after the third time, as everything that was asked for regarding improvements was done.

Ms. Shull agreed with Mr. Galloway and commented that the Board has to work with the developers and do the best that they can with it. People are moving to Florida by the thousands. She commended the developer for working with the Board and staff on the drainage and greenspace. She reiterated her concern regarding rentals and the HOA not allowing *short-term* rentals. Ms. Shull concluded that she is in support of the project. She asked Mr. Spraker to explain the three waivers.

Mr. Spraker reiterated that there is three separate items, the first being the zoning map. Waivers are a part of the issuance of a development order. One waiver is the outdoor recreation in lieu of the indoor recreation. A lot of outdoor recreation is being proposed in place of indoor recreation. The detention pond is to allow the fill to be onsite as to not import fill which will provide greater stormwater management for the property. He concluded that there are areas that will not meet the 40' buffer. Not every space will have the 40' buffer, therefore they are asking for a waiver of that requirement in return for providing the benefits that were listed in the staff report and provided earlier.

Mr. Jorczak motioned to approve ZMA 2022-061(A), RidgeHaven subdivision, Zoning Map Amendment. Mr. Railsback seconded it. Vote was called, and the motion was approved (5-1), with Mr. du Moulin against.

Board discussion ensued.

Mr. Storch added that regarding the next vote, that he will provide language that will include the vinyl fencing and landscaping for it at the end of the cul-de-sac.

There was Board-City Attorney discussion explaining the item B vote further.

Mr. Scudiero motioned to approve DO 2022-061(B), RidgeHaven subdivision, Issuance of a Development Order, including the three waivers and the additional provision for the fence and landscaping at the end of the cul-de-sac. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-1), with Mr. du Moulin against.

Mr. Railsback motioned to approve PP 2022-061(C), RidgeHaven subdivision, Preliminary Plat. Mr. Scudiero seconded it. Vote was called, and the motion was approved (5-1), with Mr. du Moulin against.

DRAFT

Board Comments

Mr. Galloway commented that he hopes that the applicant/developer go the extra mile to take care of any concerns aforementioned.

Mr. Railsback reflected on HOA responsibility with short-term rentals and his experience with his HOA and short-term/Airbnb rentals and its effect. There was no language in his HOA contract regarding any rentals and urged that this be addressed so that it does not happen with RidgeHaven. He added the provision about the tree and parking matters in the contract as well.

Mr. du Moulin commended Mr. Storch on his presentation and noted that the developer is exceeding what most developers do.

Attorney Hayes touched on the rental matter, and explained that the City of Ormond Beach generally does not allow rentals in residential areas, but that there has been a push in the Florida Legislature to allow short-term rentals in every jurisdiction, regardless of whether or not those jurisdictions have an ordinance that has been grandfathered in, that prohibits rentals. He urged not to be surprised if in a year, or two, or three if there is a law that preempts the ability to do so. Attorney Hayes stated that the request will be treated as a voluntary concession by the applicant and not an imposition by the City. In the document it will be reflected that it is not being required as a condition for approval, but that the applicant has voluntarily agreed to take care of it.

Mr. Railsback added that in the last few sessions, the Legislature has excluded deed-restricted communities from the aforementioned home-rule, the roll back of the grandfathering of rentals. He emphasized the importance of capturing the specifics in the deed-restrictions in the contract as it is binding and will not be bound to Legislature addressing something in a municipality area.

D. FLUM 2023-032, 1755 North U.S. Highway 1, Future Land Use Map Amendment

Mr. Spraker, Planning Director, explained the request from Wayne's Solar, Inc. for a Land Use Map Amendment from LIC, "Low Intensity Commercial" to "Light/Industrial/Utilities" for a 3.06 acre parcel located at 1755 North U.S. Highway 1. It is currently a vacant parcel of land. He reviewed the wide range of commercial uses that the land use allows. Mr. Spraker stated that the property owner has indicated a desire to construct a business warehouse. Mr. Spraker stated the use is consistent with the surrounding area and staff recommends approval.

Applicant's presentation

Mr. Richard Hardy, Representative, 975 S. Ponce de Leon Blvd., St. Augustine, stated that he is a builder and developer and explained that Wayne's Solar is desiring to move to the proposed location.

Ms. Shull opened it up to the Board for discussion and entertained a motion.

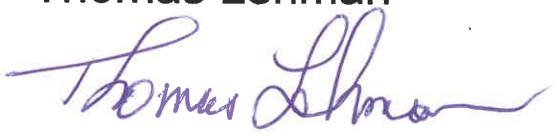
Mr. Galloway asked if this property would be the business site for Wayne's Solar and Mr. Hardy confirmed that is the plan.

Dear Steven Spraker, Planning Director

I will not be able to attend the zoning amendment hearing on Thursday, April 13, 2023 at 6:00PM. But I still want my position on this important issue be communicated and heard publicly and my vote counted if there is a vote tally for or against amending in the chambers. I am enclosing two copies of my letter presentation.

Sincerely Yours.

Thomas Lehman



Thomas Lehman

1135 Benton Street

Ormond Beach, Fl. 32174

Mr. Steven Spraker, Planning Director

Ormond City Hall

22 South Beach Street

Ormond Beach, Fl. 32174

Just before writing this letter presentation, I made a tour of my neighborhood as it stands today. I started by driving through the Lakes and Village of Pine Run communities and was impressed that even after decades of use they are fresh, clean, well maintained, where the mature coastal hammock and pine flatwood communities still exists within the developments. Individual lots are spacious, homes are quality built to hold up against seasonal strong winds, heavy rains, and flooding conditions. Volusia County got the zoning and development plans right for the area; the density is just right to create a living space that people enjoy living their lives out and raising families.

After making a tour of the new development areas behind me and to the North of my property I personally think all the qualities I just mentioned that appeal to me above do not exist within these new developmental areas and that the habits of development are destructive to the life support systems that remain here. Therefore, I do not endorse, and I would never approve a zoning change that would allow Ridge Haven to be built in a flood prone area.

I fail to see the ridge in Ridge Haven, since the development site is low flat Pine Flatwoods that floods six to eight months out of the year with an average height of 31 feet above sea level dotted by lower wetlands in the form of swamps and wet grassy marshes. So, I assume 80% of the site will be denuded and an artificial ridge will be created to make a hot, arid desert-like sand box for people to live in. The high density will produce large amounts of waste in various forms to mix with seasonal flood waters lowering the quality of life as the water has to be dumped somewhere in the nearby surroundings fouling the nest. Many issues concerning this development need to be addressed and I hope they are being discussed at this hearing that keep me from supporting this zoning change.

A better use of this 130-acre plot would be for all parties involved is to use the current Volusia County rural zoning and create a Village of Pine Run II extension. Building construction that harmonizes with what is already here and that has a lesser environmental impact and more human appeal. Or have Ormond Beach city hall authorize the design of another Central Park to create a natural barrier relief for storing flood waters and recharging the aquafer, while creating a recreational complex that buffers the area from the commercial to the residential use zones that transition here.

So, there you have my own personal response to this special exception zoning request, I see the Ridge Haven plans as undesirable urban sprawl in a flat, flood prone area not suitable for a sustainable community without special restrictions that are simply being omitted or not being addressed before any development order should be issued. What's the big hurry, push city hall? Let's talk and debate what is best for my neighborhood. Another way to state my position is to view the Volusia County Zoning Classification on the second page of the City of Ormond Beach mailing, no change is needed, no amending is required because this zoning is in the best interest for this locale. I would like to see the stewardship for this development turned back over to Volusia County so they can complete the good works they started over fifty years ago with less impact and more balance between neighboring communities.

Respectfully Yours.

Thomas Lehman



Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 8.D
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-26
Strategic Goal:	Transportation & Community Development - Other		
Department :	Planning & Building		
Subject:	RidgeHaven Subdivision, Issuance of a Development Order (SECOND READING)		
Budget Impact:	There is no budget impact as the result of the issuance of a development order.		
Summary:	This is a request from RidgeHaven, LLC, with authorization of the property owner Snilloc Family Limited Partnership Number One, for the issuance of a development order for 286 residential lots on 103.45 acres and associated site improvements. The proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision. The Planning Board reviewed the issuance of a development order at the April 13, 2023 meeting and recommended approval with a 5-1 vote.		
Recommended Action:	The Planning Board recommended the City Commission APPROVE the issuance of a development order to allow 286 residential lots on 103.45 acres and associated site improvements, located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050, including the following items: 1. Resolution of the outstanding comments of the Site Plan Review Committee; 2. The utilization of additional outdoor recreational square footage in lieu of indoor recreational facilities as permitted under a Planned Residential Development; 3. Allowance of stormwater pond depths of 15+ feet; 4. Allowance of a minimum perimeter setback of: 15 feet next to lot 285, 20 feet next to lots 157-163, 213, and 214, and 30 feet to lot 227; and 5. Allowance of a five-year expiration date for phase one of the project from the date of City Commission approval.		

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

Approval:

Kelly McGuire, Finance Director	5/17/2023	
Claire Whitley, Assistant City Manager	5/17/2023	
Joyce Shanahan, City Manager	6/1/2023	

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: June 6, 2023

Subject: RidgeHaven Subdivision, Issuance of a Development Order (SECOND READING)

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request from RidgeHaven, LLC, with authorization of the property owner Snilloc Family Limited Partnership Number One, for the issuance of a development order for 286 residential lots on 103.45 acres and associated site improvements. The proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050.

Background

The RidgeHaven subdivision includes nine parcels (Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050) that total 103.45 acres. Within the RidgeHaven subdivision land area there are eight (8) parcels individually owned (not owned by RidgeHaven) totaling approximately 5.7 acres. Seven (7) parcels are vacant and one parcel fronting Plantation Oaks Boulevard is developed with a single-family home. The RidgeHaven subdivision was located in unincorporated Volusia County with a desire to construct a subdivision. Representatives of the RidgeHaven subdivision had two options for subdivision development: (1) remain in unincorporated Volusia County and have Ormond Beach provide the project utilities or (2) become part of the North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA) area and develop the subdivision in Ormond Beach. The ISBA allows the annexation of land while creating enclaves that remain in unincorporated Volusia County. The City Commission adopted the original North U.S. 1 ISBA on August 19, 2014 per Ordinance 2014-27. Concurrently, the Volusia County Council adopted the ISBA on August 21, 2014 by Volusia County Ordinance 2014-12. The original ISBA established the Municipal Service Area (MSA) and joint planning and

service delivery agreement to the North U.S. Highway 1 area. The first amendment to the North U.S. 1 ISBA was approved to add the land associated with Plantation Oaks Subdivision and the 13 enclaves surrounding the subdivision to the adopted MSA. On August 20, 2019, the City Commission adopted the first amendment to the North U.S. Highway 1 ISBA. The Volusia County Council subsequently adopted the agreement on September 17, 2019. The City of Ormond Beach (December 7, 2021 with Ordinance 2021-43) and Volusia County (February 15, 2022 with Ordinance 2022-9) approved the second amendment to the North U.S. Highway 1 ISBA to add the land associated with the RidgeHaven subdivision and the individually owned parcels not owned by RidgeHaven to the adopted MSA. During the County Council presentation and discussion, the RidgeHaven representative and city staff committed to establishing a limitation of 298 dwelling units for the entire RidgeHaven area. On March 22, 2022, the City Commission approved Ordinance 2022-05 that annexed the RidgeHaven subdivision. With the ISBA and annexation approved, the next step for the RidgeHaven project was the assignment of a city land use designation. For the existing land use entitlements, Volusia County staff analysis calculated a range of residential development of 716 to 1,052 dwelling units. The existing land use required a minimum of four units per acre.

The city land use designation occurred with three separate actions:

Ordinance 2022-14 adopted July 19, 2022: The Ordinance amended the Future Land Use Element of the Comprehensive Plan to incorporate the second ISBA and provide a text limitation within Policy 9.1.4 that states the RidgeHaven land area shall not exceed 3 units per acre and no more than 298 dwelling units for the entire RidgeHaven property. The maximum theoretical residential density was reduced by 754 residential units. For the non-RidgeHaven properties, the Ordinance included the text restriction that these parcels would maintain a maximum gross residential density of eight (8) units per acre – the same density that existed in unincorporated Volusia County.

Ordinance 2022-18, adopted August 3, 2022: The Ordinance authorized the following actions:
Amended the Future Land Use Map designation for the RidgeHaven subdivision property (totaling 84.26 acres) from Volusia County “Urban Medium Intensity” (UMI) to Ormond Beach “Low Density Residential” (LDR). The Ordinance included the map annotation that the RidgeHaven subdivision would have a density restriction of three (3) units per acre and shall not exceed 298 residential units for the entire RidgeHaven subdivision; and

Amended the Future Land Use Map designation of the properties not associated with the RidgeHaven development from UMI to Ormond Beach “Medium Density Residential” (MDR). The Ordinance included the map annotation that these parcels would maintain a maximum gross residential density of eight (8) units per acre – the same density that existed in unincorporated Volusia County.

Ordinance 2022-18, adopted August 3, 2022: This Ordinance was for 19.19 acres owned by the RidgeHaven subdivision applicant that was part of the original ISBA. The Ordinance amended the Future Land Use for the property from “Low Intensity Commercial” (LIC) to MDR. The Ordinance contained a condition that the density shall

be restricted to eight (8) units per acre within the 19.19 acres and the RidgeHaven subdivision including the 84.26 acres shall not exceed 298 residential units.

In summary, the project has:
-Amended the ISBA to allow annexation and development under Ormond Beach development standards;
-Annexed 103.45 acres that is the RidgeHaven subdivision.
-Amended the land uses of two land areas from Volusia County "Urban Medium Intensity" (UMI) to "Low Density Residential" (LDR) and Ormond Beach "Low Intensity Commercial" (LIC) to "Medium Density Residential" (MDR) with a maximum development scenario of 298 residential units.
-Reduced the potential maximum residential development as allowed under the Volusia County "Urban Medium Intensity" (UMI).
-The ISBA land use amendment has amended the land use of the non-RidgeHaven outparcels to the same density (8 units per acre) as allowed under the Volusia County land use.

Discussion

There are two other applications related to the project that are scheduled for the June 6, 2023 City Commission agenda:

1. Preliminary Plat. Section 1-22 of the Land Development Code defines a preliminary plat as "a proposed subdivision plan that in an exact and precise manner in which it may be evaluated pursuant to this Land Development Code and the comprehensive plan". Preliminary plats are not required with a planned development, however, this application has developed and submitted the preliminary plat with the zoning action. The preliminary plat contains the plat document and the detailed subdivision engineering plan.
2. Partial plat vacation. The project is located with a 1926 plat with existing street layouts. The partial plat vacation would vacate portions of the 1926 plat and update to the RidgeHaven subdivision plat. The outparcels within the RidgeHaven subdivision would always have access to their property.

The project has the following attributes:

1. The total project size is 103.45 acres.
2. The development of consists of 286 lots. Any subdivision phasing may be reviewed and approved of the Site Plan Review Committee as a minor amendment.
3. The project's gross density is 2.76 units per acre.
4. The project's net density (project acreage of 103.45 minus 6.49 acres of wetlands divided by 286 residential lots) is 2.95 units per acre.
5. The subdivision features three residential types: (a) duplex lots – 84 lots with a 35-foot lot frontage along the boundary of Addison Drive. These are allocated on the former B-8, Commercial land area that has a land use of "Medium Density Residential", (b) 50-foot lots – 136 lots that are located in the interior of the subdivision, and (c) 75-foot lots - 66 lots that are located at the rear of the subdivision, abutting the 35' natural area that abuts the Village of Pine Run.

6. There are two subdivision access points from Plantation Oaks Boulevard. No access is proposed from Addison Drive.
7. A traffic study was performed and is included the applicant package and a proportionate fair share agreement is required.
8. The project proposes internal sidewalks on both sides of the streets within the RidgeHaven subdivision. The project proposes a sidewalk connection off-site to connect to North U.S. Highway 1.
9. An Environmental Assessment Analysis performed by Ecological Consulting Solutions, Inc. A total of 8.04 acres of wetlands exists on the subject property. As designed, the project would have 1.75 acres of direct impacts to on-site wetlands.
10. Recreational improvements include a 33,000 square foot outdoor amenity area including a pool and pool deck, including a dog park, playground and activity field. The project also includes two walking trails in the southeast corner of the property and along a lake and buffer area at the northeast corner.
11. The project proposes to preserve a total of 25.52 acres as natural preservation or 24.67% of the subject property. The Land Development Code requirement for natural preservation is 15% of the property and the Planned Residential Development standard is 20% of the property.
12. There is a 35-foot natural preservation area and existing ditch between the Ridgehaven subdivision and the Village of Pine Run. The Land Development Code requirement for a landscape buffer is six (6') feet.
13. Irrigation for the subdivision will be drawn from the stormwater ponds.
14. A street tree plan has been designed with 298 street trees.
15. A five-year expiration date for phase one of the project from the date of City Commission approval is proposed.
16. For the project stormwater, the site is surrounded on three (3) sides by ditches that ultimately flow to the east. The drainage pattern of the pre-developed site flows to the Addison Canal, the canal between this project and the Village of Pine Run Subdivision, the wetland and a ditch on the north side of the project.
17. The proposed stormwater treatment methodology is wet detention with stormwater harvesting. The wet detention system has multiple ponds with equalizer pipe system that will maintain the normal water elevation for all ponds. The drainage patterns for the post developed site includes the landscape/natural preservation that will continue to drain into the Addison Canal and the canal between Ridgehaven and Village of Pine Run. This acreage of this area has been significantly decreased. The area that drains to the north also has been decreased in the post development condition. The interior of the project will be directed onto the proposed stormwater treatment facility noted above. The stormwater wet detention will have an ultimate outfall to the swale along the northern border. This swale will intersect to the swale along the western edge of Village of Pine Run that flows to the north in the Plantation Oaks Phase III. By directing the surface water runoff into the stormwater facility, there will be a delay in the surface flow exiting the site as well as reduction of the actual volume entering the canal/pipe system through the Village of Pine Run.
18. All three (3) historic trees on-site have been preserved.
19. The project buffers are as follows:

    A. Abutting Addison Drive. Required: 10'. Provided: ranges from 12' to 22'.

B. Abutting Plantation Oaks Boulevard. Required 20'. Provided: ranges from 30', 40, and 125' depending on the buffer location.

C. Abutting Plantation Oaks, Phase 3. Required 6'. Provided: Ranges with a minimum of 40'.

D. Abutting Village of Pine Run. Required: 6'. Provided: 35' natural area.

Planning Board

The Planning Board reviewed the zoning map amendment at the April 13, 2023 meeting and recommended approval with a 5-1 vote. There were three individuals who spoke before the Planning Board regarding the subdivision development. One individual sought additional screening of their property abutting a cul-de-sac which the applicant agreed with and the Planning Board made part of the approving motion for the issuance of the development order. Two individuals addressed the Planning Board expressing concern regarding the project and the potential impacts on the Ormond Lakes stormwater system. The applicant detailed how the stormwater management plan reduces both the rate and volume of stormwater discharge post site development compared to the pre-development conditions. The project engineer stated that stormwater has been re-directed into the Plantation Oaks stormwater system versus the pre-development condition of discharge to the Village of Pine Run and eventually through the Ormond Lakes stormwater system. City staff also verified that the adopted Stormwater Master Plan has a planned stormwater study of the Ormond Lakes area. There were no specific comments on the zoning map amendment. The Planning Board minutes are attached to this item.

Budget Impact

There is no budget impact as the result of the issuance of a development order.

Citizen Impact

The project has undergone a substantial path in order to develop in Ormond Beach versus unincorporated Volusia County. The project has voluntarily reduced density of what was allowed under the Volusia County land use and zoning entitlements. It is not anticipated that the issuance of a development order would have negative citizen impacts.

Recommendation

The Planning Board recommended the City Commission APPROVE the issuance of a development order to allow 286 residential lots on 103.45 acres and associated site improvements, located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050, including the following items:

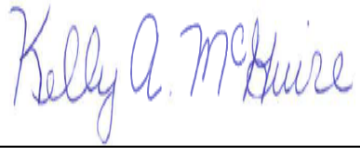
1. Resolution of the outstanding comments of the Site Plan Review Committee;

2. The utilization of additional outdoor recreational square footage in lieu of indoor recreational facilities as permitted under a Planned Residential Development;
3. Allowance of stormwater pond depths of 15+ feet;
4. Allowance of a minimum perimeter setback of: 15 feet next to lot 285, 20 feet next to lots 157-163, 213, and 214, and 30 feet to lot 227; and
5. Allowance of a five-year expiration date for phase one of the project from the date of City Commission approval.

Attachments:

1. 23-26 Ridgehaven DO (P23-0079G)
2. RidgeHaven Development Order
3. Exhibit A, RidgeHaven
4. Exhibit B, SPRC Comments
5. Exhibit C, site plans
6. Exhibit D-Special Conditions, RidgeHaven Subdivision updated 5.1..23
7. 04.13.2023, RidgeHaven, Issuance of Development Order, PB Report(8.5X11)
8. Draft 04.13.2023, PB Minutes, RidgeHaven, DO

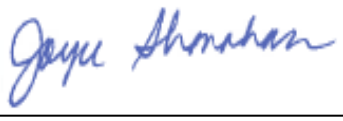
Approvals:



Kelly McGuire, Finance Director — Date: May 17, 2023



Claire Whitley, Assistant City Manager — Date: May 17, 2023



Joyce Shanahan, City Manager — Date: June 01, 2023

ORDINANCE NO. 2023-26

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER FOR THE "RIDGEHAVEN" SUBDIVISION, AUTHORIZING A SUBDIVISION OF 286 LOTS ON APPROXIMATELY 103.45 ACRES TO BE LOCATED SOUTH OF PLANTATION OAKS BOULEVARD, EAST OF ADDISON DRIVE, NORTH OF THE VILLAGE OF PINE RUN SUBDIVISION, AND WEST OF THE PLANTATION OAKS SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ridgehaven, LLC, a Florida Limited Liability Company, and Snilloc Family Limited Partnership Number One, a Florida Limited Partnership, are the owners of nine parcels of real properties ("Property Owners") consisting of approximately 103.45 acres located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision (Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050), as more particularly described and depicted in Exhibit "A" to the Planned Residential Development (PRD) Development Order attached hereto and incorporated herein ("Property"), and

WHEREAS, RidgeHaven, LLC, with authorization of Snilloc Family Limited Partnership Number One, has submitted an application for the issuance of a Development Order for a Planned Residential Development to allow the development of a subdivision of 286 lots on the Property to be known as "RidgeHaven", as described and depicted in Exhibit "A" to the PRD Development Order attached hereto and incorporated herein, and

WHEREAS, the Property has been rezoned from Volusia County R-4, Urban Single-Family Residential, and Ormond Beach B-8, Commercial, to Ormond Beach, Planned Residential Development (PRD), and

WHEREAS, the Planning Board held a public hearing on April 13, 2023, as required by Section 1-15(d)(2), of the *Land Development Code*, and has recommended approval, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(2), *Florida Statutes* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee;

(3) The comments of governmental agencies, utility corporations and individuals, as received, and

(4) The testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that there is competent substantial evidence to support the following:

(1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed development is consistent with the *Comprehensive Plan*;

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;

(7) The proposed development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors; and

(9) The proposed use of materials and architectural features

will not adversely impact the neighborhood and aesthetics of the area; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The application of the Property Owners for the issuance of a Planned Residential Development Development Order for the "Ridgehaven" project is hereby approved. The Mayor and the City Manager are authorized and directed to execute and issue the attached Development Order for the "Ridgehaven" Planned Residential Development to allow the development of 286 lots on approximately 103.45 acres located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision (Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050).

SECTION THREE. The project shall consist of three housing types that include as follows: Duplex lots - 84 lots, 50-foot-wide lots - 136 lots, and 75-foot-wide lots - 66 lots. The subdivision phasing may be modified with review and approval of the Site Plan Review Committee.

SECTION FOUR. Section 2-35(h)(3)(a) of the Land Development Code allows additional outdoor recreational areas to be provided in lieu of indoor recreation area. The project

is required to provide 26,820 square feet of outdoor recreational area. The project proposes (1) a 33,000 square foot outdoor recreation area to include a pool, dog park, playground and activity fields; (2) a 50,921 square foot walking trial at the southeast corner of the property; and (3) an 8,500 square foot walking trail along a lake and natural buffer at the northeast corner of the property. These outdoor recreational areas exceed the *Land Development Code* requirements and are hereby accepted.

SECTION FIVE. The city's standard stormwater detail number five provides an allowed stormwater depth of eight to twelve feet. The applicant is requesting a pond depth of 15± feet. The additional stormwater pond depth is hereby accepted.

SECTION SIX. Section 2-35(d)(3) of the Land Development Code requires a forty-foot perimeter buffer building setback. The subject property has existing outparcels and seeks to allow a minimum perimeter setback of: fifteen-feet next to lot 285; twenty-feet next to lots 157-163, 213, and 214; and thirty-feet next to lot 227. The minimum setbacks of fifteen-feet next to lot 285; twenty-feet next to lots 157-163, 213, and 214; and thirty-feet next to lot 227, are hereby accepted.

SECTION SEVEN. The applicant shall construct sidewalk along Plantation Oaks Boulevard along the project's boundary and beyond the property's boundary to connect with North U.S. Highway 1.

SECTION EIGHT. Per the Planning Board's recommendation, a PVC vinyl fence and an additional hedge row shall be installed on the Greenhaven Place cul-de-sac, between lots

215 and 216, to screen the existing single-family house at 1155 Plantation Oaks Boulevard. The RidgeHaven HOA shall be responsible for the maintenance of the hedge and fence.

SECTION NINE. The Applicant, including the Applicant's successors and assigns, shall at all times fully comply with the terms and conditions of the PRD Development Order.

SECTION TEN. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION ELEVEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 16th day of May, 2023.

PASSED UPON at the second and final reading of the City Commission this 6th day of June, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	RidgeHaven, LLC, a Florida Limited Liability Company, with the authorization of Snilloc Family Limited Partnership Number One, a Florida Limited Partnership
	Planned Residential Development	PRD 2022-061
	Project Name:	RidgeHaven
	Location:	South of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision
	Parcel ID Nos.	3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050

PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on May 16, 2023 and June 6, 2023, and the City Commission having considered those items as required by Chapter 1, Article II, Section 1-18(e) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area;

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of RidgeHaven, LLC, a Florida Limited Liability Company, with authorization of Snilloc Family Limited Partnership Number One, a Florida Limited Partnership (the "Property Owners"), for a Planned Residential Development ("PRD") Development Order authorizing the development and construction of a residential subdivision of 286 lots to be known as "RidgeHaven", to be located on approximately 103.45 acres located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision (Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020,3136-01-23-0060, and 3136-01-24-0050) on that real property described in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-35, Planned Residential Development, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified are hereby made a part of this Development Order;

2. All outstanding Site Plan Review Committee comments shall need to be resolved prior to the issuance of an engineering permit described in Exhibit "B";

3. Full and complete compliance with the Applicant's Site Plan attached as Exhibit "C";

4. Full and complete compliance with the Special Conditions described in Exhibit "D";

B. The final plans for the development project shall be consistent with all of the conditions listed in this Development Order and as depicted in the plans attached hereto as Exhibit "C" and incorporated herein by reference.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Development Order approved for this development project, and of the *Land Development Code.*

E. There shall be no site preparation including clearing, filling, dredging, or excavation, nor shall any construction begin until the Preliminary Plat site plans are approved. If construction has not begun within five years (June 6, 2028) from the date of City Commission approval of this Development Order with the subdivision plat processed in accordance with Sections 4-17 or 4-18 of the *Land Development Code*, this Development Order shall automatically become void and shall have no further effect. Before the planned development permit can be re-established, a new PRD Development Order application must be filed shall be reviewed and approved by the Planning Board and the City Commission under the provisions of Chapter 1, Article II, Section 1-14(3)(b), of the *Land Development Code*.

F. In the event the use of the land approved by this Planned Residential Development Order is abandoned for a period of two (2) years or there has been no construction activity during that period, any permit shall be void and a Notice of Final Plan Revocation shall be filed under the provisions of Chapter 1, Article II, Section 1-14(3)(b)(2) of the *Land Development Code,* and a new application for a PRD Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

G. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Chapter 1, Article II, Section 1-14, or with the conditions provided in the Planned Residential Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

H. This Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Property Owners and shall be binding upon the Property Owners and their successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto and incorporated herein by reference. (Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050).

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ORDERED this 6th day of June, 2023.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
BILL PARTINGTON
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"

RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 23, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE; 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1804.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°49'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 149.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 426.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; SAID NON TANGENT CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 763.96 FEET, A CENTRAL ANGLE OF 18° 21'39" AND A CHORD BEARING OF N07°02'04"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 244.82 FEET TO THE POINT OF TANGENCY; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 874.48 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHEAST CORNER OF SAID LOT 3; THENCE S87°51'51"W ALONG THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO A BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY ; THENCE N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED ON MAP BOOK 59, PAGES 138–154; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

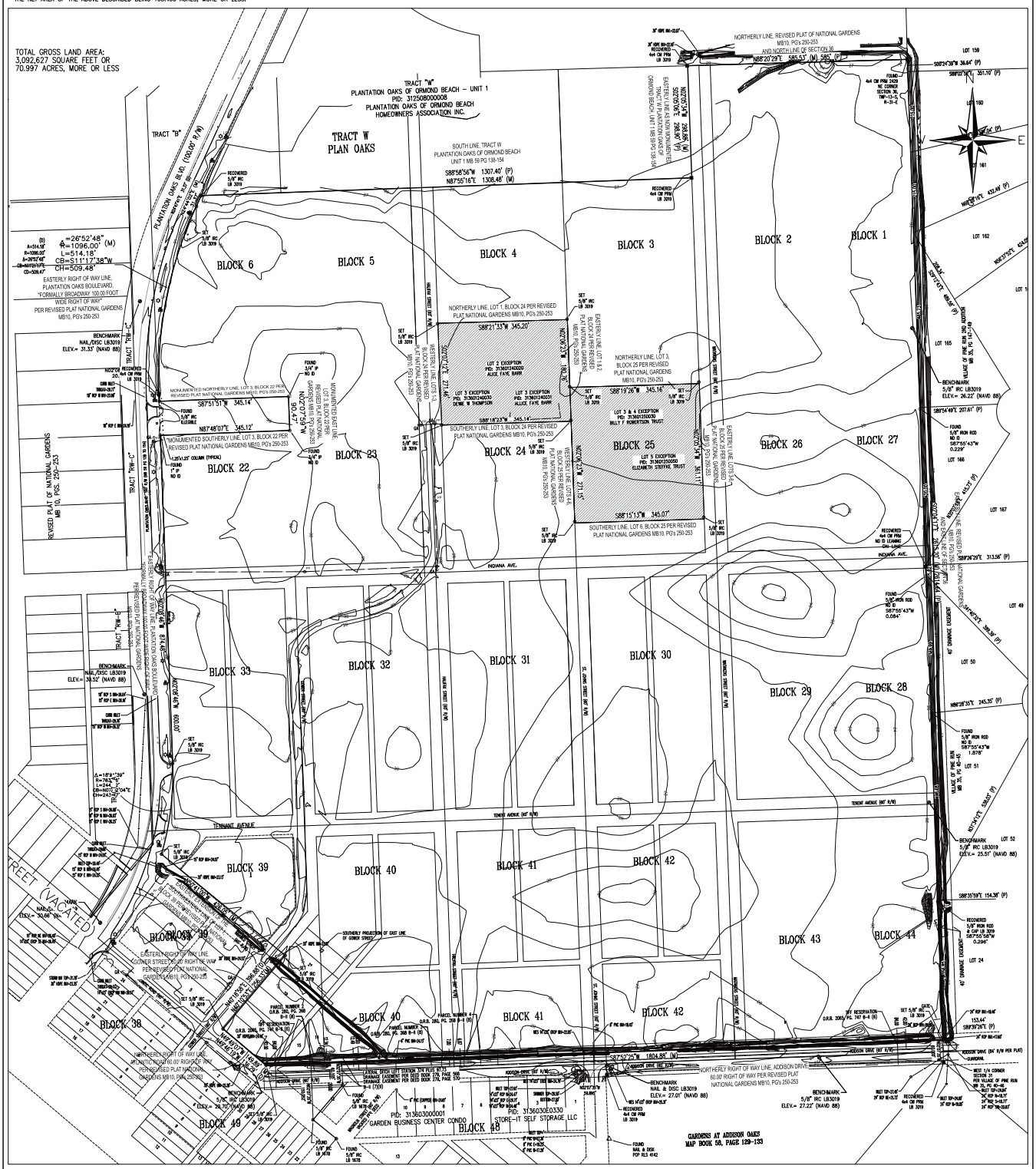
LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE N88°19'26"E, 345.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S02°05'34"E, 361.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 25; THENCE S88°15'13"W, 345.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N02°06'23"W, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 25, BEING THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 24; THENCE S88°18'23"W, 345.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N02°07'12"W, 271.46 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.

TOTAL GROSS LAND AREA:
3,092,627 SQUARE FEET OR
70.997 ACRES, MORE OR LESS

SURVEYORS NOTES

1. NOTICE: THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT #1016422; ISSUING OFFICE #3714601, FILE #2832–17 DATED FEBRUARY 10, 2021 AT 11:00 PM..
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF SECTION 36 BEING S02°04'46E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER NGS MONUMENT DESIGNATION X–226 HAVING A PUBLISHED ELEVATION OF 28.48' NAVD 88. (NGVD 30.573 FEET)
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0203K. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"=500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. THE PORTION OF PENNSYLVANIA AVENUE SHOWN HEREON AS VACATED (PER ORB 5498, PAGE 1745)(VOLUSIA COUNTY RESOLUTION 2005–15) HAS BEEN INCLUDED IN THIS BOUNDARY SURVEY ALTHOUGH IT WAS NOT INCLUDED IN THE DESCRIPTION PROVIDED BY THE TITLE COMPANY IN THE COMMITMENT SHOWN IN NOTE #1 ABOVE.
10. THE VERTICAL RELIEF SHOWN HEREON IS BASED ON A GROUND SURVEY PERFORMED BY SLIGER & ASSOCIATES, INC.


TRACT "W"
PLANTATION OAKS OF ORMOND BEACH – UNIT 1
PID: 3125080000008
PLANTATION OAKS OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.
TRACT W PLAN OAKS
PLANTATION OAKS BLVD. (100.00' R/W)
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS MB10, PG's 250-253 AND NORTH LINE OF SECTION 36
N88°20'29"E 585.53' (M) 585' (P)
S02°04'46"E 2615.20' (M)
S02°04'46"W 36.64' (P)
S89°02'54"E 351.10' (P)
SOUTH LINE, TRACT W PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
S88°58'56"W 1307.40' (P)
N87°55'16"E 1308.48' (M)
EASTERLY LINE AS NOW MONUMENTED, TRACT W PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
N02°05'34"W 298.88' (M)
N02°04'46"W 432.46' (P)
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
LOT 159
LOT 160
LOT 161
LOT 162
LOT 165
LOT 166
LOT 167
LOT 49
LOT 50
LOT 51
LOT 52
LOT 24
NORTHERLY LINE, LOT 1, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°21'33"W 345.20'
LOT 2 EXCEPTION PID: 3136031440001 ALICE FAYE BARR
LOT 3 EXCEPTION PID: 3136031440001 DENISE N THOMPSON
LOT 3 EXCEPTION PID: 3136031440001 ALICE FAYE BARR
NORTHERLY LINE, LOT 3, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°19'26"W 345.16'
LOT 3 & 4 EXCEPTION PID: 3136012550010 BILLY F ROBERTSON TRUST
SOUTHERLY LINE, LOT 3, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°18'23"W 345.14'
LOT 5 EXCEPTION PID: 3136012550050 ELIZABETH STREPPAE TRUST
SOUTHERLY LINE, LOT 6, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°15'13"W 345.07'
EASTERLY LINE, LOTS 1, 2 & 3, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
N02°07'12"W 271.46'
EASTERLY LINE, LOTS 3, 4, 5 & 6, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
N02°06'23"W 271.15'
WESTERLY LINE, LOT 3, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S02°07'12"E 271.46'
MONUMENTED NORTHERLY LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S87°51'51"W 345.14'
N87°48'07"E 345.12'
MONUMENTED SOUTHERLY LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
MONUMENTED EASTERLY LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
N02°07'59"W 90.47'
1.25'x1.25' COLUMN (TYPICAL)
BLOCK 22
BLOCK 23
BLOCK 24
BLOCK 25
BLOCK 26
BLOCK 27
REVISED PLAT OF NATIONAL GARDENS MB 10, PGS. 250–253
TRACT "RW–C"
TRACT "RW–B"
TRACT "RW–A"
BENCHMARK NAIL/DISC LB3019 ELEV.= 31.33' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 26.22' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 25.51' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 34.50' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 30.68' (NAVD 88)
BENCHMARK NAIL & DISC LB3019 ELEV.= 27.01' (NAVD 88)
BENCHMARK 5/8" IRC LB3019 ELEV.= 27.22' (NAVD 88)
BENCHMARK 5/8" IRC LB3019 ELEV.= 29.70' (NAVD 88)
INDIANA AVE.
TENNANT AVENUE
ADDISON DRIVE (80' R/W)
ATLANTIC ROAD (80' R/W)
GOWER STREET (60' R/W)
PLANTATION OAKS BLVD. (100' R/W)
PLANTATION OAKS BLVD. (100.00' R/W PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253)
EASTERLY RIGHT OF WAY LINE, PLANTATION OAKS BOULEVARD, "FORMALLY BROADWAY" 100.00 FOOT WIDE RIGHT OF WAY" PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
NORTHERLY RIGHT OF WAY LINE, ATLANTIC ROAD 80.00' RIGHT-OF-WAY, PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
NORTHERLY RIGHT OF WAY LINE, ADDISON DRIVE 60.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
EASTERLY RIGHT OF WAY LINE, GOWER STREET 60.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S87°52'25"W 1804.88' (M)
R=1096.00'
L=514.18'
CB=S11°17'38"W
CH=509.48'
R=763.96'
Δ=18°21'39"
L=244.82'
CB=N07°02'04"E
CH=243.74'
PID: 3136030000001 GARDEN BUSINESS CENTER CONDO
PID: 3136030E0330 STORE-IT SELF STORAGE, LLC
GARDENS AT ADDISON OAKS MAP BOOK 58, PAGE 129–133
PARCEL NUMBER 4 O.R.B. 2005, PG. 268 R-4 (R)
PARCEL NUMBER 5 O.R.B. 2005, PG. 268 R-5 (R)
PARCEL NUMBER 6 O.R.B. 2005, PG. 268 R-6 (R)
NOT RESPONSIBLE FOR ACCURACY OF BEARINGS AND DISTANCES SHOWN HEREON
SOUTHERLY PROJECTION OF EAST LINE OF GOWER STREET
SOUTHERLY PROJECTION OF EAST LINE OF ATLANTIC ROAD
ATLANTIC ROAD (60' R/W)
GOWER STREET (60' R/W)
ADDISON DRIVE (80' R/W)
TENNANT AVENUE (60' R/W)
INDIANA AVE. (60' R/W)
ADDISON DRIVE (80' R/W PER PLAT) (UNNAMED)
WEST 1/4 CORNER SECTION 31 PER VILLAGE OF PINE RUN MB 35, PG 40–41
VILLAGE OF PINE RUN MB 35, PG 40–41
VILLAGE OF PINE RUN MB 35, PG 40–41 AND VILLAGE OF PINE RUN MB 36, PG 147–149
VILLAGE OF PINE RUN MB 36, PG 147–149
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS MB10, PG's 250-253
S88°26'29"E 313.56' (P)
S88°26'26"E 345.35' (P)
S88°35'59"E 154.38' (P)
S87°37'17"E 538.05' (P)
S88°26'26"E 153.44'
S88°39'26"E (P)
S87°55'43"W 0.084'
S87°55'43"W 1.878'
S87°55'43"W 0.229'
S87°55'43"W 0.296'
S87°55'43"W 0.084'
S87°55'43"W 0.229'
S87°55'43"W 0.296'
S89°54'49"E 207.81' (P)
S02°04'46"E 432.46' (P)
S02°04'46"E 298.88' (M)
S02°04'46"E 432.46' (P)
N02°07'59"W 90.47'
N02°08'46"W 874.48'
N02°08'46"W 20.19'
N02°08'46"W 298.88' (M)
N02°08'46"W

Project Name: PZ-22-061
Project Description: RidgeHaven subdivision, PRD & Preliminary Plat (298 units on 103.45 acres)
Review Comments List Date: 3/31/2023

Ref. # 164, Civil Engineer, David Allen, Cycle 3
Markup: Civil-Tailwater, Stormwater Calculations.pdf
In the review of the plans and stormwater design, it appears that the existing swale invert is well above the invert to the discharge pipe from the stormwater pond in the north east corner of the site. What is any modifications to the canal will be done to ensure the flow is not impeded.

Ref. # 171, Civil Engineer, David Allen, Cycle 3
Markup: Civil-Post Basin B, Stormwater Calculations.pdf
What is the criteria for an overflow outlet for this land-locked basin. What impacts will this design have on the parcels not part of this project.

Ref. # 198, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Pipe Systems, Hydraulic Grade Line Calculations.pdf
Identify the runs of pipe on a site plan to determine the actual location.

Ref. # 199, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Pipe Runs-2, Hydraulic Grade Line Calculations.pdf
Identify the runs on this overall plan. Identify the nodes that appear in more than one run, such as structures at 41 and 53. Show the hydraulic grade line from both runs.

Ref. # 200, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Color Code, Hydraulic Grade Line Calculations.pdf
When trying to identify the different runs, the color code on this sheet, did not match the individual runs shown on the following pages.

Ref. # 201, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Wetland, Hydraulic Grade Line Calculations.pdf
In our meeting this basin was discussed, where are the connections for any overflow from this basin to the stormwater system?

Ref. # 202, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Run #6, Hydraulic Grade Line Calculations.pdf
Please identify this run on the overall plan. I was unable to identify it.

Ref. # 203, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Run #7, Hydraulic Grade Line Calculations.pdf
Please identify this run on the overall plan. I was unable to identify it.

Ref. # 204, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Wetland Stage, Stormwater Calculations.pdf
In previous comments, this basin was noted as land-locked. Response was that there were outlets for the basin. Please indicate the stage that this wetland will reach prior to the discharge. Will this stage adversely affect the two outparcels.?
The location of the outlets appear to be on the other side of the out parcels.

Ref. # 205, Civil Engineer, David Allen, Cycle 4

Markup: Civil-Post-Tree-Pres, Stormwater Calculations.pdf
This basin appears to have multiple discharge points i.e.: north, south and east. Should this basin be divided by discharge points?

Ref. # 206, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Wetland-Post Basin 'B', Stormwater Calculations.pdf
In the predeveloped condition an irregular weir separates portions of the basin. Was this removed? If not how does this affect the surface flow to the outlet structures?

Ref. # 207, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Overall Stormwater, Stormwater Calculations.pdf
In our meeting, we requested the impacts to the adjacent and down stream properties be evaluated. Provide documentation that there will not be adverse impacts to the adjacent properties. Second, the drainage swale/ditch that will be the ultimate discharge appears to be less than adequate for the proposed flows.

Ref. # 215, Civil Engineer, David Allen, Cycle 5
Markup: Civil-Grading, C011-CIVIL.pdf
Flow arrows indicate a flow to the west and Inlet 110A. However, there are no grades to provide documentation of this flow.Provide information on the flow pattern of the non-paved portion of Cliffhaven Court. This area has no existing grades on the profile for Cliffhaven Court.
Will there be any grading in this area?

Ref. # 216, Civil Engineer, David Allen, Cycle 5
Markup: Civil Grading C-011, C011-CIVIL.pdf
The existing grades in this area indicate the flow to the west. How will the proposed inlet drain this area/
Will the two areas stage up to the elevation of the roadway?

Ref. # 217, Civil Engineer, David Allen, Cycle 5
Markup: Civil-Out parcels, C012-CIVIL.pdf
Provide additional grading information on the out parcels to ensure the safety of the parcel
Will the two areas hashed stage to a point of merging ? The western connecting point appears to be the low point at the 28 contour.
Are there any existing elevations available in these areas?

Ref. # 218, Civil Engineer, David Allen, Cycle 5
Markup: Civil-Ridgehave Ave., C012-CIVIL.pdf
Provide any existing elevations for the unpaved limits of Ridgehaven Ave. How will this profile make the connection between the two asphalt sections.?

Ref. # 219, Civil Engineer, David Allen, Cycle 5
Markup: Civil-H2O main, C017-UTILITY.pdf
It appears that this water main extension passes under the proposed structure for Lot 52. Please re-route this main into the open area to the west. keeping the minimum distance between H2O and sanitary sewer mains.
Relocate the valves associated with the tee connection.

Ref. # 220, Civil Engineer, David Allen, Cycle 5
Markup: Civil-Overall Questions on HGL Calc-Stormwater-Ponds and Basins, C013-CIVIL.pdf

Stormwater Management Questions

1. The hydraulic grade line calculations should begin with the tailwater of the peak stage for 25yr/24hr storm event.
2. The 25 year 24 hour stage of the ponds is elevation 28.52 or 28.53. The top of the inlets noted as the overflow for the large wetland in the interior of the project range anywhere from elevation 26.00 to 27.50. The hydraulic grade line for the pipe system that end at these inlets will be above the top of the inlet. Please model the wetland and provide a peak stage for this basin.
3. When evaluating the overall plan, Sheet 2, the only inlet directly connected to the interior wetland is 113A at elevation 27.50 top. Show how the other inlets, 31, 14, 28, 110A, 114A will accept flow without crossing the roadway or the outparcels.
4. The stage of the ponds, elev. 28.52 when compared to the rear yard elevations there could be water within the lots.
5. Run No. 5 ends at Inlet 113A, the HGL appears well above the top of the inlet. Even with out the flow area including the entire interior wetland.
6. Basin 110A, shows flow arrows from the east to the west. However, there are no grades to provide evidence that this is the actual flow pattern.
7. Post Development Drainage Basins Plan

a. Post-Tree-Pres basin should be split at the north-eastern corner to allow for the flow through Lakes of Pine Run to be shown verse the existing flow pattern. Post Basin C and the Addison Canal and the eastern boundary canal appear to drain to the canal in Lakes of Pine Run.

b. In Post Basin A-there are two depressions, between the tier of lots on west side of Brookhaven Trail and the lots on the east side of Ridgehaven Avenue. Do either of these depressions stage up during the major storm events? If so, what would be the peak stage and would the rear of the lots be in danger of water encroachment?

c. There does not seems to be any information available for Lake E. Provide any stage information.

8. Comment Regarding questions above- In comparing the Pre-Basins and the Post Development basins, it appears that the interior wetland previously drained through Pre-DEP-D which has now been severed by the filling of the lots.

Ref. # 231, Civil Engineer, David Allen, Cycle 5
Markup: Civil--Swale, C012-CIVIL.pdf
The swale appears to be on the adjacent property, please provide written authorization for the connection from Ridgehaven to swale. As well as permission for the flow to now proceed to the north in the swale.
Has the County been notified of the connection to the existing ditch and the change to the surface water flow?

Ref. # 188, Landscape Architect, Cara Culliver, Cycle 4
Markup: 14" Oak Missed, C004-EC.pdf
- Please add this missing 14" specimen Oak to the removal chart & calculations.

Ref. # 194, Landscape Architect, Cara Culliver, Cycle 4
Markup: Specimen Tree Chart, C048A-LANDSCP INFO.pdf
- Specimen trees removed = 89

- Specimen trees to remain = 56, please correct the chart.

Ref. # 210, Landscape Architect, Cara Culliver, Cycle 5
Markup: Missing 14" Oak, C004-EC.pdf
- See red cloud for missing 14" Oak.

Ref. # 211, Landscape Architect, Cara Culliver, Cycle 5
Markup: 14" Oak Missed, C048A-LANDSCP INFO.pdf
Please add the missing 14" specimen Oak to the removal chart, the H3 is the 15" Oak. Add letter L3 for 14" Oak.

Ref. # 212, Landscape Architect, Cara Culliver, Cycle 5
Markup: 20' Landscape Buffer Calculation, C048-TREE PLANTING.pdf
- The total buffer length is 651.05' (see plat) subtracting driveway (99.42) = 551.63' = 22 Required Trees, 221 Shrubs & 221 Ground Covers and not 500'.

Ref. # 213, Landscape Architect, Cara Culliver, Cycle 5
Markup: Buffers Along Outparcel, C048-TREE PLANTING.pdf
- Please add the (3) buffers sides along the outparcel.

Ref. # 214, Landscape Architect, Cara Culliver, Cycle 5
Markup: Changemark note #03, C048-TREE PLANTING.pdf
- Please add the (3) buffers sides along the parcel edges, see lineal footage for each side.

Ref. # 137, Planning Director, Steven Spraker, Cycle 2
Markup: Planning, ROW vacation, RW Vacation Exhibit.pdf
Please provide a sketch and legal description for the ROW to be vacated.

Ref. # 223, Utility 1, Mike Stephenson, Cycle 5
Markup: Eastern Channel Modifications?, C012-CIVIL.pdf
Please advise of any proposed construction activities on the eastern side of RidgeHaven within the existing channel. Verbally I have heard discussion regarding modifying the channel with the intent to prevent stormwater from the RidgeHaven outfall from traveling toward the existing channel serving the Village of Pine Run, but I have not seen any proposed plans to date.

Ref. # 224, Utility 1, Mike Stephenson, Cycle 5
Markup: RCP and CMP in Channel, C012-CIVIL.pdf
Please provide design documentation showcasing how the existing 36-inch CMP in the channel to west of RidgeHaven was sized and please advise how the 60-inch RCP under Plantation Oaks was sized.

Ref. # 225, Utility 1, Mike Stephenson, Cycle 5
Markup: WM Re-route, C017-UTILITY.pdf
Please revise the proposed water main routing under unit 52 to be out from under the unit and in the right of way.

Ref. # 226, Utility 1, Mike Stephenson, Cycle 5
Markup: Sizing of Channel to Outfall Point, C012-CIVIL.pdf
Please provide design documentation showcasing how the channel leading to the outfall point was sized.

Assumptions on my end: Q = (K/n) * ((A/P)^(2/3)) * S^(1/2) * A ; K = 1.49 ; n = 0.03 ; S = 0.0005 ; A = 67.3 Ft^2 ; P = 22.8 Ft. Values of A, P, and S were calculated utilizing as-built documentation of the existing channel. Utilizing these values, I calculate a theoretical max flow rate of 154 CFS for the channel leading to the outfall point.

The current stormwater report for RidgeHaven lists the peak discharge for the 25YR-24HR event as

139.69 CFS. The Plantation Oaks storwmater report lists the peak discharge for DITCH-POST in the 25YR-24HR event as 156.59 CFS. The peak discharge for RidgeHaven West will likely be somewhere around 100 CFS for the 25YR-24HR event (assumption made by me based off of acreage). All total, this suggests the channel conveying flow to the outfall would need to be able to accommodate 396.3 CFS, which is above my assumed calculations. Please advise if my assumptions have been made in error while reviewing your supplied documentation.

Ref. # 227, Utility 1, Mike Stephenson, Cycle 5
Markup: Sizing of RidgeHaven Discharge Channel, C012-CIVIL.pdf
Please provide design documentation showcasing how the outfall channel discharge on the northside of RidgeHaven was sized.

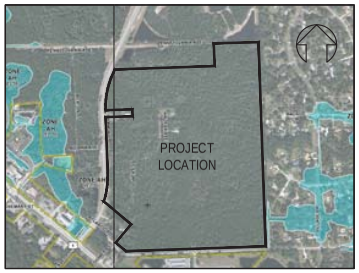
Assumptions on my end: Q = (K/n) * ((A/P)^(2/3)) * S^(1/2) * A ; K = 1.49 ; n = 0.030 ; S = 0.0005 ; A = 54.5 Ft^2 ; P = 26.1 Ft. Values of A, P, and S were calculated utilizing as-built documentation of the existing channel. Utilizing these values, I calculate a theoretical max flow rate of 98.9 CFS for the channel.

The current stormwater report for RidgeHaven showcases a peak discharge of 139.69 CFS for the existing channel in the 25YR-24HR event, which is above my theoretical calculations. Please advise if my assumptions have been made in error while reviewing your supplied documentation.

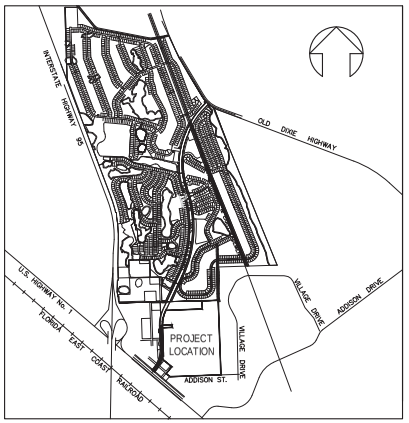
RidgeHaven
PRELIMINARY PLAT & CONSTRUCTION PLANS
ORMOND BEACH, FLORIDA

GENERAL NOTES

1.) ALL WATER MAINS TO BE P.V.C. DR-18, C-900.
2.) ALL SANITARY SEWER MAINS SHOWN ARE PVC SDR 26 @ 0.40% FOR 8", 0.30% FOR 10" UNLESS OTHERWISE NOTED.
SANITARY SERVICES ARE 4" SDR 26 @ MINIMUM 2.0% RESIDENTIAL CONNECTION.
SANITARY FORCE MAIN TO BE PVC, DR-18, C-900.
3.) CABLE T.V., TELEPHONE AND ELECTRIC SERVICES TO BE UNDERGROUND.
4.) CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND TO REPORT ANY DISCREPANCIES TO DESIGN ENGINEER.
5.) WATER AND SEWER IMPROVEMENTS TO MEET CITY OF ORMOND BEACH STANDARDS.
6.) DOWNLIGHTS (STREET LIGHTS) TO BE FP&L STANDARD & CONTEMPORARY LIGHTS TO BE FP&L STANDARD LED, (CONTEMPORARY LIGHT) AND BLACK FIBERGLASS POLES, STREET LIGHTS AND POLES TO BE PROVIDED BY FPL.
7.) ELEVATIONS REFER TO MEAN SEA LEVEL NAVD 1988 DATUM.
8.) MINIMUM FINISH FLOOR GRADE PER CITY OF ORMOND BEACH REQUIREMENTS.
9.) SHOP DRAWINGS FOR POTABLE WATER AND SEWER TO BE SUBMITTED TO AND APPROVED BY CITY OF ORMOND BEACH AND DESIGN ENGINEER PRIOR TO CONSTRUCTION.
10.) POTABLE WATER SERVICE TO BE SUPPLIED BY CITY OF ORMOND BEACH.
11.) SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
12.) ALL DISTURBED AREAS TO BE SEEDED AND MULCHED.
13.) WHERE SANITARY FORCE MAINS CROSS POTABLE WATER LINES, THE FORCE MAIN IS TO BE CONSTRUCTED OF PVC SDR-18 FOR 20 FEET CENTERED ON THE POTABLE WATER MAIN.
14.) OFFSITE UTILITIES WILL BE CONSTRUCTED UNDER THE APPROPRIATE PHASE AND MUST BE COMPLETE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY. PROJECT TO BE BUILT IN ONE PHASE.
15.) PRIOR TO CERTIFICATE OF OCCUPANCY ALL OFFSITE EASEMENTS (IF REQUIRED) NEED TO BE RECORDED AND REFERENCED BY PLAT OR O.R. BOOK AND PAGE AND RECORDED UNDER SEPARATE INSTRUMENT.
16.) ONSITE SEWER AND POTABLE WATER INFRASTRUCTURE TO BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH.
OFFSITE SYSTEM WILL BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH (UNLESS OTHERWISE NOTED).
17.) ALL STOP SIGNS, SPEED LIMIT AND STREET SIGNS REQUIRED TO BE PROVIDED BY DEVELOPER TO CITY OF ORMOND BEACH SPECIFICATIONS. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM 0.080 GAUGE 5052-H38 ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 3"x 12" ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR ALL SIGNS SMALLER THAN 36" x 48". ALL WARNING SIGNS SHALL BE 30" X 30". ALL STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 5" HIGH UPPER & LOWER CASE WHITE LETTERS ON A GREEN BACKGROUND WITH A MIN. 30" LENGTH. PROVIDE 24" WIDE WHITE THERMOPLASTIC STOP BARS ADJACENT TO ALL LOCAL STREET 30" STOP SIGNS, WHERE 12" WIDE WHITE CROSSWALK STRIPING IS PROVIDED, THE STOP BAR AND 30" STOP SIGN MUST BE 4' IN ADVANCE OF THE CROSSWALK IN ACCORDANCE WITH FDOT STANDARD INDEX #17346. IN ALL LOCATIONS, THE 30" STOP SIGN AND 24" WIDE WHITE STOP BARS SHOULD BE LOCATED 10' IN ADVANCE OF THE EDGE OF THE TRAVELED WAY AT THE STREET INTERSECTION. SEE DETAIL SHEETS FOR PROPOSED ORNAMENTAL POLES.
18.) ALL MAINTENANCE OF ALL COMMON AREAS, LAKES, AMENITY AREAS, LANDSCAPE AND IRRIGATION TO BE THE SOLE RESPONSIBILITY OF RidgeHaven H.O.A. INC.
19.) OUTDOOR CONSTRUCTION ACTIVITY SHALL ONLY OCCUR FROM 7 AM TO 7 PM MONDAY THROUGH SATURDAY.
20.) EXCEPT WITHIN THE EXISTING FPL EASEMENT, ALL UTILITIES ARE TO BE INSTALLED UNDERGROUND, INCLUDING THE SERVICE DROPS TO INDIVIDUAL BUILDINGS OUTSIDE OF ALL REQUIRED LANDSCAPE BUFFERS, WETLANDS AND WETLAND BUFFER AREAS.
21.) DRIVING AND/OR STAGING OF CONSTRUCTION VEHICLES IS NOT PERMITTED ON ANY SIDEWALKS IN THE RIGHT-OF-WAY. ANY DAMAGE TO SIDEWALKS WILL BE REPAIRED AND/OR REPLACED IN THE LIKE KIND BY THE CONTRACTOR.



FLOOD MAP
F.I.R.M. #12127C0184K, SEPTEMBER 29, 2017
F.I.R.M. #12127C0203K, SEPTEMBER 29, 2017
FLOOD ZONE X



LOCATION MAP

RIDGEHAVEN RPUD LOT REQUIREMENTS:

1. SINGLE FAMILY (50'x110' MIN)

MINIMUM LOT SIZE = 5,500 SF
TOTAL NUMBER OF 50'x110' MIN LOTS = 136
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....10'
SIDE.....5'
REAR.....20'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

2. SINGLE FAMILY (75'x120' MIN)

MINIMUM LOT SIZE = 9,000 SF
TOTAL NUMBER OF 75'x120' MIN LOTS = 66
MINIMUM FLOOR AREA = 1,500 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....7.5'
REAR.....20'
REAR (LOTS 233-254).....10'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....7.5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

3. DUPLEX (35'x110' MIN)

MINIMUM LOT SIZE = 3,850 SF
TOTAL NUMBER OF 35'x110' MIN LOTS = 84
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....0'(0' COMMON WALL)
REAR.....10'
WATERFRONT.....10'

POOL PAVILION PARKING:
PAVILION.....748 SF
POOL.....3,750 SF
DOG PARK.....2,400 SF

PARKING PROVIDED:
STANDARD.....21
HANDICAPPED.....2
TOTAL.....23

TREE PRESERVATION AREA CALCULATION:

TREE PRESERVATION AREA REQUIRED = 15%
103.45 AC X 0.15 = 15.52 AC
TREE PRESERVATION AREA PROVIDED:
INCLUDING WETLANDS AND UPLAND BUFFERS = 17.153 AC + 8.370 AC = 25.523 AC = 24.672%

NATURAL OPEN SPACE CALCULATION:

NATURAL OPEN SPACE REQUIRED = 20%
ADJUSTED SITE AREA = SITE AREA - WETLAND AREA (TO REMAIN),
103.45 AC - 6.49 AC = 96.96 AC
REQUIRED OPEN SPACE = 96.96 AC X 0.20 = 19.39 AC
NATURAL OPEN SPACE PROVIDED = 19.76 AC = 20.38%

LEGAL DESCRIPTION

RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 23, 24, 27, 28, 29, 30, 31, 32, 33 AND 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 25, 26 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 200 THROUGH 203, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S07°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 2615.82 FEET TO THE NORTHWEST RIGHT OF WAY LINE OF ADDISON DRIVE, 80.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°53'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1934.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 80.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N02°06'35"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1.00 FEET TO THE SOUTHERLY EXTENSION OF THE EASTERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°53'25"E ALONG SAID EASTERLY RIGHT OF WAY LINE EXTENDED, 294.53 FEET TO THE EASTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°47'35"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 439.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY PLANTATION DRIVE, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 29°52'46" AND A CHORD BEARING N17°17'28"E, THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 234.62 FEET TO THE POINT OF TANGENCY; THENCE N02°21'05"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 1,134.78 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 1, BLOCK 23, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°47'35"E, ALONG THE NORTHERLY LINE OF SAID LOT 1, BLOCK 23, SAID REVISED PLAT OF NATIONAL GARDENS, THENCE N87°47'35"E ALONG SAID NORTHERLY LINE, 845.13 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 3, THENCE S07°03'17"E ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 80.14 FEET TO THE MONUMENTED NORTHERLY CORNER OF SAID LOT 3; THENCE S87°53'19"W ALONG THE MONUMENTED NORTHERLY LINE OF SAID LOT 4, A DISTANCE OF 1,320.00 FEET TO THE MONUMENTED NORTHWESTERLY CORNER OF SAID LOT 4; THENCE S07°03'17"E ALONG THE MONUMENTED WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 1,320.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY PLANTATION DRIVE, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 29°52'46" AND A CHORD BEARING N17°17'28"W, THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.19 FEET TO THE POINT OF TANGENCY; THENCE N02°21'05"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 51.27 FEET TO THE SOUTHERLY LINE OF TRACT "K", SAID PLANTATION OAKS OF ORMOND BEACH - UNIT 1, RECORDED ON MAY BOOK 59, PAGES 138-194; THENCE N87°53'19"E ALONG SAID SOUTHERLY LINE, 1,324.68 FEET TO THE EASTERLY LINE OF SAID TRACT "K", AS NOW MONUMENTED; THENCE N02°03'34"W ALONG SAID MONUMENTED EASTERLY LINE, 288.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 35; THENCE N89°26'26"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24, THENCE RUN N89°51'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE N89°19'26"E, 345.14 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 25; THENCE S88°19'13"W, 345.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N03°39'27"W, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 6, BLOCK 25, BEING ON THE SOUTHERLY CURVE OF SAID LOT 4, BLOCK 24; THENCE WESTERLY, ALONG SAID SOUTHERLY CURVE OF SAID LOT 4, BLOCK 24, HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 19°49'34" AND A CHORD BEARING N77°17'26"W, 344.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N63°51'13"W, 271.46 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.

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2	OVERALL PLAN / KEY MAP
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11-14A	CIVIL PLAN
15-18	UTILITY PLAN
19-28	PLAN & PROFILE
29-33A	PAVING AND DRAINAGE DETAILS
34-35	WATER DISTRIBUTION SYSTEM DETAILS
36-37	SANITARY COLLECTION SYSTEM DETAILS
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L-1	SPECIMEN TREE REPLACEMENT/STREET TREE PLANTING PLAN
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IRR.3	IRRIGATION DETAILS
I-1	LAKE WATER IRRIGATION PUMP AND FOUNTAIN DETAILS
T-1	TREE PRESERVATION AND COMMON AREA EXHIBIT

PARKER MYNCHENBERG
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PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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CERTIFICATE OF AUTHORIZATION NO. 00003910



Map Unit Symbol	Map Unit Name	Percent of AOI
8	Basinger fine sand, frequently ponded, 0 to 1 percent slopes	1.6%
13	Cassia fine sand, 0 to 2 percent slopes	41.0%
17	Daytona sand, 0 to 5 percent slopes	4.7%
32	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	40.8%
51	Pomona-St. Johns complex	11.9%
Totals for Area of Interest		100.0%

SOILS MAP

LAND USE TABULATION

TOTAL SITE AREA = 4,506,282 SF = 103.45 ACRES
TOTAL L.F. OF PUBLIC ROADS = 10,988 L.F.

DENSITY INCLUDING WETLANDS = 286 LOTS / 103.45 AC = 2.76 DU/AC
DENSITY MINUS WETLANDS = 103.45 - 8.493 = 94.957 AC
286 LOTS / 94.957 AC = 3.01 DU/AC

DEDICATION RIGHT OF WAY.....13.142 AC
LOT AREA.....41.407 AC
TRACT A (COMMON AREA, TREE PRESERVATION, AND UTILITY).....1.479 AC
TRACT B (COMMON AREA, PARK, TREE PRESERVATION, AND UTILITY).....1.270 AC
TRACT C (COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITY).....21.079 AC
TRACT D (COMMON AREA, SIGNAGE, AND UTILITY).....0.054 AC
TRACT E (COMMON AREA, SIGNAGE, AND UTILITY).....0.054 AC
TRACT F (COMMON AREA, AMENITIES, TREE PRESERVATION, DRAINAGE, AND UTILITY).....6.731 AC
TRACT G (COMMON AREA, SIGNAGE, AND UTILITY).....0.070 AC
TRACT H (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....1.232 AC
TRACT I (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....1.251 AC
TRACT J (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....2.031 AC
TRACT K (LIFT STATION).....0.066 AC
TRACT L (COMMON AREA, RECREATION, ACCESS, TREE PRESERVATION, DRAINAGE, UTILITY).....13.446 AC
TRACT M (COMMON AREA, SIGNAGE, AND UTILITY).....0.060 AC
TRACT N (COMMON AREA, DRAINAGE, AND UTILITY).....0.078 AC
TOTAL AREA.....103.45 AC

TOTAL NUMBER OF LOTS = 286 LOTS / 94.957 AC = 3.01 DU/AC

TOTAL WETLAND AREA = 7.987 AC

WETLAND IMPACTS:
1.....0.065 AC
2.....0.453 AC
3.....0.977 AC
TOTAL.....1.495 AC

TOTAL WETLAND TO REMAIN = 6.49 AC

TOTAL UPLAND BUFFER TO REMAIN = 1.880 AC
TOTAL REMAINING WETLANDS AND UPLAND BUFFERS = 8.37 AC
TOTAL IMPERVIOUS AREA = 1,340,433 SF = 30.772 AC = 29.75%
TOTAL PERVIOUS AREA = 3,165,849 SF = 72.678 AC = 70.25%

PROJECT NAME
RidgeHaven

PROJECT DESCRIPTION
SUBDIVISION OF 103.45 ACRES INTO 84 DUPLEX LOTS, AND 202 SINGLE FAMILY LOTS

DEVELOPER
RidgeHaven, LLC
123 MAGNOLIA AVENUE
DAYTONA BEACH, FL 32114
RICK MAUGERI, MANAGER

SUBDIVISION DESIGNER ENGINEER & LANDSCAPE ARCHITECT
PARKER MYNCHENBERG & ASSOC., INC.
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CERTIFICATE OF AUTHORIZATION #00003910
EMAIL: info@parkermynchenberg.com

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TRAFFIC CONSULTANT
LASSITER TRANSPORTATION GROUP
R. SANS LASSITER, PRESIDENT
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LONGWOOD, FL 32750
(407) 869-9434
BGriffy@ecsfl.cc

NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-27-22	REVISED	MRB

REVISIONS

PARKER MYNCHENBERG
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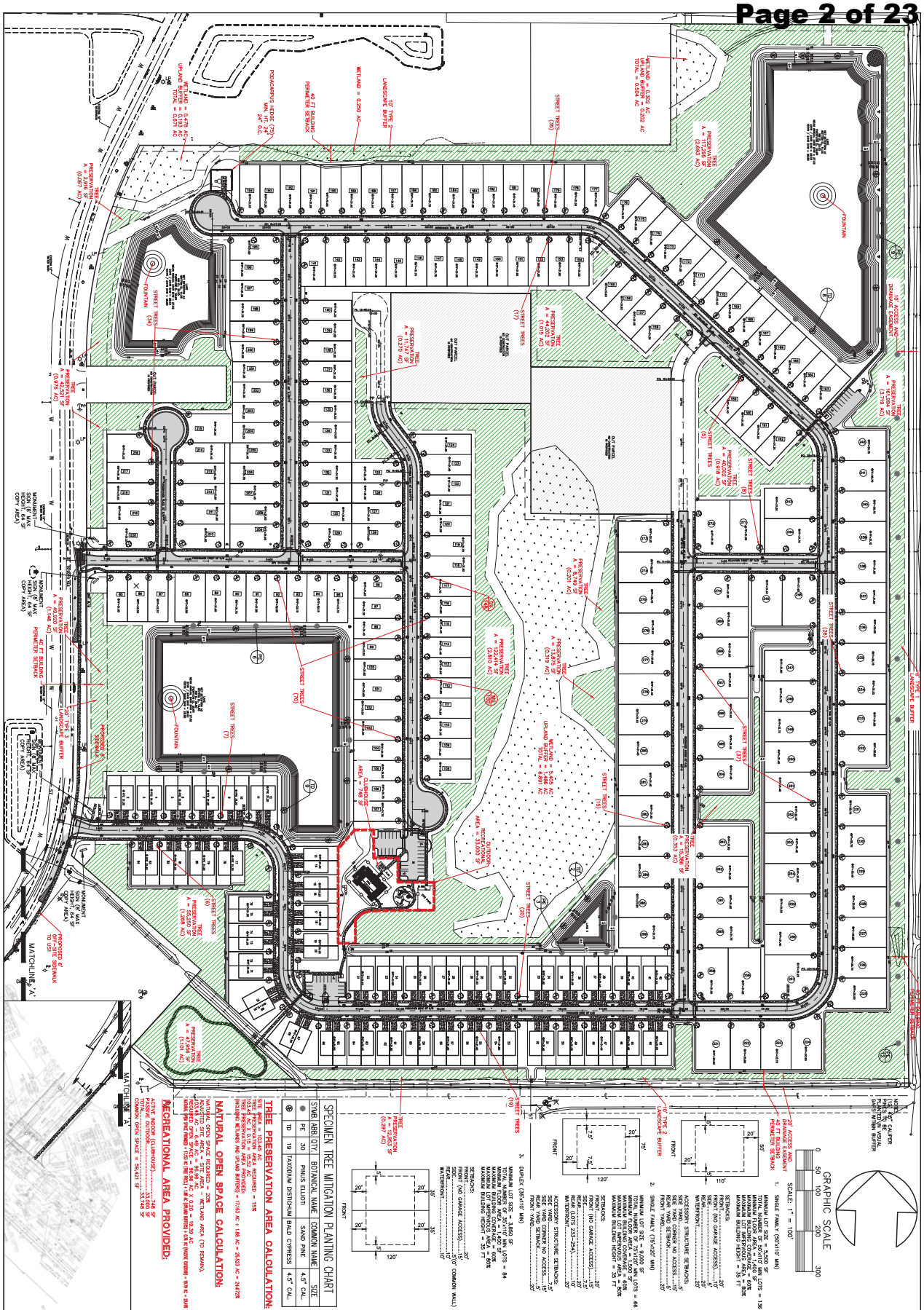
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ORMOND BEACH * FLORIDA

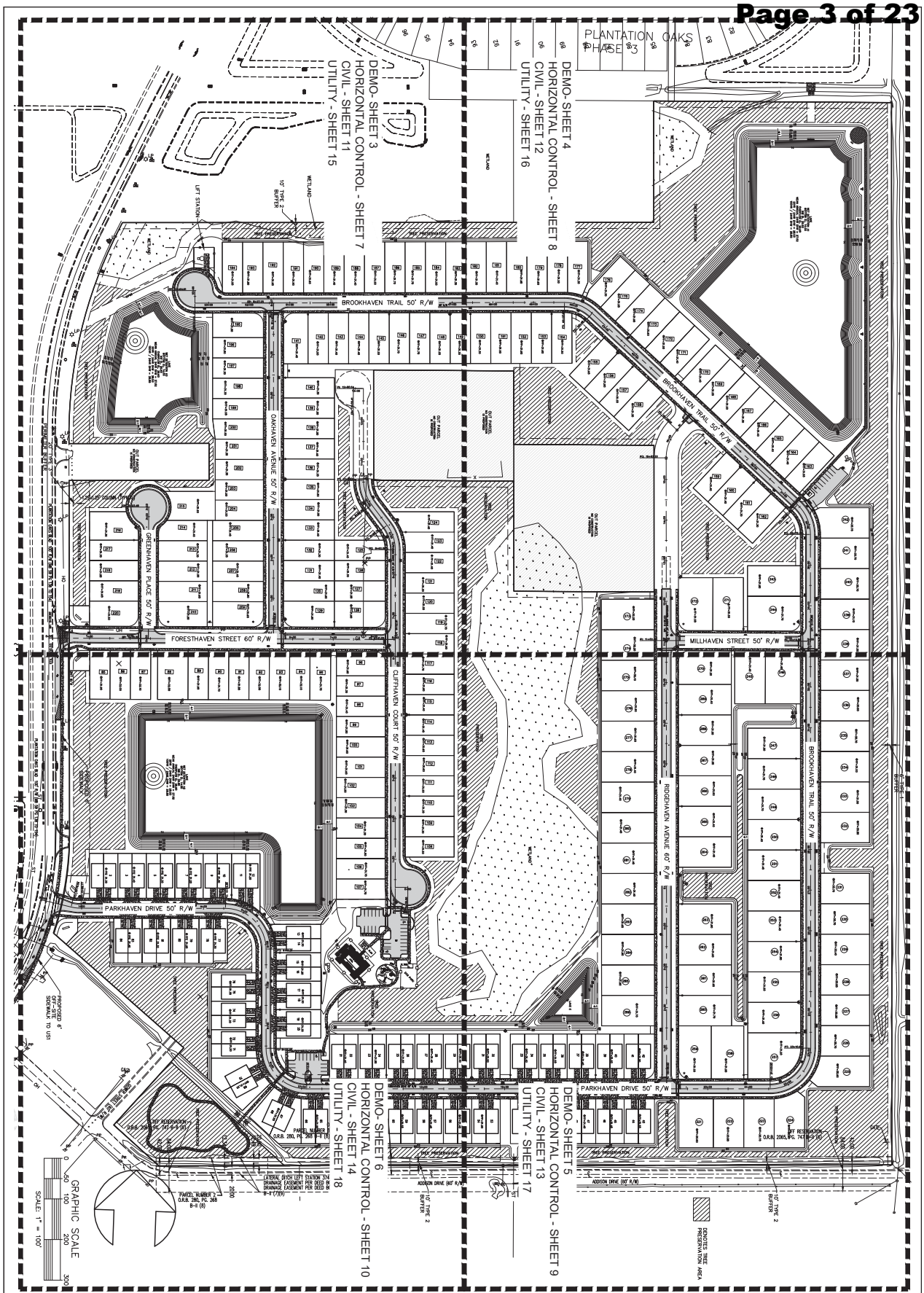
COVER SHEET

1
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: NONE
Job No: 21-70

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SPECIMEN TREE MITIGATION PLANTING CHART
SYMB./ABB. | QTY. | BOTANICAL NAME | COMMON NAME | SIZE
PE | 30 | PINUS ELLIOTI | SAND PINE | 4.5" CAL.
TD | 19 | TAXODIUM DISTICHUM | BALD CYPRESS | 4.5" CAL.
TREE PRESERVATION AREA CALCULATION:
NATURAL OPEN SPACE CALCULATION:
RECREATIONAL AREA PROVIDED:
GRAPHIC SCALE
SCALE: 1" = 100'
SINGLE FAMILY (50'x110' MIN)
DUPLEX (30'x110' MIN)
MATCHLINE 'A'
PRESERVATION TREE
STREET TREES
FOUNTAIN
RIDGEHAVEN
ORMOND BEACH • FLORIDA
PRD – MASTER DEVELOPMENT PLAN
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4 | 01-17-23 | REVISED | MRB
3 | 12-12-22 | REVISED | MRB
2 | 10-30-22 | REVISED | MRB
1 | 07-21-22 | REVISED | MRB
Job No: 21-70
Scale: 1" = 100'
Date: 2/20/2022
Drawn By: MRB
SHEET NO. 1



RidgeHaven
ORMOND BEACH * FLORIDA

OVERALL PLAN / KEY MAP

SHEET NO. 2

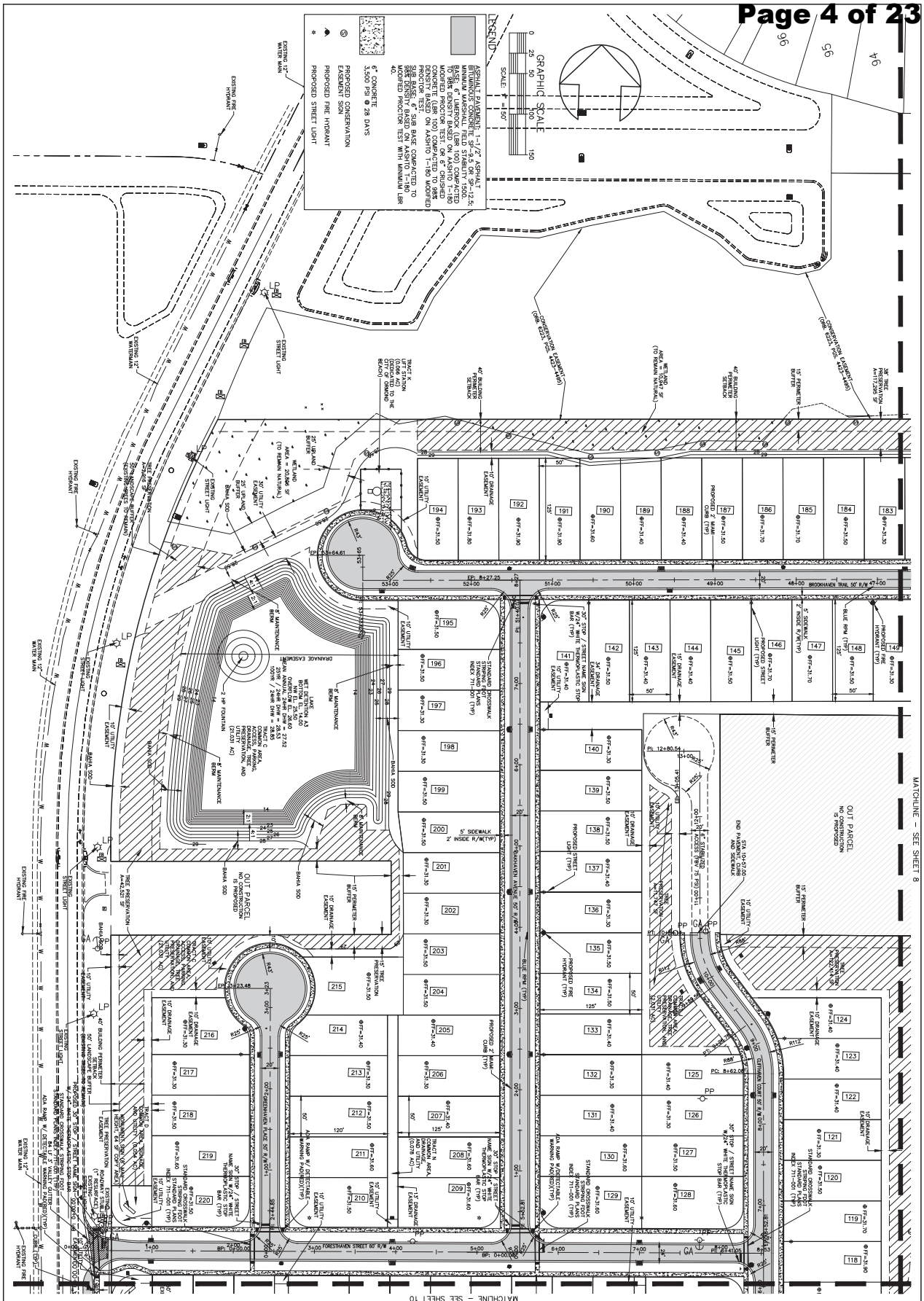
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Date: 2/20/2022
Drawn By: MRB

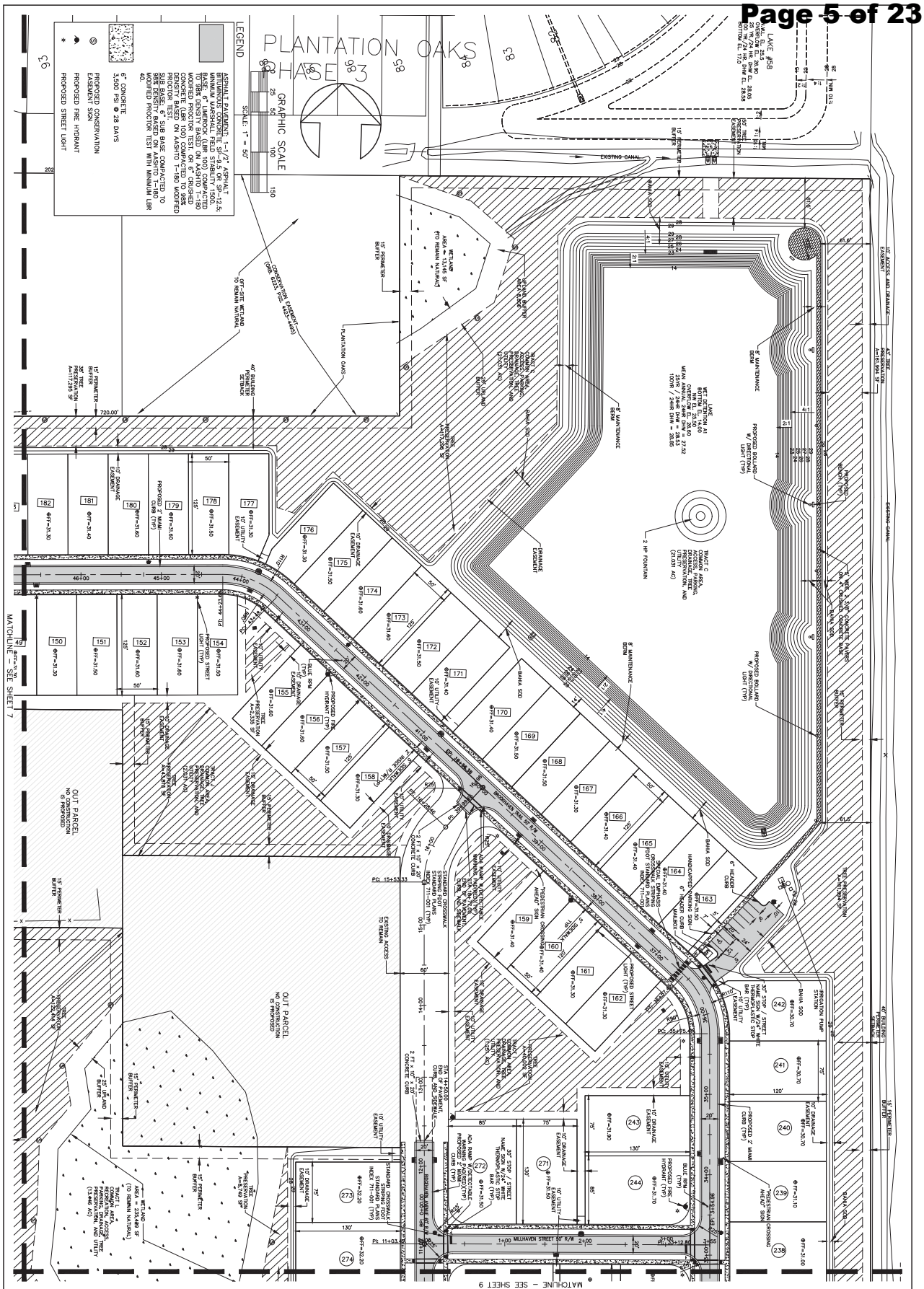
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1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

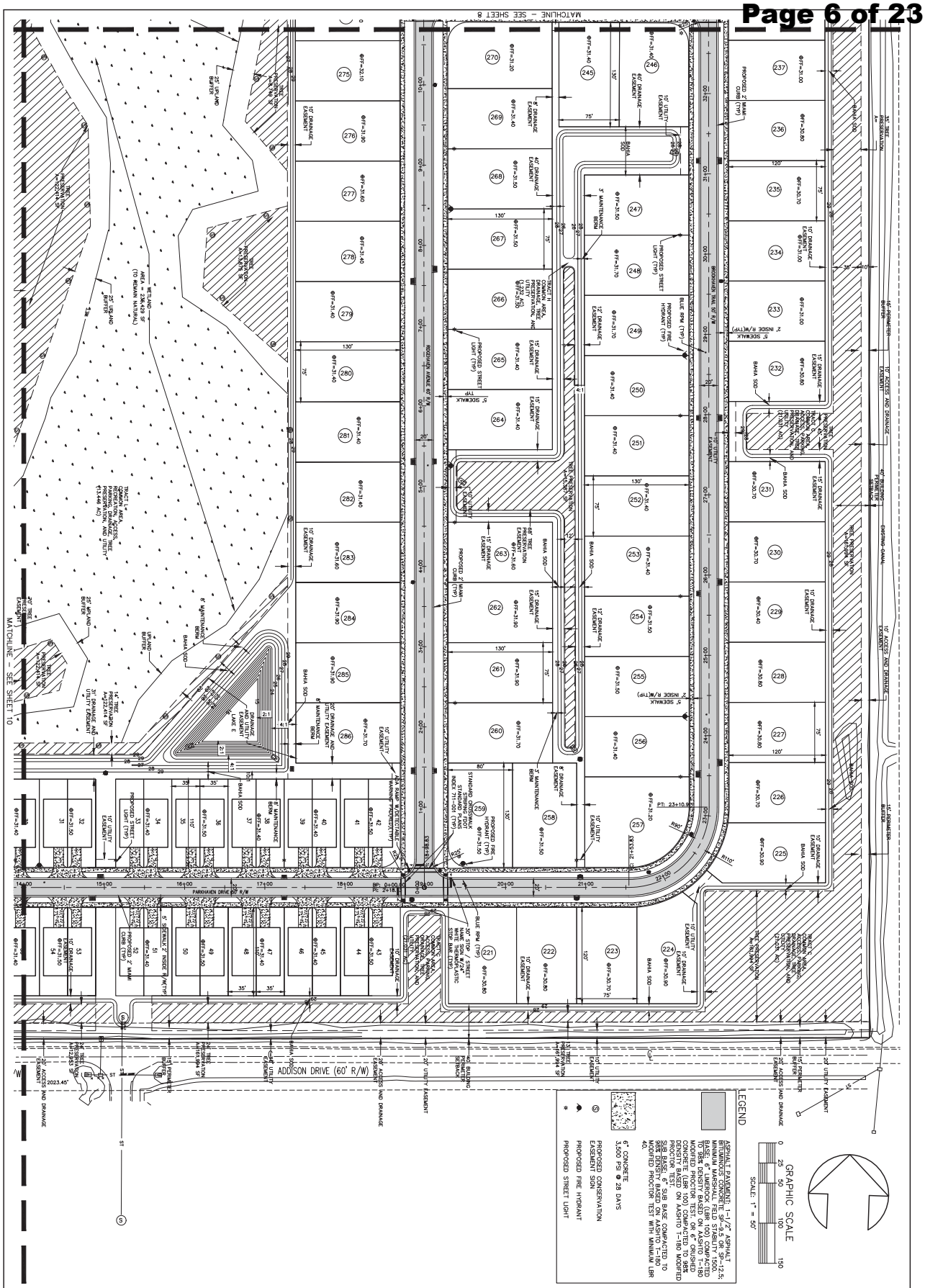
NO.	DATE	DESCRIPTION	BY
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1	07-21-22	REVISED	MRB

REVISIONS

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LEGEND
PROPOSED CONSERVATION EASEMENT SIGN
PROPOSED FIRE HYDRANT
PROPOSED STREET LIGHT
6" CONCRETE 3,500 PSI @ 28 DAYS
GRAPHIC SCALE
SCALE: 1" = 150'
MATCHLINE – SEE SHEET 8
MATCHLINE – SEE SHEET 10
BROOKHAVEN TRAIL 50' R/W
FORESHAVEN STREET 60' R/W
BROOKHAVEN AVENUE 50' R/W
GUTHRIE COURT 50' R/W
OUT PARCEL
NO CONSTRUCTION IS PROPOSED
TRACT K
LIFT STATION
(DEDICATED TO THE CITY OF ORMOND BEACH)
TRACT N
AREA, DRAINAGE, TREE PRESERVATION AND UTILITY (2.039 AC)
TRACT O
AREA, DRAINAGE, TREE PRESERVATION AND UTILITY (0.078 AC)
LAKE
BOTTOM EL. 14.00
TOP OF BANK EL. 24.00
OVERFLOW EL. 26.00
WET SEASON WATER EL. 27.52
DRAINAGE EASEMENT
8' MAINTENANCE BERM
2 HP FOUNTAIN
BAHIA SOD
EXISTING 12" WATERMAIN
EXISTING FIRE HYDRANT
EXISTING STREET LIGHT
TREE PRESERVATION A=4,230 SF
TREE PRESERVATION A=122,418 SF
CONSERVATION EASEMENT (ORB 6232, PGS. 4452-4490)
40' BUILDING PERIMETER SETBACK
15' PERIMETER BUFFER
25' LRA BUFFER
30' UTILITY EASEMENT
10' UTILITY EASEMENT
10' DRAINAGE EASEMENT
15' DRAINAGE EASEMENT
PROPOSED CURB (TYP)
PROPOSED 2' MIAMI CURB (TYP)
5' SIDEWALK 2' INSIDE R/W (TYP)
BLUE RPM (TYP)
PROPOSED FIRE HYDRANT (TYP)
PROPOSED STREET LIGHT (TYP)
STANDARD CROSSWALK STRIPING PLANS INDEX 711-001 (TYP)
ADA RAMP W/ DETECTABLE WARNING PAD(S)(TYP)
30" STOP / STREET NAME SIGN W/24" WHITE THERMOPLASTIC STOP BAR (TYP)
24" STOP / STREET NAME SIGN W/24" WHITE THERMOPLASTIC STOP BAR (TYP)
PROPOSED 30" STOP / STREET NAME SIGN W/24" WHITE THERMOPLASTIC STOP BAR (TYP)
PROPOSED


PLANTATION OAKS
PHASE 9B3
LEGEND
ASPHALT PAVEMENT: 1-1/2" ASPHALT BITUMINOUS CONCRETE SP-9.5 OR SP-12.5; MINIMUM MARSHALL STABILITY 1500 LBS; BASE: 6" LIMEROCK (LBR 100) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST OR 12" CRUSHED CONCRETE (LBR 100) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST; SUB BASE: 6" SUB BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.
6" CONCRETE 3,500 PSI @ 28 DAYS
PROPOSED CONSERVATION EASEMENT SIGN
PROPOSED FIRE HYDRANT
PROPOSED STREET LIGHT
GRAPHIC SCALE
SCALE: 1" = 50'
EXISTING CANAL
LAKE #58
MATCHLINE - SEE SHEET 7
MATCHLINE - SEE SHEET 9
OUT PARCEL NO CONSTRUCTION IS PROPOSED
MELHAVEN STREET 50' R/W
BERMUDA APPLE CIR. A
STA 1+00.00 BEGIN OF PAVEMENT, CURB, GUTTER & SIDEWALK
STA 1+47.00 END OF PAVEMENT, CURB, GUTTER & SIDEWALK
PROPOSED 2' MIAMI CURB (TYP)
PROPOSED FIRE HYDRANT (TYP)
PROPOSED STREET LIGHT (TYP)
PROPOSED BOLLARD W/ DIRECTIONAL LIGHT (TYP)
6' MAINTENANCE BERM
15' PERIMETER BUFFER
10' DRAINAGE EASEMENT
10' UTILITY EASEMENT
BAHIA SOD
TRACT C AREA, COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY (21.031 AC)
TRACT L AREA, COMMON AREA, RECREATION, DRAINAGE, ACCESS, TREE PRESERVATION, AND UTILITY (13.446 AC)
2 HP FOUNTAIN
PEDESTRIAN CROSSING AHEAD SIGN
HANDICAPPED PARKING SIGN
6" HEADER CURB
6" TRANSITION CURB
24" STOP / STREET NAME THERMOPLASTIC STOP BAR (TYP)
STANDARD CROSSWALK STRIPING PLAN INDEX 711-001 (TYP)
IRRIGATION PUMP STATION
40' BUILDING SETBACK
EXISTING ACCESS TO REMAIN
WETLAND AREA = 235,489 SF (TO REMAIN NATURAL)
PRESERVATION A=2,749 SF
PRESERVATION A=2,255 SF
PRESERVATION A=17,295 SF
PRESERVATION A=17,295 SF
PRESERVATION A=15,694 SF
PRESERVATION A=15,694 SF
PRESERVATION A=17,295 SF
PRESERVATION A=17,295 SF
PRESERVATION A=2,255 SF
PRESERVATION A=2,749



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HORIZONTAL CONTROL PLAN

SHEET NO. 9

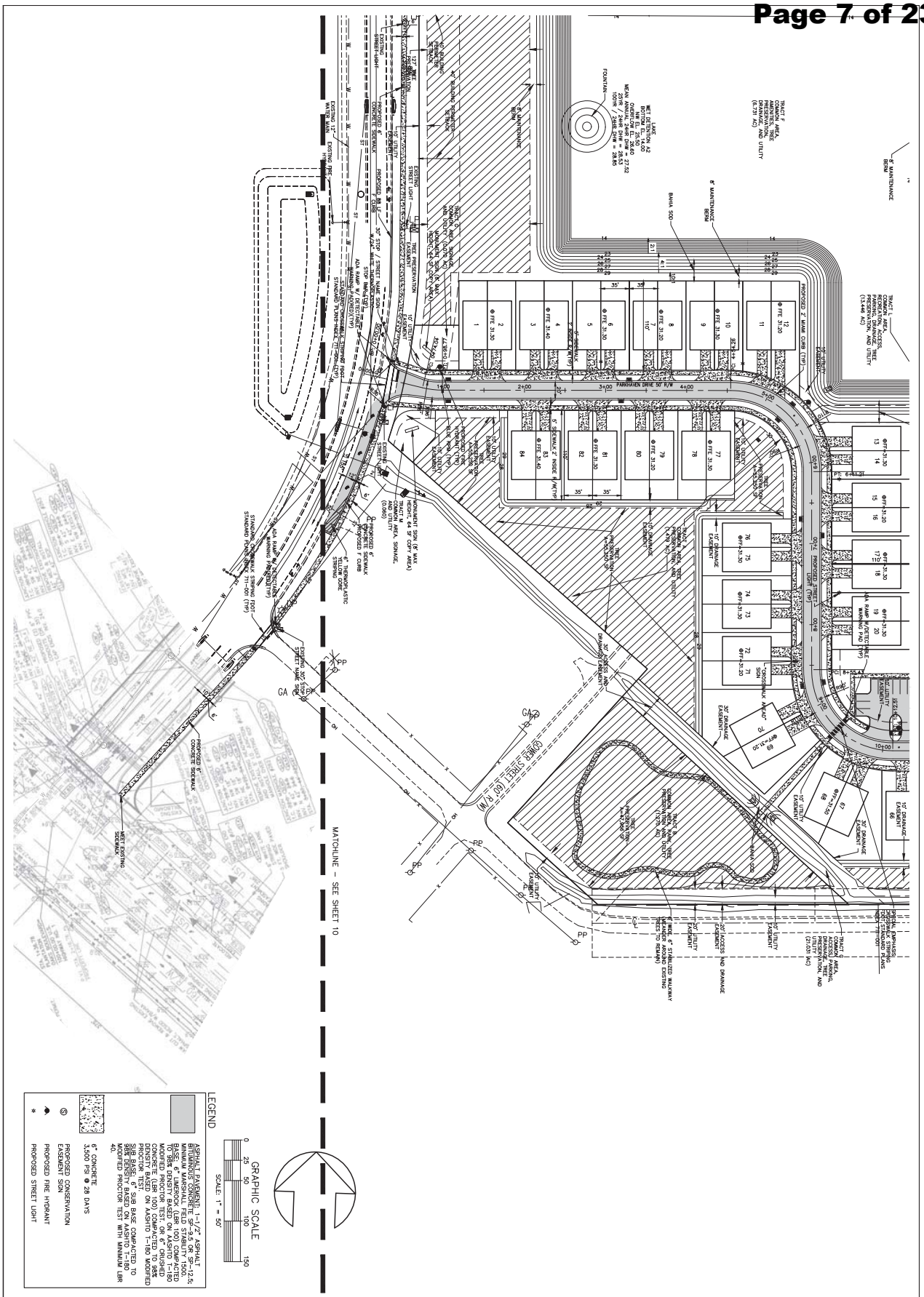
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Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70

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REVISIONS

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HORIZONTAL CONTROL PLAN

10A
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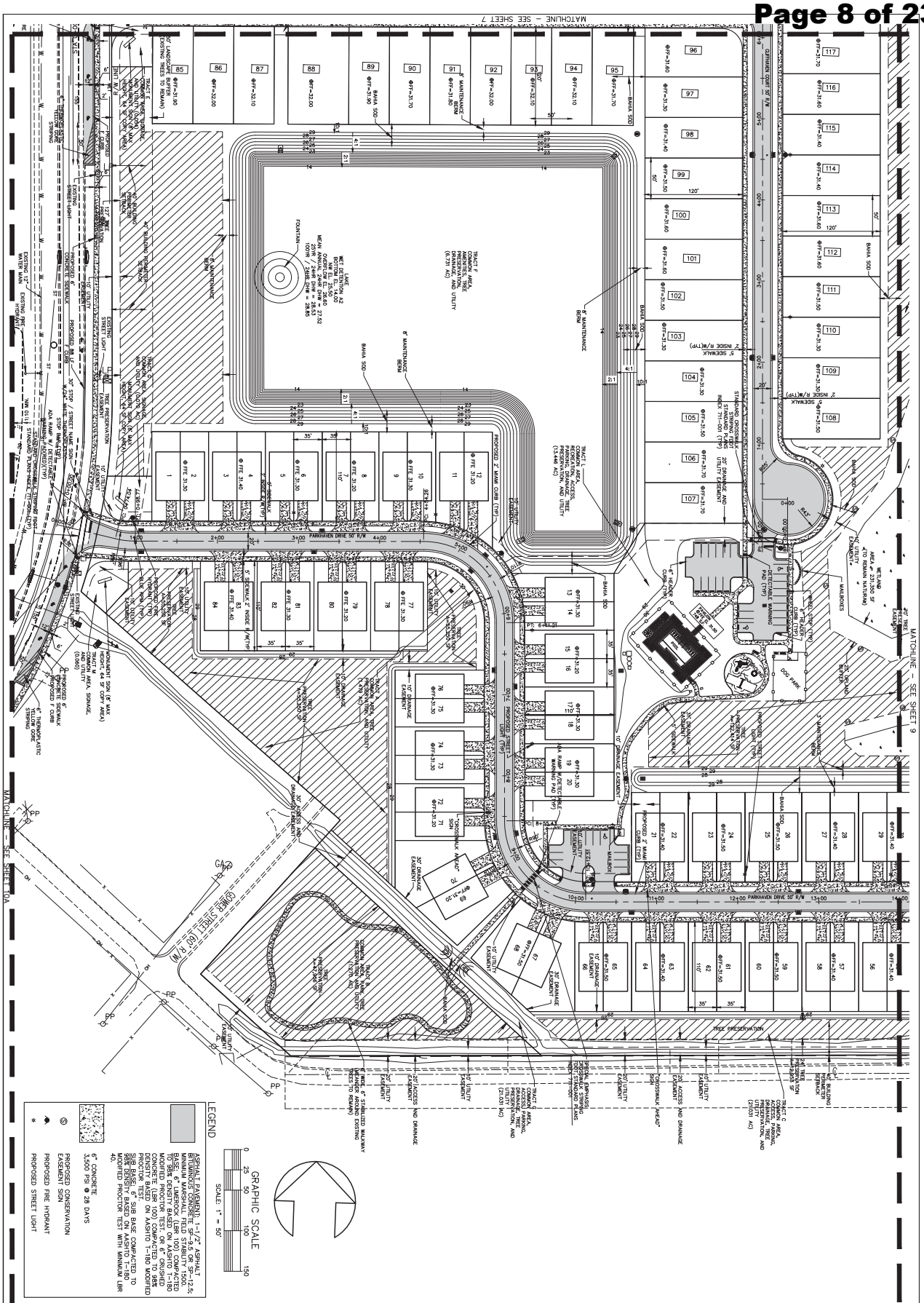
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Date: 2/20/2022
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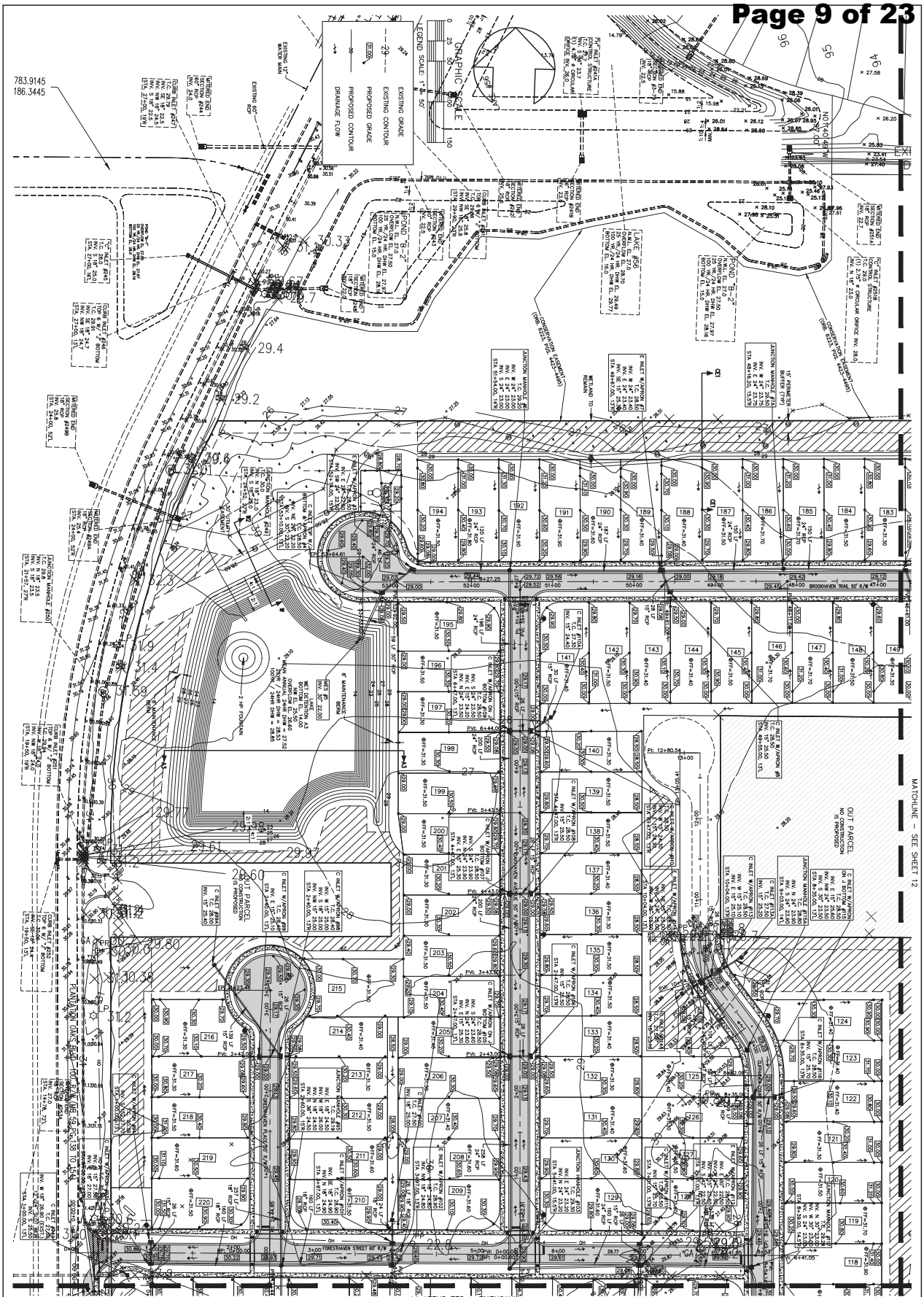
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REVISIONS

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MATCHLINE – SEE SHEET 7
MATCHLINE – SEE SHEET 9
MATCHLINE – SEE SHEET 10A
PARKHAVEN DRIVE 50' R/W
CLEMMAN COURT 50' R/W
DOG PARK
TRACT L RECREATION, ACCESS, PARKING, TREE PRESERVATION, AND UTILITY (13.446 AC)
TRACT K COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY (21.031 AC)
TRACT J COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITY (6.731 AC)
LAKE WET DETENTION #2 NORMAL POOL ELEV. = 25.50 100 YR. 3 DAY STORM = 27.52 MEAN ANNUAL 24HR. STM = 27.52 100YR / 24HR STM = 28.85
TRACT A COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITY (2.478 AC)
TRACT M COMMON AREA, SIGNAGE, AND UTILITY (0.060)
TRACT H COMMON AREA, TREE PRESERVATION, AND UTILITY (4.240 AC)
TRACT I COMMON AREA, TREE PRESERVATION, AND UTILITY (2.240 AC)
TRACT E COMMON AREA, AMENITIES, TREE PRESERVATION, AND UTILITY (0.604 AC)
TRACT F COMMON AREA, SIGNAGE, AND UTILITY (0.004 AC)
TRACT G COMMON AREA, SIGNAGE, AND UTILITY (0.004 AC)
TRACT B COMMON AREA, TREE PRESERVATION, AND UTILITY (1.276 AC)
TRACT C COMMON AREA, TREE PRESERVATION, AND UTILITY (2.240 AC)
TRACT D COMMON AREA, TREE PRESERVATION, AND UTILITY (1.276 AC)
WETLAND AREA = 31,350 SF (0.720 AC) MITIGATION
WETLAND BUFFER AREA = 31,350 SF (0.720 AC) MITIGATION
PROPOSED 2' MIAMI CURB (TYP)
PROPOSED 6' CONCRETE SIDEWALK
PROPOSED 5' SIDEWALK
PROPOSED 10' MULTI-USE PATH
PROPOSED 6' MAINTENANCE BERM
PROPOSED 8' MAINTENANCE BERM
PROPOSED 10' MAINTENANCE BERM
PROPOSED 6' CONCRETE SIDEWALK
PROPOSED 7' CURB
PROPOSED 6' CONCRETE SIDEWALK
PROPOSED 5' SIDEWALK
PROPOSED 10' MULTI-USE PATH
PROPOSED 6' MAINTENANCE BERM
PROPOSED 8' MAINTENANCE BERM
PROPOSED 10' MAINTENANCE BERM
PROPOSED 2' MIAMI CURB (TYP)



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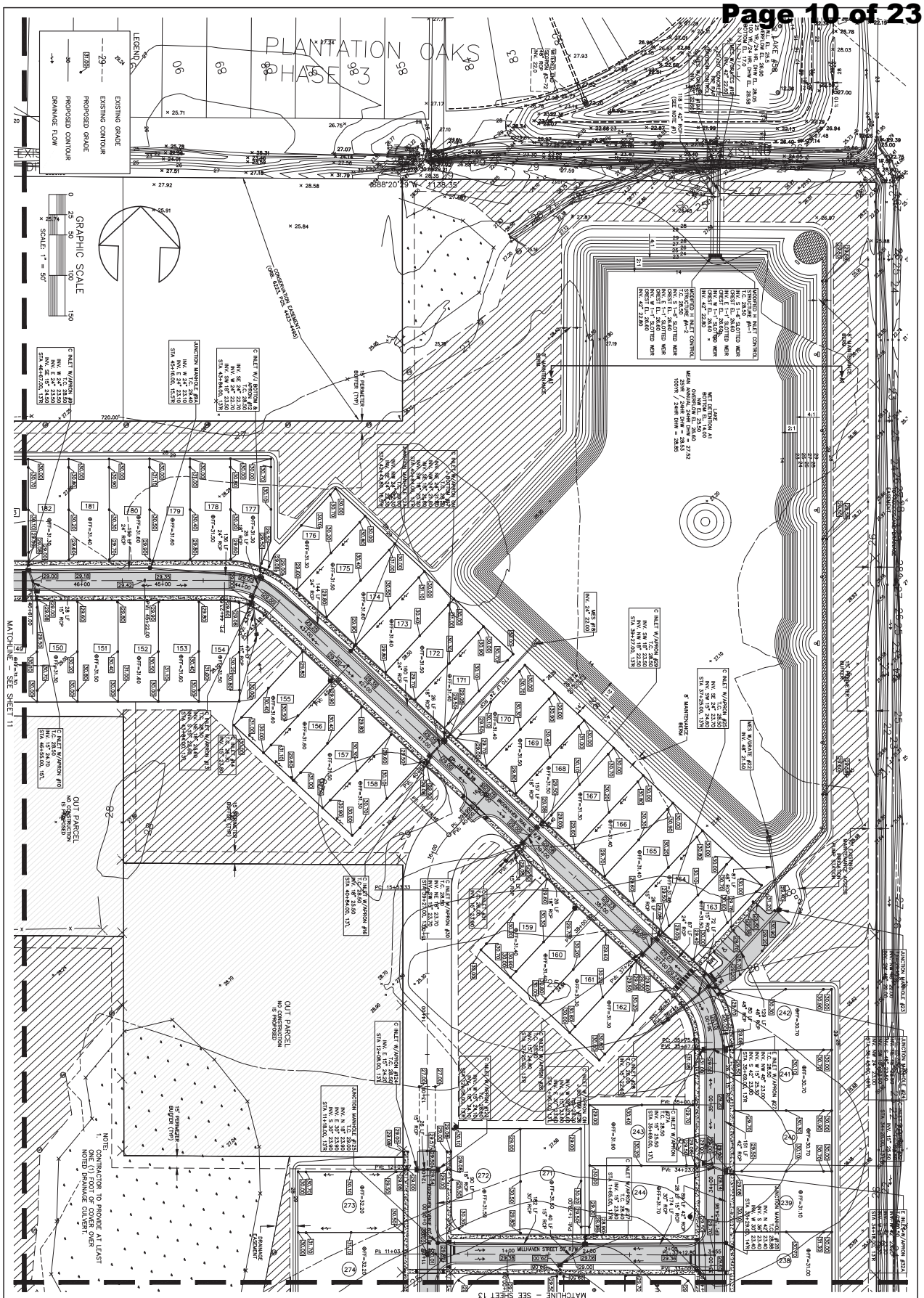
CIVIL PLAN

Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB
SHEET NO. 11

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CIVIL PLAN

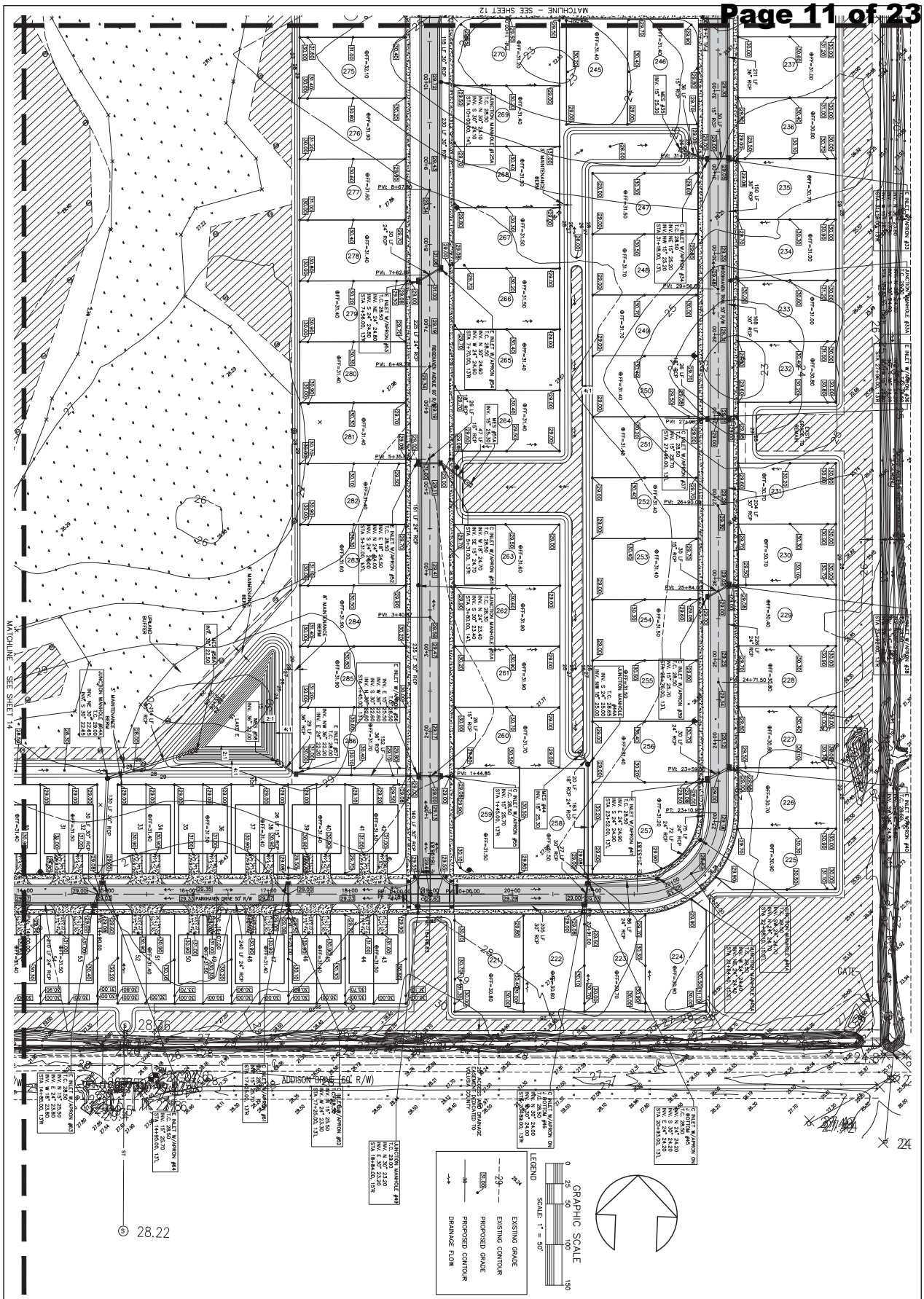
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SHEET NO.

Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB

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CIVIL PLAN

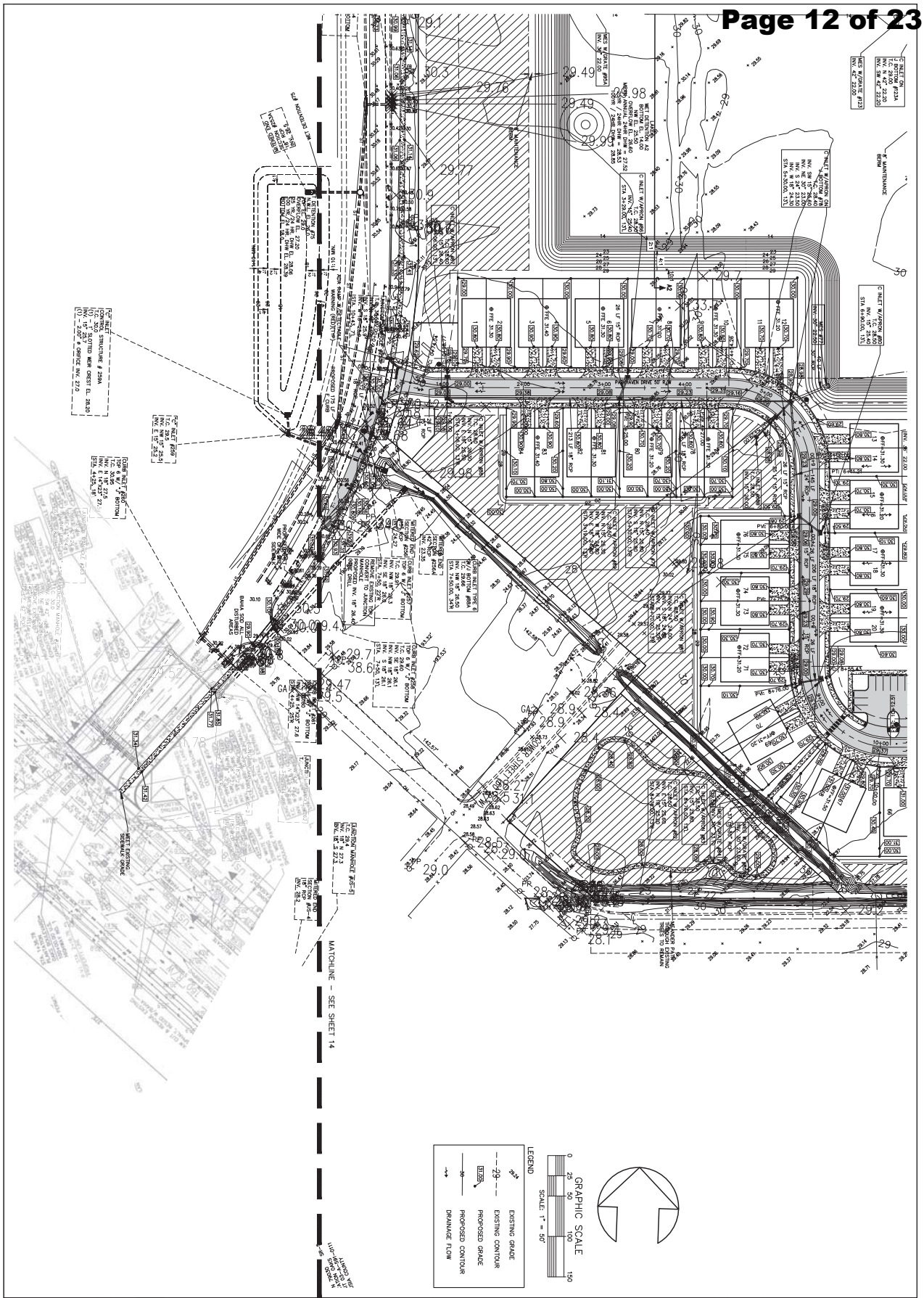
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Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB

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CIVIL PLAN

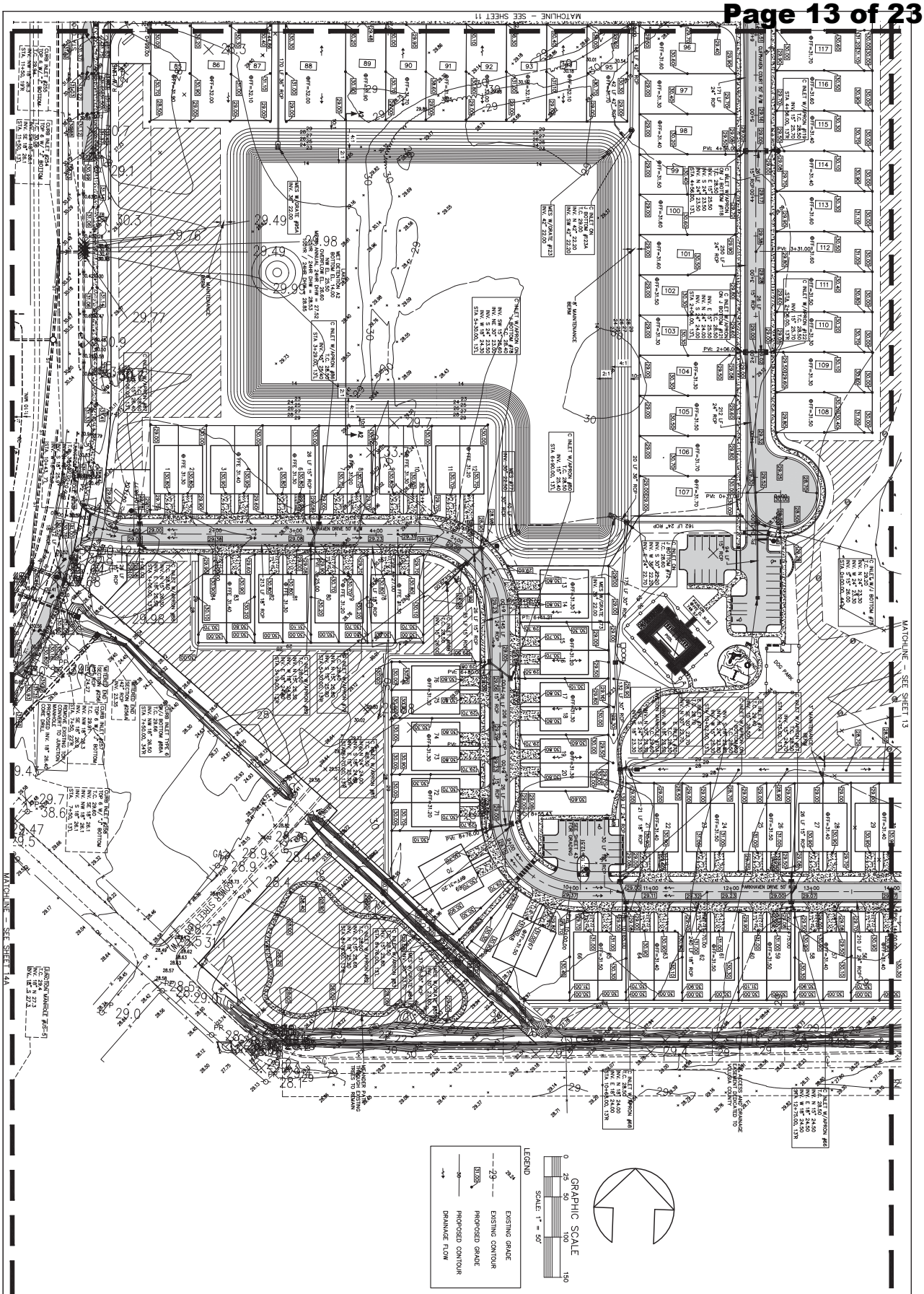
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Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70

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CIVIL PLAN

14
SHEET NO.

Job No: 21-70
Scale: 1" = 50'
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Drawn By: MRB

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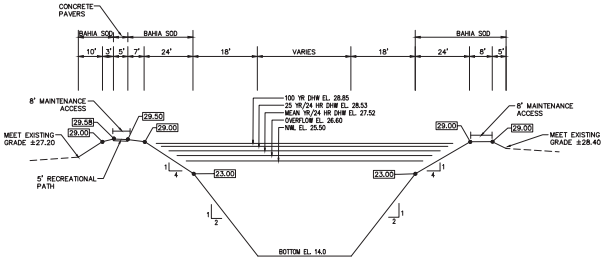
REVISIONS

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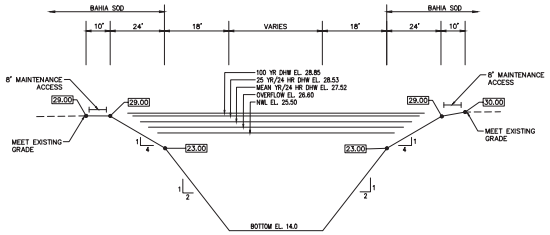


ENTRY SIGN DETAIL

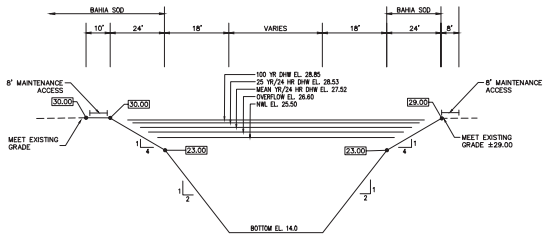
64 SF COPY AREA
ENTRY SIGN TO BE PERMITTED SEPARATELY



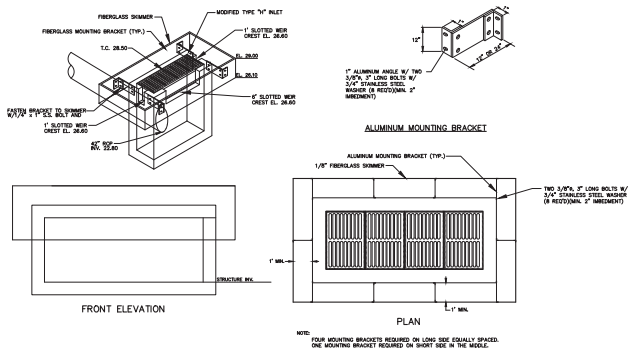
SECTION A1–A1



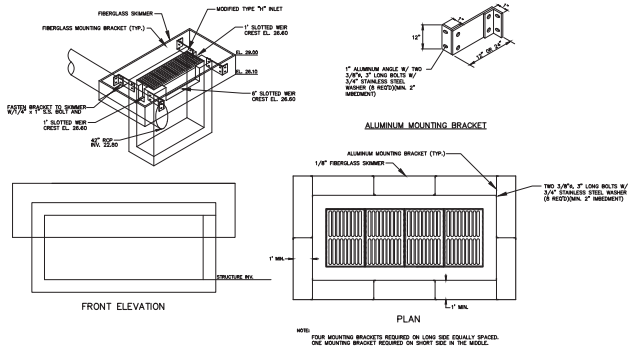
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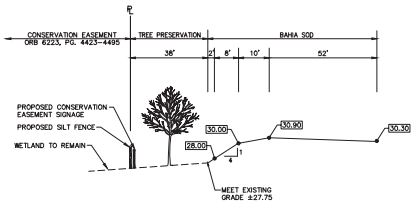
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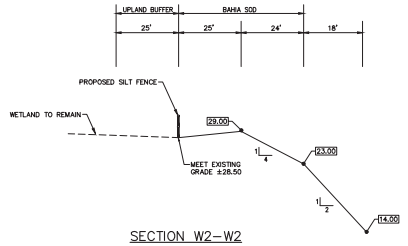
MODIFIED H INLET CONTROL STRUCTURE #A1



MODIFIED H INLET CONTROL STRUCTURE #A2



SECTION CE1–CE1



SECTION W2–W2

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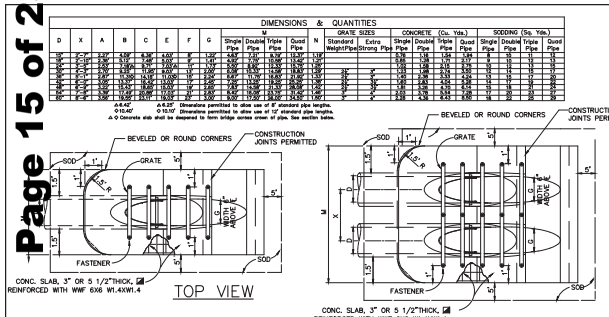
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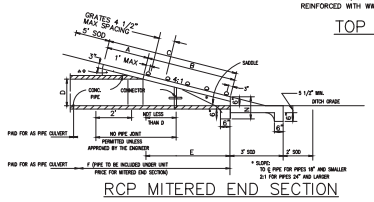
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ORMOND BEACH + FLORIDA

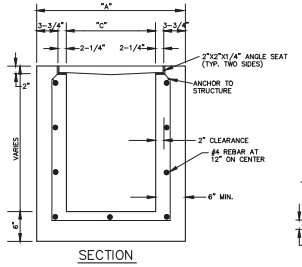
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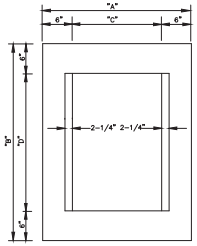
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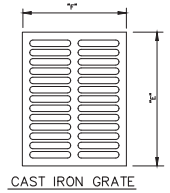
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Job No: 21-70







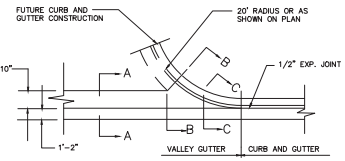


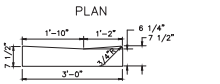


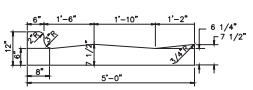


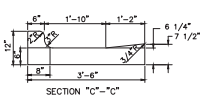
INLET TYPE	DIMENSIONS					
	A	B	C	D	E	F
"C"	3'-4"	4'-5"	2'-0"	3'-1"	3'-0"	2'-4"
"E"	4'-4"	5'-10"	3'-0"	4'-6"	4'-4"	3'-4"

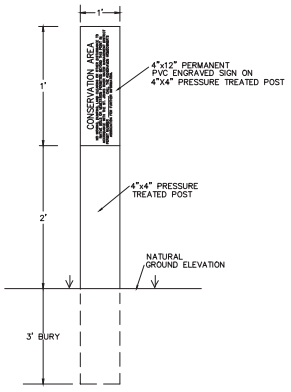
GENERAL NOTES:
1. ALL EXPOSED EDGES AND CORNERS TO BE CHAMFERED 3/4".
2. CAST IRON GRATES TO BE IN ACCORDANCE WITH FLORIDA D.O.T. SPECS.
3. TYPE "E" MODIFIED INLET IS A TYPE "C" TURNED 90° TO RECEIVE R.C.P.'S UP TO 48" DIA. INLETS RECEIVING R.C.P.'S LARGER THAN 48" DIA. SHALL BE IN ACCORDANCE WITH FLORIDA D.O.T. STANDARDS, AND SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.
4. INLET WALLS AND FOOTINGS MAY BE EITHER POURED-IN-PLACE 2500 LB. CONCRETE OR PRECAST CLASS "A" 3000 LB. CONCRETE OR STANDARD MANHOLE BRICK (NO BLOCK) WITH 1/2" PLASTER (NO LIME) W/ 8" PRECAST CAP.
5. GRATES FOR TYPE "E" AND "E" MOD. ARE TO BE CAST IN TWO SECTIONS.
6. STEEL REINFORCING SHALL BE DESIGNED BY A FLA. REG. P.E., AND BE DESIGNED FOR EACH SPECIFIC STRUCTURE.
7. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.

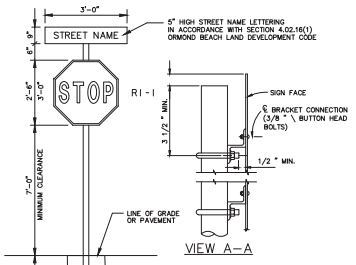


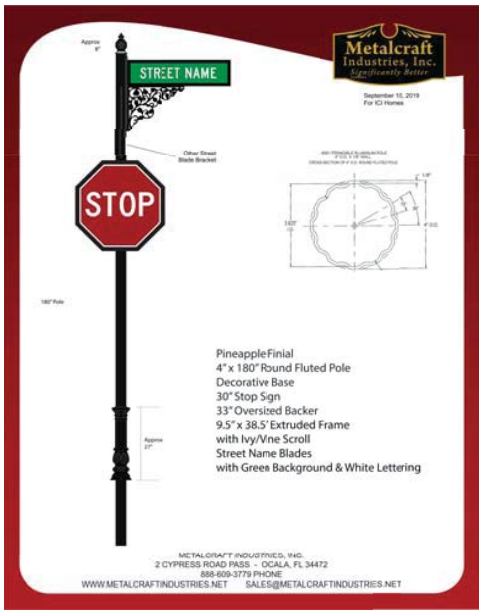


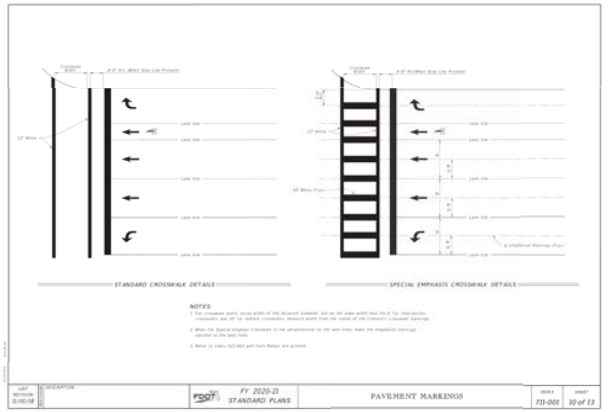












NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	10-11-22	REVISED	MRB

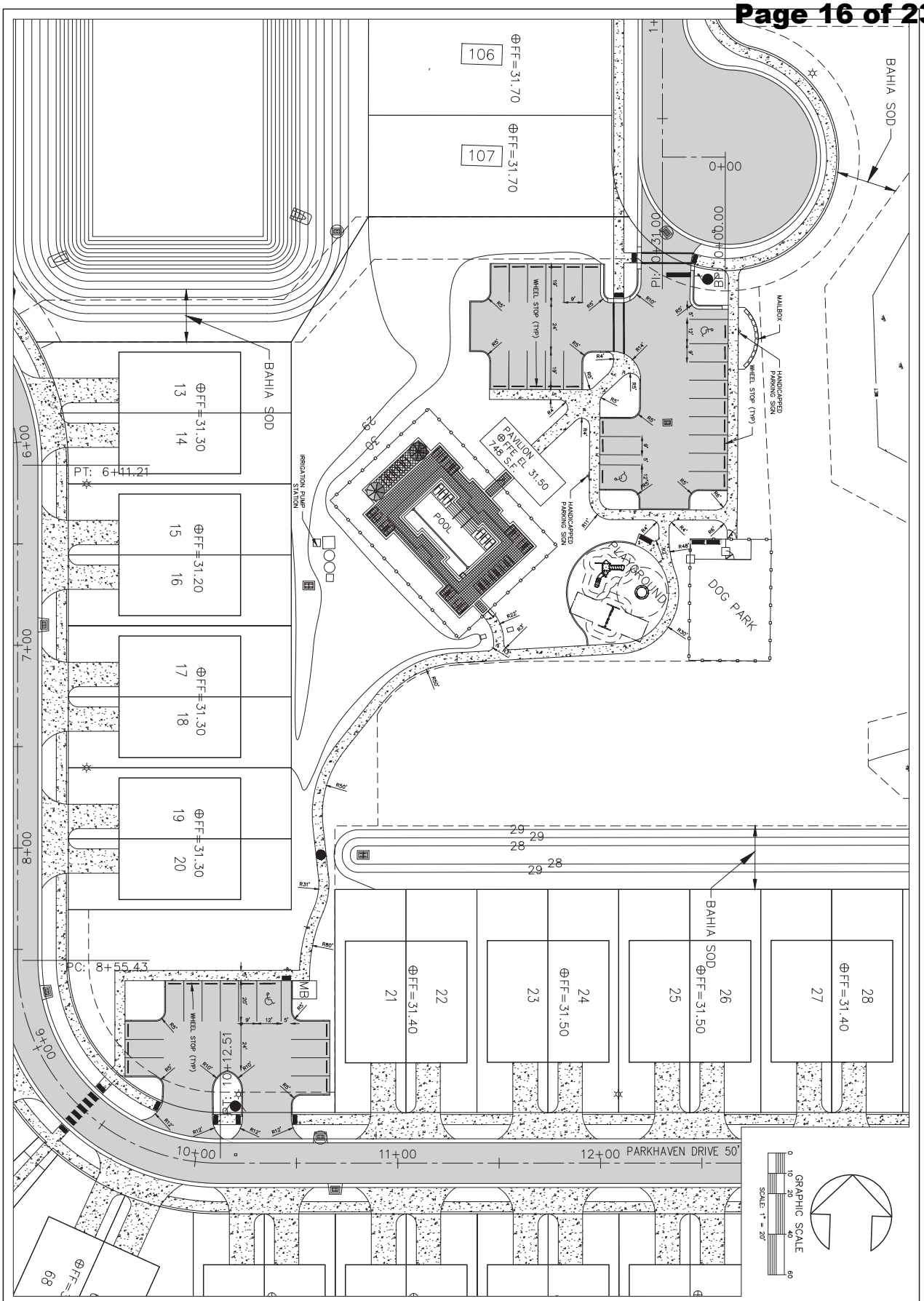
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS + LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE + HOLLY HILL, FLORIDA 32117
(386) 677-6808 FAX (386) 673-4221 www.pmynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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PAVING AND DRAINAGE DETAILS

33
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: NONE
Job No: 21-70



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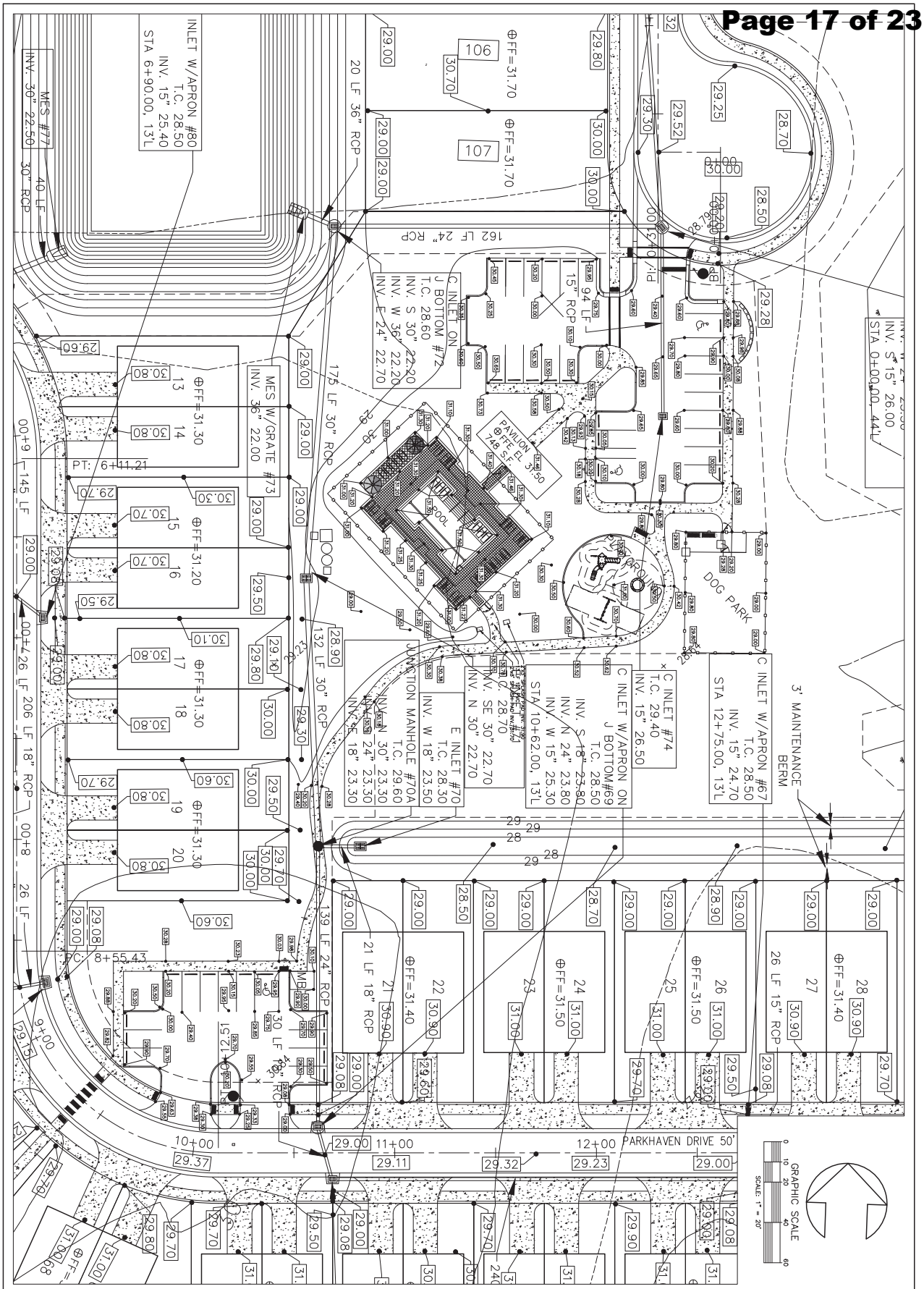
AMENITY – SITE PLAN

Job No: 21-70
Scale: 1" = 20'
Date: 2/20/2022
Drawn By: MRB
SHEET NO. 42

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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AMENITY – CIVIL PLAN

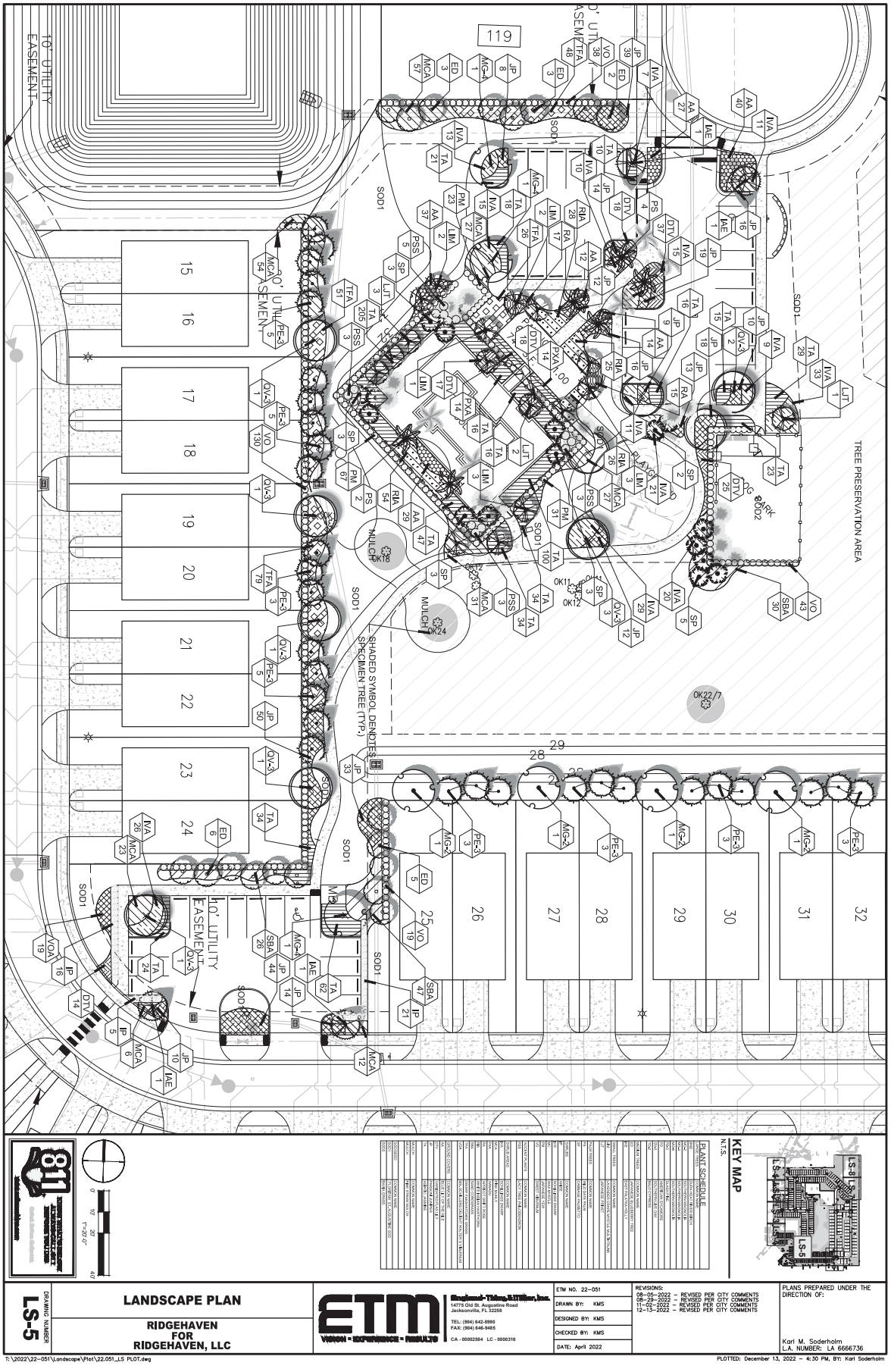
Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 20'
Job No: 21-70
SHEET NO. 43

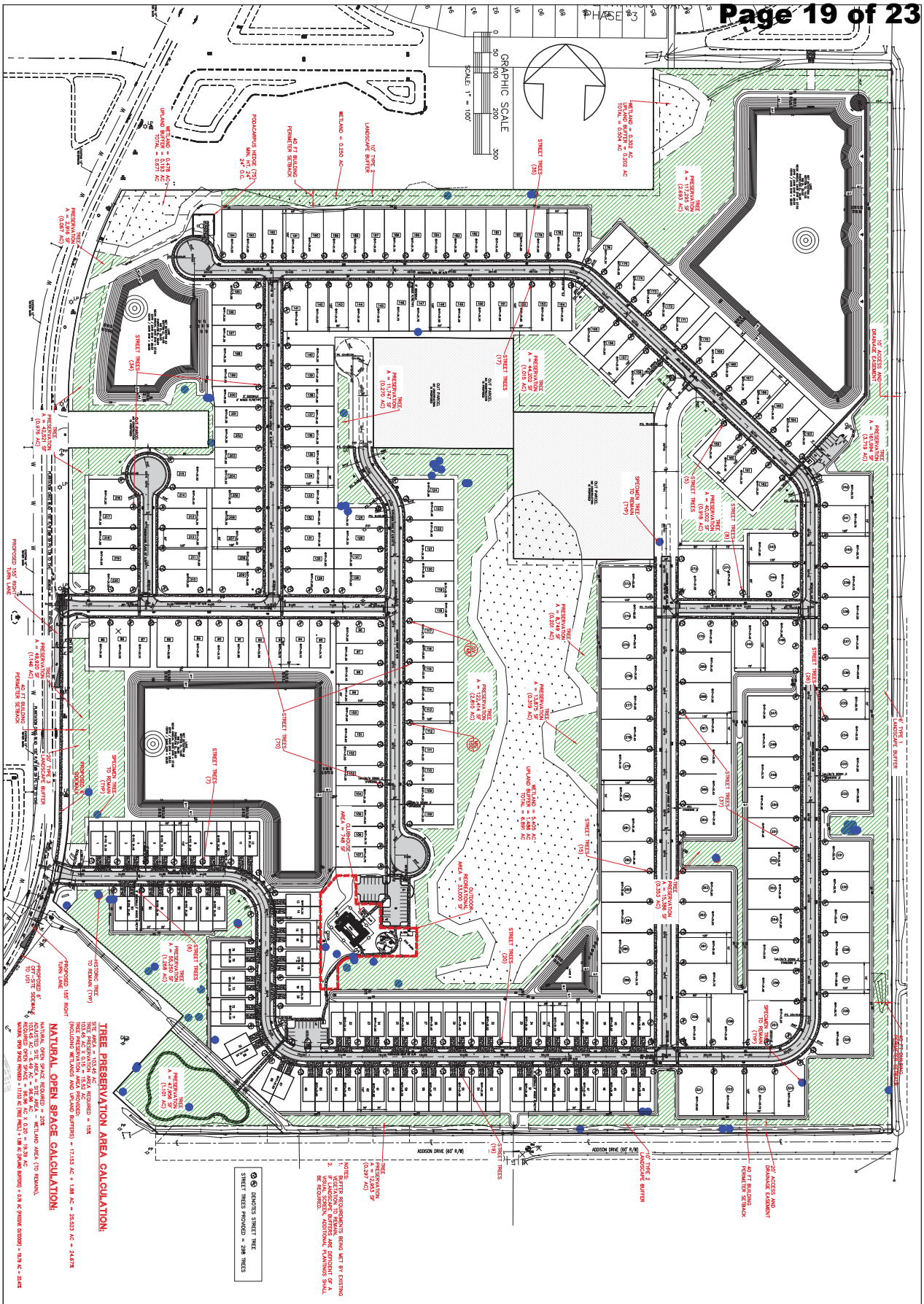
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
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3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

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119
16' UTILITY EASEMENT
30' UTILITY EASEMENT
10' UTILITY EASEMENT
TREE PRESERVATION AREA
SHADED SYMBOL DENOTES SPECIMEN TREE (TYP.)
SOD1
MULCH
OK18
OK12
OK11
OK24
OK22/7
OK2
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
KEY MAP
N.T.S.
LS-1
LS-2
LS-3
LS-4
LS-5
PLANT SCHEDULE
LANDSCAPE PLAN
RIDGEHAVEN
FOR
RIDGEHAVEN, LLC
DRAWING NUMBER
LS-5
England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 642-8990
FAX: (904) 646-9485
CA - 00002584 LC - 0000316
ETM NO. 22-051
DRAWN BY: KMS
DESIGNED BY: KMS
CHECKED BY: KMS
DATE: April 2022
REVISIONS:
08-05-2022 - 1 - REVISED PER CITY COMMENTS
08-29-2022 - 1 - REVISED PER CITY COMMENTS
11-02-2022 - 1 - REVISED PER CITY COMMENTS
12-13-2022 - 1 - REVISED PER CITY COMMENTS
PLANS PREPARED UNDER THE DIRECTION OF:
Karl M. Soderholm
L.A. NUMBER: LA 6666736
T:\2022\22-051\Landscape\Plot\22.051_LS PLOT.dwg
PLOTTED: December 13, 2022 - 4:30 PM, BY: Karl Soderholm



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TREE PRESERVATION & COMMON AREA EXHIBIT

T-1
SHEET NO.

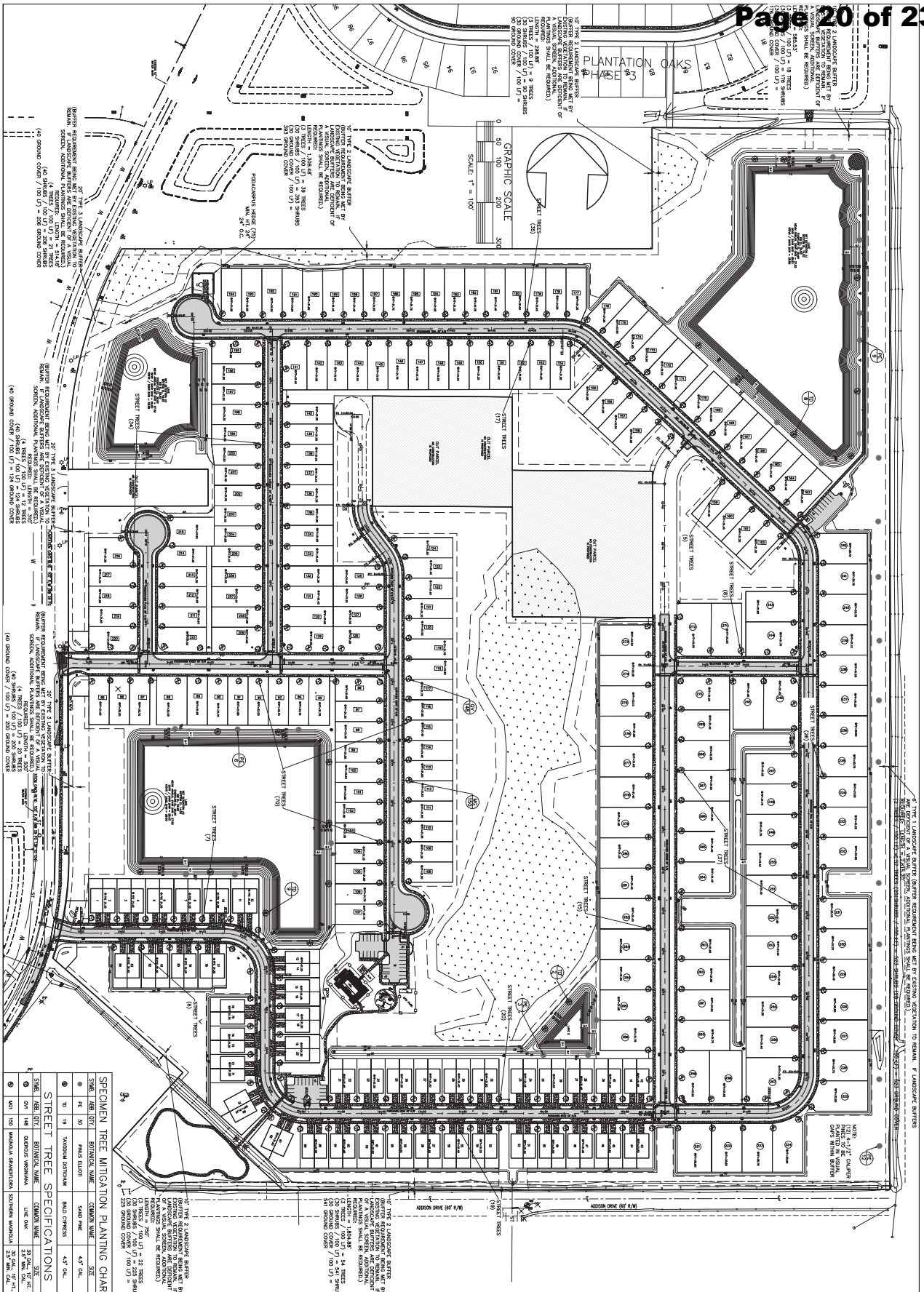
Job No: 21-70
Scale: 1" = 100'
Date: 2/20/2022
Drawn By: MRB

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

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SPECIMEN TREE MITIGATION PLANTING CHART

SYMB.	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
⊕	PE	30	PINUS ELLIOTI	SAND PINE	4.5" CAL.
⊕	TD	19	TAXODIUM DISTICHUM	BALD CYPRESS	4.5" CAL.

STREET TREE SPECIFICATIONS

SYMB.	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
⊕	QVI	148	QUERCUS VIRGINIANA	LIVE OAK	2.5" MIN. CAL. 14'-16' HT.
⊕	MGS	150	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	30 GAL., 10' HT., 2.5" MIN. CAL.

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SPECIMEN TREE REPLACEMENT/STREET TREE PLANTING PLAN

Date: 2/20/2022
Scale: 1" = 100'
Drawn By: MRB
Job No: 21-70

1-1
SHEET NO.

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-214 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATON NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 21, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

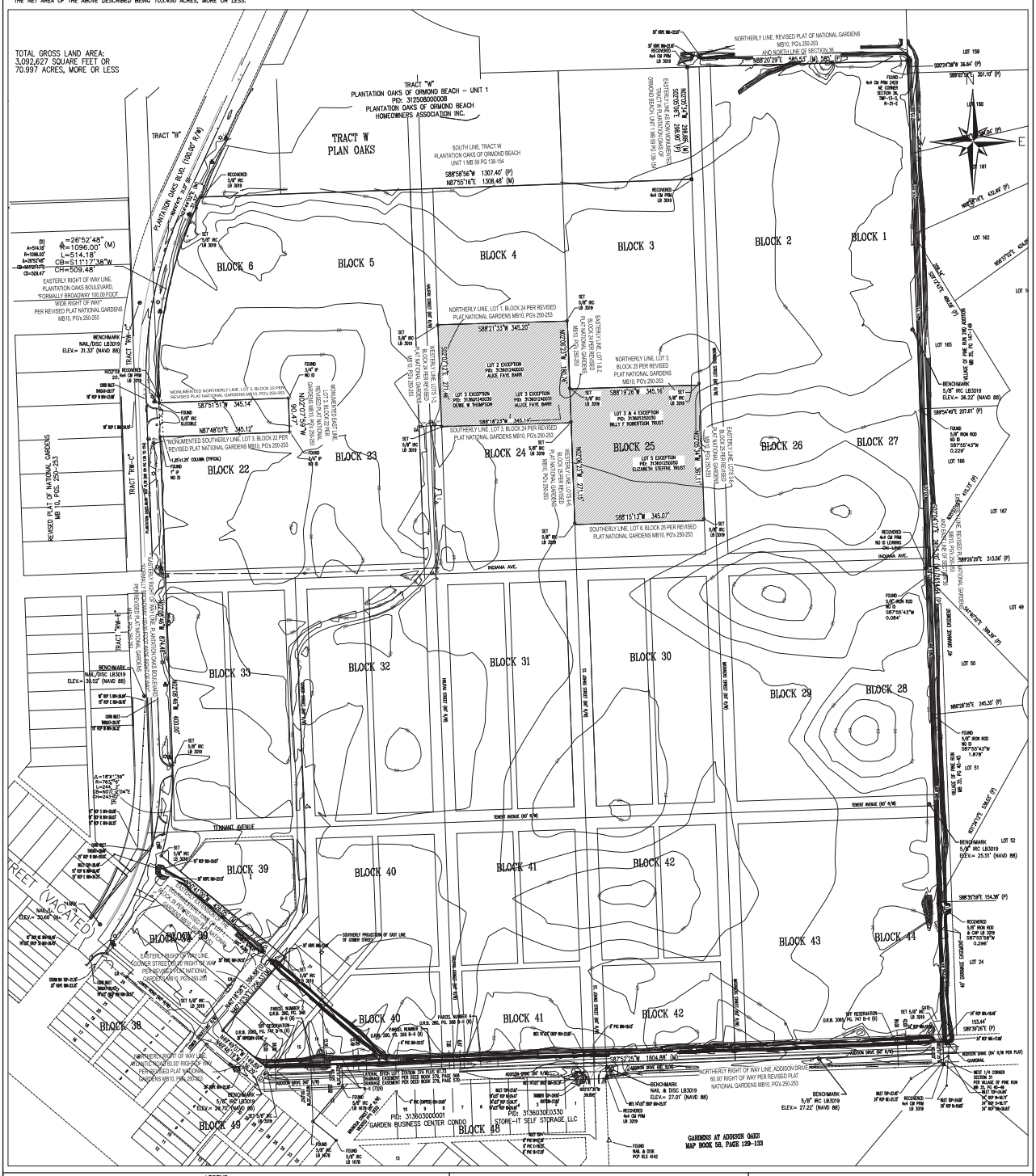
BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE; 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1804.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°49'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 149.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 426.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; SAID NON TANGENT CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 763.96 FEET, A CENTRAL ANGLE OF 18° 21'39" AND A CHORD BEARING OF N07°02'04"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 244.82 FEET TO THE POINT OF TANGENCY; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 874.48 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO A BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY; THENCE N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED ON MAP BOOK 59, PAGES 138–154; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

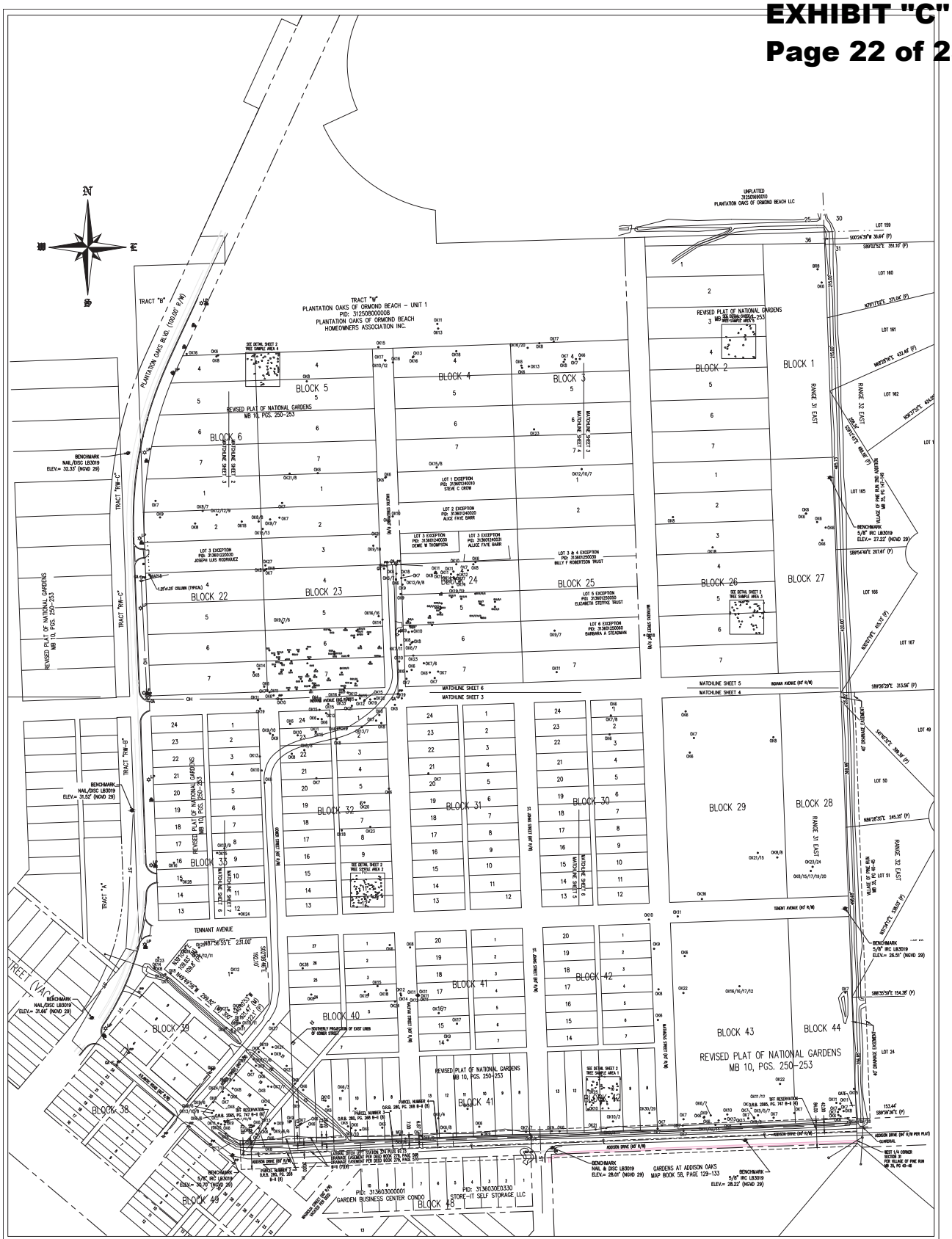
LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE S88°19'26"E, 345.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S02°05'34"E, 361.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 25; THENCE S88°15'13"W, 345.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N02°06'23"W, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 25, BEING THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 24; THENCE S88°18'23"W, 345.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N02°07'12"W, 271.46 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.

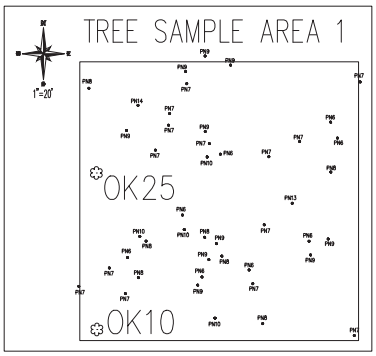
SURVEYORS NOTES

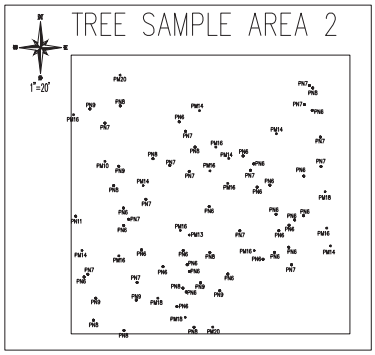
1. NOTICE: THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT #1074422; ISSUING OFFICE #2855-17 DATED FEBRUARY 10, 2021 AT 11:00 PM.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF SECTION 36 BEING S02°04'46E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER NGS MONUMENT DESIGNATION X-226 HAVING A PUBLISHED ELEVATION OF 29.48' NAVD 88. (NAVD 30.573 FEET)
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0203K. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"=500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. THE PORTION OF PENNSYLVANIA AVENUE SHOWN HEREON AS VACATED (PER ORB 5498, PAGE 1745)(VOLUSIA COUNTY RESOLUTION 2005-15) HAS BEEN INCLUDED IN THIS BOUNDARY SURVEY ALTHOUGH IT WAS NOT INCLUDED IN THE DESCRIPTION PROVIDED BY THE TITLE COMPANY IN THE COMMITMENT SHOWN IN NOTE #1 ABOVE.
10. THE VERTICAL RELIEF SHOWN HEREON IS BASED ON A GROUND SURVEY PERFORMED BY SLIGER & ASSOCIATES, INC.

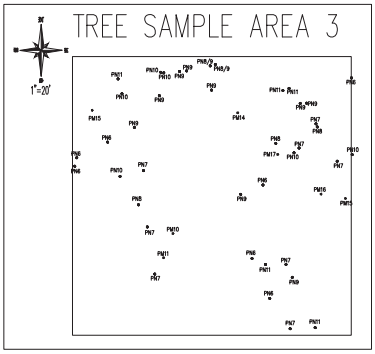

TOTAL GROSS LAND AREA:
3,092,627 SQUARE FEET OR
70.997 ACRES, MORE OR LESS
TRACT W
PLAN OAKS
TRACT "W"
PLANTATION OAKS OF ORMOND BEACH – UNIT 1
PID: 3135080000008
PLANTATION OAKS OF ORMOND BEACH
HOMEOWNERS ASSOCIATION INC.
TRACT "B"
PLANTATION OAKS BLVD. (100.00' R/W)
TRACT "A-1"
TRACT "A-2"
TRACT "B-1"
TRACT "B-2"
TRACT "C-1"
TRACT "C-2"
TRACT "D-1"
TRACT "D-2"
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 22
BLOCK 23
BLOCK 24
BLOCK 25
BLOCK 26
BLOCK 27
BLOCK 28
BLOCK 29
BLOCK 30
BLOCK 31
BLOCK 32
BLOCK 33
BLOCK 38
BLOCK 39
BLOCK 40
BLOCK 41
BLOCK 42
BLOCK 43
BLOCK 44
BLOCK 48
BLOCK 49
REVISED PLAT OF NATIONAL GARDENS MB 10, PGS. 250–253
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS MB10, PGS 250-253 AND NORTH LINE OF SECTION 36
S88°20'29"E 585.53' (M) 585.(P)
S88°58'56"W 1307.40' (P)
N87°55'16"E 1308.48' (M)
SOUTH LINE, TRACT W PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
EASTERLY LINE AS MONUMENTED PER PLAT OF PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
S02°05'34"E 298.90' (M)
S02°04'46"E 2615.20' (M)
S02°04'17"E 2615.20' (P)
N02°08'46"W 874.48' (M)
N02°07'59"W 90.47' (M)
N87°48'07"E 345.12' (M)
N87°48'07"E 345.12'
S87°51'51"W 345.14'
S88°21'33"W 345.20'
S88°19'26"W 345.16'
S88°18'23"W 345.14'
S88°15'13"W 345.07'
N02°06'23"W 271.15'
N02°07'12"W 271.46'
N02°06'23"W 180.76'
S02°06'23"E 180.76'
S02°05'34"E 361.11'
N02°05'34"W 298.88'
N02°08'46"W 20.19'
N24°44'02"E 31.37'
N02°08'46"W 514.18'
N02°08'46"W 244.82'
N02°08'46"W 874.48'
N02°07'59"W 90.47'
N87°48'07"E 345.12'
N87°48'07"E 345.14'
N87°55'16"E 1308.48'
N87°55'16"E 1308.48'
S87°52'25"W 1804.88' (M)
S87°52'25"W 1804.88' (P)
S87°49'07"E 149.89'
S87°51'51"W 345.14'
S87°48'07"W 345.12'
S87°55'43"W 0.09'
S87°55'43"W 1.97'
S87°55'43"W 0.09'
S87°55'43"W 0.09'
S87°55'43"W 0.09

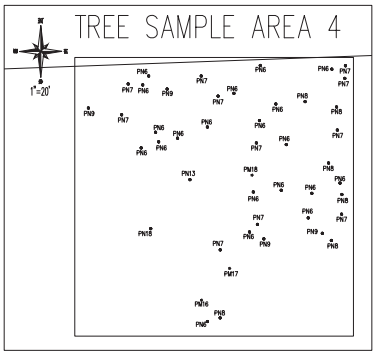

TRACT "W"
PLANTATION OAKS OF ORMOND BEACH – UNIT 1
PID: 312508000008
PLANTATION OAKS OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.
UNPLATTED
PLANTATION OAKS OF ORMOND BEACH LLC
TRACT "B"
PLANTATION OAKS BLVD. (100.00' R/W)
TRACT "RW-C"
TRACT "RW-B"
TRACT "A"
TRACT (VAC)
REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 22
BLOCK 23
BLOCK 24
BLOCK 25
BLOCK 26
BLOCK 27
BLOCK 28
BLOCK 29
BLOCK 30
BLOCK 31
BLOCK 32
BLOCK 33
BLOCK 34
BLOCK 35
BLOCK 36
BLOCK 37
BLOCK 38
BLOCK 39
BLOCK 40
BLOCK 41
BLOCK 42
BLOCK 43
BLOCK 44
BLOCK 45
BLOCK 46
BLOCK 47
BLOCK 48
BLOCK 49
RANGE 31 EAST
RANGE 32 EAST
TENNANT AVENUE
ROANN AVENUE (60' R/W)
TEMENT AVENUE (60' R/W)
ADDISON DRIVE (60' R/W)
MATCHLINE SHEET 3
MATCHLINE SHEET 4
MATCHLINE SHEET 5
MATCHLINE SHEET 6
MATCHLINE SHEET 7
BENCHMARK
NAIL/DISC LB3019
ELEV.= 32.33' (NGVD 29)
BENCHMARK
NAIL/DISC LB3019
ELEV.= 31.52' (NGVD 29)
BENCHMARK
NAIL/DISC LB3019
ELEV.= 31.66' (NGVD 29)
BENCHMARK
5/8" IRC LB3019
ELEV.= 27.22' (NGVD 29)
BENCHMARK
5/8" IRC LB3019
ELEV.= 26.51' (NGVD 29)
BENCHMARK
NAIL & DISC LB3019
ELEV.= 28.01' (NGVD 29)
BENCHMARK
5/8" IRC LB3019
ELEV.= 28.22' (NGVD 29)
BENCHMARK
5/8" IRC LB3019
ELEV.= 30.70' (NGVD 29)
GARDENS AT ADDISON OAKS
MAP BOOK 58, PAGE 129-133
GARDEN BUSINESS CENTER CONDO
PID: 313603000001
STORE-IT SELF STORAGE LLC
PID: 313603E00330
LOT 1 EXCEPTION
PID: 313601240010
STEVE C CROW
LOT 2 EXCEPTION
PID: 313601240020
ALICE FAYE BARR
LOT 3 EXCEPTION
PID: 313601240030
DENIE W THOMPSON
LOT 3 EXCEPTION
PID: 313601240031
ALICE FAYE BARR
LOT 3 EXCEPTION
PID: 313601220030
JOSEPH LUIS RODRIGUEZ
LOT 3 & 4 EXCEPTION
PID: 313601250030
BILLY F ROBERTSON TRUST
LOT 5 EXCEPTION
PID: 313601250050
ELIZABETH STEFFKE TRUST
LOT 6 EXCEPTION
PID: 313601250060
BARBARA A STEADMAN
SEE DETAIL SHEET 2
TREE SAMPLE AREA 1
SEE DETAIL SHEET 2
TREE SAMPLE AREA 2
SEE DETAIL SHEET 2
TREE SAMPLE AREA 3
SEE DETAIL SHEET 2
TREE SAMPLE AREA 4
LOT 159
LOT 160
LOT 161
LOT 162
LOT 165
LOT 166
LOT 167
LOT 49
LOT 50
LOT 24
S00°24'39"W 30.64' (P)
S89°52'52"E 351.10' (P)
N00°17'05"E 321.05' (P)
N89°38'39"E 433.49' (P)
N00°37'07"E 434.95'
S89°54'48"E 207.41' (P)
S89°26'29"E 313.56' (P)
N00°36'22"E 394.28' (P)
N89°38'35"E 245.35' (P)
S87°47'21"E 598.05' (P)
S89°25'59"E 154.38' (P)
153.44'
S89°38'26"E (P)
S87°56'55"E 231.00'
N89°38'35"E 299.92' (M)
N89°38'35"E 299.92' (P)
S00°21'25"E 100.00' (M)
S00°21'25"E 100.00' (P)

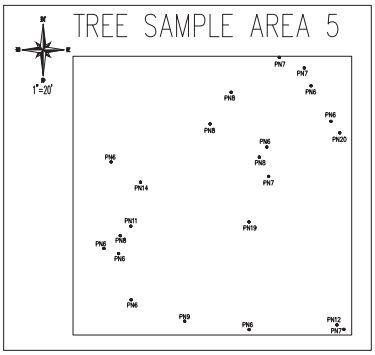
SEE SHEET 8 OF 9 FOR LOCATION OF DETAIL BLOCKS











SURVEYORS NOTES

1. NOTICE: THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT #1016422; ISSUING OFFICE #3714601, FILE #2832-17 DATED FEBRUARY 10, 2021 AT 11:00 PM..
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF SECTION 36 BEING S02°04'46E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER NGS MONUMENT DESIGNATION X-226 HAVING A PUBLISHED ELEVATION OF 30.573 FEET (29.48' NAVD 88).
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0203K. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"=500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. THE PORTION OF PENNSYLVANIA AVENUE SHOWN HEREON AS VACATED (PER ORB 5498, PAGE 1745)(VOLUSIA COUNTY RESOLUTION 2005-15) HAS BEEN INCLUDED IN THIS BOUNDARY SURVEY ALTHOUGH IT WAS NOT INCLUDED IN THE DESCRIPTION PROVIDED BY THE TITLE COMPANY IN THE COMMITMENT SHOWN IN NOTE #1 ABOVE.
10. LOT 7, BLOCK 4 IS NOT MENTIONED IN TITLE COMMITMENT DESCRIPTION. PER THE VOLUSIA COUNTY TAX ASSESSOR, THE TITLE IS VESTED IN SNILLOC FAMILY LP NUMBER ONE AS A PORTION OF PARCEL 2 (TAX ID #3136010101011 - LOTS 4 TO 7 INCLUSIVE, BLOCK 4) AND HAS BEEN INCLUDED IN THIS SURVEY PER CLIENT DIRECTION.
11. THE VERTICAL RELIEF SHOWN HEREON IS BASED ON A GROUND SURVEY PERFORMED BY SLIGER & ASSOCIATES, INC.

ALTA/NSPS LAND TITLE SURVEY
LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 24, T-16-S, R-31-E, VOLUSIA COUNTY, FLORIDA

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

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ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FC—	BURIED FIBER OPTIC CABLE	MES	MITERED END SECTION
TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX	R	RADIUS	SEC	SECTION	—T—	BURIED TELEPHONE LINE	RCP	REINFORCED CONCRETE PIPE
TOE	TOE OF SLOPE	FH	FIRE HYDRANT	L	ARC LENGTH	TWP	TOWNSHIP	—W—	BURIED WATER LINE	CMP	CORRUGATED METAL PIPE
CLS	CENTERLINE OF SWALE	WM	WATER METER	CB	CHORD BEARING	RGE	RANGE	—E—	BURIED ELECTRIC LINE	MH	MANHOLE
CLD	CENTERLINE OF DITCH	LP	LIGHT POLE	CH	CHORD DISTANCE	R/W	RIGHT OF WAY	—G—	BURIED GAS LINE	MB	MAP BOOK
CO	CLEANOUT	PP	POWER POLE/UTILITY POLE	FP&L CO	FLORIDA POWER & LIGHT COMPANY	CONC	CONCRETE	—TV—	BURIED TELEVISION LINE	BK	BOOK
SAN	SANITARY	GA	GUY ANCHOR	EL	ELEVATION	—FM—	BURIED FORCE MAIN	OR	OFFICIAL RECORDS BOOK		
ES	ELECTRIC SERVICE	GPP	CONCRETE POWER POLE	NGVD	NATIONAL GEODETIC VERTICAL DATUM	(NR)	NON RADIAL	—•—	AERIAL UTILITY LINE	PG	PAGE
RCP	REINFORCED CONCRETE PIPE	WPP	WOOD POWER POLE	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(R)	RADIAL			ID	IDENTIFICATION
VCP	VITREOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE			(P)	PLAT			(TYP)	TYPICAL
INV	INVERT	CONC	CONCRETE	℄	CENTERLINE	(M)	MEASURED			MH	MANHOLE
										(DESC)	DESCRIPTION

FOR: RIDGE DEVELOPMENT GROUP

SCALE: 1"=20' FIELD BOOK: 899 PAGE(S): 27-34 SHEET 9 OF 9

TYPE OF SURVEY	DATE OF SURVEY	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE :	--	--	--	--	--
BOUNDARY SURVEY :	X/XX/2011	11-XXXX	J. MOLLER	D HITCHCOCK	J ZAPERT
TOPOGRAPHIC SURVEY :	--	--	--	--	--
FOUNDATION SURVEY :	--	--	--	--	--
FINAL SURVEY :	--	--	--	--	--
RECERTIFICATION SURVEY :	--	--	--	--	--

LEGEND

ES	ELECTRIC SERVICE	TSB	TRAFFIC SIGNAL BOX
MB	MAIL BOX	CO	CLEAN OUT
	SIGN		CONCRETE MONUMENT
	TREE		PERMANENT REFERENCE MONUMENT
FH	FIRE HYDRANT		PERMANENT CONTROL POINT
WM	WATER METER	(R)	RADIAL LINE
	GUY ANCHOR	(NR)	NON-RADIAL LINE
	UTILITY POLE	WV	WATER VALVE
	IRON ROD WITH CAP		EXISTING ELEVATION
	IRON PIPE	TV	CABLE TELEVISION BOX
TB	TELEPHONE BOX		

ZVAddison Townhouses - John Collins\SURVEY\11-15-21\15052_ALTA.dwg, 8/15/2022 10:34:10 AM, DWG To PDF.pc3

Special Conditions – RidgeHaven

Plan sheets are included in Exhibit "C" and shall be complied with at all times. Specific conditions include:

1. ***Use.*** Single-Family Residential and Duplex units and accessory uses.
2. ***Project information***. The total project size is 103.45 acres. The development of consists of 286 lots. Any subdivision phasing may be reviewed and approved of the Site Plan Review Committee as a minor amendment. The project's gross density is 2.76 units per acre.
3. ***Residential types.*** The subdivision features three residential types: (a) duplex lots – 84 lots with a 35-foot lot frontage along the boundary of Addison Drive. These are allocated on the former B-8, Commercial land area that has a land use of "Medium Density Residential", (b) 50-foot lots – 136 lots that are located in the interior of the subdivision, and (c) 75 foot lots - 66 lots that are located at the rear of the subdivision, abutting the 35' natural area that abuts the Village of Pine Run.
4. ***Dimensional standards.***

1. SINGLE FAMILY (50'x110' MIN)

MINIMUM LOT SIZE = 5,500 SF
TOTAL NUMBER OF 50'x110' MIN LOTS = 136
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....10'
SIDE.....5'
REAR.....20'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

2. SINGLE FAMILY (75'x120' MIN)

MINIMUM LOT SIZE = 9,000 SF
TOTAL NUMBER OF 75'x120' MIN LOTS = 66
MINIMUM FLOOR AREA = 1,500 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....7.5'
REAR.....20'
REAR (LOTS 233–254).....10'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....7.5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

3. DUPLEX (35'x110' MIN)

MINIMUM LOT SIZE = 3,850 SF
TOTAL NUMBER OF 35'x110' MIN LOTS = 84
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....5'(0' COMMON WALL)
REAR.....10'
WATERFRONT.....10'

5. ***Planned Residential Development waivers.***

A. Section 2-35(h)(3)(a) of the Land Development Code allows additional outdoor recreational areas to be provided in lieu of indoor recreation area. The project is

required to provide 26,820 square feet of outdoor recreational area. The project proposes (1) a 33,000 square foot outdoor recreation area to include a pool, dog park, playground and activity fields, (2) a 50,921 square foot walking trial at the southeast corner of the property, and (3) 8,500 square feet walking trail along a lake and natural buffer at the northeast corner of the property. These outdoor recreational areas exceeds the Land Development Code requirements and is hereby accepted.

B. The city's standard stormwater detail number 5 provides an allowed stormwater depth of 8 to 12 feet. The applicant is requesting a pond depth of 15+ feet. The additional stormwater pond depth is hereby accepted.

C. Section 2-35(d)(3) of the Land Development Code requires a 40-foot perimeter buffer building setback. The subject property has existing outparcels and seeks to allow a minimum perimeter setback of: 15 feet next to lot 285, 20 feet next to lots 157-163, 213, and 214, and 30 feet to lot 227. The minimum setbacks of 15 feet next to lot 285, 20 feet next to lots 157-163, 213, and 214, and 30 feet to lot 227 is hereby accepted.

6. ***Planned Residential Development benefits.***

A. Reduction in density from Volusia County entitlements;

B. Reduction of density from the approved land use allowance of 298 units to 286 residential units;

C. Innovative site design with the mixing of housing types based on the surrounding uses. This includes development of duplex units along the Addison Drive boundary near a townhome development and larger lot homes next to the Village of Pine Run;

D. Provision of more natural preservation area than required. The project will provide 25.52 acres or 24.67% of the site in natural preservation, exceeding both the standards 15% requirement and the 20% Planned Residential Development requirement;

E. Provision of a 35 natural buffer in addition to the existing ditch area along the property interface with the Village of Pine Run. The landscape buffer requirement in this property interface is 6 feet;

F. The project has provided additional recreational amenities than the Land Development Code requires;

G. The project is utilizing the stormwater management system for project irrigation; and

H. Stormwater management that reduces the rate and volume of stormwater that enters the canal/pipe system through the Village of Pine Run.

7. ***Sidewalks.*** The project shall provide internal sidewalks on both sides of the streets within the RidgeHaven subdivision. The project proposes a sidewalk connection off-site to connect to North U.S. Highway 1.

8. ***Access.*** There are two subdivision access points from Plantation Oaks Boulevard. No access is allowed from Addison Drive.

9. ***Traffic Impact Analysis.*** The proportionate fair share agreement that was identified by the Traffic Impact Analysis shall be in place prior to the issuance of a Final Plat.

10. ***Recreation improvements.*** Recreational improvements include a 33,000 square foot outdoor amenity area including a pool and pool deck, including a dog park, playground and activity field. The project also includes two walking trails in the southeast corner of the property and along a lake and buffer area at the northeast corner

11. ***Natural preservation.*** The project proposes to preserve a total of 25.52 acres as natural preservation or 24.67% of the subject property. The buffer areas along the project boundaries are designed to be a natural buffer. A 35-foot natural preservation area shall be maintained between the Ridgehaven subdivision and the Village of Pine Run. If no vegetation exist in areas of the natural buffer, the vacant area shall be planted at the direction of the city Landscape Architect to a type 1 landscape buffer.

12. ***Landscaping.*** The project buffers are as follows:

    A. Abutting Addison Drive. Required: 10'. Provided: ranges from 12' to 22'.

    B. Abutting Plantation Oaks Boulevard. Required 20'. Provided: ranges from 30', 40, and 125' depending on the buffer location.

    C. Abutting Plantation Oaks, Phase 3. Required 6'. Provided: Ranges with a minimum of 40'.

    D. Abutting Village of Pine Run. Required: 6'. Provided: 35' natural area.

    The three (3) historic trees on-site shall be preserved. A street tree plan has been designed with 298 street trees and is included in Exhibit "C".

13. ***Architecture and fencing.*** Subdivision architectural attributes and an overall fencing plan shall be required to the start of subdivision construction. All fencing along Plantation Oaks Boulevard and Addison Drive shall have a comment fence style.

    Per the Planning Board's recommendation, a PVC vinyl fence and an additional hedge row shall be installed on the Greenhaven Place cul-de-sac, between lots 215 and 216, to screen the existing single-family house at 1155 Plantation Oaks Boulevard. The RidgeHaven HOA shall be responsible for the maintenance of the hedge and fence.

14. ***Entry Features***. Development entry features shall have a maximum height of 8 feet. Signage for the development shall be similar to the examples attached as Exhibit "C"

15. ***Model Homes and Temporary Sales Offices***. The developer may designate and construct up to 10 lots as model homes and 2 lots as temporary sales offices for each phase of development. Construction of a model home or temporary sales office for a particular phase may commence in conjunction with the construction of infrastructure improvements for said phase, however, a final certificate of occupancy for said model home or temporary sales office shall not be issued until final plat approval for said phase. No model home shall

be constructed until the water and sewer lines have been constructed and are operational. Developer may also install and maintain a temporary construction trailer on a designated lot and must include electric. The construction trailer shall not be open to the public and shall not require paved parking or other applicable requirements of a temporary sales office but shall provide temporary stabilized off-street employee parking.

STAFF REPORT

City of Ormond Beach
Department of Planning

MEETING DATE: April 13, 2023

SUBJECT: RidgeHaven subdivision– **Issuance of a development order**

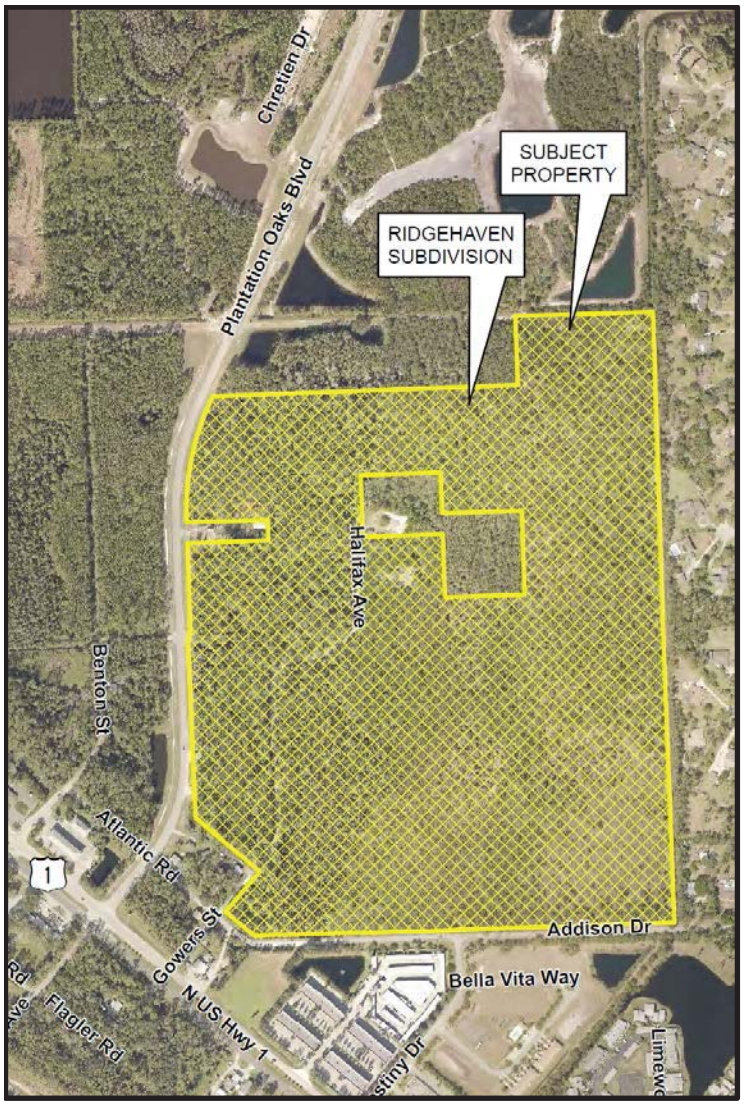
APPLICANT: RidgeHaven, LLC, with authorization of the property owner Snilloc Family Limited Partnership Number One

NUMBER: PRD 2022-061(B)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is a request from RidgeHaven, LLC, with authorization of the property owner Snilloc Family Limited Partnership Number One, for the issuance of a development order for 286 residential lots on 103.45 acres and associated site improvements. The proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050. The project's location is shown in Exhibit 1.

EXHIBIT 1: RidgeHaven subdivision location map



SECTION 2, BACKGROUND: The RidgeHaven subdivision includes nine parcels (Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050) that total 103.45 acres. Within the RidgeHaven subdivision land area there are eight (8) parcels individually owned (not owned by RidgeHaven) totaling approximately 5.7 acres. Seven (7) parcels are vacant and one parcel fronting Plantation Oaks Boulevard is developed with a single-family home. The RidgeHaven subdivision was located in unincorporated Volusia County with a desire to construct a subdivision. Representatives of the RidgeHaven subdivision had two options for subdivision development: (1) remain in unincorporated Volusia County and have Ormond Beach provide the project utilities or (2) become part of the North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA) area and develop the subdivision in Ormond Beach. The Interlocal Service Boundary Agreement allows the annexation of land while creating enclaves that remain in unincorporated Volusia County.

The City Commission adopted the original North U.S. 1 Interlocal Service Boundary Agreement on August 19, 2014 per Ordinance 2014-27. Concurrently, the Volusia County Council adopted the Interlocal Service Boundary Agreement on August 21, 2014 by Volusia County Ordinance 2014-12. The original Interlocal Service Boundary Agreement established the Municipal Service Area (MSA) and joint planning and service delivery agreement to the North U.S. Highway 1 area. The first amendment to the North U.S. 1 Interlocal Service Boundary Agreement was approved to add the land associated with Plantation Oaks Subdivision and the 13 enclaves surrounding the subdivision to the adopted Municipal Service Area. On August 20, 2019, the City Commission adopted the first amendment to the North U.S. Highway 1 Interlocal Service Boundary Agreement. The Volusia County Council subsequently adopted the agreement on September 17, 2019. The City of Ormond Beach (December 7, 2021 with Ordinance 2021-43) and Volusia County (February 15, 2022 with Ordinance 2022-9) approved the second amendment to the North U.S. Highway 1 Interlocal Service Boundary Agreement to add the land associated with the RidgeHaven subdivision and the individually owned parcels not owned by RidgeHaven to the adopted Municipal Service Area. During the County Council presentation and discussion, the RidgeHaven representative and city staff committed to establishing a limitation of 298 dwelling units for the entire RidgeHaven area. On March 22, 2022, the City Commission approved Ordinance 2022-05 that annexed the RidgeHaven subdivision.

With the Interlocal Service Boundary Agreement and annexation approved, the next step for the RidgeHaven project was the assignment of a city land use designation. For the existing land use entitlements, Volusia County staff analysis calculated a range of residential development of 716 to 1,052 dwelling units. The existing land use required a minimum of four units per acre. The city land use designation occurred with three separate actions:

1. Ordinance 2022-14 adopted July 19, 2022: The Ordinance amended the Future Land Use Element of the Comprehensive Plan to incorporate the second Interlocal Service Boundary Agreement and provide a text limitation within Policy 9.1.4 that states the RidgeHaven land area shall not exceed 3 units per acre and no more than 298 dwelling units for the entire RidgeHaven property. The maximum

theoretical residential density was reduced by 754 residential units. For the non-RidgeHaven properties, the Ordinance included the text restriction that these parcels would maintain a maximum gross residential density of eight (8) units per acre – the same density that existed in unincorporated Volusia County.

2. Ordinance 2022-18, adopted August 3, 2022: The Ordinance authorized the following actions:

   A. Amended the Future Land Use Map designation for the RidgeHaven subdivision property (totaling 84.26 acres) from Volusia County "Urban Medium Intensity" (UMI) to Ormond Beach "Low Density Residential" (LDR). The Ordinance included the map annotation that the RidgeHaven subdivision would have a density restriction of three (3) units per acre and shall not exceed 298 residential units for the entire RidgeHaven subdivision; and

   B. Amended the Future Land Use Map designation of the properties not associated with the RidgeHaven development from "Urban Medium Intensity" (UMI) to Ormond Beach "Medium Density Residential" (MDR). The Ordinance included the map annotation that these parcels would maintain a maximum gross residential density of eight (8) units per acre – the same density that existed in unincorporated Volusia County.

3. Ordinance 2022-18, adopted August 3, 2022: This Ordinance was for 19.19 acres owned by the RidgeHaven subdivision applicant that was part of the original Interlocal Service Boundary Agreement area. The Ordinance amended the Future Land Use for the property from "Low Intensity Commercial" (LIC) to "Medium Density Residential" (MDR). The Ordinance contained a condition that the density shall be restricted to eight (8) units per acre within the 19.19 acres and the RidgeHaven subdivision including the 84.26 acres shall not exceed 298 residential units.

In summary, the project has:

1. Amended the Interlocal Service Boundary Agreement to allow annexation and development under Ormond Beach development standards.
2. Annexed 103.45 acres that is the RidgeHaven subdivision.
3. Amended the land uses of two land areas from Volusia County "Urban Medium Intensity" (UMI) to "Low Density Residential" (LDR) and Ormond Beach "Low Intensity Commercial" (LIC) to "Medium Density Residential" (MDR) with a maximum development scenario of 298 residential units.
4. Reduced the potential maximum residential development as allowed under the Volusia County "Urban Medium Intensity" (UMI).
5. The Interlocal Service Boundary Agreement land use amendment has amended the land use of the non-RidgeHaven outparcels to the same density (8 units per acre) as allowed under the Volusia County land use.

The following are the abutting uses to the subject properties:

EXHIBIT 2: Abutting land use and zoning designations

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	**Future Land Use Designation**	**Zoning Classification**
North	Plantation Oaks PRD	"Low Density Residential"	PRD, Planned Residential Development
South	Across Addison Drive, Gardens of Bella Vita & MBA Business Center	"Medium Density Residential" and "Low Intensity Commercial"	PRD, Planned Residential Development and B-8, Commercial
East	Village of Pine Run	Volusia County "Rural"	Volusia County RR (Rural Residential)
West	Across Plantation Oaks Boulevard	"Medium Density Residential"	R4, Single-Family Cluster and townhouse

SECTION 3, APPLICATION PROCESS:

Application process

The application seeks to allow 286 residential units as a Planned Residential Development. The Planned Residential Development is reviewed and acted upon as two (2) separate actions:

A. Zoning map amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development.

B. Issuance of a development order to construct 286 residential units and associated site improvements on 103.45 acres. The issuance of the development order is the action sought for this staff report.

The two (2) actions are being discussed together at the public hearing and will require separate votes. The issuance of a development order is the application under consideration in this report. and is intertwined with the zoning map amendment previously discussed. If there is a desire to approve or approve with conditions the issuance of the development order, then the zoning map amendment needs approval first. If there is a desire to deny the issuance of the development order, then the zoning map amendment should also be denied.

Other applications:

1. Preliminary Plat. Section 1-22 of the Land Development Code defines a preliminary plat as "a proposed subdivision plan that in an exact and precise manner in which it may be evaluated pursuant to this Land Development Code and the Comprehensive Plan." Preliminary plats are not required with a Planned

Development, however, this application has developed and submitted the preliminary plat with the zoning action. The preliminary plat contains the plat document and the detailed subdivision engineering plan.

There are two options for development once a Preliminary Plat has been approved:

Option 1 - Proceed with the application for construction for completion of the required improvements prior to recording the final plat per Section 4-18(8)(a) of the Land Development Code. When the required off-site and on-site improvements are complete, the final plat along with the records and data would be submitted by the applicant to the City Engineer and reviewed by the Site Plan Review Committee (SPRC). The final plat would be approved by the City Commission and recorded.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat per Section 4-18(b) of the Land Development Code. With this option, the applicant files surety documents guaranteeing that such improvements will be installed. All guarantees are incorporated in a bonded agreement for the construction of the required improvements in the form acceptable to the City Attorney. The final plat would be recorded and the applicant would then construct the improvements.

2. Partial plat vacation. The project is located with an existing 1926 plat with existing street layouts. The partial plat vacation would vacate portions of the 1926 plat and update to the RidgeHaven subdivision plat. The outparcels within the RidgeHaven subdivision would always have access to their property.

Project process: The Planned Business Development is reviewed and acted upon as two separate actions: (1) zoning map amendment and (2) issuance of a development order. The two actions will be discussed together at the public hearing and require separate votes. The project has the following approval process:

1. **Site Plan Review Committee (SPRC).** The Site Plan Review Committee is comprised of city departments who review site plan applications for consistency with the Land Development Code and Comprehensive Plan. This committee provides a technical review of development submittals.

2. **Neighborhood meeting.** The Land Development Code requires a neighborhood meeting where a project abuts a residential zoning district. The neighborhood meeting was conducted on July 26, 2022 and is summarized in the analysis section of this report.

3. **Planning Board.** The Planning Board conducts one public hearing for a zoning map amendment and issuance of a development order. The Planning Board provides a recommendation to the City Commission. Applications, whether recommended for approval or denial, are forwarded to the City Commission for action. The Planning Board in its recommendation is required to consider the following:

   a. Application submitted by the applicant;

   b. Staff report;

c. Written correspondence provided;
d. Testimony presented at the public hearing; and
e. Criteria for rezonings and issuance of a development order.

4. **City Commission.** The City Commission, as an elected body, provides the final action on zoning map amendments and issuance of development orders. The tentative City Commission dates for this project are May 16, 2023 and June 6, 2023. Section 1-18(e) of the Land Development Code requires the City Commission to consider:

   a. Report and recommendation of the Site Plan Review Committee and the Planning Board.
   b. Report and recommendation of other city departments and advisory boards, as appropriate.
   c. Comments of governmental agencies, utility corporations and individuals, as received.

   Section 1-18 of the Land Development Code also provides the review criteria for development orders listed in the analysis section of this report. Exhibit 3 below shows a summary of the application process.

EXHIBIT 3: Application process

PZ-22-061		
Action	**Date**	**Notes**
1st SPRC submittal	May 23, 2022	SPRC review: June 13, 2022
Neighborhood meeting	July 26, 2022	Letter - 600' mail radius; newspaper ad
2nd SPRC submittal	September 23, 2022	SPRC review: October 14, 2022
3rd SPRC submittal	November 22, 2022	SPRC review: December 20, 2022
4th SPRC submittal	January 17, 2023	SPRC review: February 3, 2022
5th SPRC submittal	March 3, 2023	SPRC review: March 27, 2023
Planning Board	April 13, 2023	Letter - 300' mail radius; newspaper ad; site posting
City Commission, 1st	May 16, 2023	Letter - 300' mail radius; newspaper ad
City Commission, 2nd	June 6, 2023	Newspaper ad
SPRC final review	To be determined	

The project has also been posted on the city website under the Planning Department at: (1) Development Reports, https://www.ormondbeach.org/1019/RidgeHaven and (2) Public Hearing Advertisements and Notices, https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice.

Neighborhood meeting

The project conducted a required neighborhood meeting on July 26, 2022. The project team presented the development plan. Items discussed at the neighborhood meeting included:

1. Density reduction from Volusia County zoning;
2. No access proposed from Addison Drive;
3. Interface with Village of Pine Run;
4. Easement required for existing Volusia County ditch abutting Village of Pine Run;
5. Types of residential uses proposed;
6. Stormwater; and
7. Connection to city water and sewer.

SECTION 4, PROJECT DESCRIPTION:

The project has the following attributes:

1. The total project size is 103.45 acres.
2. The development of consists of 286 lots. Any subdivision phasing may be reviewed and approved of the Site Plan Review Committee as a minor amendment.
3. The project's gross density is 2.76 units per acre.
4. The project's net density (project acreage of 103.45 minus 6.49 acres of wetlands divided by 286 residential lots) is 2.95 units per acre.
5. The subdivision features three residential types: (a) duplex lots – 84 lots with a 35-foot lot frontage along the boundary of Addison Drive. These are allocated on the former B-8, Commercial land area that has a land use of "Medium Density Residential", (b) 50-foot lots – 136 lots that are located in the interior of the subdivision, and (c) 75 foot lots - 66 lots that are located at the rear of the subdivision, abutting the 35' natural area that abuts the Village of Pine Run.
6. The project lots are proposed as follows:

Standards	**Single-family, 50' by 110'**	**Single-family, 75' by 110'**	**Duplex, 35' by 110'**
Number:	136	66	84
Minimum floor area:	1,400 SF	1,500 SF	1,400 SF
Maximum building coverage:	60%	60%	60%
Maximum lot impervious area:	80%	80%	80%
Maximum building height:	35 feet	35 feet	35 feet
Setbacks:			
Front:	20 feet	20 feet	20 feet
Front (no garage access):	10 feet	15 feet	15 feet
Side:	5 feet	7.5 feet	5 feet, (0' common wall)

Rear:	20 feet	20 feet, 10 feet (lots 233-254)	10 feet
Waterfront:	20 feet	20 feet	10 feet
Accessory Structure setbacks:			
Side yard:	5 feet	7.5 feet	NA
Side yard corner:	15 feet	15 feet	NA
Rear yard:	5 feet	5 feet	NA

7. There are two subdivision access points from Plantation Oaks Boulevard. No access is proposed from Addison Drive.
8. School concurrency for the project is provided in ATTACHMENT 3.
9. A traffic study was performed and is included in ATTACHMENT 5 and discussed in the analysis section of this report.
10. The project proposes internal sidewalks on both sides of the streets within the RidgeHaven subdivision.
11. The project proposes a sidewalk connection off-site to connect to North U.S. Highway 1.
12. ATTACHMENT 4 provides an Environmental Assessment Analysis performed by Ecological Consulting Solutions, Inc. A total of 8.04 acres of wetlands exists on the subject property. As designed, the project would have 1.75 acres of direct impacts to on-site wetlands.
13. St. Johns River Water Management District has issued permit #185591-1 for the RidgeHaven subdivision for stormwater management and proposed wetland impacts. This information is included with ATTACHMENT 4.
14. Recreational improvements include a 33,000 square foot outdoor amenity area including a pool and pool deck, including a dog park, playground and activity field. The project also includes two walking trails in the southeast corner of the property and along a lake and buffer area at the northeast corner.
15. The project proposes to preserve a total of 25.52 acres as natural preservation or 24.67% of the subject property. The Land Development Code requirement for natural preservation is 15% of the property and the Planned Residential Development standard is 20% of the property.
16. There is a 35-foot natural preservation area and existing ditch between the Ridgehaven subdivision and the Village of Pine Run. The Land Development Code requirement for a landscape buffer is six (6') feet.
17. Irrigation for the subdivision will be drawn from the stormwater ponds.
18. A street tree plan has been designed with 298 street trees.
19. The applicant has provided draft covenants and restrictions (ATTACHMENT 7) that include a coordinated plan for fences. The final covenants and restrictions will be developed with the final plat. For the purposed of the Planned Development, it

is desired that any fencing along the right-of-way have a common architectural pattern.

20. Architectural examples have been provided and are included in ATTACHMENT 7.

21. A five-year expiration date for phase one of the project from the date of City Commission approval is proposed.

22. The project is expected to generate a water demand of 73,502 gallons per day and a sewer demand of 80,366 gallons per day based on the Level of Service standards in the Capital Improvements Element of the Comprehensive Plan. There is existing capacity to provide the RidgeHaven subdivision utility services. No septic tanks are proposed. Irrigation for the project is planned from the stormwater ponds.

23. For the project stormwater, the site is surrounded on three (3) sides by ditches that ultimately flow to the east. The drainage pattern of the pre-developed site flows to the Addison Canal, the canal between this project and the Village of Pine Run Subdivision, the wetland and a ditch on the north side of the project.

24. The proposed stormwater treatment methodology is wet detention with stormwater harvesting. The wet detention system has multiple ponds with equalizer pipe system that will maintain the normal water elevation for all ponds. The drainage patterns for the post developed site includes the landscape/natural preservation that will continue to drain into the Addison Canal and the canal between Ridgehaven and Village of Pine Run. This acreage of this area has been significantly decreased. The area that drains to the north also has been decreased in the post development condition. The interior of the project will be directed onto the proposed stormwater treatment facility noted above. The stormwater wet detention will have an ultimate outfall to the swale along the northern border. This swale will intersect to the swale along the western edge of Village of Pine Run that flows to the north in the Plantation Oaks Phase III. By directing the surface water runoff into the stormwater facility, there will be a delay in the surface flow exiting the site as well as reduction of the actual volume entering the canal/pipe system through the Village of Pine Run.

25. All three (3) historic trees on-site have been preserved.

26. The project buffers are as follows (see ATTACHMENT 8):

    A. Abutting Addison Drive. Required: 10’. Provided: ranges from 12’ to 22’.

    B. Abutting Plantation Oaks Boulevard. Required 20’. Provided: ranges from 30’, 40, and 125’ depending on the buffer location.

    C. Abutting Plantation Oaks, Phase 3. Required 6’. Provided: Ranges with a minimum of 40’.

    D. Abutting Village of Pine Run. Required: 6’. Provided: 35’ natural area.

SECTION 5, ANALYSIS:

The following are the review criteria for Planned Residential Developments from the Land Development Code:

Planned Residential Development Criteria

Section 2-35, Chapter 2, Article II of the Land Development Code details the requirements of a Planned Residential Development:

1. Section 2-35.H.3, Chapter 2, Article II states, "Thirty (30) square feet of indoor recreation floor area, including exercise rooms, all-purpose space, dining areas and similar uses shall be provided for each dwelling unit, unless waived by the City Commission and replaced at a minimum as provided below:
   a. Subdivisions of 200 dwelling units or less may provide, at a minimum, an additional 30 square feet per unit of outdoor active recreation space in compliance with this Section in lieu of the indoor recreation floor area requirement.
   b. Subdivisions that do not provide indoor recreational facilities are not eligible for park and recreation impact fee credits.
   c. The open space and/or additional outdoor facilities must be compatible with adjacent properties and the recreational facilities must be consistent with the needs of the project.
   d. The Development Review Board and City Commission determine, after reviewing the proposed development plan, that the preservation of natural resources and/or provision of additional recreation facilities is appropriate and that indoor recreational facilities can be waived."

   The applicant is providing additional square footage as outdoor recreation as permitted under Subsection 1a (above) in lieu of the indoor recreation requirement. The conversion of required indoor recreation to outdoor recreation has been permitted in other Planned Residential Developments such as Creekside, Southern Pines, Pineland, and Tattersall.

2. Section 2-35.H.4, Chapter 2, Article II of the Land Development Code states, "Sixty (60) square feet of outdoor active recreation space (exclusive of parking, landscaping, retention/detention ponds and other site features), including pools, pool decks, shuffleboard courts, tennis courts, and fishing piers and similar uses, shall be provided for each dwelling unit. Impact fee credits for any specific outdoor recreation site shall be limited to three hundred (300) dwelling units."

   The project is required to provide a total of 17,880 (60 square feet per lot for indoor recreational area) square feet of recreation area. The additional 30 square feet of outdoor recreation area in lieu of the indoor recreation, requires an additional area of 8,940 square feet of outdoor recreation area to total 26,820 square feet. The project is proposing:
   a. 33,000 square foot outdoor recreation area to include a pool, dog park, playground and activity fields;
   b. 50,921 square foot walking trial at the southeast corner of the property; and

c. 8,500 square feet walking trail along a lake and natural buffer at the northeast corner of the property.

3. Section 2-35.H.7., Chapter 2, Article II of the Land Development Code states, "Thirty (30) square feet of common accessible, open space shall be provided for each dwelling unit.

   a. Common open space shall be available to all the residents of the development. At the option of the developer, subject to the approval of the City Commission, common open space may be dedicated to the use of the general public.

   b. Common open space must be adequately landscaped and irrigated.

   c. Natural features worthy of preservation shall be left in a natural state.

   d. Water bodies may be utilized to meet twenty-five percent (25%) of the available open space requirement, provided significant recreational use of the waterbody can be demonstrated. Water retention and wetlands areas may not be included in this calculation."

   The approved project was required to provide 8,940 square feet of common space. The applicant has provided the common open space with additional area within the recreation amenity area.

4. Section 2-35.H.8., Chapter 2, Article II of the Land Development Code states, "Twenty percent (20%) of the project shall be left in a natural state. This may include designated conservation areas within lots or common areas, but shall not include classified wetlands and required upland buffers."

   The project is proposing that 19.79 acres (20.41%) of the site is to remain in a natural state that meets the Land Development Code requirement. There is an additional land area that brings the total natural preserved area to be 25.52 acres or 24.67 acres of natural preservation.

5. Other Uses. Section 2-35.B.2., Chapter 2, Article II of the Land Development Code allows other uses within planned residential developments.

   The only use proposed is single-family residential. No other uses are proposed.

In considering the issuance of a development order for a Planned Residential Development, the Planning Board may recommend approval, approval with conditions, or denial of the application on the extent to which the development offers site amenities above that normally found for permitted uses in the district with regard to the following:

a) Innovative Site Design

In ATTACHMENT 7, the applicant notes that the project has reduced the overall allowed density from what existed under the Volusia County entitlements. The applicant discusses in the March 27, 2023 letter that the project seeks several different housing types and lot sizes that allows for a variety of different price points and will result in different types of sizes of families living in RidgeHaven. Staff concurs that the project has located the duplex lots where the "Medium Density Residential" land use exists and across the street from a townhome development. In the rear of the proposed subdivision property, there are larger lot homes planned to be built that will abut, with a natural buffer area and ditch in between to the Villages of Pine Run

subdivision. The project has also built around a wetland and upland buffer in the central part of the property. Finally, the project has provided low impact development techniques such as irrigation from the stormwater management system.

b) Coordinated Architectural Design

The RidgeHaven subdivision shall have an Architectural Control Committee tasked with enforcing the architectural design guidelines detailed in the plan set. In ATTACHMENT 7, the applicant provides the architectural vision of the project.

c) Open Space, Recreation, Common Areas

The project has exceeded the space required for open space, recreation and common areas. The project has preserved 25,52 acres of the project land area where the Land Development Code requires 15.52. As discussed under the Planned Residential Development section, the applicant is providing a recreation area and common open space that exceeds the requirements of the subdivision regulations.

d) Coordinated Streetscape Elements

In ATTACHMENT 7 the applicant describes that the project will have coordinated streetscape elements including: (1) entry signage, (2) FPL approved ornamental street lights, (3) street trees throughout the development, and (4) internal sidewalks and walking paths.

PRD waivers/allowances:

In ATTACHMENT 7, the applicant has provided a Waivers and Benefits letter for the project. The Planned Development is a negotiated zoning district and waivers/allowances are allowed if approved as part of the public hearing process. The waivers/allowances are as follows:

1. Section 2-35(h) of the Land Development Code – outdoor recreation in lieu of indoor recreation

   The Land Development Code allows a process to provide additional outdoor recreational area in lieu of indoor recreation. The project shows a 750-pool cabana with restrooms as indoor recreation. As discussed under the Planned Residential Development requirements, the following outdoor recreation amenities are planned:

   a. 33,000 square foot outdoor recreation area to include a pool, dog park, playground and activity fields;
   b. 50,921 square foot walking trial at the southeast corner of the property; and
   c. 8,500 square feet walking trail along a lake and natural buffer at the northeast corner of the property.

   Staff has no objection to the provision of additional outdoor recreational area in lieu of required indoor recreation requirement.

2. Standard detail 5, wet detention pond depth

   The city's standard stormwater detail provides an allowed stormwater depth of 8 to 12 feet. The applicant is requesting a pond depth of 15+ feet. The project is

seeking the additional pond depth for fill material for the project improvements. Using on-site fill would reduce the need to import fill from off-site sources. The applicants letter also states that the additional pond depth would aid the irrigation of the subdivision from the stormwater ponds.

Staff has no objection to the request to increase the stormwater pond depths for the project.

3. Section 2-35(d)(3) of the Land Development Code – 40-foot perimeter buffer building setback

   In ATTACHMENT 7, the applicant describes this request as: minimum perimeter setback of: 15 feet next to lot 285, 20 feet next to lots 157-163, 213, and 214, and 30 feet to lot 227. The applicant details the justification for this waiver in the Waivers and Benefits letter. The applicant states that the existing outparcels and proposed subdivision are both residential and areas remaining will be a natural buffer.

   The subdivision design for this project is unique and the applicant has sought to exceed the subdivision regulations. Staff has no objections to this request.

PRD benefits:

The Planned Residential Development does not require the provision of public benefits, unlike the Planned Business Development. However, it is important to note that the project has exceeded development standards in certain areas:

1. Reduction in density from Volusia County entitlements;
2. Reduction of density from the approved land use allowance of 298 units to 286 residential units;
3. Innovative site design with the mixing of housing types based on the surrounding uses. This includes development of duplex units along the Addison Drive boundary near a townhome development and larger lot homes next to the Village of Pine Run;
4. Provision of more natural preservation area than required. The project will provide 25.52 acres or 24.67% of the site in natural preservation, exceeding both the standards 15% requirement and the 20% Planned Residential Development requirement;
5. Provision of a 35 natural buffer in addition to the existing ditch area along the property interface with the Village of Pine Run. The landscape buffer requirement in this property interface is 6 feet;
6. The project has provided additional recreational amenities than the Land Development Code requires;
7. The project is utilizing the stormwater management system for project irrigation; and
8. Stormwater management that reduces the rate and volume of stormwater that enters the canal/pipe system through the Village of Pine Run.

The Planning Board is required to review the issuance of a development order request using the following criteria established in the Land Development Code to approve, approve with conditions, or deny the rezoning amendment:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   The proposed application meets or exceeds the Planned Residential Development requirements contained within the Land Development Code (see list of items where the Land Development is exceeded in the analysis section). The applicant has provided the required information in terms of lot sizes and layout, street locations, buffer requirements, traffic impacts, and stormwater planning and Planned Residential Development requirements. The Site Plan Review Committee has reviewed the application and concluded that it conforms to the requirements of the Land Development Code. The Site Plan Review Committee concludes that the zoning related application will not adversely affect public health, safety, or welfare. It is important to note that this project has also provided not only the zoning documents for the subdivision but also the construction site plans of a preliminary plat.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The Comprehensive Plan contains a land use map that provides the vision of uses and residential density and nonresidential intensity. The Comprehensive Plan is an overall guide/roadmap for development within Ormond Beach. The subject property has a land use category of “Low Density Residential” and “Medium Density Residential” as defined in the Future Land Use Element as follows:

   Low Density Residential (LDR) – 84.26 acres

   Purpose: To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio.

   Density: up to 4.3 units per acre

   Maximum FAR: 0.2

   Medium Density Residential (MDR) – 19.19 acres

   Purpose: To allow a variety of highly aesthetic dwelling units, encouraging the establishment of recreation areas and open space and discouraging look-alike rows of dwellings. MDR also allows the development of relatively low-density duplex, townhouse and multi-family projects which emphasize open space and maintain a low profile, thus maximizing the compatibility with single-family areas. Institutional uses may be permitted in accordance with the maximum floor area ratio.

   Density: Minimum 5-12 units per acre except in the Downtown Community Redevelopment Area where 5 - 15 units shall be allowed.

   Maximum FAR: 0.3

The “Low Density Residential” and “Medium Density Residential” land uses would typically allow a maximum theoretical land use density of 515 residential units. The map annotation included in the land use amendments limits the maximum residential density to 298 units.

The following is a list of the Comprehensive Plan Objectives and Policies pertaining to the proposed development order:

Future Land Use Element

GOAL 1. LAND USE DISTRIBUTION

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING OR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

OBJECTIVE 1.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY 1.1.3.

Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.

POLICY 1.1.5.

Encourage innovative design measures for new residential developments and ensure that adequate provision is made for neighborhood facilities suitable to the type of development proposed.

POLICY 1.1.6.

Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.

Housing Element

GOAL 1. HOUSING SUPPLY

ENSURE THE AVAILABLITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

OBJECTIVE 1.1. HOUSING SUPPLY

The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low- and moderate-income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.

OBJECTIVE 1.2. PROVISION OF ADEQUATE SERVICES AND FACILITIES

Each existing housing development and residential neighborhood along with all new housing development shall meet existing adopted level of service standards.

POLICY 1.2.1.

The general residential development pattern in the city should be in accord with the community's growth strategy for residential densities, as stipulated within the Future Land Use Element.

The development is within the required holding capacity, and the gross density range, and the lot area is consistent and furthers the intent of the Comprehensive Plan policies.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   The project has prepared an environmental assessment included in ATTACHMENT 4. The assessment reviews the project soils, vegetative community, wetlands, protected species, and floodplains. The project has also obtained approval from the Saint Johns River Water Management District. The applicant's letter dated March 27, 2023 states that the project would not utilize any potable water wells or septic systems. Additionally, irrigation for landscaping would come from stormwater ponds, eliminating the need for irrigation wells.

   The Site Plan Review Committee staff conclude that the proposed development will not adversely impact beyond what is allowed in the Land Development Code for environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

The site plan implements the land use designations of “Low Density Residential” and “Medium Density Residential” with a gross density of 2.76 units per acre and a net density of 2.95 units per acre. The project has sought to provide natural buffers next to existing residentially zoned properties including the Village of Pine Run and the outparcels within the RidgeHaven subdivision area. The applicant’s letter dated March 27, 2023 states, “Coupled with the existing canal in a 40-foot easement on the Village of Pine Run property adjacent to the RidgeHaven property, neighboring residents will be at least 100 to 150 feet away from the new homes in Ridgehaven, which should be difficult to see due to the remaining trees and natural vegetation."

The Site Plan Review Committee concludes that proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   There are adequate public facilities to serve the development. The proposed subdivision is required to install water and sewer facilities, sidewalks, recreational areas, and stormwater management. The development of homes would be subject to water and sewer connection fees and local road, park and recreation, police and fire impact fees. The project was reviewed by the Volusia County School Board for impacts and a determination of concurrency is provided in ATTACHMENT 3. The Site Plan Review Committee concludes that there are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   The applicant was required to perform a traffic impact study which followed the methodology adopted by the River to Sea Transportation Planning Organization. City staff obtained the review of a 3rd party traffic engineer who has provided comments on the traffic impact analysis. The study analysis was based on 298 residential units. The subdivision lot number was decreased to 286 through the site plan process. Table 9 of the traffic impact analysis shows the project trips as follows:

   a. Daily trips = 2,608

   b. AM peak hour trips = 185

   c. PM peak hour tips = 256

The trip distribution map (Figure 4) show 93.24% of the trips going towards west towards U.S. Highway 1 and 6.76% going east to Old Dixie Highway. The traffic analysis concluded with the need for turning improvements on Plantation Oaks Boulevard and a proportionate fair agreement.

The project has provided a traffic impact analysis prepared by professional engineer. City staff has contracted to have the traffic study reviewed by a traffic engineer. The RidgeHaven subdivision meets the traffic requirements of the Land Development Code.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The development philosophy of the subdivision has been discussed in this report. The subdivision design provides for several housing types, exceeds landscaping standards, provides natural areas as buffers, includes entry features, contains stormwater management ponds with fountains, and provides a coordinated architectural theme. The Site Plan Review Committee concludes the proposed development is functional in the use of space and aesthetically acceptable.

8. **The proposed development provides for the safety of occupants and visitors.**

   The overall design indicates safe movement on the site. The proposed road and access layouts conform to the dimensional standards in the Land Development Code.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The project is required to utilize a Homeowners Association (HOA), which will institute an Architectural Control Committee to review construction plans within the development. The site plan exhibits outline regulations governing the construction of buildings and landscaping on individual lots, in order to encourage aesthetics and harmony within the development.

10. **The testimony provided at public hearings**.

    The project has not been reviewed at a public hearing and no testimony has been provided. Any testimony at the Planning Board meeting would be provided in the meeting minutes for the City Commission review.

SECTION 6, RECOMMENDATION:

The City's Comprehensive Plan has established the Planned Residential Development zoning classification to implement the goals of the "Low Density Residential" and "Medium Density Residential" land use categories. These goals include performing a site specific holding capacity analysis to determine density, requiring less density than in the City core areas, providing recreational, common, and natural areas, and clustering units to preserve environmentally sensitive areas. The proposed application achieves the goals of the land use and zoning designations.

Key considerations for deliberation for the issuance of the development order are subdivision design, lots sizes, perimeter setbacks, stormwater and traffic impacts. The

traffic impacts of this project have been analyzed and determined to be within the Level of Services adopted by the City Comprehensive Plan. Staff is recommending approval based upon the criteria of the Land Development Code and Comprehensive Plan. If there is a belief that the application failed to meet the established criteria, then the application should either be recommended for revisions or denied.

It is recommended that the Planning Board recommend **APPROVAL** of the issuance of a development order to allow 286 residential lots on 103.45 acres and associated site improvements, located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050, including the following items:

a. Resolution of the outstanding comments of the Site Plan Review Committee;
b. The utilization of additional outdoor recreational square footage in lieu of indoor recreational facilities as permitted under a Planned Residential Development;
c. Allowance of stormwater pond depths of 15± feet;
d. Allowance of a minimum perimeter setback of: 15 feet next to lot 285, 20 feet next to lots 157-163, 213, and 214, and 30 feet to lot 227; and
e. Allowance of a five-year expiration date for phase one of the project from the date of City Commission approval.

The project is tentatively scheduled for the City Commission on May 16, 2023 (first reading) and if approved on first reading, the second reading will be on June 6, 2023 (final reading).

ATTACHMENTS

Attachment 1: Site Plan Review Committee (SPRC) comments
Attachment 2: Location, land use, and zoning maps
Attachment 3: School concurrency
Attachment 4: Environmental Assessment
Attachment 5: Traffic Impact Analysis
Attachment 6: Plat vacation information
Attachment 7: Applicant provided information
Attachment 8: Site plans

ATTACHMENT 1

Site Plan Review
Committee comments

Project Name: PZ-22-061
Project Description: RidgeHaven subdivision, PRD & Preliminary Plat (298 units on 103.45 acres)
Review Comments List Date: 3/31/2023

Ref. # 164, Civil Engineer, David Allen, Cycle 3
Markup: Civil-Tailwater, Stormwater Calculations.pdf
In the review of the plans and stormwater design, it appears that the existing swale invert is well above the invert to the discharge pipe from the stormwater pond in the north east corner of the site. What is any modifications to the canal will be done to ensure the flow is not impeded.

Ref. # 171, Civil Engineer, David Allen, Cycle 3
Markup: Civil-Post Basin B, Stormwater Calculations.pdf
What is the criteria for an overflow outlet for this land-locked basin. What impacts will this design have on the parcels not part of this project.

Ref. # 198, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Pipe Systems, Hydraulic Grade Line Calculations.pdf
Identify the runs of pipe on a site plan to determine the actual location.

Ref. # 199, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Pipe Runs-2, Hydraulic Grade Line Calculations.pdf
Identify the runs on this overall plan. Identify the nodes that appear in more than one run, such as structures at 41 and 53. Show the hydraulic grade line from both runs.

Ref. # 200, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Color Code, Hydraulic Grade Line Calculations.pdf
When trying to identify the different runs, the color code on this sheet, did not match the individual runs shown on the following pages.

Ref. # 201, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Wetland, Hydraulic Grade Line Calculations.pdf
In our meeting this basin was discussed, where are the connections for any overflow from this basin to the stormwater system?

Ref. # 202, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Run #6, Hydraulic Grade Line Calculations.pdf
Please identify this run on the overall plan. I was unable to identify it.

Ref. # 203, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Run #7, Hydraulic Grade Line Calculations.pdf
Please identify this run on the overall plan. I was unable to identify it.

Ref. # 204, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Wetland Stage, Stormwater Calculations.pdf
In previous comments, this basin was noted as land-locked. Response was that there were outlets for the basin. Please indicate the stage that this wetland will reach prior to the discharge. Will this stage adversely affect the two outparcels.?
The location of the outlets appear to be on the other side of the out parcels.

Ref. # 205, Civil Engineer, David Allen, Cycle 4

Markup: Civil-Post-Tree-Pres, Stormwater Calculations.pdf
This basin appears to have multiple discharge points i.e.: north, south and east. Should this basin be divided by discharge points?

Ref. # 206, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Wetland-Post Basin 'B', Stormwater Calculations.pdf
In the predeveloped condition an irregular weir separates portions of the basin. Was this removed? If not how does this affect the surface flow to the outlet structures?

Ref. # 207, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Overall Stormwater, Stormwater Calculations.pdf
In our meeting, we requested the impacts to the adjacent and down stream properties be evaluated. Provide documentation that there will not be adverse impacts to the adjacent properties. Second, the drainage swale/ditch that will be the ultimate discharge appears to be less than adequate for the proposed flows.

Ref. # 215, Civil Engineer, David Allen, Cycle 5
Markup: Civil-Grading, C011-CIVIL.pdf
Flow arrows indicate a flow to the west and Inlet 110A. However, there are no grades to provide documentation of this flow.Provide information on the flow pattern of the non-paved portion of Cliffhaven Court. This area has no existing grades on the profile for Cliffhaven Court.
Will there be any grading in this area?

Ref. # 216, Civil Engineer, David Allen, Cycle 5
Markup: Civil Grading C-011, C011-CIVIL.pdf
The existing grades in this area indicate the flow to the west. How will the proposed inlet drain this area/
Will the two areas stage up to the elevation of the roadway?

Ref. # 217, Civil Engineer, David Allen, Cycle 5
Markup: Civil-Out parcels, C012-CIVIL.pdf
Provide additional grading information on the out parcels to ensure the safety of the parcel
Will the two areas hashed stage to a point of merging ? The western connecting point appears to be the low point at the 28 contour.
Are there any existing elevations available in these areas?

Ref. # 218, Civil Engineer, David Allen, Cycle 5
Markup: Civil-Ridgehave Ave., C012-CIVIL.pdf
Provide any existing elevations for the unpaved limits of Ridgehaven Ave. How will this profile make the connection between the two asphalt sections.?

Ref. # 219, Civil Engineer, David Allen, Cycle 5
Markup: Civil-H2O main, C017-UTILITY.pdf
It appears that this water main extension passes under the proposed structure for Lot 52. Please re-route this main into the open area to the west. keeping the minimum distance between H2O and sanitary sewer mains.
Relocate the valves associated with the tee connection.

Ref. # 220, Civil Engineer, David Allen, Cycle 5
Markup: Civil-Overall Questions on HGL Calc-Stormwater-Ponds and Basins, C013-CIVIL.pdf

Stormwater Management Questions

1. The hydraulic grade line calculations should begin with the tailwater of the peak stage for 25yr/24hr storm event.
2. The 25 year 24 hour stage of the ponds is elevation 28.52 or 28.53. The top of the inlets noted as the overflow for the large wetland in the interior of the project range anywhere from elevation 26.00 to 27.50. The hydraulic grade line for the pipe system that end at these inlets will be above the top of the inlet. Please model the wetland and provide a peak stage for this basin.
3. When evaluating the overall plan, Sheet 2, the only inlet directly connected to the interior wetland is 113A at elevation 27.50 top. Show how the other inlets, 31, 14, 28, 110A, 114A will accept flow without crossing the roadway or the outparcels.
4. The stage of the ponds, elev. 28.52 when compared to the rear yard elevations there could be water within the lots.
5. Run No. 5 ends at Inlet 113A, the HGL appears well above the top of the inlet. Even with out the flow area including the entire interior wetland.
6. Basin 110A, shows flow arrows from the east to the west. However, there are no grades to provide evidence that this is the actual flow pattern.
7. Post Development Drainage Basins Plan

a. Post-Tree-Pres basin should be split at the north-eastern corner to allow for the flow through Lakes of Pine Run to be shown verse the existing flow pattern. Post Basin C and the Addison Canal and the eastern boundary canal appear to drain to the canal in Lakes of Pine Run.
b. In Post Basin A-there are two depressions, between the tier of lots on west side of Brookhaven Trail and the lots on the east side of Ridgehaven Avenue. Do either of these depressions stage up during the major storm events? If so, what would be the peak stage and would the rear of the lots be in danger of water encroachment?
c. There does not seems to be any information available for Lake E. Provide any stage information.

8. Comment Regarding questions above- In comparing the Pre-Basins and the Post Development basins, it appears that the interior wetland previously drained through Pre-DEP-D which has now been severed by the filling of the lots.

Ref. # 231, Civil Engineer, David Allen, Cycle 5
Markup: Civil--Swale, C012-CIVIL.pdf
The swale appears to be on the adjacent property, please provide written authorization for the connection from Ridgehaven to swale. As well as permission for the flow to now proceed to the north in the swale.
Has the County been notified of the connection to the existing ditch and the change to the surface water flow?

Ref. # 188, Landscape Architect, Cara Culliver, Cycle 4
Markup: 14" Oak Missed, C004-EC.pdf
- Please add this missing 14" specimen Oak to the removal chart & calculations.

Ref. # 194, Landscape Architect, Cara Culliver, Cycle 4
Markup: Specimen Tree Chart, C048A-LANDSCP INFO.pdf
- Specimen trees removed = 89

- Specimen trees to remain = 56, please correct the chart.

Ref. # 210, Landscape Architect, Cara Culliver, Cycle 5
Markup: Missing 14" Oak, C004-EC.pdf
- See red cloud for missing 14" Oak.

Ref. # 211, Landscape Architect, Cara Culliver, Cycle 5
Markup: 14" Oak Missed, C048A-LANDSCP INFO.pdf
Please add the missing 14" specimen Oak to the removal chart, the H3 is the 15" Oak. Add letter L3 for 14" Oak.

Ref. # 212, Landscape Architect, Cara Culliver, Cycle 5
Markup: 20' Landscape Buffer Calculation, C048-TREE PLANTING.pdf
- The total buffer length is 651.05' (see plat) subtracting driveway (99.42) = 551.63' = 22 Required Trees, 221 Shrubs & 221 Ground Covers and not 500'.

Ref. # 213, Landscape Architect, Cara Culliver, Cycle 5
Markup: Buffers Along Outparcel, C048-TREE PLANTING.pdf
- Please add the (3) buffers sides along the outparcel.

Ref. # 214, Landscape Architect, Cara Culliver, Cycle 5
Markup: Changemark note #03, C048-TREE PLANTING.pdf
- Please add the (3) buffers sides along the parcel edges, see lineal footage for each side.

Ref. # 137, Planning Director, Steven Spraker, Cycle 2
Markup: Planning, ROW vacation, RW Vacation Exhibit.pdf
Please provide a sketch and legal description for the ROW to be vacated.

Ref. # 223, Utility 1, Mike Stephenson, Cycle 5
Markup: Eastern Channel Modifications?, C012-CIVIL.pdf
Please advise of any proposed construction activities on the eastern side of RidgeHaven within the existing channel. Verbally I have heard discussion regarding modifying the channel with the intent to prevent stormwater from the RidgeHaven outfall from traveling toward the existing channel serving the Village of Pine Run, but I have not seen any proposed plans to date.

Ref. # 224, Utility 1, Mike Stephenson, Cycle 5
Markup: RCP and CMP in Channel, C012-CIVIL.pdf
Please provide design documentation showcasing how the existing 36-inch CMP in the channel to west of RidgeHaven was sized and please advise how the 60-inch RCP under Plantation Oaks was sized.

Ref. # 225, Utility 1, Mike Stephenson, Cycle 5
Markup: WM Re-route, C017-UTILITY.pdf
Please revise the proposed water main routing under unit 52 to be out from under the unit and in the right of way.

Ref. # 226, Utility 1, Mike Stephenson, Cycle 5
Markup: Sizing of Channel to Outfall Point, C012-CIVIL.pdf
Please provide design documentation showcasing how the channel leading to the outfall point was sized.

Assumptions on my end: Q = (K/n) * ((A/P)^(2/3)) * S^(1/2) * A ; K = 1.49 ; n = 0.03 ; S = 0.0005 ; A = 67.3 Ft^2 ; P = 22.8 Ft. Values of A, P, and S were calculated utilizing as-built documentation of the existing channel. Utilizing these values, I calculate a theoretical max flow rate of 154 CFS for the channel leading to the outfall point.

The current stormwater report for RidgeHaven lists the peak discharge for the 25YR-24HR event as

139.69 CFS. The Plantation Oaks storwmater report lists the peak discharge for DITCH-POST in the 25YR-24HR event as 156.59 CFS. The peak discharge for RidgeHaven West will likely be somewhere around 100 CFS for the 25YR-24HR event (assumption made by me based off of acreage). All total, this suggests the channel conveying flow to the outfall would need to be able to accommodate 396.3 CFS, which is above my assumed calculations. Please advise if my assumptions have been made in error while reviewing your supplied documentation.

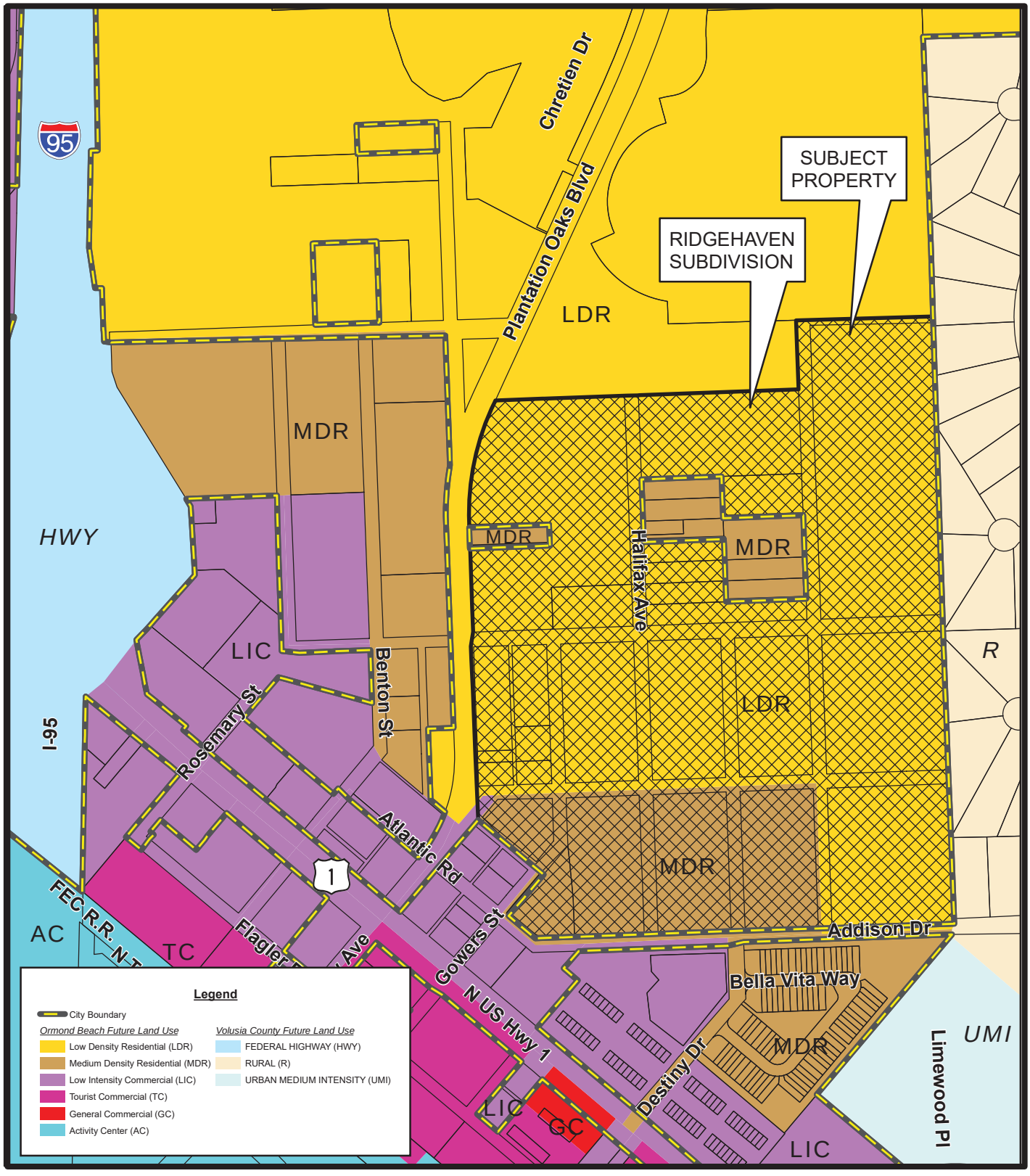
Ref. # 227, Utility 1, Mike Stephenson, Cycle 5
Markup: Sizing of RidgeHaven Discharge Channel, C012-CIVIL.pdf
Please provide design documentation showcasing how the outfall channel discharge on the northside of RidgeHaven was sized.

Assumptions on my end: Q = (K/n) * ((A/P)^(2/3)) * S^(1/2) * A ; K = 1.49 ; n = 0.030 ; S = 0.0005 ; A = 54.5 Ft^2 ; P = 26.1 Ft. Values of A, P, and S were calculated utilizing as-built documentation of the existing channel. Utilizing these values, I calculate a theoretical max flow rate of 98.9 CFS for the channel.

The current stormwater report for RidgeHaven showcases a peak discharge of 139.69 CFS for the existing channel in the 25YR-24HR event, which is above my theoretical calculations. Please advise if my assumptions have been made in error while reviewing your supplied documentation.

ATTACHMENT 2

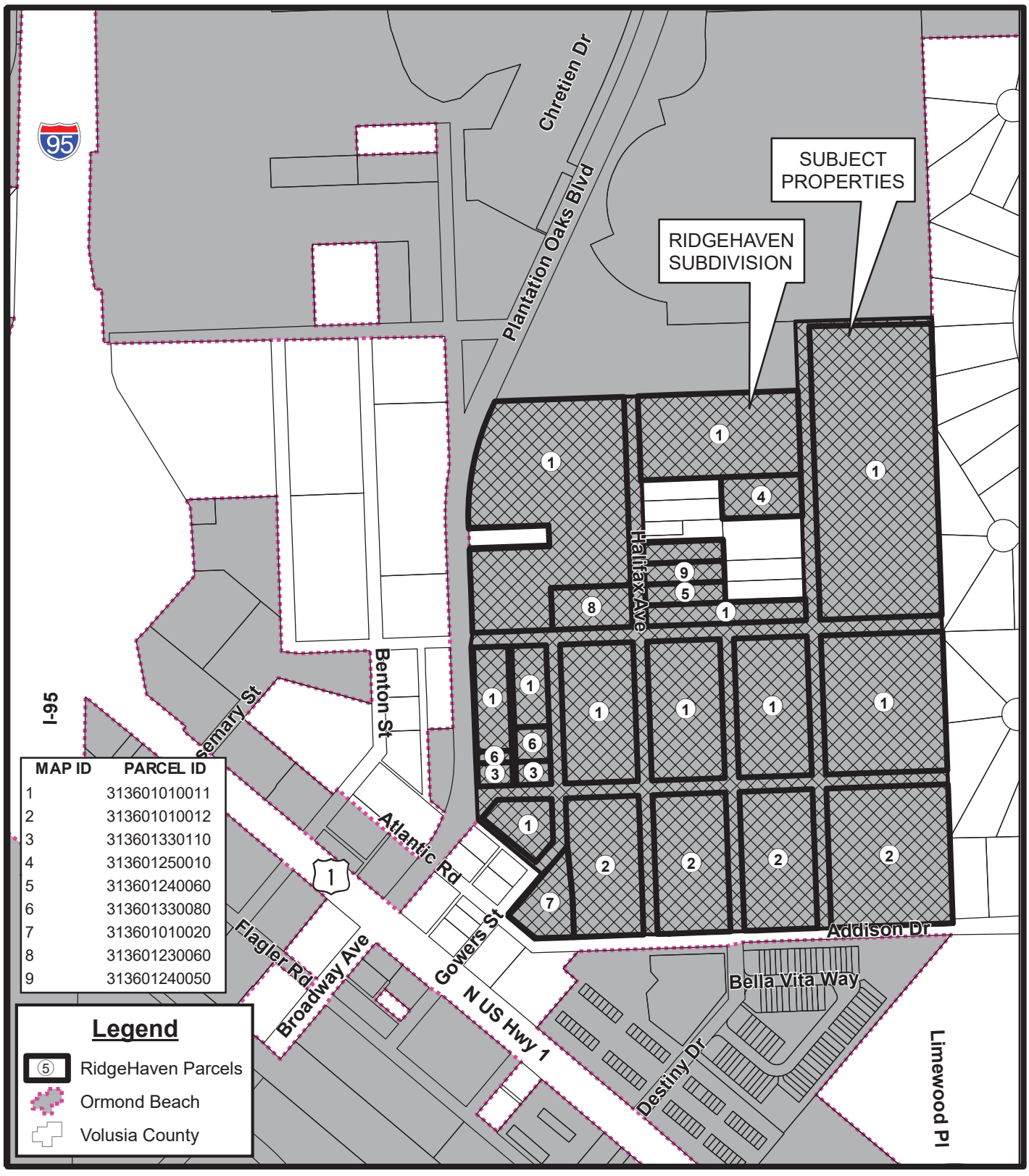
Maps of the project area



FUTURE LAND USE MAP
RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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PARCEL MAP
RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

N.T.S.

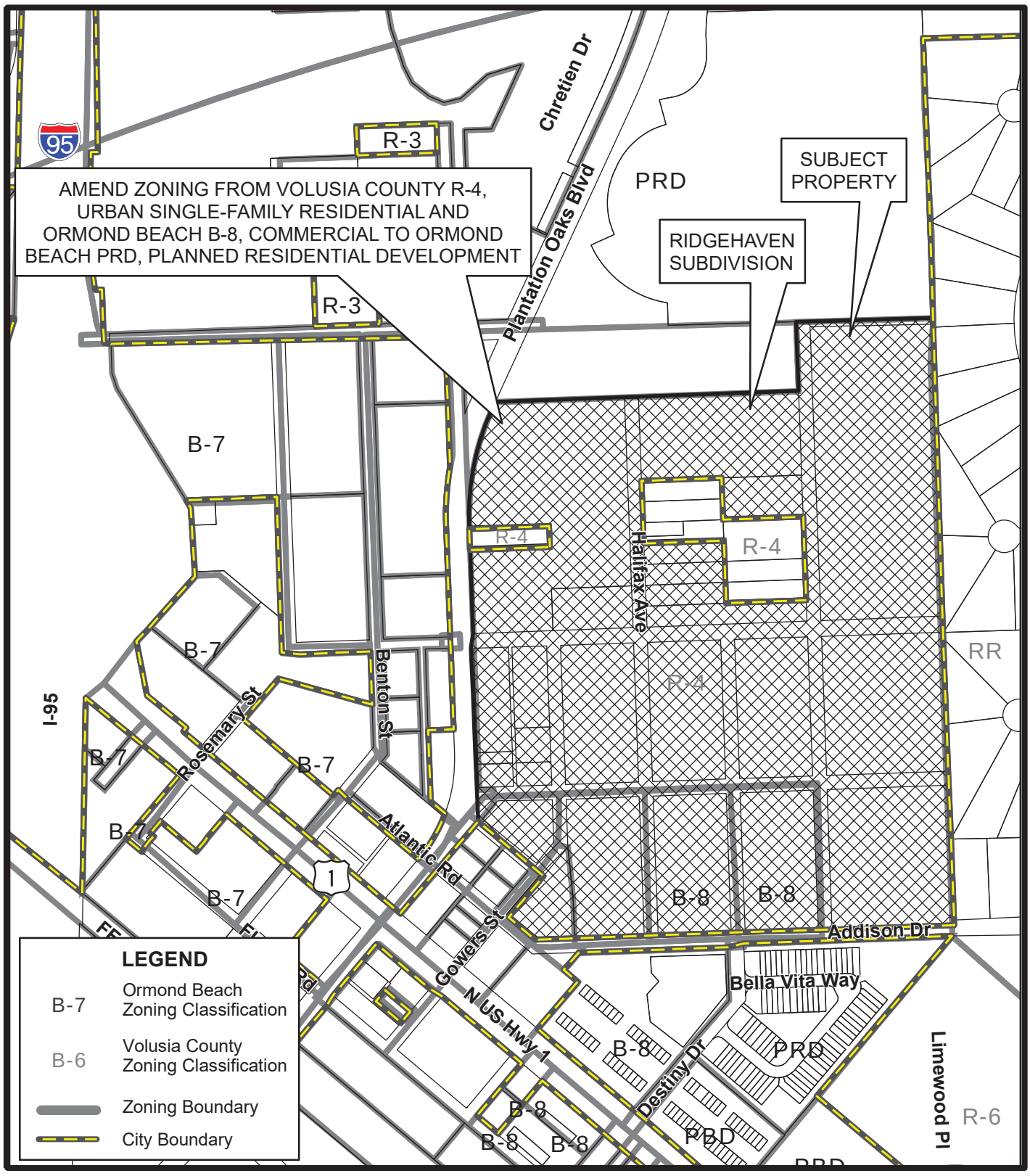


AERIAL MAP
RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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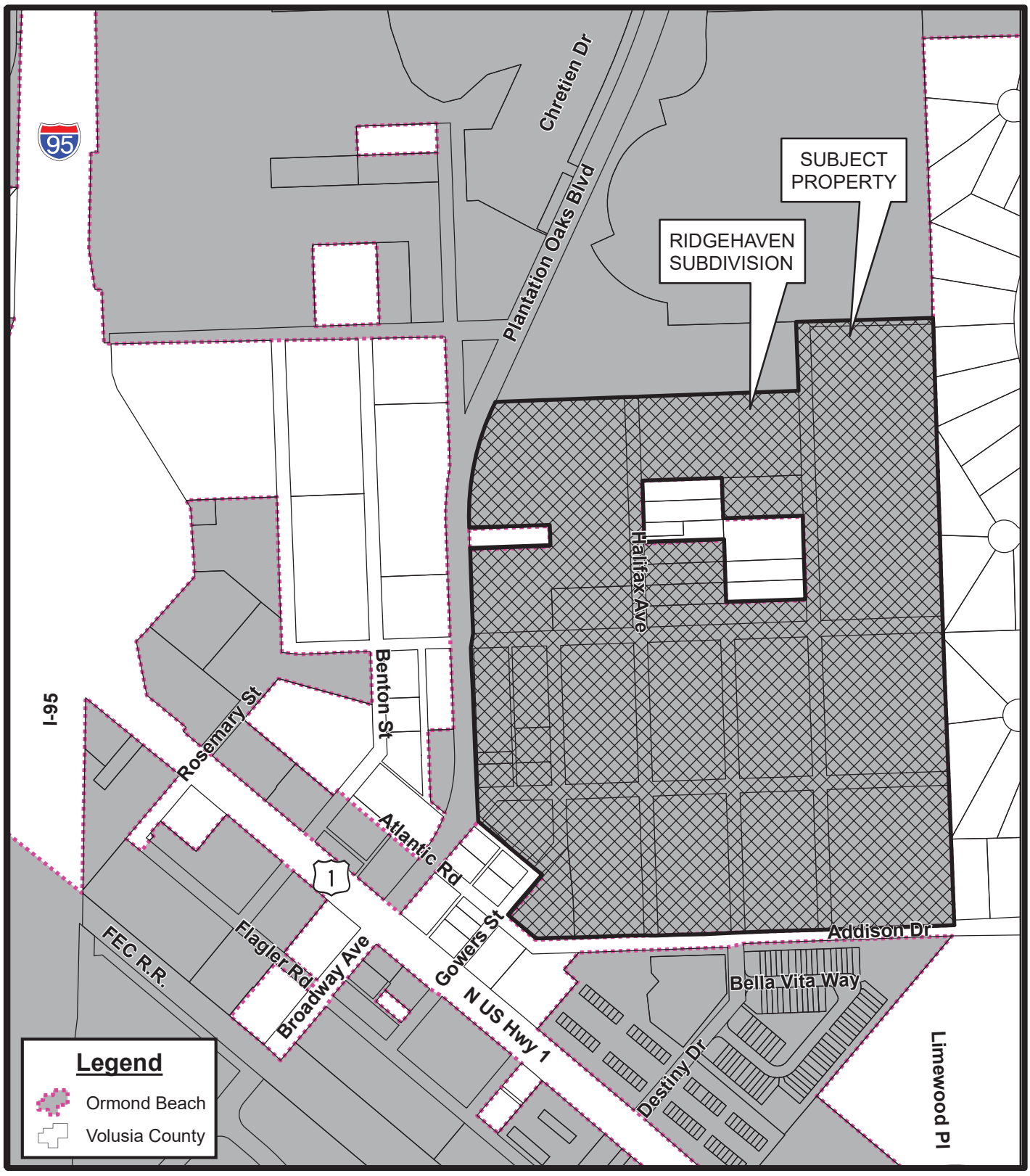
N.T.S.



ZONING MAP
RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

N.T.S.



LOCATION MAP
RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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ATTACHMENT 3

School concurrency

VOLUSIA COUNTY SCHOOLS

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

School Adequate Capacity Determination
Finding of Adequate Capacity Letter

December 16, 2022

Mr. Parker Mynchenberg, P.E. R.L.A.
Parker Mynchenberg & Associates, Inc
1729 Ridgewood Ave
Holly Hill, FL 32117

RE : Ridgehaven – City of Ormond Beach
School Capacity Review #22-11-28-003-A

Dear Mr. Mynchenberg:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the updated information for the proposed Ridgehaven associated with 103.45+/- acres of property located at or near the intersection of N US Hwy 1 and I-95 within Ormond Beach city limits. Proposed project would provide for two hundred and two (202) single family home units and ninety-six (96) multi-family duplex units.

The district uses a county wide Student Generation Rate (SGR) of (0.273) per single family dwelling unit and (0.127) per multi-family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate sixty-nine (69) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.273	202	56
Multifamily Dwelling Unit	0.127	96	13
Manufactured Home Dwelling Unit	0.047	0	0
	Total	**298**	**69**

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

FACILITIES SERVICES
3750 OLSON DRIVE • DAYTONA BEACH, FL 32124
PHONE: (386) 947-8786 • FAX (386) 506-5056

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Table 2

Schools	SY 2022/23 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Pine Trail Elementary	690	105%	No	29
Ormond Beach Middle	989	85%	No	17
Halifax CSA (Seabreeze High)	1,679	105%	No	20
Other				3

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at the elementary and high school levels. However, the level of service (LOS) standard for elementary school concurrency is 115% and 120% for high school concurrency service areas (CSAs). Additionally, Pine Trail Elementary is included in a rezoning effort in the near term. Based on this, the school district has no objections to the proposed development plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50709.
Sincerely,

Stephanie B. Doster,
Coordinator, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director, Planning and Construction
Steven S. Spraker, Director of Planning, City of Ormond Beach
Lisa V. Divina, Volusia County School Board Project File

VOLUSIA COUNTY SCHOOLS

Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Ridgehaven
VCSB Project #	**22-11-28-003-A**
Jurisdiction Project #	
Parcel ID Numbers	3136-01-01-0011; 3136-01-01-0012; 3136-01-33-0110; 3136-01-25-0010; 3136-01-24-0060; 3136-01-33-0080; 3136-01-01-0020; 3136-01-23-0060; 3136-01-24-0050
Project Location	N US Hwy 1 and I-95
Potential Residential Units	202 Single Family Homes and 96 Multi-Family Duplex Homes
Property Owner/Applicant	Parker Mynchenberg & Associates, Inc
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is <u>not</u> being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

Stephanie B. Doster
Coordinator, Planning

December 16, 2022
Issue Date

Created: 9/2007
Owner: Facilities Services

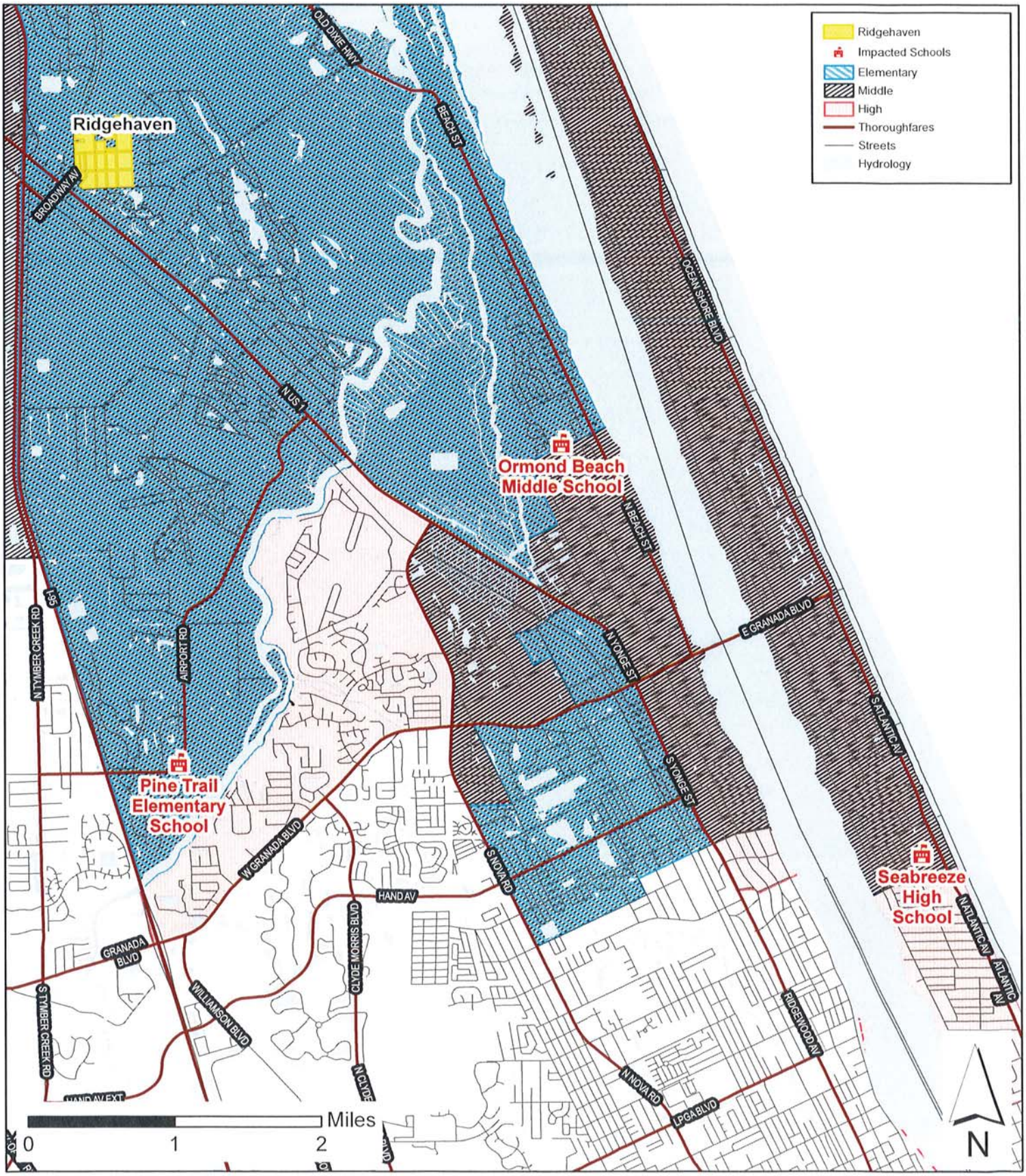
2007-073-VCS
Print Locally

VCSB Schools Impacted by Development

School Concurrency Review - Ridgehaven

VOLUSIA COUNTY SCHOOLS

Created by Facilities Services
December 2022



ATTACHMENT 4

Environmental information

- Environment Report
- St. Johns River Water Management District permit information

RIDGEHAVEN
VOLUSIA COUNTY, FLORIDA

ENVIRONMENTAL SUPPORT DOCUMENT

Prepared For:

St. Johns River Water Management District
Palm Bay Office
525 Community College Parkway, S.E.
Palm Bay, Florida 32909

Prepared By:

410 North Street
#130
Longwood, FL 32750

November 2022

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Figure 2: Topo Man
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Figure 4: Florida Land Use, Cover and Forms Classification (FLUCFCS) Map
Figure 5: Wetland Delineation Map
Figure 6: Site Plan
Figure 7: Secondary Impact Map

APPENDICES

Appendix A: Conservation Area Wetland Tables:

Table 1: Project Wetland (WL) and Other Surface Water (SW) Summary

Table 2: Project On-Site Mitigation Summary

Table 3: Project Off-Site Mitigation Summary

Appendix B: Part I - Qualitative Description of Assessment / Part II – Quantification of Assessment Areas

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

ENVIRONMENTAL SUPPORT DOCUMENT

RIDGEHAVEN
VOLUSIA COUNTY, FLORIDA

1.0 INTRODUCTION

The ±103.69-acre Ridgehaven Property is located immediately north of Addison Drive and east of Plantation Oaks Boulevard in Ormond Beach, Florida (Figure 1). More specifically, the subject property is located within Section 36 Township 13 South and Range 31 East of Volusia County, Florida.

The subject property contains mostly pine flatwood uplands with three forested wetland habitats on site.

The purpose of this application is to obtain a permit for wetland impacts associated with a residential development and stormwater management system consisting of five stormwater ponds.

This application is based on the attached site plan (Figure 6). The total project area is 103.69 acres, with wetlands totaling 8.04 acres. Three wetlands are present onsite and are located along the northern and western boundaries as well as in the center of the property.

Proposed wetland impacts total 1.745 acres and consists of four impact areas. As compensation, the applicant proposes to purchase mitigation bank credits. Figure 6 depicts the proposed wetland impacts.

This project site is within the Tomoka River hydrologic basin.

The project site was reviewed to determine the geological features of the landscape (e.g., soils and topography), to identify the remaining vegetative communities that occur within the project boundary, and to determine the occurrence of threatened and endangered flora and fauna within the parcel. The findings and conclusions of these studies are presented within this document.

2.0 SITE CHARACTERISTICS

2.1 TOPOGRAPHY

According to the U.S.G.S. 7.5 Minute Topographic Map, the project site elevations between 25 and 30 feet above sea level. The central wetland is depicted as well as an existing road that terminates within the central portion of the property (Figure 2).

2.2 SOILS

Soil composition information for the subject site was obtained from the *Soils Survey of Volusia County, Florida*, United States Department of Agriculture; Soil Conservation Service (Figure 3). Five (05) soil types lie within the subject site of which, two (02) soil type (Basinger fine sand, frequently ponded and Pomona-St. Johns complex) are considered hydric.

2.3 VEGETATIVE COMMUNITY ANALYSIS

Pedestrian surveys of the project site were conducted in order to qualitatively document the existing vegetation and to assess the present land use patterns according to the *Florida Land Use, Cover and Forms Classification System, Department of Transportation* (FLUCFCS; DOT 1999). Four (04) land-use types were determined for the project site. A brief description of each FLUCFCS community is provided below (Figure 4).

411 – Pine Flatwoods

Theis is the largest habitat type found within the project site and is densely forested. Canopy species are dominated by longleaf pine (*Pinus palustris*) and slash pine (*Pinus elliottii*). Groundcover consisted of dense saw palmetto (*Serenoa repens*), wire grass (*Aristida stricta*), and bracken fern (*Pteridium aquilinum*).

513 – Ditch

Located along the southern boundary there is a roadside ditch. Vegetation observed includes soft rush (*Juncus effuses*), wax myrtle (Myrica cerifera), primrose willow (*Ludwigia peruviana*), slash pine, and some cattail (*Typha spp*.).

625 – Hydric Pine Flatwoods

Found throughout the project site, these wetlands are isolated. The largest of these habitats is located within the center of the project site. During the site visit these wetlands contained little to no standing water. Vegetation observed consists of slash pine, wax myrtle, red maple (*Acer rubrum*), cabbage palm (*Sabal palmetto*), cinnamon fern (*Osmunda cinnamomea*), red root (*Lachnanthes caroliana*) and little blue maiden cane (*Amphicarpum muehlenbergianum*).

814 – Roads and Highways

There is a paved road running from the south to the north that terminates at the out parcel located within the center of the subject property.

3.0 THREATENED AND ENDANGERED SPECIES

3.1 METHODOLOGY

Pedestrian and vehicular transects were conducted throughout 100% of the site to assess the occurrence, or potential for occurrence, of flora and fauna listed as threatened, endangered, or as species of special concern by the Florida Fish and Wildlife Conservation Commission (FWC) and the U. S. Fish and Wildlife Services (USFWS). Various resources were employed to assist with the survey. These resources included ArcGIS aerial maps; Florida Natural Areas Inventory and Official Lists of Endangered and Potentially Endangered Fauna and Flora in Florida (FWC).

3.2 Fauna

Approximately 35 species (and sub-species) of birds found in Florida are protected by the FWC and/or the USFWS. For Volusia County, the USFWS federally lists five (5) bird species. No listed birds were observed at this site (Table 1).

Florida scrub jays (*Aphelocoma c. coerulescens*) were not observed on the project site. This species is listed as threatened at the state and federal levels. The property does not contain scrub habitat. The guidelines outlined in the Ecology & Development-Related Habitat Requirements of the Florida Scrub Jay (April 1991) were reviewed prior to the site visit to aid with the habitat assessment. No scrub jays were observed, or vocalizations heard.

ECS reviewed both the mapped locations of known Florida scrub jays and the mapped areas of habitat per Volusia County. The project is not within the mapped scrub jay habitat range or adjacent to known occupied habitat.

Red-cockaded woodpeckers (*Picoides borealis*) are listed as endangered (USFWS) and endangered (FWC). No red-cockaded woodpeckers were observed, and the upland habitat type is not suitable. The onsite pines are not considered old-growth pines that characterize RCW nesting and foraging habitat. In addition, the understory vegetation is too tall and dense.

Listed wading birds such as limpkin (*Aramus guarauna*), little blue heron (*Egretta caerulea*), tricolored heron (*Egretta tricolor*), white ibis (*Eudocimus albus*) and wood stork (*Mycteria americana*) were not observed. There are wetlands present onsite. The onsite wetland habitats provide poor wading bird habitat. No wading bird nests were observed.

Bald eagles (*Haliaeetus leucocephalus*) or their nests were not observed on the site. Bald eagles are protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act.

The USFWS has established a 660-foot protection zone around a bald eagle nest.

ECS searched the FWC website and the Audubon's Eagle Watch website to determine if any documented bald eagle nests are within 660 feet of the project site. There are no reported bald eagle nest in close proximity to the project site. ECS did not observe any bald eagle nests anywhere within the property boundaries. Therefore, the project site is outside of the 660-foot eagle nest protection zone and the development will not affect any bald eagle nests.

No other listed raptors such as Southeastern American kestrels (*Falco sparverius paulus*) or Arctic peregrine falcons (*Falco peregrinus tundrius*) were observed on or around the site. There is no foraging habitat for kestrels. No birds were observed on or offsite at the time of the survey.

Florida sandhill cranes (*Grus canadensis pratensis*), a Threatened Species, were not observed within the project boundaries.

About thirty (30) species of Florida's amphibians and reptiles are protected. For Volusia County, the USFWS federally lists four (4) reptile species. No listed reptile or amphibian species were observed within the project boundaries.

A 100% survey was conducted throughout the property for gopher tortoises (*Gopherus polyphemus*), a species listed by the FWC as a Threatened. Eight (08) gopher tortoise burrows were observed throughout the property. The applicant will obtain a conservation permit to relocate the onsite gopher tortoise population to an approved longterm protected gopher tortoise recipient site.

Several commensal species associated with gopher tortoise burrows, including the gopher frog (*Rana capito*) and eastern indigo snake (*Drymarchon corais couperi*) also receive protection, but were not observed.

Thirty-three (33) mammals are currently protected in Florida. For Volusia County, the USFWS federally lists no mammal species.

ECS searched for the presence of the Southern fox squirrels (*Sciurus niger niger*) and the Florida mouse (*Podomys floridanus*) and their possible den or nest sites. The presence of gopher tortoise burrows increases the likelihood for the Florida mouse.

3.3 Flora

There were no protected plant species found on the project site (Table 2).

Currently, there are no technical reports available by the state or federal agencies mentioned in this letter report for the survey of the nearly 400 protected plant species.

None of the agencies require relocation or mitigation for protected plant species.

The Department of Agriculture and Consumer Services (DACS) designates and regulates plants listed as "endangered," "commercially exploited" and "threatened."

There is no statutory prohibition against a landowner from harvesting an endangered or threatened plant from his property.

However, it is unlawful for an individual to harvest an endangered or threatened species from the private land of another or any public land without first obtaining written permission of that landowner and a permit from DACS.

3.4 REGULATORY REVIEW

U. S. Fish and Wildlife Service

The U.S. Fish and Wildlife Service (USFWS) is the federal agency responsible for protecting the nation's fish and wildlife resources through implementation of the Endangered Species Act of 1973, as amended ("ESA"), 16 U.S.G. 1531-1543. The USFWS has responsibility for terrestrial and freshwater species. In Florida, 104 species are federally listed as threatened and endangered.

Florida Fish and Wildlife Conservation Commission

Article IV, Section 9 of the Florida Constitution authorizes the Florida Fish and Wildlife Conservation Commission (FWC) to "exercise the regulatory and executive powers in the state with regard to the wild animal life and freshwater aquatic life..." The FWC regulates the taking of individuals listed as endangered, threatened, or of special concern and their nests. The FWC also provides technical assistance to other agencies that have regulatory authority over activities, which may affect fish and wildlife and their habitat. The regulatory role of the FWC is currently restricted to protecting animals, not their habitats. However, current FWC policies allow for habitat protection as compensation for the "taking" of individuals of the species. The FWC Office of Environmental Services (OES) provides technical assistance to other agencies that regulate development activities. These agencies include the Department of Community Affairs, the Department of Environmental Protection, the U.S. Army Corps of Engineers, water management districts, regional planning councils and local governments. Currently, the FWC lists 106 species of animals.

Florida Department of Agriculture and Consumer Services

In Section 581.185, F. S., the Florida Legislature delegated to the Department of Agriculture and Consumer Services (FDA) authority to designate and regulate

plants listed as “endangered,” “commercially exploited” and “threatened.” There is no statutory prohibition against a landowner from harvesting an endangered or threatened plant from its own property. It is unlawful for an individual to harvest from the private land of another or any public land without first obtaining written permission of the landowner and a permit from FDA. Harvesting three or more commercially exploited plants will also require an FDA permit.

4.0 WETLAND ANALYSIS

A total of three wetlands are present onsite. The onsite wetlands consist of shallow hydric pine flatwoods that were historically isolated, flowing together only over low upland flow ways during the wet season. Isolated pools of water were observed during the site visit. There is a large ditch system present along the roadside to the south. Hydroperiods have been reduced to the extent that most portions of the wetlands do not flood deeply or persistently. Deep roadside ditches likely divert groundwater influxes that historically contributed to wetland hydroperiods.

Wetland No. 1 (6.76 acres), located on the center of the property boundary, is of moderate quality and typical of the wetlands found in inner Volusia County. It contained little to no standing water, with limited amounts of vegetation. Hydric soils were observed. This wetland is isolated.

Wetland No. 2 (0.25 acres), located along the northern boundary of the project site, consists of a small portion of a much larger wetland that extends offsite to the north. This is the highest quality wetland located on site. Native wetland vegetation was present throughout. Standing water was present. Although this wetland extends offsite, it is, overall, isolated.

Wetland No. 3 (0.977 acres), located on the western boundary of the project site, is of moderate quality and typical of the wetlands found in inner Volusia County. It contained little to no standing water, with limited amounts of vegetation. Hydric soils were observed. This wetland is isolated.

All of the wetlands are naturally occurring wetlands with very few nuisance or exotic species present.

4.1 IMPACT AVOIDANCE AND MINIMIZATION ANALYSIS

Avoidance and minimization (reduction of wetland impacts) to the onsite wetlands has been achieved by the design of site plan. Proposed wetland impacts have been limited to the perimeters of the centrally located wetland as well as the wetland that extends into the north property boundary. Additionally, a small, isolated wetland located on the west side of the property is also proposed for impacts. The applicant has avoided the higher quality wetland habitats while limiting impacts to the wetland edge habitat.

Due to the location and shape of the onsite wetlands, impacts are unavoidable. Proposed wetland impacts to Wetland No. 1 (interior wetland) are necessary for lot development. The interior road, adjacent to the south side of Wetland No. 1 cannot be shifted or the six lots contoured to avoid impacting the wetland. Two additional lots will impact a small portion of the east side of Wetland No. 1.

A small impact area is proposed to the southern perimeter of Wetland No. 2. Again, the applicant considered alternative designs to shift interior roads to avoid wetland impacts, however the is no opportunity since there are outparcels within the center of the property that must be avoided, and road safety standards and setbacks requirements must be met per City requirements. The location of Wetland No 2 combined with the outparcels, limits the available developable area.

The impacts to Wetland No. 3 are necessary for access into the residential development.

Development of the subdivision is proposed in the upland portion of the property. Interior roads and stormwater ponds (a total of five) have all been designed to avoid the highest quality onsite wetland habitats. Approximately 6.15 acres of onsite wetlands will be preserved. There are four wetland impacts proposed.

The remaining onsite wetland habitat and corresponding upland buffers will continue to provide habitat for wildlife species.

The proposed impact to wildlife and fish is considered minimal. The applicant does propose mitigation that provides regional ecological value.

4.1.1 Wetland Impacts

The wetland impacts associated with the proposed development are shown in Figure 6. Approximately 1.745 acres of impacts are proposed.

Wetland Impact Area 1 – 0.065 acres (2,831.4 sf.)
Wetland Impact Area 2 – 0.453 acres (19,715 sf.)
Wetland Impact Area 3 – 0.25 acres (10,890 sf.)
Wetland Impact Area 4 – 0.977 acres (42,571 sf.)

Wetland Impact Area 1 is located on the east side of Wetland No. 1. This impact is necessary for construction of a dry retention as well as two lots. The impact area has poor hydrology. Vegetation species consisting of slash pine, laurel oak, cabbage palm, little blue maiden cane, red root.

Wetland Impact Area 2 is located on the south side of Wetland No. 1. This impact is necessary for construction of a dry retention as well as six townhome lots. The impact area has poor hydrology. Vegetation species consisting of slash pine, laurel oak, cabbage palm, little blue maiden cane,

red root.

Wetland Impact Area 3 is located on the south side of Wetland No. 2. This impact is necessary for construction of a dry retention. This wetland contains native wetland vegetation as well as standing water. Vegetation species consisting of slash pine, laurel oak, red maple, and little blue maiden cane.

Wetland Impact Area 4 is to the entirety of Wetland No. 3. This impact is necessary for construction of an entrance road as well as seven lots. This wetland contains a dense tree canopy consisting of slash pine and laurel oak.

Mitigation is proposed for the 1.745 acres of wetland impacts (Wetland Impact Areas 1-4). These impacts will be compensated for by credits from a mitigation bank.

4.2 SECONDARY AND CUMULATIVE IMPACTS

The criteria within Sections 4.2.7 and 4.2.8 of the SJRWMD Applicants Handbook could be reviewed to provide reasonable assurances that any proposed wetland impacts would not result in adverse secondary or cumulative impacts to the water resources associated with this project.

Secondary impacts were assessed for Wetland Impact Areas 1,2 and 3. Secondary impacts were not assessed for Wetland Impact Area 4 since the entirety of this wetland is proposed for impacts. Therefore, secondary impacts were assessed for 0.768 acres of wetland impacts. The distance of the impact areas and a depth of 100 feet was used to determine the limits of secondary impacts and is discussed under Section 5.3.

Secondary impact items are addressed below according to their corresponding 12.2.7, A.H., subsection.

(a). The applicant proposed to preserve an upland buffer around the remaining onsite wetland perimeters to preclude secondary impacts as allowed by Section 12.2.7 (a), A.H.

(b). No on-site uplands could be considered to provide significant habitat for listed species.

(c). No historical and archaeological resources are known or likely to occur on the site (previous FL Division of Historical Resources, December 27, 2004, for a previously permitted portion of the subject property); and

(d). This permit application and subsequent Environmental Resource Permit addresses all impacts within the project.

No listed species were identified within or adjacent to the project area. Impacts to the upland-nesting habitat of listed species that are aquatic or wetland dependent are not expected to occur.

The proposed mitigation offsets the project's adverse impacts, and it is in the same drainage basin; therefore, the project complies with 12.2.8, ERP A.H.

5.0 UNIFORM MITIGATION ASSESSMENT METHOD

Per subsection 373.414(18), F.S., a uniform mitigation assessment method (UMAM) was employed to determine the amount of mitigation needed to offset adverse impacts to wetlands and other surface waters and\or to award and deduct mitigation bank credits.

The standardized procedures for assessing the functions provided by wetlands and other surface waters, the amount that those functions are reduced by a proposed impact and the amount of mitigation necessary to offset wetland and surface water loss, were adhered to as outlined in Chapter 62-345.

A qualitative description, per Section 62-345.00.400, F.A.C. (referred to as Part I) and quantification of assessment areas, per Sections 62-345.500 and .600, F.A.C. (referred to as Part II) was conducted for the onsite wetland. Reasonable scientific judgment was used when applying this method.

5.1 Part I – Qualitative Description of Impact Area

The information provided on the data sheets (Appendix B) has been previously discussed in this document. Please refer to the vegetative descriptions under Section 2.3 “Vegetative Community Analysis” and Section 3.3 “Listed Species Survey Results” for detailed information as summarized on the data sheet.

5.2 Part II – Quantification of Impact Assessment Area

Four (04) assessment area was analyzed to determine the degree to which the assessment area provides the functions identified in Part I and the amount of function lost or gained by the project for the impacted jurisdictional onsite wetlands. The areas chosen represent wetland vegetation, soils and hydrology of the onsite wetland and upland buffer and include existing sub-canopy and groundcover vegetative species. The assessment area represents current conditions of the existing onsite wetland and upland buffer. Three categories of indicators of wetland function were scored to the extent that they affect the ecological value of the assessment areas. These indicators include: 1) location and landscape support, 2) water environment and 3) community structure.

Wetland Assessment Area 1 is the 0.065 acres of impact to the perimeter of the on-site wetland (Wetland No. 1). The current condition of the impact area was

assessed and a delta of 0.67 was determined. Multiplying the delta (0.67) with the impact acreage (0.065) yielded a functional loss (FL) of 0.044. Please see the data sheet for the individual information determined for the three indicators of wetland function (Appendix B).

Wetland Assessment Area 2 is the 0.453 acres of impact to the perimeter of the on-site wetland (Wetland No. 1). The current condition of the impact area was assessed and a delta of 0.67 was determined. Multiplying the delta (0.67) with the impact acreage (0.453) yielded a functional loss (FL) of 0.304. Please see the data sheet for the individual information determined for the three indicators of wetland function (Appendix B).

Wetland Assessment Area 3 is the 0.25 acres of impact to the perimeter of the on-site wetland (Wetland No. 2). The current condition of the impact area was assessed and a delta of 0.63 was determined. Multiplying the delta (0.63) with the impact acreage (0.25) yielded a functional loss (FL) of 0.158. Please see the data sheet for the individual information determined for the three indicators of wetland function (Appendix B).

Wetland Assessment Area 4 is the 0.977 acres of impact to Wetland No. 3. The current condition of the impact area was assessed and a delta of 0.6 was determined. Multiplying the delta (0.6) with the impact acreage (0.977) yielded a functional loss (FL) of 0.586. Please see the data sheet for the individual information determined for the three indicators of wetland function (Appendix B).

The functional loss for the proposed wetland impacts is 1.092.

5.3 Secondary Impacts

Secondary impacts were assessed for Wetland No. 1 & 2. Since the entirety of Wetland No. 3 will be impacted and is isolated, no secondary impacts were assessed.

More specifically, secondary impacts were assessed along the boundary of each wetland impact area. Approximately 813 linear feet by an average depth of 100 feet was assessed for secondary impacts or 2.24 acres.

The current condition of the secondary impact area (Wetland No.1) was assessed and a score of 0.67 was determined. A score of 0.6 was determined for the without condition. The difference is a delta of 0.07. Multiplying the delta (0.07) with the impact secondary acreage (0.992) yielded a functional loss (FL) of 0.069. Please see the data sheet for the individual information determined for the three indicators of wetland function (Appendix B).

The current condition of the secondary impact area (Wetland No.2) was assessed and a score of 0.67 was determined. A score of 0.6 was determined for the

without condition. The difference is a delta of 0.07. Multiplying the delta (0.07) with the impact secondary acreage (1.247) yielded a functional loss (FL) of 0.087. Please see the data sheet for the individual information determined for the three indicators of wetland function (Appendix B).

The functional loss for the proposed secondary wetland impact is 0.156.

The combined functional loss for the direct and secondary impacts is 1.248.

6.0 PROPOSED MITIGATION

The loss of wetland function due to the proposed impacts can be sufficiently mitigated with the purchase of mitigation credits. The proposed mitigation plan will more than compensate for the loss of the aforementioned wetland areas. The onsite wetlands are not proposed as mitigation since the largest wetland (Wetland No. 1) is isolated and will be surrounded by development.

Approximately 1.248 freshwater forested mitigation bank credits will be purchased from the Farmton Mitigation Bank.

7.0 SUMMARY

As previously discussed, approximately 1.745 acres of wetland impacts are proposed. Mitigation is proposed for 1.745 acres of proposed wetland impacts, and 2.24 acres of proposed secondary impacts. A total functional loss of 1.248 was determined for the direct impacts and secondary impacts to onsite wetlands.

Mitigation will be provided through the purchase of 1.248 credits from Farmton Mitigation Bank. Once District staff has approved the credit amount, a reservation letter will be obtained from the mitigation bank and provide to District staff.

FIGURES



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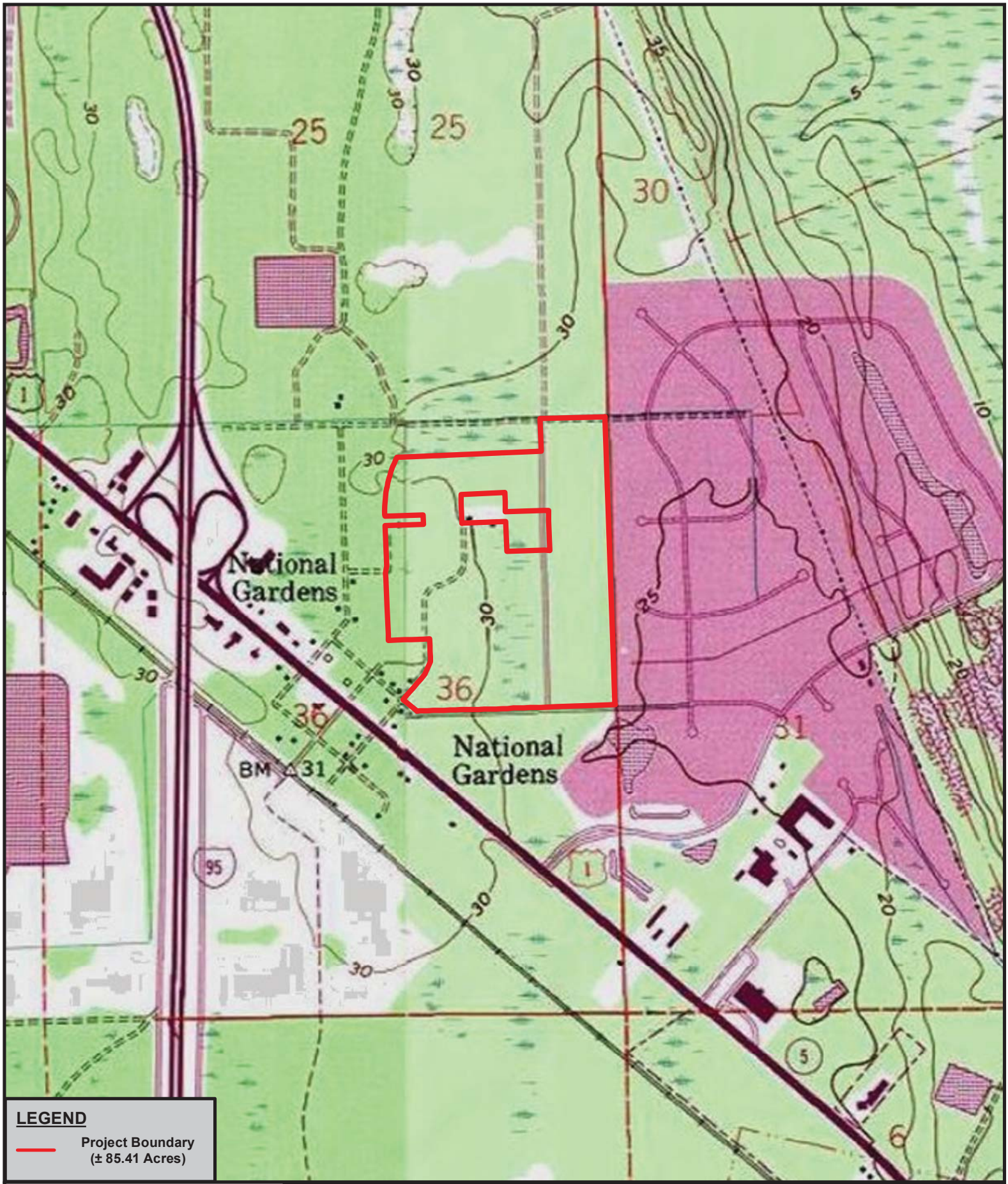
RIDGEHAVEN
VOLUSIA COUNTY, FLORIDA
LOCATION MAP

PROJECT #: 770.05.21 **DATE: 01/22/21** **FIGURE #: 1**

0 1,000 2,000 4,000 6,000 8,000 Feet

N

235 N. Hunt Club Blvd. Suite 202
Longwood, Florida 32779
Office: (407) 869-9434 Fax: (407) 869-9436
CKrack@ecsfl.cc



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RIDGEHAVEN
VOLUSIA COUNTY, FLORIDA
TOPO MAP

PROJECT #: 770.05.21 **DATE: 05/03/21** **FIGURE #:2**

0 400 800 1,600 2,400 Feet

N

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LEGEND

Project Boundary
(± 85.41 Acres)

8 - Basinger fine sand, frequently ponded, 0 to 1 percent slopes

13 - Cassia fine sand, 0 to 2 percent slopes

17 - Daytona sand, 0 to 5 percent slopes

32 - Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes

51 - Pomona-St. Johns complex

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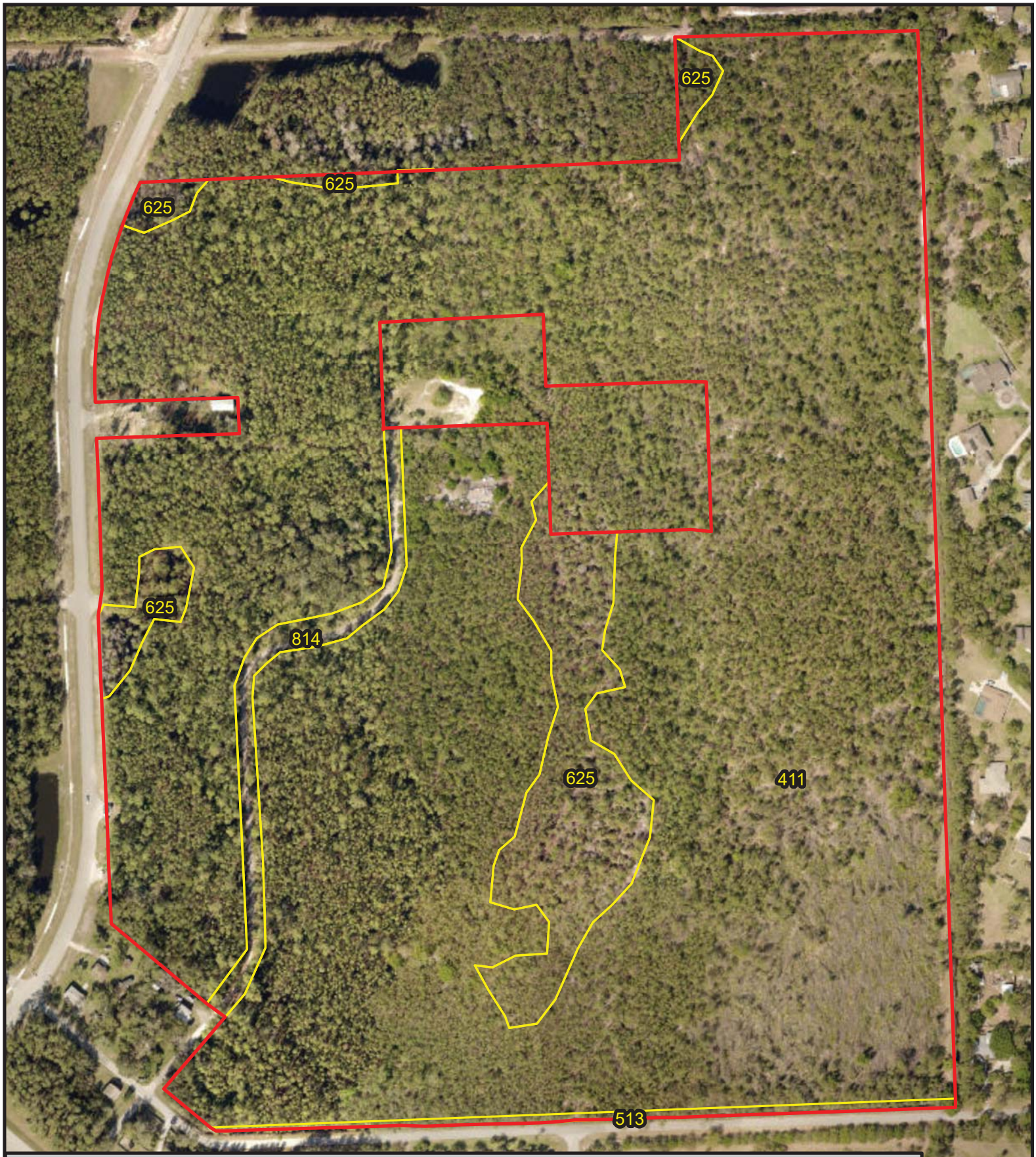
RIDGEHAVEN
VOLUSIA COUNTY, FLORIDA
NRCS SOILS MAP

PROJECT #: 770.05.21 DATE: 05/03/21 FIGURE #:3

0 400 800 Feet

N

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LEGEND

Project Boundary (± 85.41 Acres) 411 Pine Flatwoods 513 Ditch 625 Hydric Pine Flatwoods 814 Roads and Highways

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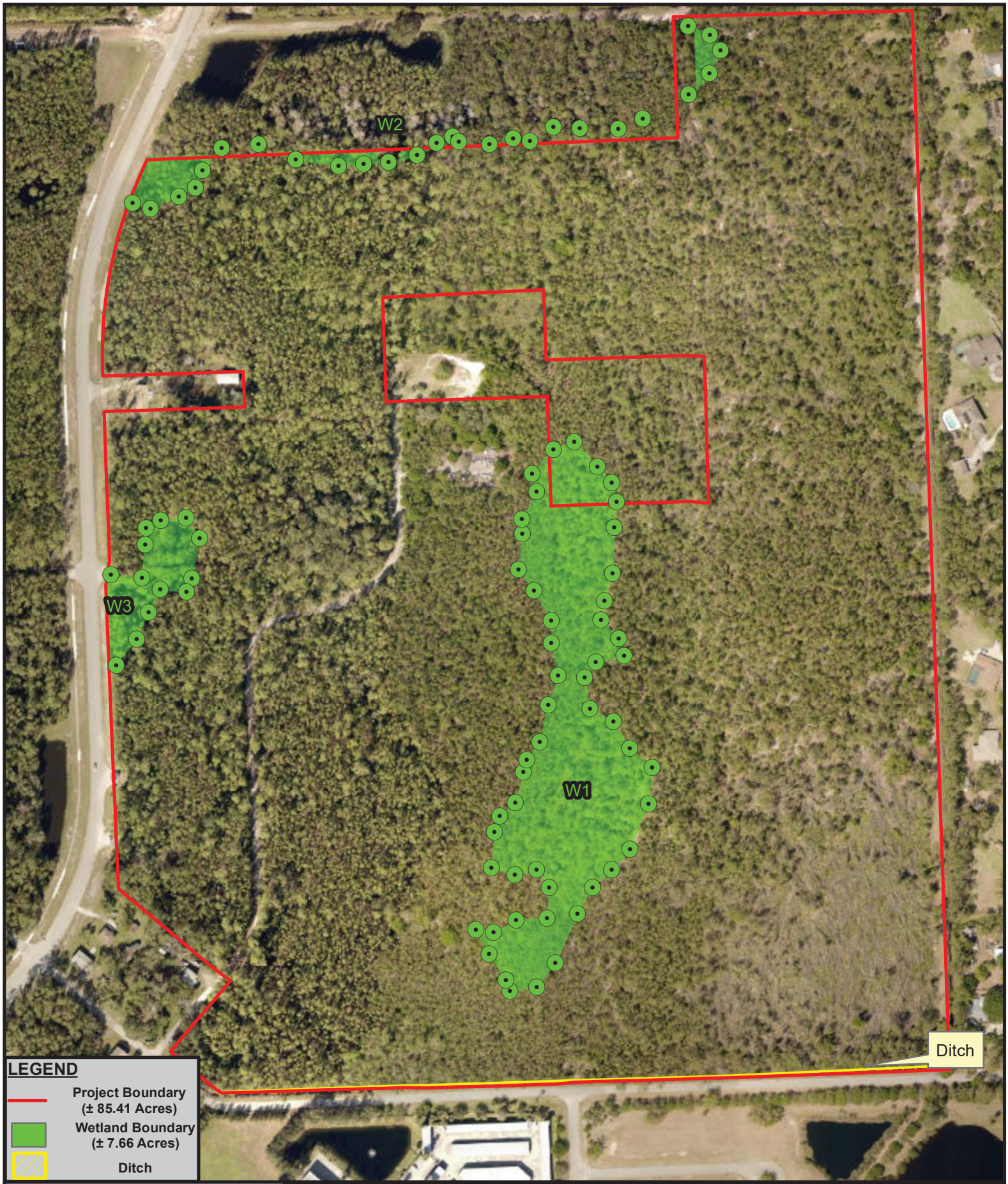
RIDGEHAVEN
VOLUSIA COUNTY, FLORIDA
FLUCFCS MAP

PROJECT #: 770.05.21 DATE: 05/03/21 FIGURE #:4

0 400 800 Feet

N

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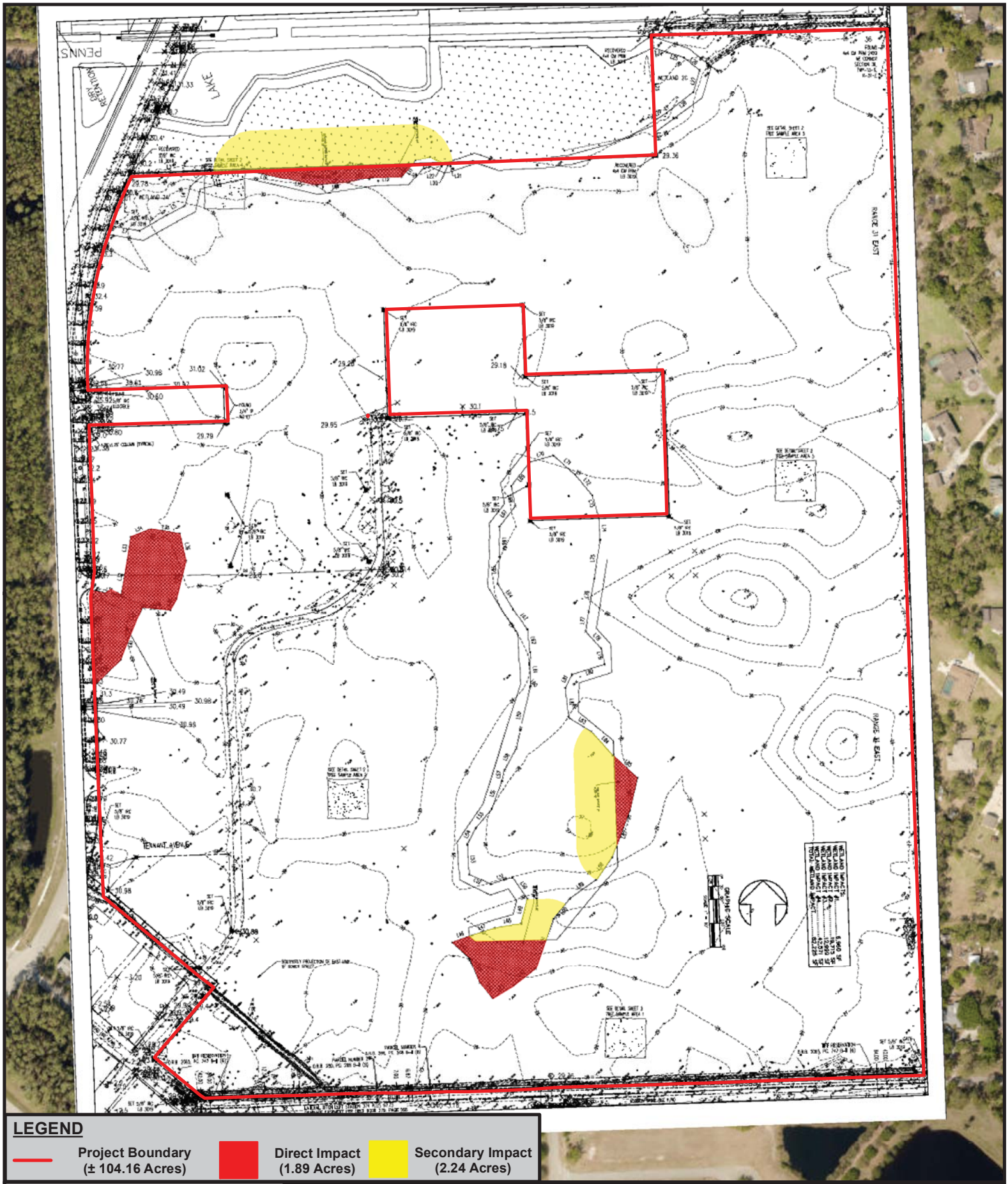
RIDGEHAVEN
VOLUSIA COUNTY, FLORIDA
WETLAND MAP

PROJECT #: 770.05.21 **DATE: 05/03/21** **FIGURE #:5**

0 400 800 Feet

N

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RIDGEHAVEN
VOLUSIA COUNTY, FLORIDA
AERIAL MAP

PROJECT #: 770.05.21 DATE: 05/03/21 FIGURE #:7

0 400 800 Feet

N

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APPENDIX A

Appendix B

Table 1: PROJECT WETLAND (WL) AND OTHER SURFACE WATER (SW) SUMMARY

WL & SW ID	WL & SW TYPE (FLUCFCS)	WL & SW SIZE (acres)	WL& SW NOT IMPACTED	TEMPORARY WL & SW IMPACTS			PERMANENT WL & SW IMPACTS			MITIGATION ID
				WL & SW TYPE	IMPACT SIZE	IMPACT CODE	WL & SW TYPE (FLUCFCS)	IMPACT SIZE	IMPACT CODE	
Wetland 1	625	6.76	6.24				625	0.518	F	Credits
Wetland 2	625	0.25	0.00				625	0.25	F	Credits
Wetland 3	625	0.977	0.00				625	0.977	F	Credits
PROJECT TOTALS:		7.987	6.24					1.745		

Comments:
CODES (multiple entries per cell not allowed):
Wetland Type: from an established wetland classification system (see Section E, 111b.)
Impact Type: D=Dredge; F=Fill; H=change hydrology; S=shading; C=clearing; O=other

Reviewer:__Nicole Martin_____

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Table 2: PROJECT ON-SITE MITIGATION SUMMARY

MITIGATION ID	CREATION		RESTORATION		ENHANCEMENT		WETLAND PRESERVE		UPLAND PRESERVE		OTHER	
	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TYPE	AREA	TYPE	AREA	TYPE
None Proposed												
PROJECT TOTALS												

CODES (multiple entries per cell not allowed):
Target Type or Type=target or existing habitat type from an established wetland classification system or land use classification for non-wetland mitigation

Reviewer:_____

FROM NUMBER 40C-4.900(1) Pg 9 of 1

Table 3: PROJECT OFF-SITE MITIGATION SUMMARY

MITIGATION ID	CREATION		RESTORATION		ENHANCEMENT		WETLAND PRESERVE		UPLAND PRESERVE		OTHER	
	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TYPE	AREA	TYPE	AREA	TYPE
Farmton Mitigation Bank											1.248	credits
PROJECT TOTALS											1.248	

CODES (multiple entries per cell not allowed):
Target Type or Type=target or existing habitat type from an established wetland classification system or land use classification for non-wetland mitigation

Reviewer:_____

FROM NUMBER 40C-4.900(1) Pg 9 of 1

APPENDIX B

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
RidgeHaven		Wetland Impact Area 1

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
FLUCFCS 625		Impact	0.065 acres

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
Palatlakaha River Nested	Class III	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

The ±103.69-acre Ridgehaven Property is located immediately north of Addison Drive and east of Plantation Oaks Boulevard in Ormond Beach, Volusia County Florida. The subject property contains mostly pine flatwood uplands with three forested wetland habitats on site.

The onsite wetlands consist of shallow hydric pine flatwoods that were historically isolated, flowing together only over low upland flow ways during the wet season.

The Tomoka River is located to the east of the property.

Assessment area description

Wetland No. 1, located on the center of the property boundary, is of moderate quality and typical of the wetlands found in inner Volusia County. It contained little to no standing water, with limited amounts of vegetation. Hydric soils were observed. This wetland is isolated. Wetland Impact Area 1 is located on the east side of Wetland No. 1. This impact is necessary for construction of a dry retention as well as two lots. The impact area has poor hydrology.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
The Tomoka River is located to the east of the property.	This impact area (wetland habitat) not unique or rare in relation to the regional landscape.

Functions	Mitigation for previous permit/other historic use
Provides wildlife habitat for local species, water quality from runoff	none

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
reptiles, songbirds, and mammals	none found in Volusia County

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

none

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
Chris Krack	12-January-2022

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
RidgeHaven		Wetland Impact 1
Impact or Mitigation	**Assessment conducted by:**	**Assessment date:**
Wetland Impact - 0.065 acres	Chris Krack	12-January-22

Scoring Guidance
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed

Optimal (10)	Moderate(7)	Minimal (4)	Not Present (0)
Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

.500(6)(a) Location and Landscape Support	w/o pres or current: **7**	with: 0
Support for wildlife species outside of Assessment Area is moderate. Provides some benefits, adverse impacts from upland land uses outside of Assessment Area, no connection to offsite wetlands, uplands provides habitat for protection, uplands to be developed.		
.500(6)(b)Water Environment (n/a for uplands)	w/o pres or current: **7**	with: 0
Standing water was not present in the AA (wetland fringe), shallow standing water is present in the wetland interior, uplands are dense pine flatwoods, no alteration to points of discharge, no evidence of flow rates, no evidence of fire, nuisance and exotic species in small numbers, no wading birds observed in Assessment Area, some native desirable wetland plant species. Canopy dense, light penetration is poor for herbaceous and shrubby species.		
.500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community	w/o pres or current: **6**	with: 0
Canopy is dense, some shrub cover, some desirable wetland species, some nuisance and exotic species. Adjacent uplands consist of dense pine and saw palmetto, reduction of regeneration/recruitment, age, size and distribution, some snags present, topo features show this as a low lying area within the project site, no evident land management practices.		

Score = sum of above scores/30 (if uplands, divide by 20)	current or w/o pres	with
	0.67	0

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas
FL = delta x acres = 0.6**7** X 0.065=**0.044**

Delta = [with-current]
0.67

If mitigation
Time lag (t-factor) =
Risk factor =

For mitigation assessment areas
RFG = delta/(t-factor x risk) =

Form 62-345.900(2), F.A.C. [effective date 02-04-2004]

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
RidgeHaven		Wetland Impact Area 2

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
FLUCFCS 625		Impact	0.453 acres

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
Palatlakaha River Nested	Class III	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

The ±103.69-acre Ridgehaven Property is located immediately north of Addison Drive and east of Plantation Oaks Boulevard in Ormond Beach, Volusia County Florida. The subject property contains mostly pine flatwood uplands with three forested wetland habitats on site.

The onsite wetlands consist of shallow hydric pine flatwoods that were historically isolated, flowing together only over low upland flow ways during the wet season.

The Tomoka River is located to the east of the property.

Assessment area description

Wetland No. 2, located along the northern boundary of the project site, consists of a small portion of a much larger wetland that extends offsite to the north. This is the highest quality wetland located on site. Native wetland vegetation was present throughout. Standing water was present. Although this wetland extends offsite, it is, overall, isolated. Wetland Impact Area 2 is located on the south side of Wetland No. 1. This impact is necessary for construction of a dry retention as well as six townhome lots. The impact area has poor hydrology.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
The Tomoka River is located to the east of the property.	This impact area (wetland habitat) not unique or rare in relation to the regional landscape.

Functions	Mitigation for previous permit/other historic use
Provides wildlife habitat for local species, water quality from runoff	none

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
reptiles, songbirds, and mammals	none found in Volusia County

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

none

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
Chris Krack	12-January-2022

Form 62-345.900(1), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
RidgeHaven		Wetland Impact 2
Impact or Mitigation	**Assessment conducted by:**	**Assessment date:**
Wetland Impact - 0.453 acres	Chris Krack	12-January-22

Scoring Guidance	**Optimal (10)**	**Moderate(7)**	**Minimal (4)**	**Not Present (0)**
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

		w/o pres or current	with
.500(6)(a) Location and Landscape Support	Support for wildlife species outside of Assessment Area is moderate. Provides some benefits, adverse impacts from upland land uses outside of Assessment Area, no connection to offsite wetlands, uplands provides habitat for protection, uplands to be developed.	**7**	0
.500(6)(b)Water Environment (n/a for uplands)	Standing water was not present in the AA (wetland fringe), shallow standing water is present in the wetland interior, uplands are dense pine flatwoods, no alteration to points of discharge, no evidence of flow rates, no evidence of fire, nuisance and exotic species in small numbers, no wading birds observed in Assessment Area, some native desirable wetland plant species. Canopy dense, light penetration is poor for herbaceous and shrubby species.	**7**	0
.500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community	Canopy is dense, some shrub cover, some desirable wetland species, some nuisance and exotic species. Adjacent uplands consist of dense pine and saw palmetto, reduction of regeneration/recruitment, age, size and distribution, some snags present, topo features show this as a low lying area within the project site, no evident land management practices.	**6**	0

Score = sum of above scores/30 (if uplands, divide by 20)	current or w/o pres	with
	0.67	0

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas
FL = delta x acres = 0.6**7** X 0.453=**0.304**

Delta = [with-current]
0.67

If mitigation
Time lag (t-factor) =
Risk factor =

For mitigation assessment areas
RFG = delta/(t-factor x risk) =

Form 62-345.900(2), F.A.C. [effective date 02-04-2004]

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
RidgeHaven		Wetland Impact Area 3

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
FLUCFCS 625		Impact	0.25 acres

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
Palatlakaha River Nested	Class III	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

The ±103.69-acre Ridgehaven Property is located immediately north of Addison Drive and east of Plantation Oaks Boulevard in Ormond Beach, Volusia County Florida. The subject property contains mostly pine flatwood uplands with three forested wetland habitats on site.

The onsite wetlands consist of shallow hydric pine flatwoods that were historically isolated, flowing together only over low upland flow ways during the wet season.

The Tomoka River is located to the east of the property.

Assessment area description

Wetland No. 3, located on the western boundary of the project site, is of moderate quality and typical of the wetlands found in inner Volusia County. It contained little to no standing water, with limited amounts of vegetation. Hydric soils were observed. This wetland is isolated. Wetland Impact Area 3 is located on the south side of Wetland No. 2. This impact is necessary for construction of a dry retention. This wetland contains native wetland vegetation as well as standing water.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
The Tomoka River is located to the east of the property.	This impact area (wetland habitat) not unique or rare in relation to the regional landscape.

Functions	Mitigation for previous permit/other historic use
Provides wildlife habitat for local species, water quality from runoff	none

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
reptiles, songbirds, and mammals	none found in Volusia County

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

none

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
Chris Krack	12-January-2022

Form 62-345.900(1), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
RidgeHaven		Wetland Impact 3
Impact or Mitigation	**Assessment conducted by:**	**Assessment date:**
Wetland Impact - 0.25 acres	Chris Krack	12-January-22

Scoring Guidance
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed

Optimal (10)	Moderate(7)	Minimal (4)	Not Present (0)
Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

.500(6)(a) Location and Landscape Support	w/o pres or current: **6**	with: 0	Support for wildlife species outside of Assessment Area is only present onsite. Development to the north. Provides some benefits, adverse impacts from upland land uses outside of Assessment Area, connection to offsite wetlands, uplands provides habitat for protection, uplands to be developed.
.500(6)(b)Water Environment (n/a for uplands)	w/o pres or current: **7**	with: 0	Standing water was present in the AA (wetland fringe), shallow standing water is present in the wetland interior, uplands are dense pine flatwoods, no alteration to points of discharge, no evidence of flow rates, no evidence of fire, nuisance and exotic species in small numbers, no wading birds observed in Assessment Area, some native desirable wetland plant species. Canopy dense, light penetration is poor for herbaceous and shrubby species. Stormwater ponds located offsite to the north (adjacent to onsite wetland).
.500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community	w/o pres or current: **6**	with: 0	Canopy is dense, some shrub cover, some desirable wetland species, some nuisance and exotic species. Adjacent uplands consist of dense pine and saw palmetto, reduction of regeneration/recruitment, age, size and distribution, some snags present, topo features show this as a low lying area within the project site, no evident land management practices.

Score = sum of above scores/30 (if uplands, divide by 20)		
current or w/o pres: 0.63	with: 0	

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas
FL = delta x acres = 0.6**3** X 0.25=**0.158**

Delta = [with-current]
0.63

If mitigation
Time lag (t-factor) =
Risk factor =

For mitigation assessment areas
RFG = delta/(t-factor x risk) =

Form 62-345.900(2), F.A.C. [effective date 02-04-2004]

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
RidgeHaven		Wetland Impact Area 4

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
FLUCFCS 625		Impact	0.977 acres

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
Palatlakaha River Nested	Class III	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

The ±103.69-acre Ridgehaven Property is located immediately north of Addison Drive and east of Plantation Oaks Boulevard in Ormond Beach, Volusia County Florida. The subject property contains mostly pine flatwood uplands with three forested wetland habitats on site.

The onsite wetlands consist of shallow hydric pine flatwoods that were historically isolated, flowing together only over low upland flow ways during the wet season.

The Tomoka River is located to the east of the property.

Assessment area description

Wetland No. 3, located on the western boundary of the project site, is of moderate quality and typical of the wetlands found in inner Volusia County. It contained little to no standing water, with limited amounts of vegetation. Hydric soils were observed. This wetland is isolated.Wetland Impact Area 4 is to the entirety of Wetland No. 3. This impact is necessary for construction of an entrance road as well as seven lots.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
The Tomoka River is located to the east of the property.	This impact area (wetland habitat) not unique or rare in relation to the regional landscape.

Functions	Mitigation for previous permit/other historic use
Provides wildlife habitat for local species, water quality from runoff	none

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
reptiles, songbirds, and mammals	none found in Volusia County

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

none

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
Chris Krack	12-January-2022

Form 62-345.900(1), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
RidgeHaven		Wetland Impact 4
Impact or Mitigation	**Assessment conducted by:**	**Assessment date:**
Wetland Impact - 0.977 acres	Chris Krack	12-January-22

Scoring Guidance	**Optimal (10)**	**Moderate(7)**	**Minimal (4)**	**Not Present (0)**
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

		w/o pres or current	with
.500(6)(a) Location and Landscape Support	Support for wildlife species outside of Assessment Area is only present onsite. Development to the west. Provides some benefits, adverse impacts from upland land uses outside of Assessment Area, no connection to offsite wetlands, uplands provides habitat for protection, uplands to be developed.	**6**	0
.500(6)(b)Water Environment (n/a for uplands)	Standing water was minimal in isolated pools, uplands are dense pine flatwoods, alteration to points of discharge due to adjacent road, no evidence of flow rates, no evidence of fire, nuisance and exotic species in small numbers, no wading birds observed in Assessment Area, some native desirable wetland plant species. Canopy dense, light penetration is poor for herbaceous and shrubby species.	**6**	0
.500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community	Canopy is dense, some shrub cover, some desirable wetland species, some nuisance and exotic species. Adjacent uplands consist of dense pine and saw palmetto, reduction of regeneration/recruitment, age, size and distribution, some snags present, topo features show this as a low lying area within the project site, no evident land management practices.	**6**	0

Score = sum of above scores/30 (if uplands, divide by 20)	current or w/o pres	with
	0.6	0

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas
FL = delta x acres = 0.6 X 0.977=**0.586**

Delta = [with-current]
0.6

If mitigation
Time lag (t-factor) =
Risk factor =

For mitigation assessment areas
RFG = delta/(t-factor x risk) =

Form 62-345.900(2), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
RidgeHaven		Secondary Impact (Wetland No. 1)
Impact or Mitigation	**Assessment conducted by:**	**Assessment date:**
Secondary Impact - 0.992 acres	Chris Krack	12-January-22

Scoring Guidance
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed

Optimal (10)	Moderate(7)	Minimal (4)	Not Present (0)
Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

.500(6)(a) Location and Landscape Support	w/o pres or current: **7**	with: 6	W/O: Support for wildlife species outside of Assessment Area is moderate. Provides some benefits, adverse impacts from upland land uses outside of Assessment Area, no connection to offsite wetlands, uplands provides habitat for protection, uplands to be developed. With: Wetland will remain, upland buffer will be established.
.500(6)(b)Water Environment (n/a for uplands)	w/o pres or current: **7**	with: 7	W/O: Standing water was not present in the AA (wetland fringe), shallow standing water is present in the wetland interior, uplands are dense pine flatwoods, no alteration to points of discharge, no evidence of flow rates, no evidence of fire, nuisance and exotic species in small numbers, no wading birds observed in Assessment Area, some native desirable wetland plant species. Canopy dense, light penetration is poor for herbaceous and shrubby species. With: Master stormwater management system and site plan design will prevent water quality impacts.
.500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community	w/o pres or current: **6**	with: 5	W/O: Canopy is dense, some shrub cover, some desirable wetland species, some nuisance and exotic species. Adjacent uplands consist of dense pine and saw palmetto, reduction of regeneration/recruitment, age, size and distribution, some snags present, topo features show this as a low lying area within the project site, no evident land management practices. With: upland buffer will be established, conservation signage will be installed

Score = sum of above scores/30 (if uplands, divide by 20)	
current or w/o pres: 0.67	with: 0.6

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas
FL = delta x acres = 0.0**7** X 0.992=**0.069**

Delta = [with-current]
0.07

If mitigation
Time lag (t-factor) =
Risk factor =

For mitigation assessment areas
RFG = delta/(t-factor x risk) =

Form 62-345.900(2), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
RidgeHaven		Secondary Impact (Wetland No. 2)
Impact or Mitigation	**Assessment conducted by:**	**Assessment date:**
Secondary Impact - 1.247 acres	Chris Krack	12-January-22

Scoring Guidance
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed

Optimal (10)	Moderate(7)	Minimal (4)	Not Present (0)
Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

.500(6)(a) Location and Landscape Support	w/o pres or current: **7**	with: 6	W/O: Support for wildlife species outside of Assessment Area is moderate. Provides some benefits, adverse impacts from upland land uses outside of Assessment Area, no connection to offsite wetlands, uplands provides habitat for protection, uplands to be developed. With: Wetland will remain, upland buffer will be established.
.500(6)(b)Water Environment (n/a for uplands)	w/o pres or current: **7**	with: 7	W/O: Standing water was not present in the AA (wetland fringe), shallow standing water is present in the wetland interior, uplands are dense pine flatwoods, no alteration to points of discharge, no evidence of flow rates, no evidence of fire, nuisance and exotic species in small numbers, no wading birds observed in Assessment Area, some native desirable wetland plant species. Canopy dense, light penetration is poor for herbaceous and shrubby species. With: Master stormwater management system and site plan design will prevent water quality impacts.
.500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community	w/o pres or current: **6**	with: 5	W/O: Canopy is dense, some shrub cover, some desirable wetland species, some nuisance and exotic species. Adjacent uplands consist of dense pine and saw palmetto, reduction of regeneration/recruitment, age, size and distribution, some snags present, topo features show this as a low lying area within the project site, no evident land management practices. With: upland buffer will be established. conservation easement signage will be installed.

Score = sum of above scores/30 (if uplands, divide by 20)	
current or w/o pres: 0.67	with: 0.6

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas
FL = delta x acres = 0.0**7** X 1.247=**0.087**

Delta = [with-current]
0.07

If mitigation
Time lag (t-factor) =
Risk factor =

For mitigation assessment areas
RFG = delta/(t-factor x risk) =

Form 62-345.900(2), F.A.C. [effective date 02-04-2004]

St. Johns River
Water Management District
Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

February 09, 2023

John Collins
Snilloc Family Limited Partnership Number One
2249 Old Dixie Hwy
Ormond Beach, FL 32174-9250

SUBJECT: 185591-1
RidgeHaven

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on February 09, 2023. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:
If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:
For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:
To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need

GOVERNING BOARD

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copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:
Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at http://www.sjrwmd.com/permitting/permitforms.html.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Michelle Reiber, Bureau Chief
Division of Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Bill Griffy
Ecological Consulting Services
410 North St
Longwood, FL 32750-7657

Alicia Lowenstein
DEP

Steven R Buswell
Parker Mynchenberg & Associates
1729 Ridgewood Ave
Holly Hill, FL 32117-5406

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 185591-1 **DATE ISSUED:** February 09, 2023

PROJECT NAME: RidgeHaven

A PERMIT AUTHORIZING:
Construction and operation of a Stormwater Management System for a 103.45 acre project known as RidgeHaven as per plans received by the District on January 10, 2023 and as amended by Sheets 7, 11, and 33A received by the District on January 23, 2023.

LOCATION:
Section(s): 36 Township(s): 13S Range(s): 31E
Volusia County

Receiving Water Body:

Name	Class
Halifax River Tributary	III Fresh, OFW, IW

ISSUED TO:
Snilloc Family Limited Partnership Number One
2249 Old Dixie Hwy
Ormond Beach, FL 32174-9250

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached “Exhibit A”, dated February 09, 2023

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: Marjorie D. Cook

Marjorie Cook
Supervising Professional Engineer

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 185591-1
RidgeHaven
DATED February 09, 2023

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

    a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

    b. For all other activities — "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

   b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

   b. Convey to the permittee or create in the permittee any interest in real property;

   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

    a. Immediately if any previously submitted information is discovered to be inaccurate; and

    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall

request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. This permit for construction will expire five years from the date of issuance.

20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

21. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and

whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), “Operation and Maintenance Inspection Certification,” describing the remedial actions taken to resolve the failure or deviation.

22. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

23. Before the start of any construction, the permittee must provide the District with documentation demonstrating that 1.24 forested freshwater UMAM mitigation credits have been debited from the Tiger Bay Mitigation Bank ledger.

24. In the event that the permittee does not successfully complete the transaction to obtain 1.24 forested freshwater UMAM mitigation credits from Tiger Bay Mitigation Bank, the permittee must obtain a permit modification to provide alternative mitigation.

25. Prior to the construction of the activities authorized in this permit, per the approved plans, the permittee must install permanent conservation area signs along the landward side of the upland buffer abutting the offsite wetlands as indicated on the Horizontal Control Plans received by the District on January 10, 2023 and as amended by Sheets 7, 11, and 33A received by the District on January 23, 2023, and as detailed on Sheet C33 received by the District on January 10, 2023 .
    X

26. The proposed project must be constructed and operated as per plans received by the District on January 10, 2023 and as amended by Sheets 7, 11, and 33A received by the District on January 23, 2023.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.

2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.

3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at *sjrwmd.com*. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.

5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).

6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.

7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.

9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to *compliancesupport@sjrwmd.com* (preferred method) **or** send a copy of the original affidavit to:

Office of Records and Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Records and Regulatory Support at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant)_____
permit#_____. The project is located in _____County, Section _____, Township _____ South, Range _____ East. The permit authorizes a surface water management system on _____ acres for _____ known as _____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Office of Records and Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA
The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BAKER
Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BRADFORD
Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

BREVARD
Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

CLAY
Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

DUVAL
Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

FLAGLER
Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

INDIAN RIVER
Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

LAKE
Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

MARION
Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

NASSAU
News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

OKEECHOBEE
Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

ORANGE
Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

OSCEOLA
Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM
Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

ST. JOHNS
St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

SEMINOLE
Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

VOLUSIA
News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT TECHNICAL STAFF REPORT
09-Feb-2023
APPLICATION #: 185591-1

Applicant: John Collins
Snilloc Family Limited Partnership Number One
2249 Old Dixie Hwy
Ormond Beach, FL 32174-9250
(386) 547-6176

Owner: John Collins
Snilloc Family Limited Partnership Number One
2249 Old Dixie Hwy
Ormond Beach, FL 32174-9250
(386) 547-6176

Consultant: Steven R Buswell
Parker Mynchenberg & Associates
1729 Ridgewood Ave
Holly Hill, FL 32117-5406
(386) 677-6891

Project Name: RidgeHaven
Acres Owned: 103.45
Project Acreage: 103.45
County: Volusia
STR:

Section(s):	Township(s):	Range(s):
36	13S	31E

Receiving Water Body:

Name	Class
Halifax River Tributary	III Fresh, OFW, IW

Authority:	62-330.020 (2)(c) , 62-330.020 (2)(a), 62-330.020 (2)(b), 62-330.020 (2)(d)
Existing Land Use:	Hydric Pine Flatwood(6250), Pine Flatwoods(4110), Roads and Highways(8140)
Mitigation Drainage Basin:	Halifax River
Special Regulatory Basin:	Tomoka River Basin
Final O&M Entity:	RidgeHaven Homeowners Association, Inc.
ERP Conservation Easements/Restrictions:	No
Interested Parties:	No
Objectors:	No

Authorization Statement:

Construction and operation of a Stormwater Management System for a 103.45 acre project known as RidgeHaven as per plans received by the District on January 10, 2023 and as amended by Sheets 7, 11, and 33A received by the District on January 23, 2023.

Recommendation: Approval
Reviewers: Richard Lee; Justin Dahl

Staff Comments

Project Applicant and Sufficient Real Property Interest:
The permit applicant is the record title holder over the property on which the proposed activities will be conducted.

Project Location and Brief Description:
The project is centered roughly 2500 feet east of the US Highway 1 - Interstate Highway 95 interchange, north Ormond Beach, Volusia County. The project includes the construction of a subdivision consisting of single-family and duplex lots with associated stormwater management system.

Permitting History:
Conceptual Permit No. 4-127-92550-1 was approved on October 9, 2007 and expired on October 9, 2013. No work was initiated.

Coastal Zone Management
Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Engineering

Description of Project (Surface Water Management System):
The existing site is primarily undeveloped with drainage towards an existing canal along the east property line that is perpendicular to Addison Drive, and discharges to the north. The proposed development consists of 202 single family homes and 96 duplex lots with roadway, drainage infrastructure, and four interconnected stormwater harvesting pond systems. The discharge from the site is the same as predevelopment.

Water Quality:
Submitted plans and calculations show that the stormwater system is designed to provide water quality treatment in accordance with Sections 4.1, 8.0, and 21.0 A.H. Vol II for discharge to Class III, Outstanding Florida Water, and impaired waters.

Water Quality Certification
This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341

Flood Protection:
Calculations were provided demonstrating that the post-development peak rate of discharge will not exceed the pre-development peak rate of discharge generated by the 25 Year 24 Hour storm event.

Special Basin Criteria:
The project is located within the Tomoka River Hydrologic Basin. As part of the standards and design criteria described in 62-330.301 and 62-330.302, F.A.C., systems within the Tomoka River Hydrologic Basin must meet the following standard and criteria:

Recharge Standard - The project is not located in within the Most Effective Recharge Area that contains Type A soils.

Flood Plain Criteria - The system is not located within the 100 year floodplain of the Tomoka River or any of its tributaries.

Stormwater Management Standard - The stormwater system is greater than 10 acres but is not designed with detention with filtration. Additionally, a wet detention / stormwater harvesting system is proposed, which is demonstrated to be equivalent to retention, or wet detention in accordance with Part V Applicant Handbook Volume II.

Operation and Maintenance:
The applicant has proposed that the project will be operated and maintained by RidgeHaven Homeowners Association, Inc and has provided draft articles of incorporation and a draft declaration of covenants and restrictions that meet the requirements of Section 12.3.1, A.H. Vol I.

Environmental

Site Description:
The site contains mostly pine flatwood uplands with three hydric pine flatwoods wetlands on-site. The wetlands are isolated shallow swamps, flowing only over low upland flow ways during the wet season. Canals adjacent the east and north property limits may divert groundwater influxes that historically contributed to wetland hydroperiods. Nonetheless, the on-site wetlands provide good quality habitat for diverse wildlife that require ephemeral, fishless pools.

Impacts:
The project proposes a total of 1.745 acres of direct impact to wetlands. These impacts are considered adverse and require mitigation as described below. Wetlands 1 (0.518 acres impacted) and 2 (0.250 acres impacted) are being partially impacted, where as the entirety of Wetland 3 (0.977 acres) is being impacted.

Secondary impacts:

The project meets the secondary impact criteria of subsection 10.2.7, A.H., Volume I, as:

a. the proposed activities were assessed for the potential to result in unacceptable secondary impacts, as defined in section 10.2.7(a), ERP A.H. Volume I. The applicant has designated a 25-foot average, 15-foot minimum undisturbed upland buffer directly abutting portions of the onsite wetlands and has proposed conservation area signage along the landward side of the upland buffer. In those areas without an upland buffer, the secondary impact areas total 2.242 acres and will be offset through mitigation provided by the purchase of mitigation bank credits as stated below;
b. no evidence was observed that the upland portions of the site are being utilized by bald eagles, and aquatic and wetland dependent listed species for nesting and denning;
c. no adverse impacts to cultural resources are anticipated; and
d. there are no known future phases or expansion, or very closely linked and causally related on-site or off-site activities that would result in adverse impacts

Elimination/Reduction of Impacts:
The impacts proposed here were minimized to the greatest extent practicable to achieve lot density and road access to the development. In any case, the applicant will obtain credits from a regionally significant in-basin mitigation bank that will suffice to meet the 10.2.1.2.b. *ERP A.H. Vol. I* criterion, i.e., the proposed mitigation implements all or part of a plan that provides regional ecological value and provides greater long-term ecological value than the impacted wetlands/surface waters.

Mitigation:
The applicant proposes to mitigate for the direct and secondary impacts to the wetlands through the total purchase of 1.24 forested freshwater UMAM credits from Tiger Bay Mitigation Bank.

Financial Assurance Mechanism:
None

Off-Site Mitigation:
None

Cumulative Impacts:
The proposed mitigation fully offsets the proposed impacts and is located within the same drainage basin as the impacted wetlands, so no unacceptable cumulative impacts will occur, pursuant to Section 10.2.8, ERP A.H. Vol. I.

Wetland Summary Table
RidgeHaven Residential Multi-Family, Residential Single Family

	Acres
Total Surface Water, Upland RHPZ and Wetlands in Project	
Wetlands	10.229

OSW		0.000
Upland RHPZ		0.000
	Total	10.229

Impacts that Require Mitigation

Dredged or Filled		0.977
Dredged or Filled		0.518
Dredged or Filled		0.250
Other		0.992
Other		1.250
	Total	**3.987**

Impacts that Require No Mitigation

	Total	**0.000**

Mitigation
On-Site

	Total	**0.000**

Off-Site

	Total	**0.000**

Other	**Reserved Credits**
Mitigation Bank Credits (Tiger Bay - UMAM,17,Forested Freshwater)	1.240

Conclusion:
The applicant has provided reasonable assurance that the proposed project meets the conditions for issuance of permits specified in rules 62-330.301 and 62-330.302, F.A.C.

Conditions

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

    a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

    b. For all other activities — "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

   b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

   b. Convey to the permittee or create in the permittee any interest in real property;

   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

    a. Immediately if any previously submitted information is discovered to be inaccurate; and

    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. This permit for construction will expire five years from the date of issuance.

20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

21. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.

22. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further

information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

23. Before the start of any construction, the permittee must provide the District with documentation demonstrating that 1.24 forested freshwater UMAM mitigation credits have been debited from the Tiger Bay Mitigation Bank ledger.

24. In the event that the permittee does not successfully complete the transaction to obtain 1.24 forested freshwater UMAM mitigation credits from Tiger Bay Mitigation Bank, the permittee must obtain a permit modification to provide alternative mitigation.

25. Prior to the construction of the activities authorized in this permit, per the approved plans, the permittee must install permanent conservation area signs along the landward side of the upland buffer abutting the offsite wetlands as indicated on the Horizontal Control Plans received by the District on January 10, 2023 and as amended by Sheets 7, 11, and 33A received by the District on January 23, 2023, and as detailed on Sheet C33 received by the District on January 10, 2023 .
X

26. The proposed project must be constructed and operated as per plans received by the District on January 10, 2023 and as amended by Sheets 7, 11, and 33A received by the District on January 23, 2023.

ATTACHMENT 5

Traffic Information

Ridgehaven Residential
Ormond Beach, Florida

Traffic Impact Analysis

Prepared for: Ridgehaven, LLC
By: LTG, Inc.
***Revised* March 2023**

LTG Engineering & Planning

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with LTG, Inc., a corporation authorized to operate as an engineering business, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Ridgehaven Residential – Traffic Impact Analysis
LOCATION: Ormond Beach, Florida
CLIENT: Ridgehaven, LLC
JOB #: 5740.02

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

Prepared by:
LTG, Inc.
1450 W. Granada Blvd, Suite 2
Ormond Beach, FL 32174
Registration No. 9227
386/257-2571



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

George A Galan 2023.03.27 15:49:29-04'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

LTG, INC.
1450 W. GRANADA BLVD, SUITE 2
ORMOND BEACH, FL 32174
REGISTRATION NO. 9227
GEORGE A. GALAN, P.E. NO. 60080

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1

INTRODUCTION

LTG, Inc. (LTG) has been retained by Ridgehaven, LLC. to prepare a Traffic Impact Analysis (TIA) for the proposed Ridgehaven Residential development. The development is located north of Addison Drive and east of Plantation Oaks Boulevard in the City of Ormond Beach, Florida. Figure 1 shows the location of the project relative to the surrounding road network. The development will consist of 202 single-family detached housing dwelling units and 96 single-family attached housing dwelling units. A preliminary site plan is attached as **Appendix A.**

Access to the site is proposed via two (2) full access driveways along Plantation Oaks Boulevard. Build-out of the proposed development is anticipated by 2027.

Study Area

The following roadway segments and intersections are included in the analysis per the approved methodology (**Appendix B**):

Intersections:

1. US 1 at Plantation Oaks Boulevard
2. Old Dixie Highway at Plantation Oaks Boulevard
3. Plantation Oaks Boulevard at Project Driveway #1
4. Plantation Oaks Boulevard at Project Driveway #2

Roadway Segments:

- Plantation Oaks Boulevard from US 1 to Old Dixie Highway
- Old Dixie Highway from Pine Tree Drive to Walter Boardman Lane

Study Procedures

Standard engineering and planning procedures were used to determine the impacts of the proposed project. Reference data was obtained from the Florida Department of Transportation (FDOT), the Volusia County Traffic Engineering Department, the City of Ormond Beach Planning Department, the Institute of Transportation Engineers (ITE), and the River to Sea Transportation Planning Organization (R2CTPO).

Planned Roadway Improvements

Information on programmed or planned roadway improvements in the area of interest were obtained from the FDOT Five-Year Work Program, Volusia County, the R2CTPO Long Range Transportation Plan, and previously approved projects. At this time there are no capacity enhancing improvements within the study area.



Ridgehaven Residential	N NTS	**Project Location Map** Project No.: 5740.02 | Figure 1	LTG Engineering & Planning 1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

2

EXISTING ROADWAY ANALYSIS

Turning movement counts (TMCs) were conducted during the AM and PM peak-hours on September 15th of 2022 at the study area intersections (see **Appendix C**). FDOT's 2021 Seasonal Factors (SF) for the corresponding dates (1.03) were applied to the existing counts. The spreadsheet used to develop the existing, background and build-out traffic volumes is also located in **Appendix C**. The factored existing AM and PM peak-hour traffic volumes used in the analysis are depicted in **Figure 2**.

Unsignalized Intersection Analysis

The existing operating conditions at the unsignalized intersection was analyzed using *Highway Capacity Software 2010, Version 2027* (HCS). This software utilizes the procedures outlined in Chapter 20 of the Highway Capacity Manual (6th Edition) titled, "Two-Way Stop-Controlled Intersections". **Table 1** shows the existing AM and PM peak-hour level of service (LOS) at the study area intersections. The HCS summary sheets are attached as **Appendix D**.

Table 1
Existing AM and PM Peak-Hour LOS - Unsignalized Intersection
Ridgehaven Residential

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Critical Approach	Delay	LOS	Critical Approach	Delay	LOS
Old Dixie Highway at Plantation Oaks Boulevard	E	NB	9.5	A	NB	9.5	A

As indicated, the unsignalized intersection is currently operating outside the adopted level of service during the a.m. and p.m. peak-hours.

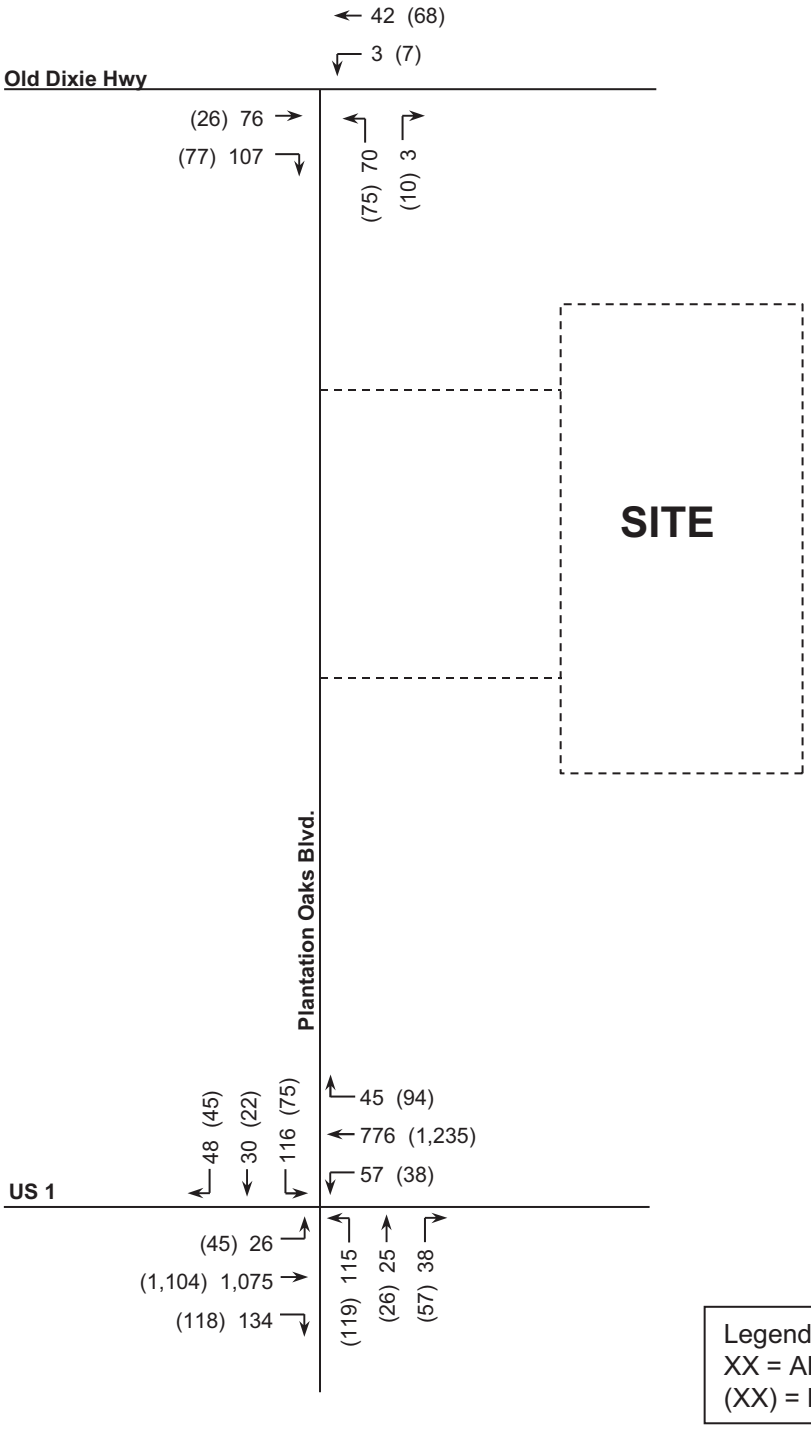
Signalized Intersection Analysis

The existing operating conditions at the signalized intersection was analyzed using HCS, which utilizes the procedures outlined in Chapter 19 of the *Highway Capacity Manual 6th Edition*, titled "Signalized Intersections". **Table 2** shows the existing LOS and volume to capacity ratios (v/c) at the study area intersections. The signal timings are provided in **Appendix E** and the HCS summary sheets are provided in **Appendix F**.

Table 2
Existing AM and PM Peak-Hour LOS - Signalized Intersections
Ridgehaven Residential

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
US 1 at Plantation Oaks Boulevard	D	19.6	B	No	18.2	B	No

As indicated, the intersection of US 1 at Planation Oaks Boulevard is currently operating within the adopted LOS.



Ridgehaven Residential

N

NTS

2022 Existing AM & PM Volumes

Project No.: 5740.02 | Figure 2

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Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Roadway Segment Analysis

Roadway LOS describes the operating condition determined from the number of vehicles passing over a given section of roadway during a specified time period. It is a qualitative measure of several factors which include speed, travel time, traffic interruptions, freedom to maneuver, driver comfort, convenience, safety and vehicle operating costs. Six LOS categories have been established as standards by which to gauge roadway performance, designated by the letters A through F. The LOS categories are defined as follows:

Level of Service A: *Free flow, individual users virtually unaffected by the presence of others*
Level of Service B: *Stable flow with a high degree of freedom to select operating conditions*
Level of Service C: *Flow remains stable, but with significant interactions with others*
Level of Service D: *High-density stable flow in which the freedom to maneuver is severely restricted*
Level of Service E: *This condition represents the capacity level of the road*
Level of Service F: *Forced flow in which the traffic exceeds the amount that can be served*

The Average Annual Daily Traffic (AADT) for the study roadway segments was obtained from the Volusia County 2021 Average Annual Daily Traffic & Historical Counts spreadsheet. The existing LOS for the study area road segments during the peak-hour are provided in **Table 3**.

Table 3
Existing PM Peak-Hour LOS - Roadway Segments*
Ridgehaven Residential

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	2021 AADT	Existing PM Peak-Hour Two-Way Volume	Existing PM Volume Exceed Adopted LOS?
Plantation Oaks Boulevard	US 1	Old Dixie Highway	2	E	1,230	-	307	No
Old Dixie Highway	Pine Tree Drive	Plantation Oaks Boulevard	2	E	1,860	3,410	290	No
	Plantation Oaks Boulevard	Walter Boardman Lane	2	E	1,860	3,410	290	No

**Adopted LOS, capacity, existing AADT, and existing PM Peak-Hour Two-Way Volume obtained from the 2021 Volusia County Traffic Count Spreadsheet.*
***Existing PM Peak-Hour Two Way Volume for Plantation Oaks Boulevard was determined using collected TMCs.*

As indicated, all of the study area roadway segments currently operate within the adopted LOS.

3

FUTURE TRAFFIC CONDITIONS

Traffic in the area is expected to grow due to local government approvals. The following section documents the methods used to project future 2027 traffic conditions by using either historical growth rates and/or vested trip information and anticipated project traffic.

2027 Background Traffic

The growth rate for each study area roadway segment was determined using Volusia County's Segment Growth Rates and Vested Trips Policy from August 2020, the vested trips as identified by Volusia County's latest vested trips table, received October 6th, 2022, and the 2021 Volusia County AADT spreadsheet. Due to development approvals issued within the immediate study area, the City of Ormond Beach has requested that the following projects be included in background traffic at the study area intersections:

- Plantation Oaks residential development (Approximately 4% of the development has been constructed; therefore, the project trips were reduced by 4% in the analysis)

The historical annual growth, vested trips, and the applied growth method used in the analysis for the study area roadway segments are provided in **Table 4**. The FDOT *Traffic Trends* analysis worksheets are attached as **Appendix G**. The vested trip information provided by Volusia County and the City of Ormond Beach is attached as **Appendix H**.

Table 4
Historical Growth Rates and Vested Traffic
Ridgehaven Residential

Roadway	Limits		5-Year			10-Year			Applied Growth Rate	High Growth? Y/N	Vested Trips	Existing Peak-Hour Volume	Existing AADT Year	Build-Out Year	Growth (# of Trips)	Growth Method Applied	Total Growth Applied (# of Trips)	Estimated Background Volume
	From	To	Best Fit Regression	R^2 Value	Historical Growth Rate	Best Fit Regression	R^2 Value	Historical Growth Rate										
Plantation Oaks Blvd	US 1	Old Dixie Hwy	NA	NA	NA	NA	NA	NA	2.00%	N	1,355	307	2021	2027	37	Historical + Vested	1,392	1,699
Old Dixie Highway	Pine Tree Dr	Plantation Oaks Blvd	Linear	80.3%	8.08%	-	-	-	8.08%	Y	395	290	2021	2027	141	Vested	395	685
	Plantation Oaks Blvd	Walter Boardman Ln	Linear	80.3%	8.08%	-	-	-	8.08%	Y	395	290	2021	2027	141	Vested	395	685

**Existing Peak-Hour Volume for Plantation Oaks Boulevard was determined using collected TMCs.*

4

2027 BACKGROUND ROADWAY ANALYSIS

The study area intersections and roadway segments were analyzed based on the future roadway conditions to determine potential impacts and to investigate mitigation requirements. **Figures 3** graphically depict the 2027 background volumes. The results of the analysis are presented below.

Unsignalized Intersection Analysis

The unsignalized intersection was analyzed to determine the operating conditions under 2027 background conditions and the results are presented in **Table 5**. The HCS summary sheets are included in **Appendix I**.

Table 5
2027 Background AM and PM Peak-Hour LOS - Unsignalized Intersections
Ridgehaven Residential

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
Old Dixie Highway at Plantation Oaks Boulevard	E	NB	10.9	B	NB	11.5	B

As indicated in the table above, under background conditions, the unsignalized study area intersection is anticipated to operate within the adopted LOS.

Signalized Intersection Analysis

The signalized intersection was analyzed to determine the operating conditions under 2027 background conditions and the results are presented in **Table 6**. The HCS summary sheets are included in **Appendix J**.

Table 6
2027 Background AM and PM Peak-Hour LOS - Signalized Intersection
Ridgehaven Residential

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
US 1 at Plantation Oaks Boulevard	D	42.3	D	No	69.7	E	Yes

As indicated in the table above, under background conditions, the intersections of US 1 at Plantation Oaks Boulevard is anticipated to operate outside the adopted level of service and with v/c ratios greater than 1.0. The following improvements are recommended to achieve an acceptable LOS and a v/c ratio less than 1.0:

US 1 at Plantation Oaks Boulevard

- Add southbound left-turn lane (dual lefts)
- Optimize signal timings

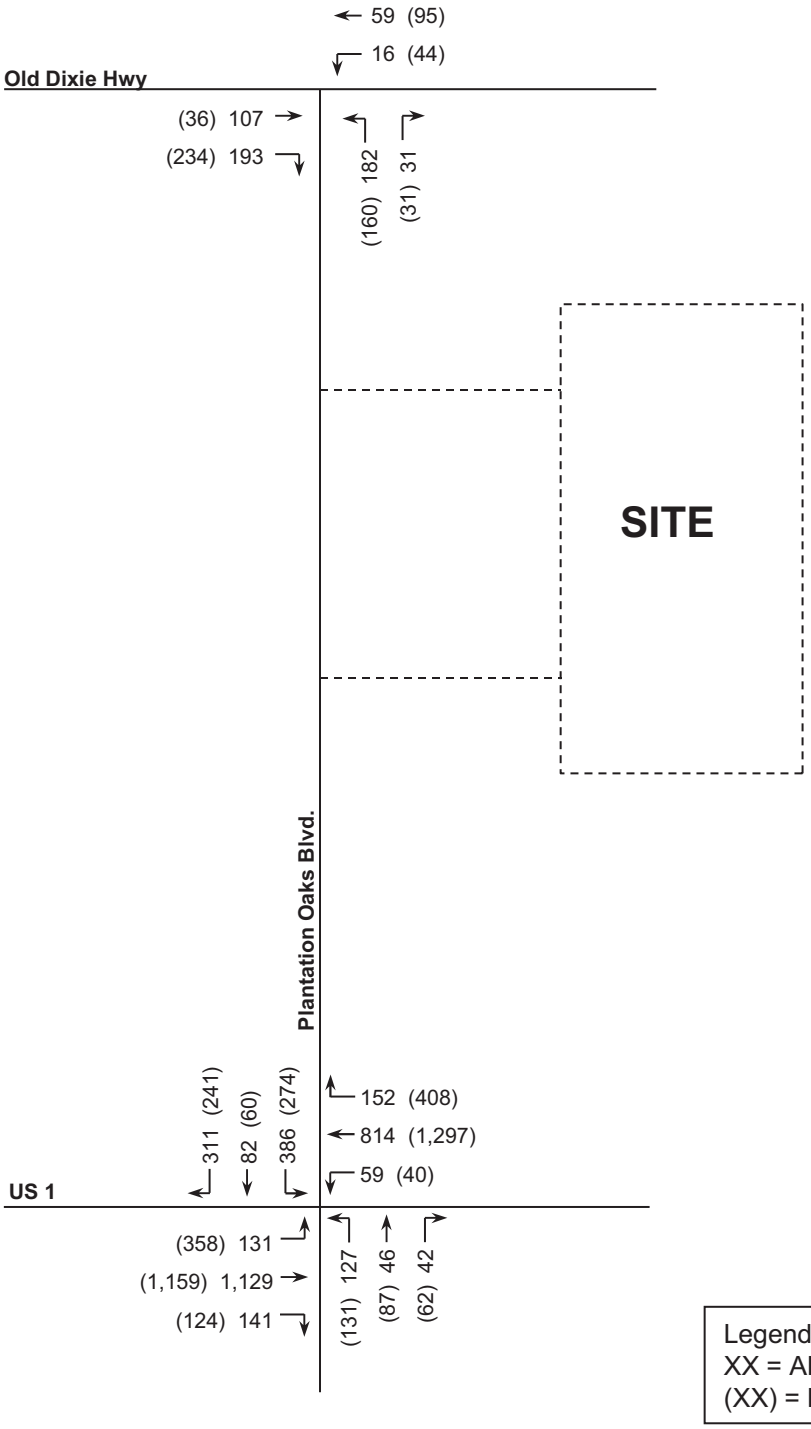
As requested by the City staff, the proposed improvements were analyzed incrementally to demonstrate the need for each recommendation. The HCS summary sheets and results depicting the incremental analysis are provided in **Appendix K**. The analysis of the intersections with all of the proposed improvements is provided in **Table 7**.

The LOS or v/c ratio will be exceeded due to background conditions without the addition of project trips; therefore, in accordance with Florida Statute 163.3180, the project is not responsible for mitigating the deficiencies caused by background conditions.

Table 7
2027 Background AM and PM Peak-Hour LOS - Signalized Intersection Improved
Ridgehaven Residential

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
US 1 at Plantation Oaks Boulevard	D	-	-	-	40.1	D	No

As indicated in the table, the signalized intersections are anticipated to operate within the adopted level of service and with v/c ratios less than 1.0 with the recommended improvements under background conditions.



Legend:
XX = AM Peak-Hour
(XX) = PM Peak-Hour

Ridgehaven Residential	N / NTS	2027 Background AM & PM Volumes	LTG Engineering & Planning
		Project No.: 5740.02 — Figure 3	1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Roadway Segment Analysis

The study area roadway segments were analyzed under 2027 background conditions to determine the anticipated two-way peak-hour LOS. The results are provided in **Table 8**. As indicated, all study area roadway segments currently operate within their adopted LOS with the exception of Plantation Oaks Boulevard from US 1 to Old Dixie Highway. The following improvements are recommended to improve the LOS deficiency:

Plantation Oaks Boulevard from US 1 to Old Dixie Highway:

- Widen from 2-lanes to 4-lanes

The improved roadway segment analysis for the deficient segments is provided in **Table 8**.

Table 8
2027 Background PM Peak-Hour LOS - Roadway Segments
Ridgehaven Residential

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	Existing PM Peak-Hour Two-Way Volume	Applied Growth Rate	High Growth ? Y/N	Vested Trips	Growth Method Applied	2027 Total Background Volume	Background PM Volume Exceed Adopted LOS?
Plantation Oaks Boulevard	US 1	Old Dixie Highway	2	E	1,230	307	2.00%	N	1,355	Historical Growth + Vested	1,699	Yes
Old Dixie Highway	Pine Tree Drive	Plantation Oaks Boulevard	2	E	1,860	290	8.08%	Y	395	Vested	685	No
	Plantation Oaks Boulevard	Walter Boardman Lane	2	E	1,860	290	8.08%	Y	395	Vested	685	No

Improved

Roadway	Segment	No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	Existing PM Peak-Hour Two-Way Volume	Applied Growth Rate	High Growth? Y/N	Vested Trips	Growth Method Applied	2027 Total Background Volume	Background PM Volume Exceed Adopted LOS?	Roadway
Plantation Oaks Boulevard	US 1	Old Dixie Highway	4	E	3,410	307	2.00%	N	1,355	Historical Growth + Vested	1,699	No

5

2027 BUILD-OUT - FUTURE ROADWAY ANALYSIS

The study area intersections and roadway segments were analyzed based on the roadway conditions at the time of project build-out to determine potential impacts of project-generated trips and identify mitigation requirements. The improvements recommended in background conditions have been included in the 2027 build-out analysis for those applicable intersections and roadway segments.

Project Trip Generation

The daily, A.M., and P.M. peak hour trip generation for the development presented in **Table 9** was determined using the Institute of Transportation Engineers (ITE) 11th Edition of the *Trip Generation Manual*.

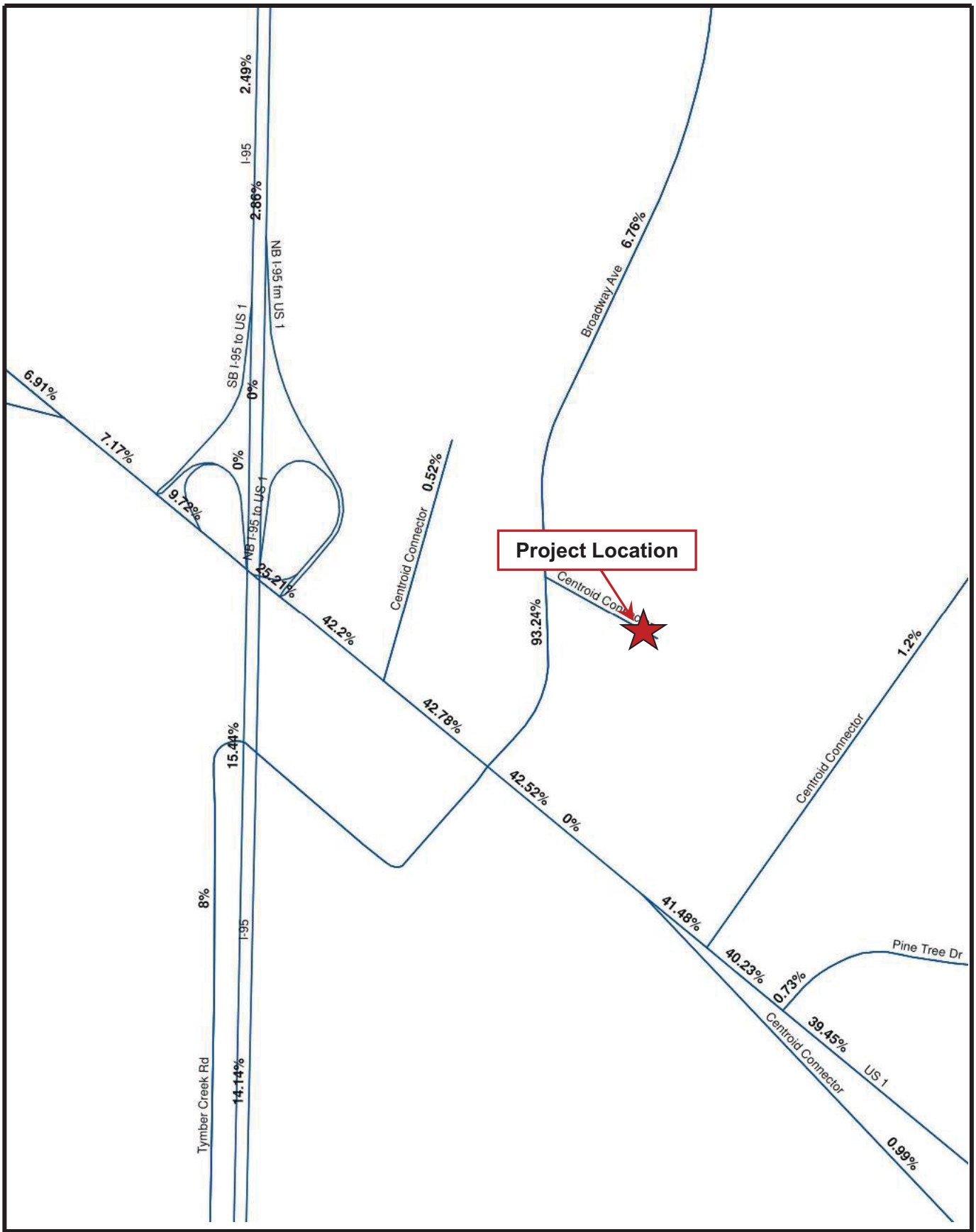
Table 9
Project Trip Generation
Ridgehaven Residential

Time Period	Land Use	ITE LUC	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Single-Family Detached Housing	210	Ln(T)=0.92Ln(X)+2.68	202.0	DU	50%	50%	964	964	1,927
	Single-Family Attached Housing	215	T=7.62(X)-50.48	96.0	DU	50%	50%	341	341	681
							Totals:	**1,305**	**1,305**	**2,608**
AM Peak-Hour	Single-Family Detached Housing	210	Ln(T)=0.91Ln(X)+0.12	202	DU	26%	74%	37	104	141
	Single-Family Attached Housing	215	T=0.52(X)-5.70	96	DU	31%	69%	14	30	44
							Totals:	**51**	**134**	**185**
PM Peak-Hour	Single-Family Detached Housing	210	Ln(T)=0.94Ln(X)+0.27	202	DU	63%	37%	121	71	192
	Single-Family Attached Housing	215	T=0.60(X)-3.93	96	DU	57%	43%	31	23	54
							Totals:	**152**	**94**	**246**

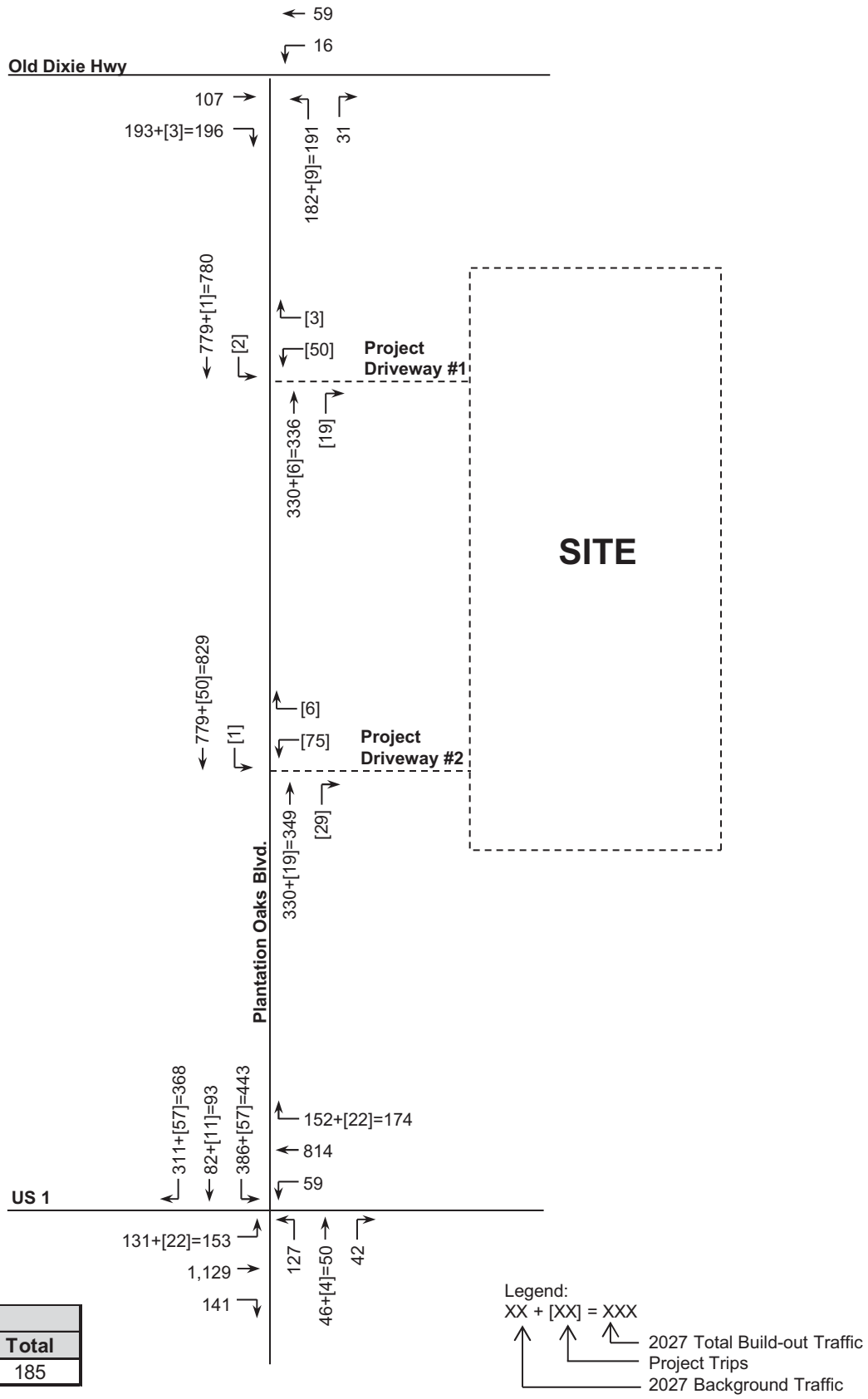
Project Trip Distribution and Trip Assignment

The Central Florida Regional Planning Model, version 7 (CFRPM) was used to obtain the project trip distribution for the proposed development. A select zone analysis was completed and resulted in the project trip distribution shown in **Figure 4**.

Using the trip distribution, the A.M. and P.M. peak hour project trips were assigned to the study area roadway network. **Figures 5A-5B** graphically depict the 2027 total background traffic and project trips at the study area intersections.



Ridgehaven Residential	N NTS	**Trip Distribution**	LTG Engineering & Planning
		Project No.: 5740.02 | Figure 4	1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



AM Peak-Hour		
Enter	Exit	Total
51	134	185

Ridgehaven Residential

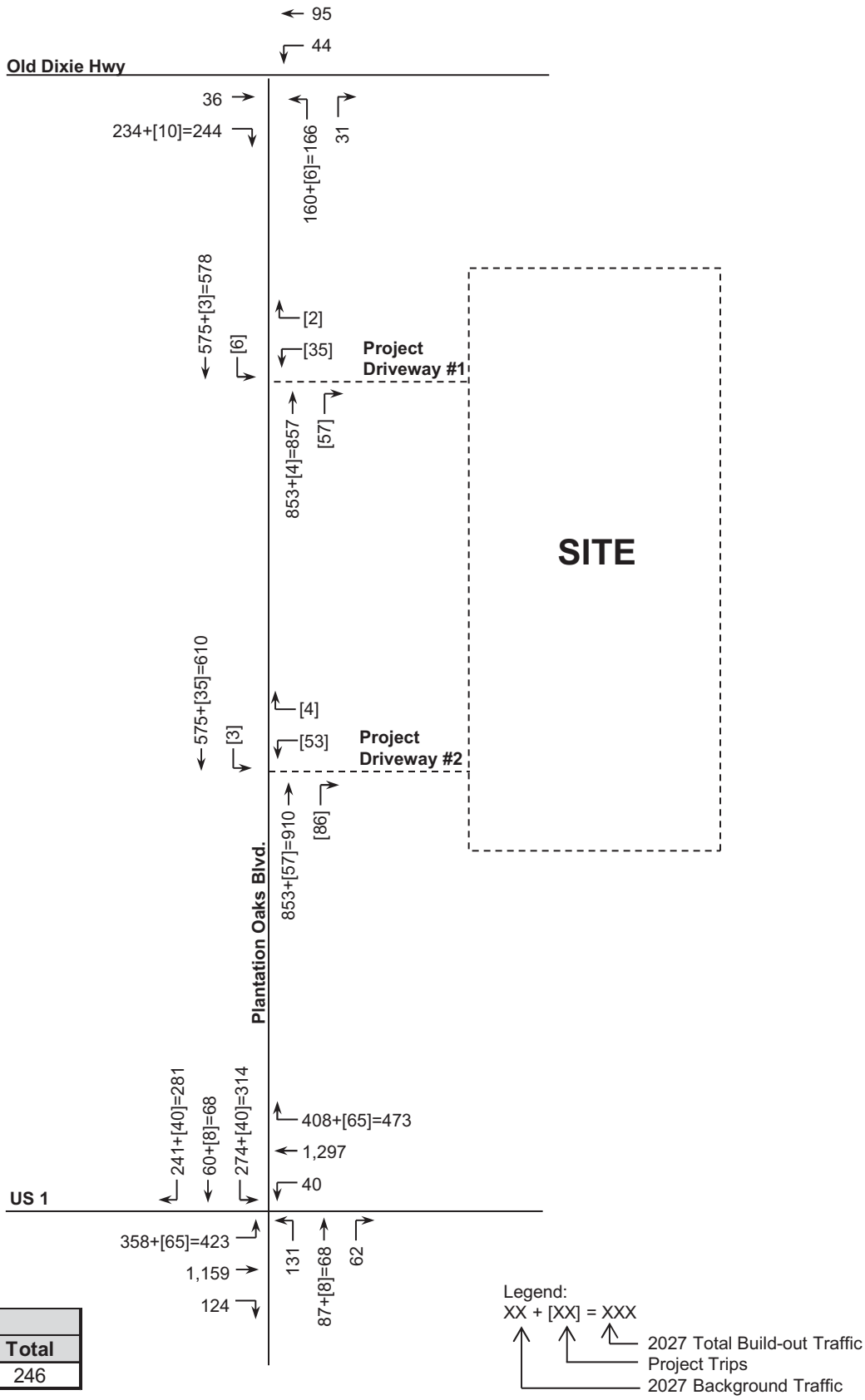
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NTS

2027 AM Peak-Hour Build-Out Volumes

Project No.: 5740.02 | Figure 5A

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PM Peak-Hour		
Enter	Exit	Total
152	94	246

Ridgehaven Residential

N

NTS

2027 PM Peak-Hour Build-Out Volumes

Project No.: 5740.02 | Figure 5B

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Unsignalized Intersection Analysis

The unsignalized intersections and project driveways were analyzed to determine the operating conditions under 2027 build-out conditions, and the results are presented in **Table 10**. The HCS summary sheets are included in **Appendix L**.

Table 10
2027 Build-Out AM and PM Peak-Hour LOS – Unsignalized Intersections
Ridgehaven Residential

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Critical Approach	Delay	LOS	Critical Approach	Delay	LOS
Old Dixie Highway at Plantation Oaks Boulevard	E	NB	11.0	B	NB	11.6	B
Plantation Oaks Boulevard at Full Access Driveway 1	E	WB	30.4	D	WB	43.0	E
Plantation Oaks Boulevard at Full Access Driveway 2	E	WB	41.7	E	WB	61.7	F

As indicated, under build-out conditions, the unsignalized intersections are anticipated to operate with an acceptable LOS with the exception of Plantation Oaks Boulevard at Project Driveway #2 during the P.M. peak-hour. It is typical for minor approaches to operate with high delays when confronted with high volumes along the major street. Since the v/c ratio is less than 1.0 for the westbound approach, this delay is considered acceptable, and no improvements are recommended at this time.

Signalized Intersections Analysis

The signalized intersections were analyzed to determine the operational LOS under build-out conditions, including the improvements identified during 2027 background conditions, and the results are presented in **Table 11**. The HCS summary sheets are contained in **Appendix M**.

Table 11
2027 Build-Out AM and PM Peak-Hour LOS - Signalized Intersection
Ridgehaven Residential

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
US 1 at Plantation Oaks Boulevard	D	50.5	D	No	47.7	D	No

As indicated, the signalized intersection is anticipated to operate with v/c ratios less than 1.0 during the P.M. peak-hour under build-out conditions.

Roadway Segment Analysis

The study area roadway segments were analyzed under build-out conditions, including the improvements identified during 2027 background conditions, to determine the anticipated LOS and the results are presented in **Table 12**. As indicated, all study area roadway segments are expected to operate within the adopted LOS.

Table 12
2027 Build-Out PM Peak-Hour LOS - Roadway Segments
Ridgehaven Residential

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	Existing PM Peak-Hour Two-Way Volume	2027 Background Volume	Project Distribution	Project Trips	2027 Total Build-Out Volume	2027 Build-Out Volume Exceed Adopted LOS?
Plantation Oaks Boulevard	US 1	Northern Project Driveway	4	E	3,410	307	1,699	93.0%	229	1,928	No
	Northern Project Driveway	Old Dixie Highway	4	E	3,410	307	1,699	7.0%	17	1,716	No
Old Dixie Highway	Pine Tree Drive	Plantation Oaks Boulevard	2	E	1,860	290	685	0.2%	0	685	No
	Plantation Oaks Boulevard	Walter Boardman Lane	2	E	1,860	290	685	6.1%	15	700	No

Queue Length and Turn Lane Analysis

A queue length analysis was conducted to determine the recommended storage lengths for existing turn lanes at the study area intersections that are impacted by project traffic. The HCS results were used to obtain the 95th percentile queue lengths expected for each exclusive turn lane during the A.M. and P.M. peak-hours. Turn lane requirements were evaluated using the Volusia County LDC Section 72-619, Table VI and FDOT Design Manual 212. The resulting recommended turn lane lengths for the intersections are provided in **Table 13**. As indicated in the table, all turn lanes that do not meet the required standard lengths do so in existing conditions or due to background conditions in either the AM or PM peak-hours and not due to project trips except for the following turn lanes:

US 1 at Plantation Oaks Boulevard

- Extend eastbound left-turn lane by 75-feet

Alternate Mode Analysis

An alternative mode analysis has been conducted to determine existing and proposed alternate modes of transportation within the immediate project study area.

Votran, Volusia County's public transportation system, provides transportation alternatives to all urban areas of the county via fixed route buses and paratransit vehicles. The frequency of most routes is one hour, with a few operating on the half-hour. Standard daily service is provided from 6:00 a.m. to 7:00 p.m., Monday through Saturday, with a limited fixed route service at night and on Sunday. Currently, there is 1 bus stop within 0.25-miles of the development, located just west of US 1 at Plantation Oaks Boulevard. Route 3C services stops from Airport Road to east of I-95, with a connection to the Votran Transfer Plaza for additional connectivity.

Bicycle and Pedestrian Analysis

Per Ormond Beach Land Development Code (LDC) 3-53(d), a detailed analysis of the bicycle and pedestrian facilities within a one (1) mile radius of the development is required. Currently, there is an existing sidewalk provided along the westside of Plantation Oaks Boulevard, providing access to amenities and services on US 1. There are no sidewalks immediately adjacent to the proposed development. Per Ormond Beach LDC 3-55(1.d), the development will be required to install sidewalks 5-feet in width along Plantation Oaks Boulevard adjacent to the development boundary. Based on prior discussions with City staff, the developer has agreed to install sidewalk extending from the northern project driveway to existing sidewalk network at the intersection of US 1 and Plantation Oaks Boulevard (see **Appendix N**). An existing bike path is provided along the eastside of Plantation Oaks Boulevard, providing access for bicyclists to US 1 and Old Dixie Highway. There are no schools or public parks within a two (2) miles radius of the proposed development currently. In the future, the developer for Plantation Oaks has allotted space to the County for public park amenities, which will be accessible via the Planation Oaks Boulevard sidewalk network. **Figure 6** graphically depicts the project location in relation to the existing sidewalk, existing bike path, and proposed sidewalk network.



Ridgehaven Residential

N

NTS

Bike & Pedestrian Analysis

Project No.: 5740.02 | Figure 6

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Table 14
Build-Out AM and PM Peak-Hour - Queue Length and Turn Lane Recommendations
Ridgehaven Residential

Intersection	Turn Lane	Posted Speed Limit (mph)	Existing Lane Length (ft)	Required Deceleration (ft)*	Existing				Background				Build-Out					
					# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	Lane Length Deficiency Difference from Background to Build-Out (ft)	Project Trips
AM																		
US 1 at Plantation Oaks Boulevard	SBL	45	325	185	1	25	210	0	2	75	260	0	2	75	260	0	0	22
Old Dixie Highway at Plantation Oaks Boulevard	WBL	45	350	320	1	25	345	0	1	25	345	0	1	25	345	0	0	0
PM																		
US 1 at Plantation Oaks Boulevard	SBL	45	325	185	1	25	210	0	2	200	385	60	2	275	460	135	75	65
Old Dixie Highway at Plantation Oaks Boulevard	WBL	45	350	320	1	25	345	0	1	25	345	0	1	25	345	0	0	0

**Based upon Volusia County LDC Section 72-619 Table VI and FDOT Design Manual 212*

Site Access Analysis

Access to the development will be provided via 2 full access driveways along Plantation Oaks Boulevard. The need for turn lanes was determined utilizing the Volusia County Land Development Code (LDC) Section 72-619. Per the Volusia LDC, a right-turn lane is required when the speed limit equals or exceeds 35 miles per hour or if the development will generate 100 or more right-turn movements during the peak hour. A left-turn lane shall be provided at each driveway when the average daily trip ends of the driveway is 1,000 vehicles or more and/or the average peak hour inbound left-turn volume is 25 vehicles or more, with no queue length required if the peak hour entering volume is 75 vehicles in the peak hour or less. Based on this criterion and an adjacent speed limit of 35 miles per hour (mph), the following turn lanes are required at new access points:

Plantation Oaks Boulevard at Full Access Driveway 1:

- A 155-ft (includes 50-ft taper) northbound right-turn lane

Plantation Oaks Boulevard at Full Access Driveway 2:

- A 155-ft (includes 50-ft taper) northbound right-turn lane

Proportionate Share (PS)

Based on the current Florida Statue and procedures outlined in the R2CTPO TIA guidelines, the proportionate share shall be calculated based upon the number of trips from the proposed development being approved. The project traffic is then divided by the change in roadway capacity resulting from the recommended improvements to result in a PS percentage. The total estimated construction cost for the improvement is multiplied by the PS percentage to determine the applicant's PS contribution.

The PS formula is to be applied only to those facilities that are determined to be significantly impacted by the project traffic under review. The recommended improvements eligible for PS determination, the estimated improvements costs and PS calculation are to be negotiated once the TIA has been approved.

6

CONCLUSION AND RECOMMENDATIONS

This study was conducted to evaluate the impact the proposed Ridgehaven Residential development would have on the surrounding roadway network in the City of Ormond Beach. The results of the study are summarized in **Table 14 and Table 15**, below.

Table 14
Recommended Improvements - Intersections
Ridgehaven Residential

Intersection	When Improvement Required	
	2027 Background	2027 Build-Out
US 1 at Plantation Oaks Boulevard	• Add southbound left-turn lane (dual lefts) • Optimize signal timing splits The LOS or v/c ratios will be exceeded due to background conditions without the addition of project trips; therefore in accordance with Florida Statute 163.3180, the project is not responsible for mitigating the deficiencies caused by background conditions.	

Table 15
Recommended Improvements - Segments
Ridgehaven Residential

Segment	Limits		When Improvement Required	
	From	To	2027 Background	2027 Build-Out
Plantation Oaks Blvd	US 1	Northern Project Driveway	4L	
	Northern Project Driveway	Old Dixie Highway	4L	

Based on the criterion in the Volusia County LDC Section 72-619 and an adjacent speed limit of 35 mph, the following turn lanes are required at new access points:

Plantation Oaks Boulevard at Full Access Driveway 1:
- A 155-ft (includes 50-ft taper) northbound right-turn lane

Plantation Oaks Boulevard at Full Access Driveway 2:
- A 155-ft (includes 50-ft taper) northbound right-turn lane

If deemed necessary by the agencies, the recommended improvements caused by build-out project traffic eligible for proportionate share (PS), the estimated improvement cost, and PS calculations are to be negotiated once the TIA results are accepted by the City of Ormond Beach and Volusia County. Based on the results of the TIA and recommended improvements, the proposed Ridgehaven Residential development is recommended for approval.

APPENDICES

APPENDIX A

Preliminary Site Plan

GRAPHIC SCALE
SCALE: 1" = 60'
MADISON DRIVE (80' R/W)
MADISON DRIVE (80' R/W)
MAP BOOK 35
LOT 159
LOT 158
PLANTATION OAKS
PHASE 3
EXISTING DITCH
EXISTING POND
LAKE #56
PLANTATION OAKS
PHASE 2
CONSERVATION EASEMENT
ORB 62

APPENDIX B

Approved Methodology

Via Email: (Steven.spraker@ormondbeach.org)

Ref: 5740.01

September 8, 2022

Mr. Steven S. Spraker, AICP
Planning Director
City of Ormond Beach
22 S. Beach Street
Room 114
Ormond Beach, FL 32174

Re: Ridgehaven Residential - Traffic Impact Analysis Methodology

Dear Mr. Spraker:

LTG, Inc. (LTG) has been retained by Ridgehaven, LLC. to prepare a Traffic Impact Analysis (TIA) for the proposed development known as Ridgehaven Residential. The development is located north of Addison Drive and east of Plantation Oaks Boulevard in the City of Ormond Beach. Access is proposed via two full access driveways along Plantation Oaks Boulevard. Build-out of the proposed development is anticipated by 2027. **Figure 1** shows the location of the project relative to the surrounding road network. A layout of the proposed site is attached as **Exhibit A**. The development will consist of the following land uses:

- Single-Family Detached Housing = 202 Dwelling Units
- Single-Family Attached Housing = 96 Dwelling Units

The City of Ormond Beach has adopted the River to Sea Transportation Planning Organization (R2CTPO) TIA guidelines. In accordance with these guidelines, this letter outlines the proposed methodology by which the analysis will be conducted. The analysis will be based on the latest concurrency information as obtained from the Volusia County Traffic Engineering Department, the City of Ormond Beach Public Works and/or Development Services Departments, and the Florida Department of Transportation (FDOT).

Analysis Period

Roadway segments will be analyzed based on peak-hour two-way traffic and intersections will be analyzed for a.m. and p.m. peak-hours. The analysis will be conducted under 2022 existing conditions and 2027 build-out conditions. The a.m. and p.m. peak-hour turning movement counts will be collected on a typical weekday (Tuesday, Wednesday, or Thursday) between the hours of 7:00 a.m. - 9:00 a.m. and 4:00 p.m. – 6:00 p.m. The existing traffic counts will be adjusted by the FDOT Seasonal Factor (SF) specified for the week the data is collected.

Planned Roadway Improvements

Information on programmed or planned roadway improvements in the area of interest will be obtained from the FDOT Five-Year Work Program, Volusia County, the R2CTPO Long Range Transportation Plan (LRTP), and previously approved projects.

Project Trip Generation

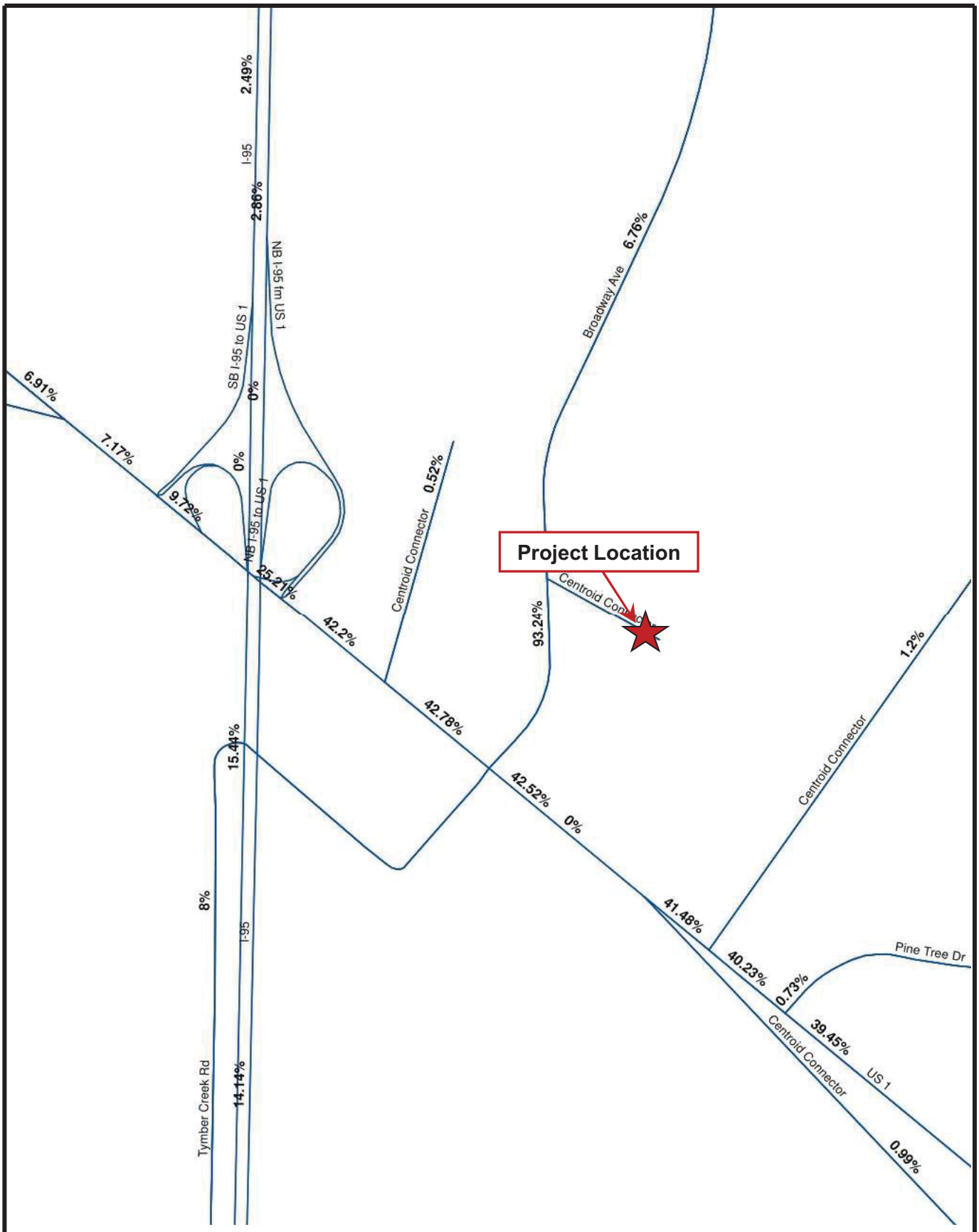
The daily, a.m., and p.m. peak-hour trip generation for the build-out of the development was determined using the Institute of Transportation Engineers (ITE) 10th edition of the *Trip Generation Manual*. The proposed trip generation is summarized in **Table 1**.

Project Trip Distribution

The Central Florida Regional Planning Model version 7 was used to obtain the project trip distribution for the project. The proposed project trip distribution is attached as **Figure 2**. Additional distribution printouts are included in **Exhibit B**.



Ridgehaven Residential	N NTS	**Project Location Map** Project No.: 5740.01 | Figure 1	LTG Engineering & Planning 1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Ridgehaven Residential	N NTS	**Trip Distribution**	Project No.: 5740.01	Figure 2

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Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Table 1
Trip Generation
Ridgehaven Residential

Time Period	Land Use	ITE LUC	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Single-Family Detached Housing	210	Ln(T)=0.92Ln(X)+2.68	202.0	DU	50%	50%	964	964	1,927
	Single-Family Attached Housing	215	T=7.62(X)-50.48	96.0	DU	50%	50%	341	341	681
							Totals:	**1,305**	**1,305**	**2,608**
AM Peak-Hour	Single-Family Detached Housing	210	Ln(T)=0.91Ln(X)+0.12	202	DU	26%	74%	37	104	141
	Single-Family Attached Housing	215	T=0.52(X)-5.70	96	DU	31%	69%	14	30	44
							Totals:	**51**	**134**	**185**
PM Peak-Hour	Single-Family Detached Housing	210	Ln(T)=0.94Ln(X)+0.27	202	DU	63%	37%	121	71	192
	Single-Family Attached Housing	215	T=0.60(X)-3.93	96	DU	57%	43%	31	23	54
							Totals:	**152**	**94**	**246**

Study Area

Per the R2CTPO guidelines, projects must include all roadway segments to which the site has direct connections, that are impacted by the proposed project to within three percent or greater of the peak-hour two-way adopted level of service (LOS) capacity, major intersections along the significant segments, and roadway segments that have been designated as “critical” or “near critical” within the site traffic influenced segments.

Critical and near critical roadways are defined by Volusia County as roadways with a volume to capacity (v/c) ratio that is equal to or greater than 1.0 and 0.90, respectively. **Figure 3** depicts the critical and near critical roadway segments within the area.

Using the project trip distribution, p.m. peak-hour project trips were assigned to the roadway network to determine the roadway segments that are impacted by the proposed project to within three percent or greater of the peak-hour two-way adopted level of service (LOS) capacity. **Table 2** presents the significance test on area roadways for the proposed development.

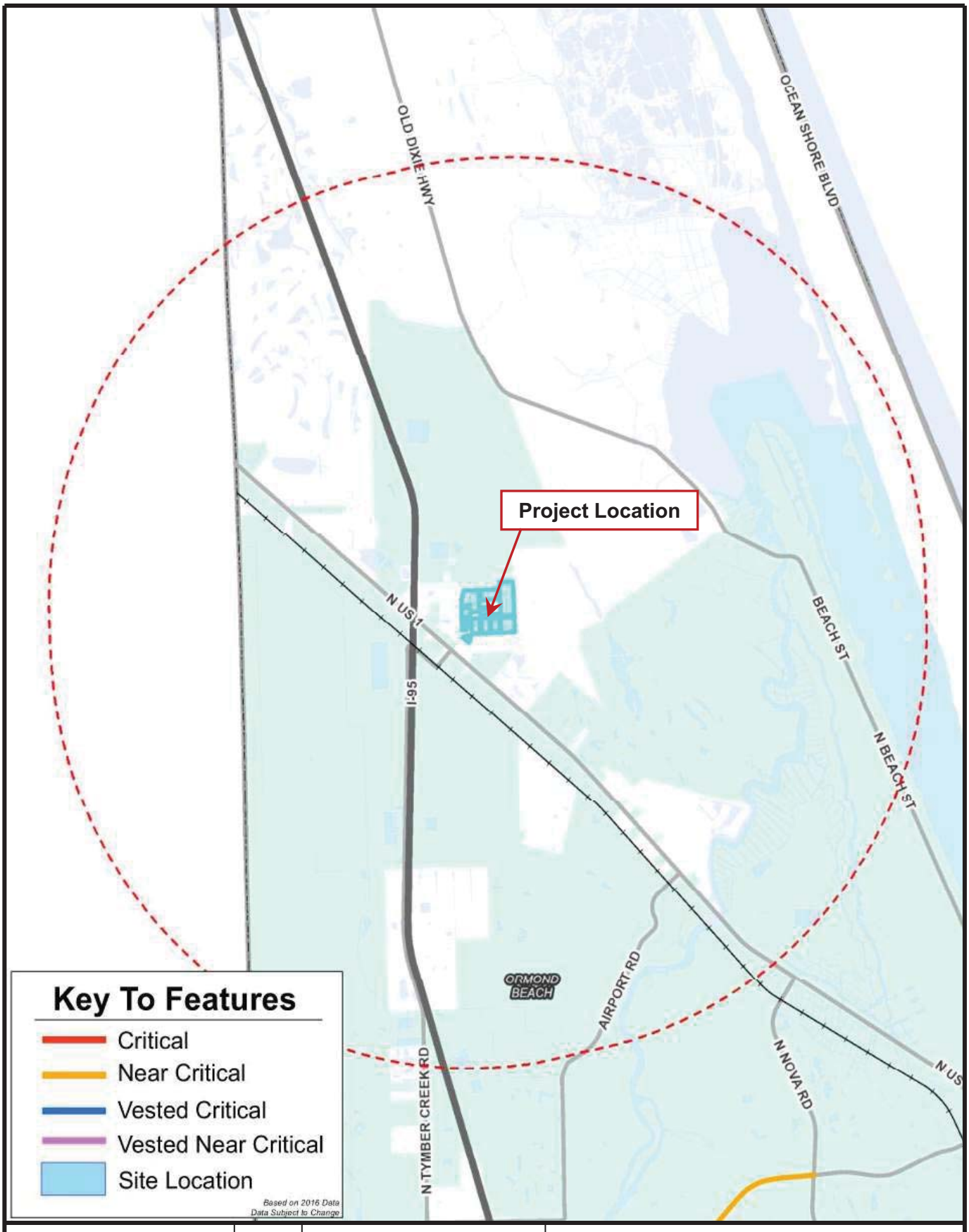
As indicated in **Table 2**, the project traffic is significant on one area roadways. Therefore, the following intersections and roadway segments will be included in the study:

Roadway Segments:

- Plantation Oaks Boulevard from US 1 to Old Dixie Highway (provides access, significant)
- Old Dixie Highway/Beach Street from Pine Tree Drive to Walter Boardman Lane (requested by the City)

Intersections:

- US 1 at Plantation Oaks Boulevard
- Old Dixie Highway at Plantation Oaks Boulevard
- Plantation Oaks Boulevard at Project Driveways (future conditions)



Ridgehaven Residential	N NTS	3-Mile Critical/Near Critical Map	LTG Engineering & Planning
		Project No.: 5740.01 Figure 3	1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Table 2
Significance Test
Ridgehaven Residential

Roadway	Limits		No. of Lanes	Adopted LOS[1]	Peak-Hour Two-Way Capacity at Adopted LOS[2]	Build Out Project Distribution	PM Peak-Hour Two-Way		
	From	To					Project Trips	Impact of LOS	3% Significant?
I-95	SR 40/Granada Blvd.	US 1	6	D	10,510	29.6%	73	0.69%	No
	US 1	Flagler Co. Line/Old Dixie Hwy	6	D	10,510	5.4%	13	0.12%	No
US 1	SR 5A/Nova Rd.	Airport Rd.	4	D	3,580	28.3%	70	1.96%	No
	Airport Rd.	I-95	4	D	3,580	42.8%	105	2.93%	No
	I-95	Flagler Co. Line/Old Dixie Hwy	4	D	3,580	9.7%	24	0.67%	No
Old Dixie Hwy/ Beach Street	Inglesia Ave	Pine Tree Dr	2	E	1,020	0.9%	2	0.20%	No
	Pine Tree Dr	Plantation Oaks Blvd	2	E	1,860	0.2%	0	0.00%	No
	Plantation Oaks Blvd	Walter Boardman Ln	2	E	1,860	6.1%	15	0.81%	No
Pine Tree Dr	US 1	Addison Dr	2	E	1,020	0.7%	2	0.20%	No
	Addison Dr	Old Dixie Hwy	2	E	1,020	0.7%	2	0.20%	No
Plantation Oaks Blvd	US 1	Old Dixie Hwy	2	E	1,020	100.0%	246	24.12%	Yes
Airport Rd	Sunshine Blvd	US 1	2	E	2,200	5.2%	13	0.59%	No

[1]Per Comprehensive Plan of Jurisdiction
[2]Per 2021 VC AADT Spreadsheet

Critical
Near Critical
Vested Critical
Vested Near Critical

Build-Out Traffic

The build-out traffic will be developed by the sum of the background traffic (derived from historical growth rates and vested trips as identified by Volusia County) and the estimated project traffic. Growth rates for each study area roadway segment will be determined using the following method:

- Historic growth trends calculated based upon the last five years of historic count data to determine a roadway segment's applicable trend growth rate using the best fitted regression analysis.
- If the R^2 value is less than 0.70, then ten (10) years of historical traffic data will be used to determine the trends growth rate using the best fitted regressions analysis.
- If the R^2 is still less than 0.70, the R^2 for the adjoining northbound and southbound segments will be analyzed. Then the growth rate shall be determined by the trend fitted curve. If the overall trend fitted curve is positive,1% or 2% shall be used. If the overall trend fitted curve is negative, then a 1% growth rate will be applied.
- In no case shall the growth rate be negative.
- Vested trips will be applied in addition to growth rates where applicable.
- If the R^2 value is greater than 70%, and the growth rate is greater than 3%, the background growth will be determined using either vested trips or the growth rate, whichever is more conservative.
- If the R^2 value is greater than 70%, and the growth rate is greater than 3%, and there is a high number of vested trips to be applied by multiple vested projects with various land uses, a request may be made to reduce vested traffic by 30% if the vested traffic is 30% of the total background growth.
- Per recent Volusia County directive, exponential regression will not be used to determine growth rates.

The results of the trends analysis and vested trips as identified by the County's latest vested trips table, is provided in **Table 3**. At the request of the County, Exponential Regression was not used to determine growth rates. All improvements funded for construction within the first three years of the five-year work program will be considered in the future analysis. It is understood that this methodology will remain valid for a period of six (6) months from the date of approval.

Segment Analysis – P.M. Peak-Hour (Existing, Background, and Build-Out Conditions)

If the future projected volume is expected to exceed the maximum service volume of a roadway segment, a transportation analysis may be conducted to determine service volume specific to that segment, if authorized by the applicant. The procedures documented in the latest version of the FDOT *Quality/Level of Service Handbook* will be used to determine specific capacity, if necessary.

Intersection Analysis – A.M. & P.M. Weekday Peak-Hour (Existing, Background, and Build-Out Conditions)

The operating conditions for both the existing and future conditions at the unsignalized intersections will be analyzed using the *Highway Capacity Software (HCS)*. This software utilizes the methodology outlined in Chapter 20 of the Highway Capacity Manual, Version 2022, titled "Two-Way Stop Controlled Intersections." The operating conditions for both the existing and future conditions at the signalized intersections will be evaluated using HCS and/or *Synchro 10*. This software utilizes the methodology outlined in Chapter 19 of the 2010 Highway Capacity Manual, titled "Signalized Intersections".

Alternative Mode Analysis

An alternate mode analysis will be conducted which will evaluate present and programmed bike and pedestrian within 1 mile of the development in accordance with Section 3-53 of the Ormond Beach Land Development Code. Votran shall be notified of the proposed project (land use and intensity), and comment shall be requested for potential future routes.

Table 3
Trends Growth and Vested Trips
Ridgehaven Residential

Roadway	Limits		5-Year			10-Year			Applied Growth Rate	High Growth? Y/N	Vested Trips	Existing Peak-Hour Volume	Existing AADT Year	Build-Out Year	Growth Method Applied
	From	To	Best Fit Regression	R^2 Value	Historical Growth Rate	Best Fit Regression	R^2 Value	Historical Growth Rate							
Plantation Oaks Blvd	US 1	Old Dixie Hwy	NA	NA	NA	NA	NA	NA	2.00%	N	0	*	2021	2027	Historical Growth

**Existing PM Peak-Hour Volume will be determined using collected turning movement counts*

Site Access Analysis

A site access analysis based on the proposed preliminary plan and driveway geometry will be included in the analysis. The current driveway spacing and turn lane criteria standards adopted by the maintaining agency will be used to evaluate any necessary access improvements or recommendations.

Improvement Mitigations

All proposed mitigation improvements must be consistent with the appropriate city and county comprehensive plans transportation element. In particular, if a proposed mitigation improvement is to widen a county roadway beyond that which is indicated on the county's adopted Future Number of Lanes Map (or allowed by the CTE since a county map amendment is pending), an alternative mitigation improvement project must be proposed. Any additional traffic evaluations or studies required to provide recommendations for improvement will also be identified in the report. Full execution of additional analyses required to implement or include the improvement in the mitigation plan for the project will be submitted under separate cover.

Please review and advise if the City is in agreement with this proposed methodology or provide comments relating to preferred revisions. If you have any questions, please contact me at 386.257.2571.

Sincerely,
LTG, Inc.

George A. Galan, PE
Director of Traffic Operations

Attachments:

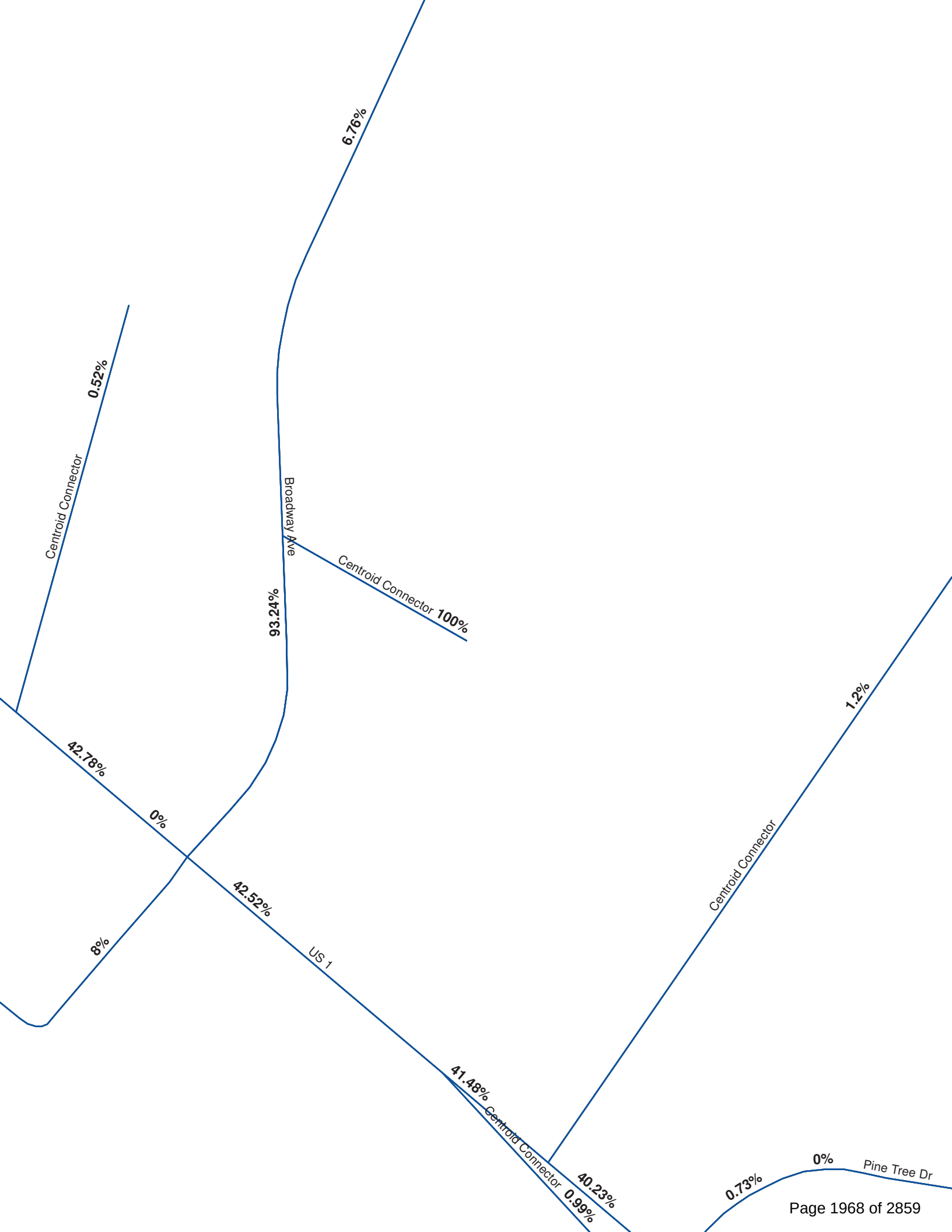
Exhibit A: Conceptual Site Plan
Exhibit B: Distribution Print-Outs

c: David Janse, Ridgehaven, LLC. (davej@ridge-development.com)

EXHIBIT A

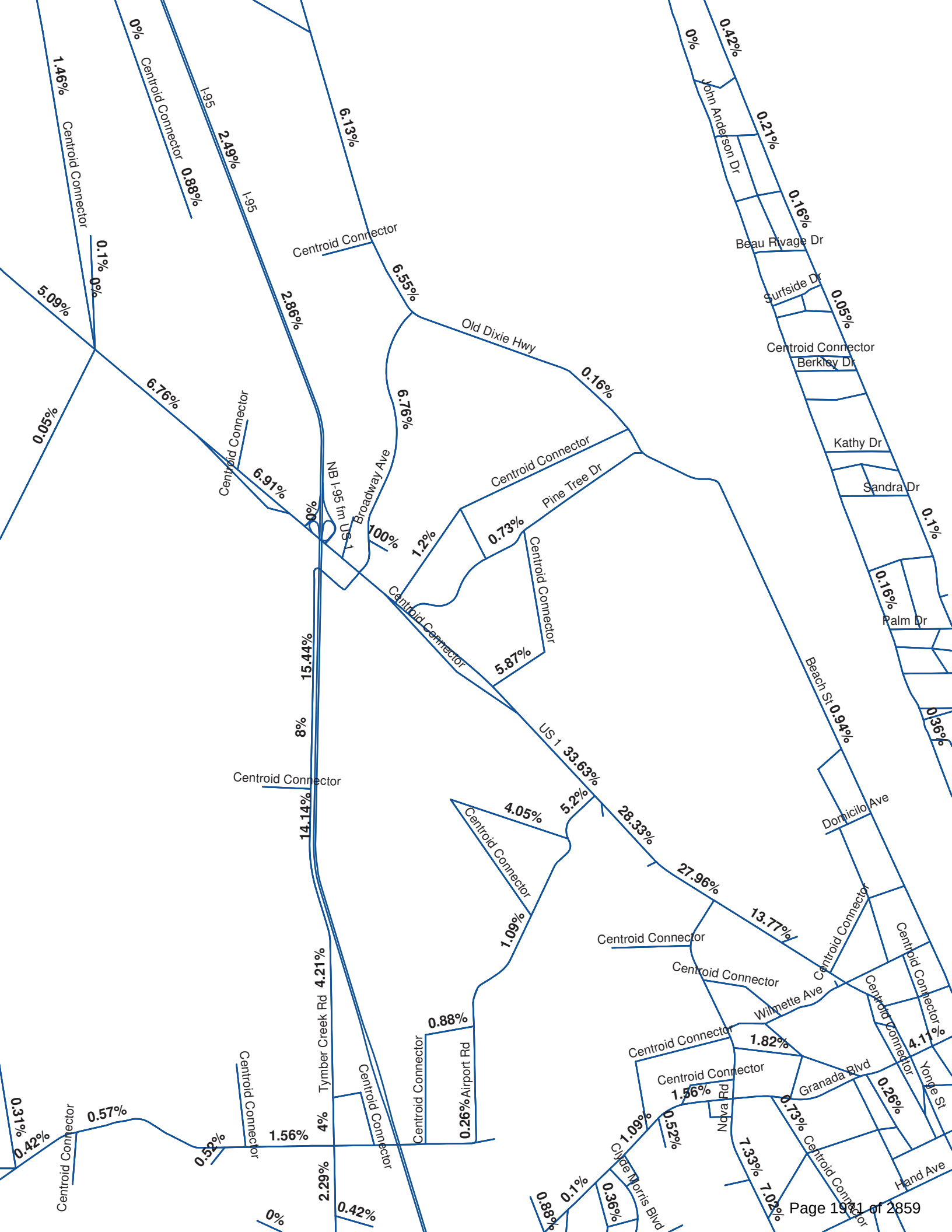
GRAPHIC SCALE
SCALE: 1" = 60'
MADISON DRIVE (80' R/W)
MAP BOOK 35
LOT 159
LOT 158
PLANTATION OAKS
PHASE 3
EXISTING POND
EXISTING DITCH
LAKE #56
CONSERVATION EASEMENT ORB 62
OUT PARCEL

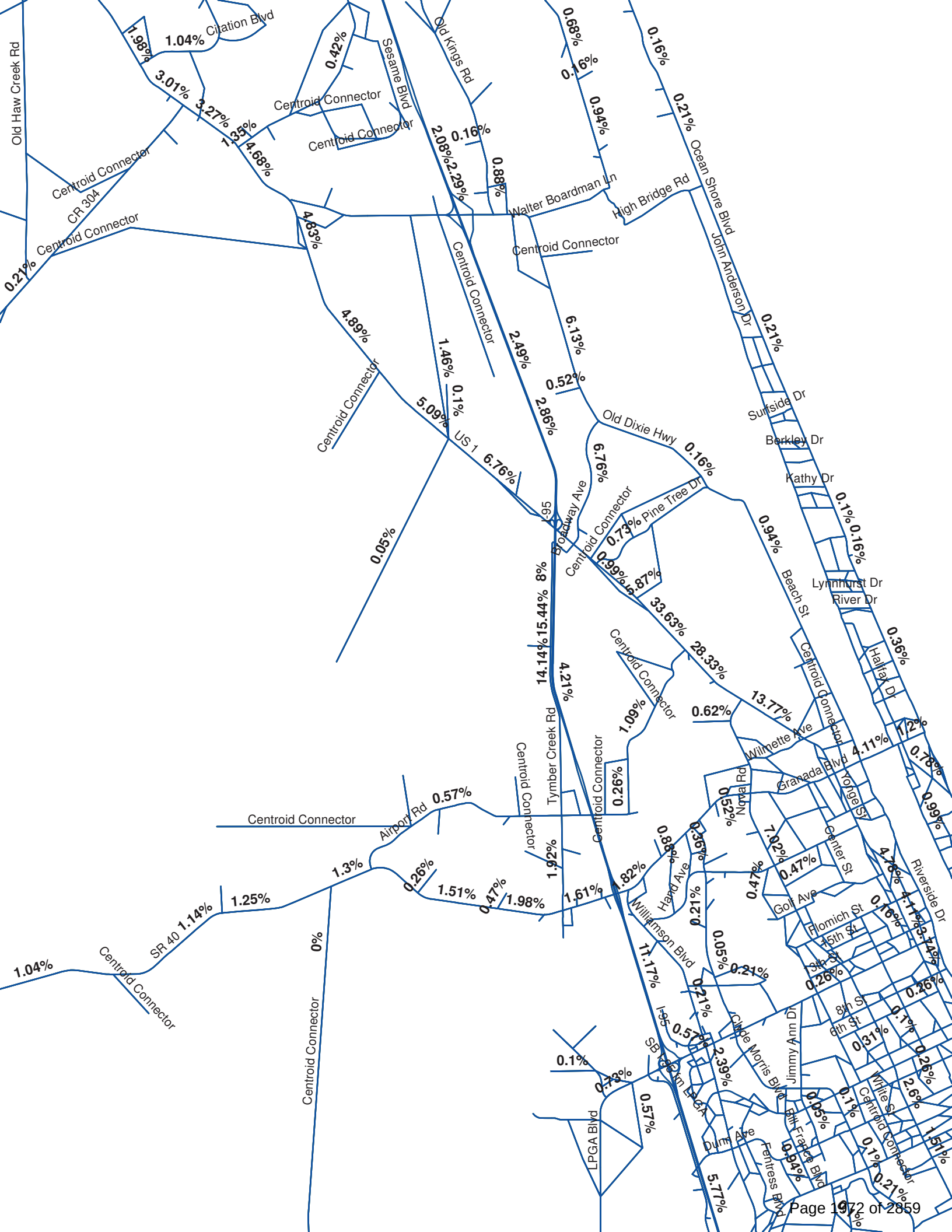
EXHIBIT B


6.76%
Broadway Ave
Centroid Connector
0.52%
Centroid Connector
100%
93.24%
42.78%
0%
42.52%
8%
US 1
41.48%
Centroid Connector
0.99%
40.23%
Centroid Connector
1.2%
0.73%
0%
Pine Tree Dr


2.49%
I-95
2.86%
NB I-95 frm US 1
SB I-95 to US 1
0%
6.91%
7.17%
0%
9.72%
NB I-95 to US 1
25.21%
42.2%
Centroid Connector
0.52%
Broadway Ave
6.76%
93.24%
Centroid Connector
42.78%
15.44%
42.52%
0%
1.2%
Centroid Connector
8%
I-95
41.48%
40.23%
0.73%
Pine Tree Dr
39.45%
US 1
Centroid Connector
0.99%
Tymber Creek Rd
14.14%


2.49%
2.86%
6.55%
6.76%
0.16%
Old Dixie Hwy
0%
6.76%
Centroid Connector
6.91%
0.26%
0%
SB I-95 to US 1
NB I-95 fm US 1
23.21%
Broadway Ave
Centroid Connector
0.52%
15.44%
93.24%
42.52%
1.2%
Centroid Connector
Pine Tree Dr
0.73%
I-95
Tymber Creek Rd
I-95
Centroid Connector
39.45%
0.99%
Centroid Connector
8%
US 1
33.63%
Centroid Connector
14.14%
4.21%
4.05%
Airport Rd
0.21%
5.2%
1.9%


Centroid Connector
1.46%
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0.88%
I-95
2.49%
6.13%
Centroid Connector
6.55%
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0%
5.09%
2.86%
Old Dixie Hwy
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6.76%
Centroid Connector
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0%
NB I-95 frn US 1
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Centroid Connector
Pine Tree Dr
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Centroid Connector
5.87%
Centroid Connector
15.44%
8%
Centroid Connector
14.14%
US 1
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5.2%
4.05%
Centroid Connector
1.09%
28.33%
27.96%
13.77%
Centroid Connector
0.88%
Airport Rd
0.26%
Tymber Creek Rd
4.21%
Centroid Connector
Centroid Connector
4%
1.56%
0.52%
Centroid Connector
0.57%
0.42%
0.31%
Centroid Connector
2.29%
0.42%
0%
John Anderson Dr
0%
0.42%
0.21%
0.16%
Beau Rivage Dr
Surfside Dr
0.05%
Centroid Connector
Berkley Dr
Kathy Dr
Sandra Dr
0.1%
0.16%
Palm Dr
0.36%
Beach St
0.94%
Domicilo Ave
Centroid Connector
Centroid Connector
Centroid Connector
Wilmette Ave
Centroid Connector
Centroid Connector
1.82%
4.11%
Centroid Connector
Granada Blvd
Yonge St
0.26%
1.56%
Nova Rd
1.09%
0.52%
0.73%
Centroid Connector
7.33%
7.02%
Hand Ave
0.1%
0.88%
Clyde Morris Blvd
0.36%


Old Haw Creek Rd
Citation Blvd
Sesame Blvd
Old Kings Rd
Centroid Connector
CR 304
Walter Boardman Ln
High Bridge Rd
John Anderson Dr
Ocean Shore Blvd
Surfside Dr
Berkley Dr
Kathy Dr
Lynnhurst Dr
River Dr
Halifax Dr
Old Dixie Hwy
US 1
I-95
Broadway Ave
Pine Tree Dr
Beach St
Wilmette Ave
Granada Blvd
Yonge St
Nona Rd
Center St
Golf Ave
Flomich St
15th St
13th St
8th St
6th St
Riverside Dr
Hand Ave
Williamson Blvd
Clyde Morris Blvd
Jimmy Ann Dr
White St
6th Fraces Blvd
Dunn Ave
Fentress Blvd
LPGA Blvd
SB Keller Expy
Tymber Creek Rd
Airport Rd
SR 40
1.98%
1.04%
3.01%
3.27%
1.35%
4.68%
0.42%
2.08%
2.29%
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0.88%
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5.09%
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11.17%
0.21%
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0.31%
0.57%
2.39%
0.1%
0.73%
0.57%
0.95%
0.1%
2.6%
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1.51%
0.94%
0.1%
0.21%
5.77%
1.14%
1.25%
0%
1.04%

APPENDIX C

Turning Movement Count Data & Trip Assignment Sheets

DE TRAFFIC

detraffic.com
(386) 341-4186
US 1 at Plantation Oaks Blvd
Volusia County, Fl

File Name : US 1 at Plantation
Site Code : 00000002
Start Date : 9/15/2022
Page No : 1

Groups Printed- Automobiles - Commercial

	Plantation Oaks Blvd Southbound				US 1 Westbound				Broadway Ave Northbound				US 1 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	20	3	8	31	3	142	4	149	23	1	6	30	9	179	11	199	409
07:15 AM	23	9	9	41	10	160	25	195	18	2	6	26	6	223	30	259	521
07:30 AM	31	7	11	49	12	173	11	196	30	5	10	45	3	269	27	299	589
07:45 AM	33	7	16	56	19	211	9	239	30	8	14	52	6	288	41	335	682
Total	107	26	44	177	44	686	49	779	101	16	36	153	24	959	109	1092	2201
08:00 AM	26	8	11	45	15	183	12	210	36	5	6	47	9	228	39	276	578
08:15 AM	23	7	9	39	9	186	12	207	16	6	7	29	7	259	23	289	564
08:30 AM	22	8	9	39	14	174	7	195	12	3	1	16	7	233	38	278	528
08:45 AM	32	4	6	42	9	165	11	185	10	3	8	21	3	230	12	245	493
Total	103	27	35	165	47	708	42	797	74	17	22	113	26	950	112	1088	2163
04:00 PM	16	3	6	25	6	227	19	252	11	6	9	26	9	242	16	267	570
04:15 PM	18	4	5	27	9	280	19	308	19	4	12	35	8	258	13	279	649
04:30 PM	21	7	10	38	8	278	24	310	25	9	17	51	10	296	16	322	721
04:45 PM	21	6	10	37	10	291	27	328	21	4	18	43	8	267	25	300	708
Total	76	20	31	127	33	1076	89	1198	76	23	56	155	35	1063	70	1168	2648
05:00 PM	19	5	7	31	11	318	26	355	34	8	13	55	11	270	31	312	753
05:15 PM	19	5	15	39	8	293	21	322	29	4	9	42	15	249	35	299	702
05:30 PM	14	5	12	31	8	297	17	322	32	9	15	56	10	286	24	320	729
05:45 PM	9	4	8	21	5	251	16	272	21	7	13	41	8	255	26	289	623
Total	61	19	42	122	32	1159	80	1271	116	28	50	194	44	1060	116	1220	2807
Grand Total	347	92	152	591	156	3629	260	4045	367	84	164	615	129	4032	407	4568	9819
Apprch %	58.7	15.6	25.7		3.9	89.7	6.4		59.7	13.7	26.7		2.8	88.3	8.9		
Total %	3.5	0.9	1.5	6	1.6	37	2.6	41.2	3.7	0.9	1.7	6.3	1.3	41.1	4.1	46.5	
Automobiles	337	68	130	535	148	3428	239	3815	346	65	158	569	106	3903	392	4401	9320
% Automobiles	97.1	73.9	85.5	90.5	94.9	94.5	91.9	94.3	94.3	77.4	96.3	92.5	82.2	96.8	96.3	96.3	94.9
Commercial	10	24	22	56	8	201	21	230	21	19	6	46	23	129	15	167	499
% Commercial	2.9	26.1	14.5	9.5	5.1	5.5	8.1	5.7	5.7	22.6	3.7	7.5	17.8	3.2	3.7	3.7	5.1

DE TRAFFIC

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US 1 at Plantation Oaks Blvd
Volusia County, Fl

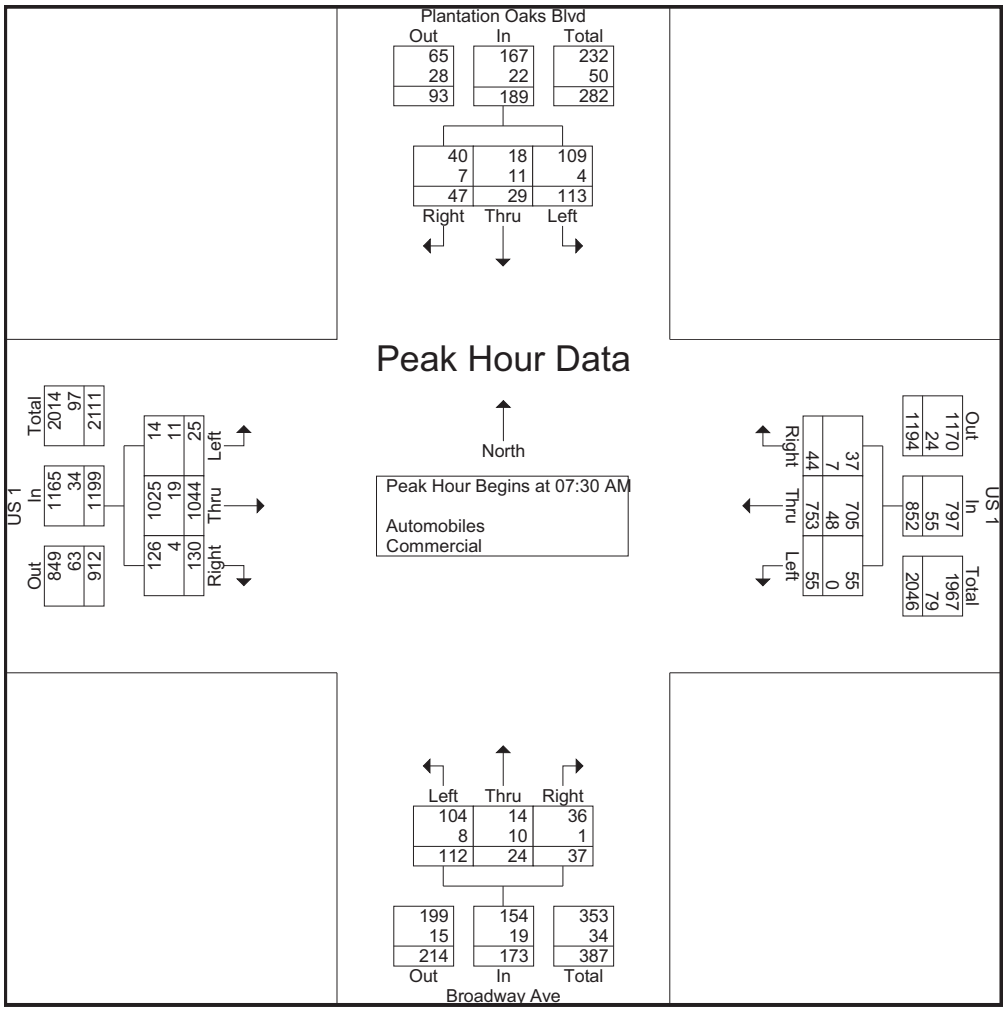
File Name : US 1 at Plantation
Site Code : 00000002
Start Date : 9/15/2022
Page No : 2

	Plantation Oaks Blvd Southbound				US 1 Westbound				Broadway Ave Northbound				US 1 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	31	7	11	49	12	173	11	196	30	5	10	45	3	269	27	299	589
07:45 AM	33	7	16	56	19	211	9	239	30	8	14	52	6	288	41	335	682
08:00 AM	26	8	11	45	15	183	12	210	36	5	6	47	9	228	39	276	578
08:15 AM	23	7	9	39	9	186	12	207	16	6	7	29	7	259	23	289	564
Total Volume	113	29	47	189	55	753	44	852	112	24	37	173	25	1044	130	1199	2413
% App. Total	59.8	15.3	24.9		6.5	88.4	5.2		64.7	13.9	21.4		2.1	87.1	10.8		
PHF	.856	.906	.734	.844	.724	.892	.917	.891	.778	.750	.661	.832	.694	.906	.793	.895	.885
Automobiles	109	18	40	167	55	705	37	797	104	14	36	154	14	1025	126	1165	2283
% Automobiles	96.5	62.1	85.1	88.4	100	93.6	84.1	93.5	92.9	58.3	97.3	89.0	56.0	98.2	96.9	97.2	94.6
Commercial	4	11	7	22	0	48	7	55	8	10	1	19	11	19	4	34	130
% Commercial	3.5	37.9	14.9	11.6	0	6.4	15.9	6.5	7.1	41.7	2.7	11.0	44.0	1.8	3.1	2.8	5.4

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US 1 at Plantation Oaks Blvd
Volusia County, Fl

File Name : US 1 at Plantation
Site Code : 00000002
Start Date : 9/15/2022
Page No : 3



DE TRAFFIC

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(386) 341-4186
US 1 at Plantation Oaks Blvd
Volusia County, Fl

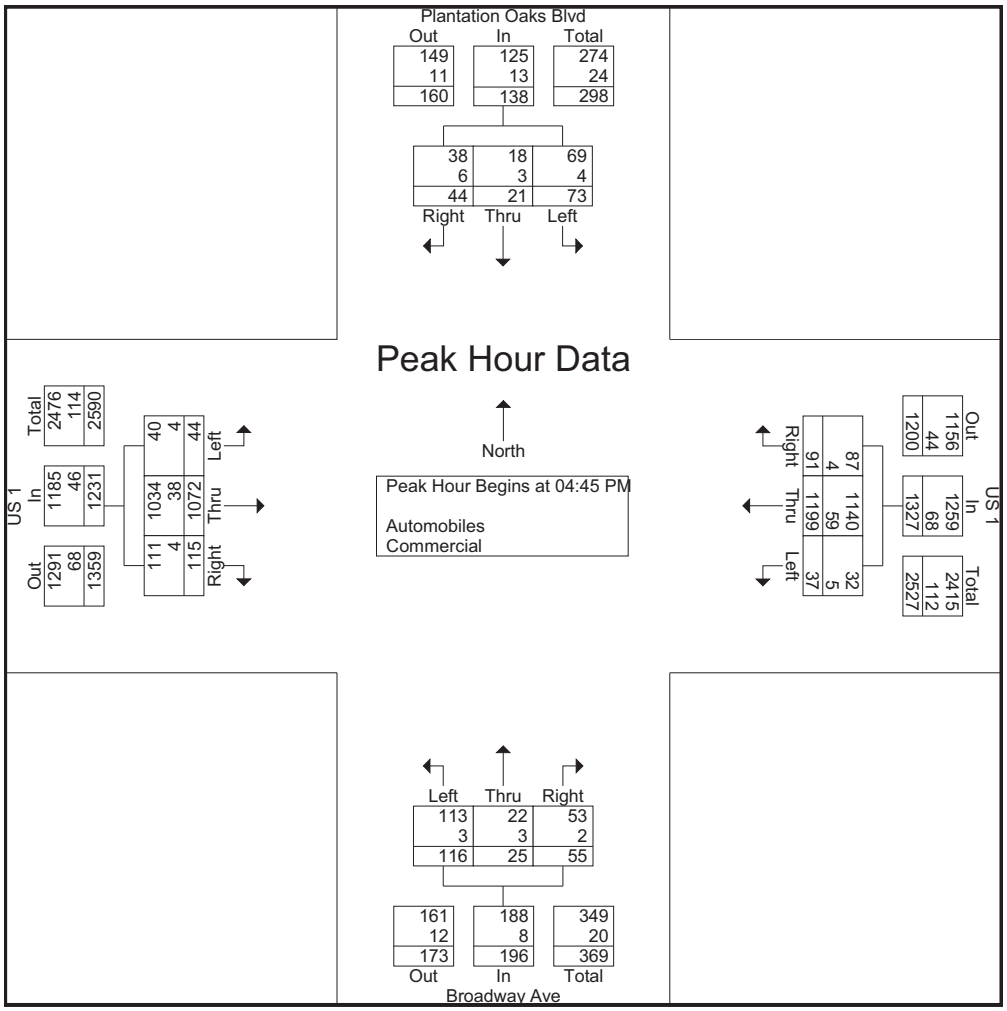
File Name : US 1 at Plantation
Site Code : 00000002
Start Date : 9/15/2022
Page No : 4

	Plantation Oaks Blvd Southbound				US 1 Westbound				Broadway Ave Northbound				US 1 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	21	6	10	37	10	291	27	328	21	4	18	43	8	267	25	300	708
05:00 PM	19	5	7	31	11	318	26	355	34	8	13	55	11	270	31	312	753
05:15 PM	19	5	15	39	8	293	21	322	29	4	9	42	15	249	35	299	702
05:30 PM	14	5	12	31	8	297	17	322	32	9	15	56	10	286	24	320	729
Total Volume	73	21	44	138	37	1199	91	1327	116	25	55	196	44	1072	115	1231	2892
% App. Total	52.9	15.2	31.9		2.8	90.4	6.9		59.2	12.8	28.1		3.6	87.1	9.3		
PHF	.869	.875	.733	.885	.841	.943	.843	.935	.853	.694	.764	.875	.733	.937	.821	.962	.960
Automobiles	69	18	38	125	32	1140	87	1259	113	22	53	188	40	1034	111	1185	2757
% Automobiles	94.5	85.7	86.4	90.6	86.5	95.1	95.6	94.9	97.4	88.0	96.4	95.9	90.9	96.5	96.5	96.3	95.3
Commercial	4	3	6	13	5	59	4	68	3	3	2	8	4	38	4	46	135
% Commercial	5.5	14.3	13.6	9.4	13.5	4.9	4.4	5.1	2.6	12.0	3.6	4.1	9.1	3.5	3.5	3.7	4.7

DE TRAFFIC

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US 1 at Plantation Oaks Blvd
Volusia County, Fl

File Name : US 1 at Plantation
Site Code : 00000002
Start Date : 9/15/2022
Page No : 5



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US 1 at Plantation Oaks Blvd
Volusia County, Fl

File Name : US 1 at Plantation
Site Code : 00000002
Start Date : 9/15/2022
Page No : 6

Groups Printed- Peds

	Plantation Oaks Blvd Southbound					US 1 Westbound					Broadway Ave Northbound					US 1 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:30 AM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
08:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2
Grand Total	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2	2	3
Apprch %	0	0	0	0		0	0	0	100		0	0	0	0		0	0	0	100		
Total %	0	0	0	0	0	0	0	0	33.3	33.3	0	0	0	0	0	0	0	0	66.7	66.7	

DE TRAFFIC

detraffic.com
(386) 341-4186
Plantation Oaks Blvd at Old Dixie Hwy
Volusia County, Fl

File Name : Old Dixie at Plantation
Site Code : 00000001
Start Date : 9/15/2022
Page No : 1

Groups Printed- Automobiles - Commercial

	N/A Southbound				Old Dixie Hwy Westbound				Plantation Oaks Blvd Northbound				Old Dixie Hwy Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	0	0	0	6	0	6	13	0	0	13	0	8	21	29	48
07:15 AM	0	0	0	0	0	9	0	9	19	0	0	19	0	13	22	35	63
07:30 AM	0	0	0	0	1	11	0	12	14	0	0	14	0	19	28	47	73
07:45 AM	0	0	0	0	0	16	0	16	14	0	0	14	0	19	26	45	75
Total	0	0	0	0	1	42	0	43	60	0	0	60	0	59	97	156	259
08:00 AM	0	0	0	0	0	7	0	7	20	0	2	22	0	17	29	46	75
08:15 AM	0	0	0	0	2	7	0	9	20	0	1	21	0	19	21	40	70
08:30 AM	0	0	0	0	0	11	0	11	12	0	3	15	0	15	25	40	66
08:45 AM	0	0	0	0	2	13	0	15	16	0	3	19	0	16	22	38	72
Total	0	0	0	0	4	38	0	42	68	0	9	77	0	67	97	164	283
04:00 PM	0	0	0	0	0	11	0	11	24	0	2	26	0	6	11	17	54
04:15 PM	0	0	0	0	1	16	0	17	16	0	0	16	0	4	16	20	53
04:30 PM	0	0	0	0	0	18	0	18	24	0	1	25	0	13	18	31	74
04:45 PM	0	0	0	0	2	16	0	18	16	0	2	18	0	9	19	28	64
Total	0	0	0	0	3	61	0	64	80	0	5	85	0	32	64	96	245
05:00 PM	0	0	0	0	2	18	0	20	19	0	0	19	0	4	18	22	61
05:15 PM	0	0	0	0	1	15	0	16	17	0	4	21	0	1	18	19	56
05:30 PM	0	0	0	0	2	17	0	19	21	0	4	25	0	11	20	31	75
05:45 PM	0	0	0	0	3	13	0	16	20	0	6	26	0	8	13	21	63
Total	0	0	0	0	8	63	0	71	77	0	14	91	0	24	69	93	255
Grand Total	0	0	0	0	16	204	0	220	285	0	28	313	0	182	327	509	1042
Apprch %	0	0	0		7.3	92.7	0		91.1	0	8.9		0	35.8	64.2		
Total %	0	0	0	0	1.5	19.6	0	21.1	27.4	0	2.7	30	0	17.5	31.4	48.8	
Automobiles	0	0	0	0	16	202	0	218	279	0	28	307	0	182	323	505	1030
% Automobiles	0	0	0	0	100	99	0	99.1	97.9	0	100	98.1	0	100	98.8	99.2	98.8
Commercial	0	0	0	0	0	2	0	2	6	0	0	6	0	0	4	4	12
% Commercial	0	0	0	0	0	1	0	0.9	2.1	0	0	1.9	0	0	1.2	0.8	1.2

DE TRAFFIC

detraffic.com
(386) 341-4186
Plantation Oaks Blvd at Old Dixie Hwy
Volusia County, Fl

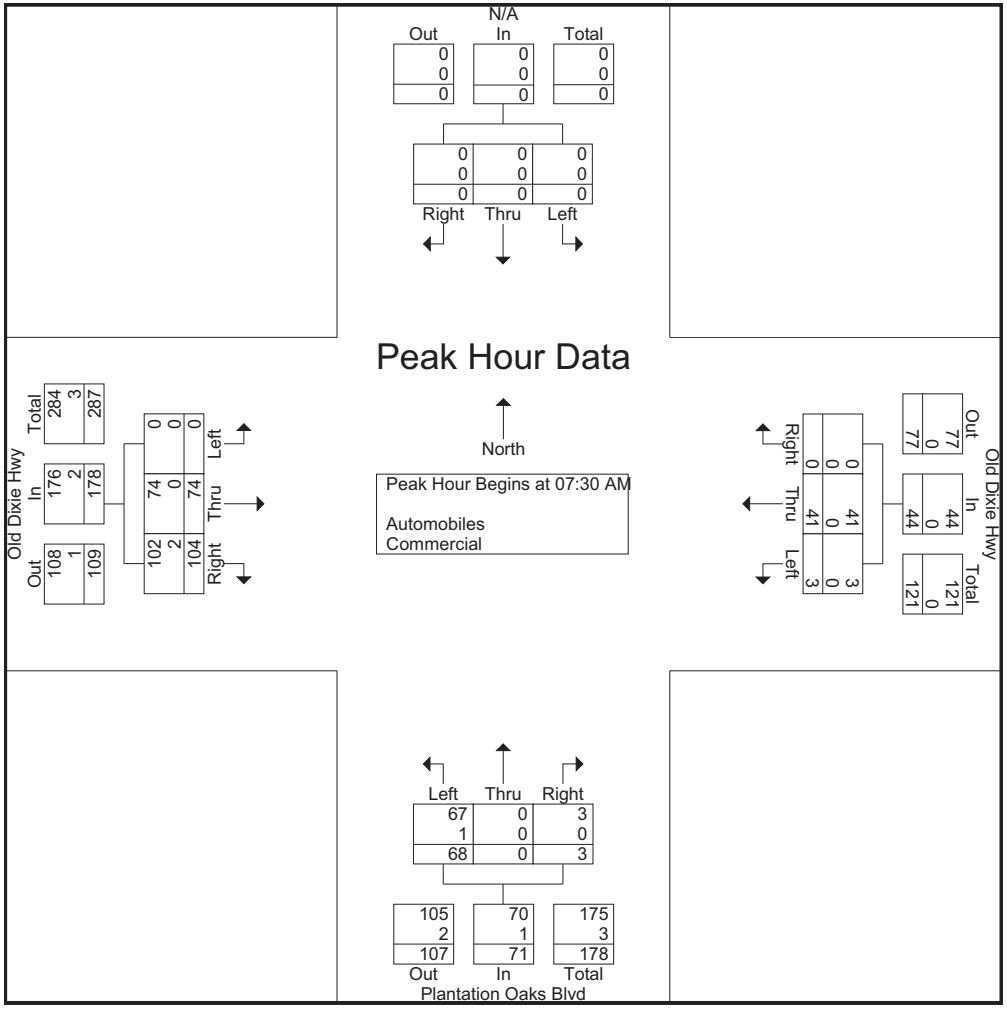
File Name : Old Dixie at Plantation
Site Code : 00000001
Start Date : 9/15/2022
Page No : 2

	N/A Southbound				Old Dixie Hwy Westbound				Plantation Oaks Blvd Northbound				Old Dixie Hwy Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	0	0	0	0	1	11	0	12	14	0	0	14	0	19	28	47	73
07:45 AM	0	0	0	0	0	16	0	16	14	0	0	14	0	19	26	45	75
08:00 AM	0	0	0	0	0	7	0	7	20	0	2	22	0	17	29	46	75
08:15 AM	0	0	0	0	2	7	0	9	20	0	1	21	0	19	21	40	70
Total Volume	0	0	0	0	3	41	0	44	68	0	3	71	0	74	104	178	293
% App. Total	0	0	0		6.8	93.2	0		95.8	0	4.2		0	41.6	58.4		
PHF	.000	.000	.000	.000	.375	.641	.000	.688	.850	.000	.375	.807	.000	.974	.897	.947	.977
Automobiles	0	0	0	0	3	41	0	44	67	0	3	70	0	74	102	176	290
% Automobiles	0	0	0	0	100	100	0	100	98.5	0	100	98.6	0	100	98.1	98.9	99.0
Commercial	0	0	0	0	0	0	0	0	1	0	0	1	0	0	2	2	3
% Commercial	0	0	0	0	0	0	0	0	1.5	0	0	1.4	0	0	1.9	1.1	1.0

DE TRAFFIC

detraffic.com
(386) 341-4186
Plantation Oaks Blvd at Old Dixie Hwy
Volusia County, Fl

File Name : Old Dixie at Plantation
Site Code : 00000001
Start Date : 9/15/2022
Page No : 3



DE TRAFFIC

detraffic.com
(386) 341-4186
Plantation Oaks Blvd at Old Dixie Hwy
Volusia County, Fl

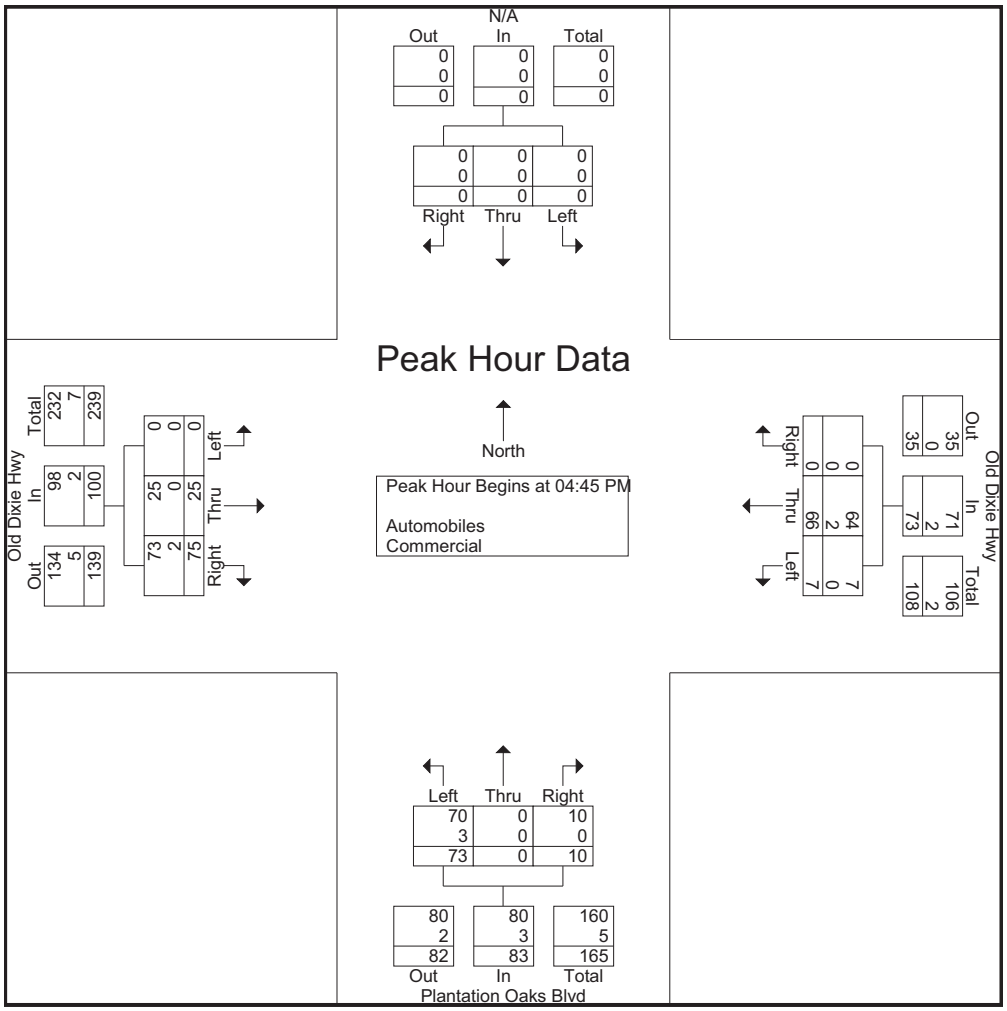
File Name : Old Dixie at Plantation
Site Code : 00000001
Start Date : 9/15/2022
Page No : 4

	N/A Southbound				Old Dixie Hwy Westbound				Plantation Oaks Blvd Northbound				Old Dixie Hwy Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	0	0	0	0	2	16	0	18	16	0	2	18	0	9	19	28	64
05:00 PM	0	0	0	0	2	18	0	20	19	0	0	19	0	4	18	22	61
05:15 PM	0	0	0	0	1	15	0	16	17	0	4	21	0	1	18	19	56
05:30 PM	0	0	0	0	2	17	0	19	21	0	4	25	0	11	20	31	75
Total Volume	0	0	0	0	7	66	0	73	73	0	10	83	0	25	75	100	256
% App. Total	0	0	0		9.6	90.4	0		88	0	12		0	25	75		
PHF	.000	.000	.000	.000	.875	.917	.000	.913	.869	.000	.625	.830	.000	.568	.938	.806	.853
Automobiles	0	0	0	0	7	64	0	71	70	0	10	80	0	25	73	98	249
% Automobiles	0	0	0	0	100	97.0	0	97.3	95.9	0	100	96.4	0	100	97.3	98.0	97.3
Commercial	0	0	0	0	0	2	0	2	3	0	0	3	0	0	2	2	7
% Commercial	0	0	0	0	0	3.0	0	2.7	4.1	0	0	3.6	0	0	2.7	2.0	2.7

DE TRAFFIC

detraffic.com
(386) 341-4186
Plantation Oaks Blvd at Old Dixie Hwy
Volusia County, Fl

File Name : Old Dixie at Plantation
Site Code : 00000001
Start Date : 9/15/2022
Page No : 5



DE TRAFFIC

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Plantation Oaks Blvd at Old Dixie Hwy
Volusia County, Fl

File Name : Old Dixie at Plantation
Site Code : 00000001
Start Date : 9/15/2022
Page No : 6

Groups Printed- Peds

	N/A Southbound					Old Dixie Hwy Westbound					Plantation Oaks Blvd Northbound					Old Dixie Hwy Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apprch %	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		
Total %																					



NB Approach



SB Approach



EB Approach



WB Approach

de traffic

Plantation Oaks Blvd
at US 1

Volusia County

www.de-traffic.com

299 McGregor Rd. DeLand Fl. 32720

Project Number: L22-78

Sheet Number: 1



NB Approach



EB Approach



WB Approach

de traffic	Plantation Oaks Blvd at Old Dixie Hwy	Volusia County	
	www.de-traffic.com	Project Number: L22-78	Sheet Number: 2
	299 McGregor Rd. DeLand Fl. 32720		

2021 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7900 VOLUSIA COUNTYWIDE

MOCF: 0.97

WEEK	DATES	SF	PSCF
1	01/01/2021 - 01/02/2021	1.01	1.04
2	01/03/2021 - 01/09/2021	1.04	1.07
3	01/10/2021 - 01/16/2021	1.06	1.09
4	01/17/2021 - 01/23/2021	1.05	1.08
5	01/24/2021 - 01/30/2021	1.04	1.07
6	01/31/2021 - 02/06/2021	1.03	1.06
7	02/07/2021 - 02/13/2021	1.02	1.05
8	02/14/2021 - 02/20/2021	1.00	1.03
9	02/21/2021 - 02/27/2021	0.99	1.02
*10	02/28/2021 - 03/06/2021	0.97	1.00
*11	03/07/2021 - 03/13/2021	0.95	0.98
*12	03/14/2021 - 03/20/2021	0.94	0.97
*13	03/21/2021 - 03/27/2021	0.95	0.98
*14	03/28/2021 - 04/03/2021	0.95	0.98
*15	04/04/2021 - 04/10/2021	0.96	0.99
*16	04/11/2021 - 04/17/2021	0.97	1.00
*17	04/18/2021 - 04/24/2021	0.98	1.01
*18	04/25/2021 - 05/01/2021	0.98	1.01
*19	05/02/2021 - 05/08/2021	0.98	1.01
*20	05/09/2021 - 05/15/2021	0.99	1.02
*21	05/16/2021 - 05/22/2021	0.99	1.02
*22	05/23/2021 - 05/29/2021	0.99	1.02
23	05/30/2021 - 06/05/2021	0.99	1.02
24	06/06/2021 - 06/12/2021	1.00	1.03
25	06/13/2021 - 06/19/2021	1.00	1.03
26	06/20/2021 - 06/26/2021	1.01	1.04
27	06/27/2021 - 07/03/2021	1.02	1.05
28	07/04/2021 - 07/10/2021	1.04	1.07
29	07/11/2021 - 07/17/2021	1.05	1.08
30	07/18/2021 - 07/24/2021	1.05	1.08
31	07/25/2021 - 07/31/2021	1.05	1.08
32	08/01/2021 - 08/07/2021	1.05	1.08
33	08/08/2021 - 08/14/2021	1.05	1.08
34	08/15/2021 - 08/21/2021	1.05	1.08
35	08/22/2021 - 08/28/2021	1.05	1.08
36	08/29/2021 - 09/04/2021	1.04	1.07
37	09/05/2021 - 09/11/2021	1.04	1.07
38	09/12/2021 - 09/18/2021	1.03	1.06
39	09/19/2021 - 09/25/2021	1.02	1.05
40	09/26/2021 - 10/02/2021	1.00	1.03
41	10/03/2021 - 10/09/2021	0.99	1.02
42	10/10/2021 - 10/16/2021	0.98	1.01
43	10/17/2021 - 10/23/2021	0.98	1.01
44	10/24/2021 - 10/30/2021	0.99	1.02
45	10/31/2021 - 11/06/2021	0.99	1.02
46	11/07/2021 - 11/13/2021	1.00	1.03
47	11/14/2021 - 11/20/2021	1.00	1.03
48	11/21/2021 - 11/27/2021	1.00	1.03
49	11/28/2021 - 12/04/2021	1.01	1.04
50	12/05/2021 - 12/11/2021	1.01	1.04
51	12/12/2021 - 12/18/2021	1.01	1.04
52	12/19/2021 - 12/25/2021	1.04	1.07
53	12/26/2021 - 12/31/2021	1.06	1.09

* PEAK SEASON

08-MAR-2022 12:36:28 830UPD 5_7900_PKSEASON.TXT

LTG Engineering & Planning

AM Peak-Hour Factored Volumes

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	2022 Factored Existing Traffic: Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	2027 Background Traffic: Approach Growth Rate	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
US 1 at Plantation Oaks Boulevard	Eastbound (US 1 - SB in HCS)	U-Turn				0%		0	0	0%		0	0	0			0	0	
		Left		25	11	44%		26	11	44%	1.00%	27	104	131	42.8%	in	22	153	
		Through		1044	19	2%		1075	20	2%		1129	0	1,129			0	1,129	
		Right		130	4	3%		134	4	3%		141	0	141			0	141	
	Westbound (US 1 - NB in HCS)	U-Turn				0%		0	0	0%		0	0	0			0	0	
		Left		55	0	0%		57	0	0%	1.00%	59	0	59			0	59	
		Through		753	48	6%		776	49	6%		814	0	814			0	814	
		Right	2022	44	7	16%	1.03	45	7	16%		48	104	152	42.5%	in	22	174	0.89
	Northbound (Broadway Ave - EB in HCS)	U-Turn				0%		0	0	0%		0	0	0			0	0	
		Left		112	8	7%		115	8	7%	2.00%	127	0	127			0	127	
		Through		24	10	42%		25	10	42%		27	19	46	7.9%	in	4	50	
		Right		37	1	3%		38	1	3%		42	0	42			0	42	
	Southbound (Plantation Oaks Blvd - WB in HCS)	U-Turn				0%		0	0	0%		0	0	0			0	0	
		Left		113	4	4%		116	4	4%	2.00%	128	258	386	42.5%	out	57	443	
		Through		29	11	38%		30	11	38%		33	49	82	7.9%	out	11	93	
		Right		47	7	15%		48	7	15%		53	258	311	42.8%	out	57	368	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	2022 Factored Existing Traffic: Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Old Dixie Highway at Plantation Oaks Boulevard	Eastbound	U-Turn				0%		0	0	0%		0	0	0			0	0	
		Left				0%		0	0	0%		0	0	0			0	0	
		Through		74	0	0%		76	0	0%	8.08%	107	0	107			0	107	
		Right		104	2	2%		107	2	2%		150	42	193	6.6%	in	3	196	
	Westbound	U-Turn				0%		0	0	0%		0	0	0			0	0	
		Left		3	0	0%		3	0	0%	8.08%	4	11	16	0.2%	in	0	16	
		Through		41	0	0%		42	0	0%		59	0	59			0	59	
		Right	2022			0%	1.03	0	0	0%		0	0	0			0	0	0.98
	Northbound	U-Turn				0%		0	0	0%		0	0	0			0	0	
		Left		68	1	1%		70	1	1%	2.00%	77	105	182	6.6%	out	9	191	
		Through				0%		0	0	0%		0	0	0			0	0	
		Right		3	0	0%		3	0	0%		3	28	31	0.2%	out	0	31	
	Southbound	U-Turn				0%		0	0	0%		0	0	0			0	0	
		Left				0%		0	0	0%	1.00%	0	0	0			0	0	
		Through				0%		0	0	0%		0	0	0			0	0	
		Right				0%		0	0	0%		0	0	0			0	0	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	2022 Factored Existing Traffic: Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Plantation Oaks Boulevard at Full Access Driveway 1	Eastbound	U-Turn				0%		0	0	0%		0	0	0			0	0	
		Left				0%		0	0	0%	1.00%	0	0	0			0	0	
		Through				0%		0	0	0%		0	0	0			0	0	
		Right				0%		0	0	0%		0	0	0			0	0	
	Westbound	U-Turn				0%		0	0	0%		0	0	0			0	0	
		Left				0%		0	0	0%	1.00%	0	0	0	37.3%	out	50	50	
		Through				0%		0	0	0%		0	0	0			0	0	
		Right	0			0%	0.00	0	0	0%		0	0	0	2.2%	out	3	3	0.00
	Northbound	U-Turn				0%		0	0	0%		0	0	0			0	0	
		Left				0%		0	0	0%	2.00%	0	0	0			0	0	
		Through				0%		0	0	0%		0	0	330	4.5%	out	6	336	
		Right				0%		0	0	0%		0	0	0	37.3%	in	19	19	
	Southbound	U-Turn				0%		0	0	0%		0	0	0			0	0	
		Left				0%		0	0	0%	2.00%	0	0	0	3.9%	in	2	2	
		Through				0%		0	0	0%		0	0	779	2.0%	in	1	780	
		Right				0%		0	0	0%		0	0	0			0	0	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	2022 Factored Existing Traffic: Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Plantation Oaks Boulevard at Full Access Driveway 2	Eastbound	U-Turn				0%		0	0	0%		0	0	0			0	0	
		Left				0%		0	0	0%	1.00%	0	0	0			0	0	
		Through				0%		0	0	0%		0	0	0			0	0	
		Right				0%		0	0	0%		0	0	0			0	0	
	Westbound	U-Turn				0%		0	0	0%		0	0	0			0	0	
		Left				0%		0	0	0%	1.00%	0	0	0	56.0%	out	75	75	
		Through				0%		0	0	0%		0	0	0			0	0	
		Right	0			0%	0.00	0	0	0%		0	0	0	4.5%	out	6	6	0.00
	Northbound	U-Turn				0%		0	0	0%		0	0	0			0	0	
		Left				0%		0	0	0%	2.00%	0	0	0			0	0	
		Through				0%		0	0	0%		0	0	330	37.3%	in	19	349	
		Right				0%		0	0	0%		0	0	0	56.9%	in	29	29	
	Southbound	U-Turn				0%		0	0	0%		0	0	0			0	0	
		Left				0%		0	0	0%	2.00%	0	0	0	2.0%	in	1	1	
		Through				0%		0	0	0%		0	0	779	37.3%	out	50	829	
		Right				0%		0	0	0%		0	0	0			0	0	

LTG Engineering & Planning

PM Peak-Hour Factored Volumes

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	2022 Factored Existing Traffic: Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	2027 Background Traffic: Approach Growth Rate	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
US 1 at Plantation Oaks Boulevard	Eastbound (US 1 - SB in HCS)	U-Turn	2022			0%	1.03	0	0	0%	1.00%	0	0	0	0.0%	0	0	0	0.96
		Left		44	4	9%		45	4	9%		48	310	358	42.8%	in	65	423	
		Through		1072	38	4%		1104	39	4%		1159	0	1,159	0.0%	0	0	1,159	
		Right		115	4	3%		118	4	3%		124	0	124	0.0%	0	0	124	
	Westbound (US 1 - NB in HCS)	U-Turn				0%		0	0	0%	1.00%	0	0	0	0.0%	0	0	0	
		Left		37	5	14%		38	5	14%		40	0	40	0.0%	0	0	40	
		Through		1199	59	5%		1235	61	5%		1297	0	1,297	0.0%	0	0	1,297	
		Right		91	4	4%		94	4	4%		98	310	408	42.5%	in	65	473	
	Northbound (Broadway Ave - EB in HCS)	U-Turn				0%		0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left		116	3	3%		119	3	3%		131	0	131	0.0%	0	0	131	
		Through		25	3	12%		26	3	12%		28	59	87	7.9%	in	12	99	
		Right		55	2	4%		57	2	4%		62	0	62	0.0%	0	0	62	
	Southbound (Plantation Oaks Blvd - WB in HCS)	U-Turn				0%		0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left		73	4	5%		75	4	5%		83	191	274	42.5%	out	40	314	
		Through		21	3	14%		22	3	14%		24	36	60	7.9%	out	8	68	
		Right		44	6	14%		45	6	14%		50	191	241	42.8%	out	40	281	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	2022 Factored Existing Traffic: Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Old Dixie Highway at Plantation Oaks Boulevard	Eastbound	U-Turn	2022			0%	1.03	0	0	0%	8.08%	0	0	0	0.0%	0	0	0	0.85
		Left				0%		0	0	0%		0	0	0	0.0%	0	0	0	
		Through		25	0	0%		26	0	0%		36	0	36	0.0%	0	0	36	
		Right		75	2	3%		77	2	3%		108	126	234	6.6%	in	10	244	
	Westbound	U-Turn				0%		0	0	0%	8.08%	0	0	0	0.0%	0	0	0	
		Left		7	0	0%		7	0	0%		10	34	44	0.2%	in	0	44	
		Through		66	2	3%		68	2	3%		95	0	95	0.0%	0	0	95	
		Right				0%		0	0	0%		0	0	0	0.0%	0	0	0	
	Northbound	U-Turn				0%		0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left		73	3	4%		75	3	4%		83	78	160	6.6%	out	6	166	
		Through				0%		0	0	0%		0	0	0	0.0%	0	0	0	
		Right		10	0	0%		10	0	0%		11	20	31	0.2%	out	0	31	
	Southbound	U-Turn				0%		0	0	0%	1.00%	0	0	0	0.0%	0	0	0	
		Left				0%		0	0	0%		0	0	0	0.0%	0	0	0	
		Through				0%		0	0	0%		0	0	0	0.0%	0	0	0	
		Right				0%		0	0	0%		0	0	0	0.0%	0	0	0	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	2022 Factored Existing Traffic: Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Plantation Oaks Boulevard at Full Access Driveway 1	Eastbound	U-Turn				0%	0.00	0	0	0%	1.00%	0	0	0	0.0%	0	0	0	0.00
		Left				0%		0	0	0%		0	0	0	0.0%	0	0	0	
		Through				0%		0	0	0%		0	0	0	0.0%	0	0	0	
		Right				0%		0	0	0%		0	0	0	0.0%	0	0	0	
	Westbound	U-Turn				0%		0	0	0%	1.00%	0	0	0	0.0%	0	0	0	
		Left				0%		0	0	0%		0	0	0	37.3%	out	35	35	
		Through				0%		0	0	0%		0	0	0	0.0%	0	0	0	
		Right	0			0%		0	0	0%		0	0	0	2.2%	out	2	2	
	Northbound	U-Turn				0%		0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left				0%		0	0	0%		0	0	0	0.0%	0	0	0	
		Through				0%		0	0	0%		0	0	853	4.5%	out	4	857	
		Right				0%		0	0	0%		0	0	0	37.3%	in	57	57	
	Southbound	U-Turn				0%		0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left				0%		0	0	0%		0	0	0	3.9%	in	6	6	
		Through				0%		0	0	0%		0	0	575	2.0%	in	3	578	
		Right				0%		0	0	0%		0	0	0	0.0%	0	0	0	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	2022 Factored Existing Traffic: Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Plantation Oaks Boulevard at Full Access Driveway 2	Eastbound	U-Turn				0%	0.00	0	0	0%	1.00%	0	0	0	0.0%	0	0	0	0.00
		Left				0%		0	0	0%		0	0	0	0.0%	0	0	0	
		Through				0%		0	0	0%		0	0	0	0.0%	0	0	0	
		Right				0%		0	0	0%		0	0	0	0.0%	0	0	0	
	Westbound	U-Turn				0%		0	0	0%	1.00%	0	0	0	0.0%	0	0	0	
		Left				0%		0	0	0%		0	0	0	56.0%	out	53	53	
		Through				0%		0	0	0%		0	0	0	0.0%	0	0	0	
		Right	0			0%		0	0	0%		0	0	0	4.5%	out	4	4	
	Northbound	U-Turn				0%		0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left				0%		0	0	0%		0	0	0	0.0%	0	0	0	
		Through				0%		0	0	0%		0	0	853	37.3%	in	57	910	
		Right				0%		0	0	0%		0	0	0	56.9%	in	86	86	
	Southbound	U-Turn				0%		0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left				0%		0	0	0%		0	0	0	2.0%	in	3	3	
		Through				0%		0	0	0%		0	0	575	37.3%	out	35	610	
		Right				0%		0	0	0%		0	0	0	0.0%	0	0	0	

APPENDIX D

Unsignalized Intersections

HCS Summary Sheets

Existing Conditions

HCS Two-Way Stop-Control Report

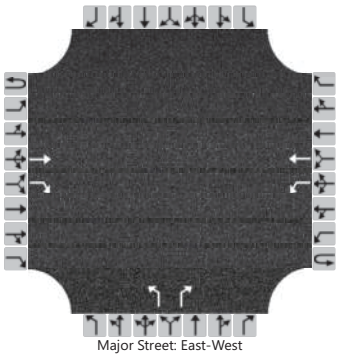
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	9/1/2022
Analysis Year	2022
Time Analyzed	AM Existing
Intersection Orientation	East-West
Project Description	5740

Site Information

Intersection	Old Dixie at Plantation Oaks
Jurisdiction	Ormond
East/West Street	Old Dixie Highway
North/South Street	Plantation Oaks Blvd
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	1	0	1	1	0		1	0	1		0	0	0
Configuration			T	R		L	T			L		R				
Volume (veh/h)			76	107		3	42			70		3				
Percent Heavy Vehicles (%)						2				2		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized			No							No						
Median Type | Storage				Undivided												

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.12				6.42		6.22				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.22				3.52		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						3				74		3				
Capacity, c (veh/h)						1381				862		980				
v/c Ratio						0.00				0.09		0.00				
95% Queue Length, Q_{95} (veh)						0.0				0.3		0.0				
Control Delay (s/veh)						7.6				9.6		8.7				
Level of Service (LOS)						A				A		A				
Approach Delay (s/veh)						0.5				9.5						
Approach LOS						A				A						

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HCS Two-Way Stop-Control Report

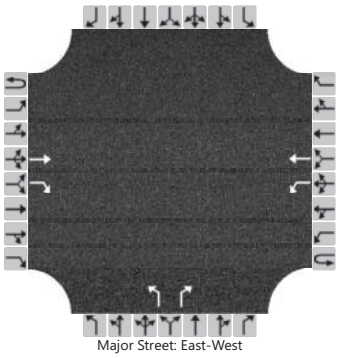
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	9/1/2022
Analysis Year	2022
Time Analyzed	PM Existing
Intersection Orientation	East-West
Project Description	5740

Site Information

Intersection	Old Dixie at Plantation Oaks
Jurisdiction	Ormond
East/West Street	Old Dixie Highway
North/South Street	Plantation Oaks Blvd
Peak Hour Factor	0.85
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	1	0	1	1	0		1	0	1		0	0	0
Configuration			T	R		L	T			L		R				
Volume (veh/h)			26	77		7	68			75		10				
Percent Heavy Vehicles (%)						2				4		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized			No							No						
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.12				6.44		6.22				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.22				3.54		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						8				88		12				
Capacity, c (veh/h)						1466				858		1044				
v/c Ratio						0.01				0.10		0.01				
95% Queue Length, Q_{95} (veh)						0.0				0.3		0.0				
Control Delay (s/veh)						7.5				9.7		8.5				
Level of Service (LOS)						A				A		A				
Approach Delay (s/veh)						0.7				9.5						
Approach LOS						A				A						

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APPENDIX E

Signal Timing Sheets

Volusia County - Intersection Timing Sheet

Intersection: US-1 & Broadway Ave **Int ID:** 459 **Modification Date:** 2/24/2022 **Initial Operation Date:** 2/22/2022

Controller Mfr: Econolite **Controller Model:** Cobalt G-Series

Part I — Actuated Timing Information

Phase	Ø1	Ø2	Ø3	Ø4	Ø5	Ø6	Ø7	Ø8	Other(A)	Other(B)
Direction	SBL	NBTR	WBL	EBTR	NBL	SBTR	EBL	WBTR		
Initial	5	15	5	6	5	15	5	6		
Passage	2.1	2.6	2.0	2.0	2.1	2.6	2.0	2.0		
Max1	30	70	30	35	30	70	30	35		
Max2	35	100	30	25	35	100	30	25		
Yellow	4.8	4.8	3.7	3.7	4.8	4.8	3.7	3.7		
All Red	2.8	2.8	3.5	3.5	2.8	2.8	3.5	3.5		
Walk		7		7		7		7		
Ped Clear		21		35		23		39		
Recall		Min				Min				
Flash Pattern										
Left-Turn Type	PT/FYA			FYA ONLY	PT/FYA			FYA ONLY		
Detect Type										

Preemption Notes:

Part II — Coordinated Timing Information

PATTERN	Split Times							###	= Coordination Ref. Phase			
	Ø1	Ø2	Ø3	Ø4	Ø5	Ø6	Ø7	Ø8	Cycle	Offset	Seq	Lag LT ϕ
Pattern 1	21	45 (MAX)	0	54	21	45 (MAX)	0	54	120	9	2	1
Pattern 2	22	52 (MIN)	0	56	22	52 (MAX)	0	56	130	18	5	5
Pattern 3	21	65 (MIN)	0	54	21	65 (MAX)	0	54	140	0	5	5
Pattern 12	21	65 (MAX)	0	54	19	67 (MAX)	0	54	140	6	5	5
Pattern 13	23	82 (MAX)	0	55	20	85 (MAX)	0	55	160	146	5	5

Day Plan Schedule

Schedule Notes

Day Plan 1: Mon-Fri

Day Plan 2: Sat-Sun

Pattern 12: Backup to Pat1

Pattern 13: Backup to Pat3

Day Plan 1			Day Plan 2					
Start	End	Action	Start	End	Action	Start	End	Action
6:00	10:00	1	9:00	18:30	2			
10:00	15:00	2	18:30	0:00	11			
15:00	19:00	3						
19:00	20:30	1						
20:30	0:00	11						

Schedule Notes

Start	End	Action	Start	End	Action	Start	End	Action

Part III — General Notes / Additional Settings Used

Offset Reference: Begin of Yellow **Force Off:** Fixed **Max Mode:** Pat 1, 3, 12, 13 - Max Inh; Pat 2 - Max 2

Ø3 & Ø7 currently do not send calls to the controller and the left turn movements are operating as permissive FYA only.

Prepared By: Atkins **Approved By:**

APPENDIX F

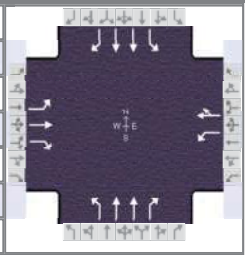
Signalized Intersections

HCS Summary Sheets

Existing Conditions

HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	KAF	Analysis Date	Jan 13, 2023	Area Type	Other
Jurisdiction	Ormond	Time Period	AM Existing	PHF	0.89
Urban Street	US 1	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Plantation Oaks Blvd	File Name	1. US 1 at Plantation Oaks Boulevard - AM Existin…		
Project Description	5740.02				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	115	25	38	116	30	48	57	776	45	26	1075	134

Signal Information			
Cycle, s	120.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	3.1	1.3	70.8	22.4	0.0	0.0	
Yellow	4.8	0.0	4.8	3.7	0.0	0.0	
Red	2.8	0.0	2.8	3.5	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		5.0		6.0	1.1	3.0	1.1	3.0
Phase Duration, s		29.6		29.6	12.0	79.7	10.7	78.4
Change Period, ($Y+R_c$), s		7.2		7.2	7.6	7.6	7.6	7.6
Max Allow Headway (*MAH*), s		3.3		3.3	3.0	0.0	3.1	0.0
Queue Clearance Time (g_s), s		21.5		14.5	3.7		3.2	
Green Extension Time (g_e), s		0.8		0.8	0.1	0.0	0.0	0.0
Phase Call Probability		1.00		1.00	0.88		0.62	
Max Out Probability		0.00		0.00	0.00		0.00	

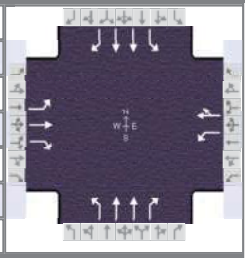
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	129	28	10	130	88		64	872	0	29	1208	75
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1258	1278	1572	1360	1204		1781	1724	1409	1188	1781	1572
Queue Service Time (g_s), s	12.0	2.2	0.6	10.5	7.7		1.7	16.3	0.0	1.2	25.3	2.5
Cycle Queue Clearance Time (g_c), s	19.5	2.2	0.6	12.5	7.7		1.7	16.3	0.0	1.2	25.3	2.5
Green Ratio (*g/C*)	0.19	0.19	0.19	0.19	0.19		0.63	0.60	0.60	0.61	0.59	0.59
Capacity (*c*), veh/h	218	240	295	292	226		299	2068	845	280	2098	926
Volume-to-Capacity Ratio (*X*)	0.593	0.117	0.034	0.446	0.388		0.214	0.422	0.000	0.105	0.576	0.081
Back of Queue (*Q*), ft/ln (95 th percentile)	181	41.7	11.3	167.1	135.6		26.2	249.9	0	17.2	373.4	39
Back of Queue (*Q*), veh/ln (95 th percentile)	6.9	1.2	0.4	6.5	4.2		1.0	9.5	0.0	0.5	14.7	1.5
Queue Storage Ratio (*RQ*) (95 th percentile)	1.45	0.00	0.09	0.00	0.00		0.09	0.00	0.00	0.08	0.00	0.00
Uniform Delay (d_1), s/veh	51.1	40.5	39.9	45.6	42.7		11.9	12.9	0.0	10.5	15.3	10.6
Incremental Delay (d_2), s/veh	1.0	0.1	0.0	0.4	0.4		0.2	0.6	0.0	0.1	1.2	0.2
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	52.1	40.6	39.9	46.0	43.1		12.1	13.5	0.0	10.5	16.5	10.8
Level of Service (LOS)	D	D	D	D	D		B	B		B	B	B
Approach Delay, s/veh / LOS	49.4	D		44.8	D		13.4	B		16.0	B	
Intersection Delay, s/veh / LOS	19.6						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.52	C	2.55	C	1.89	B	2.12	B
Bicycle LOS Score / LOS	0.76	A	0.85	A	1.26	A	1.57	B

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HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	KAF	Analysis Date	Jan 13, 2023	Area Type	Other
Jurisdiction	Ormond	Time Period	PM Existing	PHF	0.95
Urban Street	US 1	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Plantation Oaks Blvd	File Name	1. US 1 at Plantation Oaks Boulevard - PM Existi…		
Project Description	5740.02				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	119	26	57	75	22	45	38	1235	94	45	1104	118

Signal Information			
Cycle, s	140.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	3.9	0.3	91.9	21.4	0.0	0.0	
Yellow	4.8	0.0	4.8	3.7	0.0	0.0	
Red	2.8	0.0	2.8	3.5	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		5.0		6.0	1.1	3.0	1.1	3.0
Phase Duration, s		28.6		28.6	11.5	99.5	11.8	99.8
Change Period, ($Y+R_c$), s		7.2		7.2	7.6	7.6	7.6	7.6
Max Allow Headway (*MAH*), s		3.3		3.3	3.0	0.0	3.1	0.0
Queue Clearance Time (g_s), s		20.7		11.2	3.1		3.3	
Green Extension Time (g_e), s		0.7		0.7	0.1	0.0	0.1	0.0
Phase Call Probability		1.00		1.00	0.79		0.84	
Max Out Probability		0.00		0.00	0.00		0.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	125	27	40	79	71		40	1300	59	47	1162	62
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1319	1722	1560	1350	1510		1612	1738	1560	1682	1752	1572
Queue Service Time (g_s), s	13.0	1.9	3.1	7.5	5.8		1.1	28.8	1.9	1.3	23.8	2.0
Cycle Queue Clearance Time (g_c), s	18.7	1.9	3.1	9.2	5.8		1.1	28.8	1.9	1.3	23.8	2.0
Green Ratio (*g/C*)	0.15	0.15	0.15	0.15	0.15		0.68	0.66	0.66	0.69	0.66	0.66
Capacity (*c*), veh/h	201	265	240	242	232		303	2281	1023	282	2306	1035
Volume-to-Capacity Ratio (*X*)	0.623	0.103	0.167	0.326	0.304		0.132	0.570	0.058	0.168	0.504	0.060
Back of Queue (*Q*), ft/ln (95 th percentile)	201	41.1	57.1	120.7	111.9		17.3	396.9	28	20.7	350.1	30.4
Back of Queue (*Q*), veh/ln (95 th percentile)	7.9	1.5	2.2	4.6	4.0		0.6	15.3	1.1	0.8	13.6	1.2
Queue Storage Ratio (*RQ*) (95 th percentile)	1.61	0.00	0.46	0.00	0.00		0.06	0.00	0.15	0.09	0.00	0.00
Uniform Delay (d_1), s/veh	60.8	50.9	51.4	54.8	52.6		9.8	13.2	8.6	10.5	12.2	8.5
Incremental Delay (d_2), s/veh	1.2	0.1	0.1	0.3	0.3		0.1	1.0	0.1	0.1	0.8	0.1
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	62.0	51.0	51.6	55.1	52.8		9.9	14.3	8.7	10.6	13.0	8.6
Level of Service (LOS)	E	D	D	E	D		A	B	A	B	B	A
Approach Delay, s/veh / LOS	58.3	E		54.1	D		13.9	B		12.7	B	
Intersection Delay, s/veh / LOS	18.2						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.52	C	2.55	C	1.88	B	2.10	B
Bicycle LOS Score / LOS	0.81	A	0.73	A	1.64	B	1.54	B

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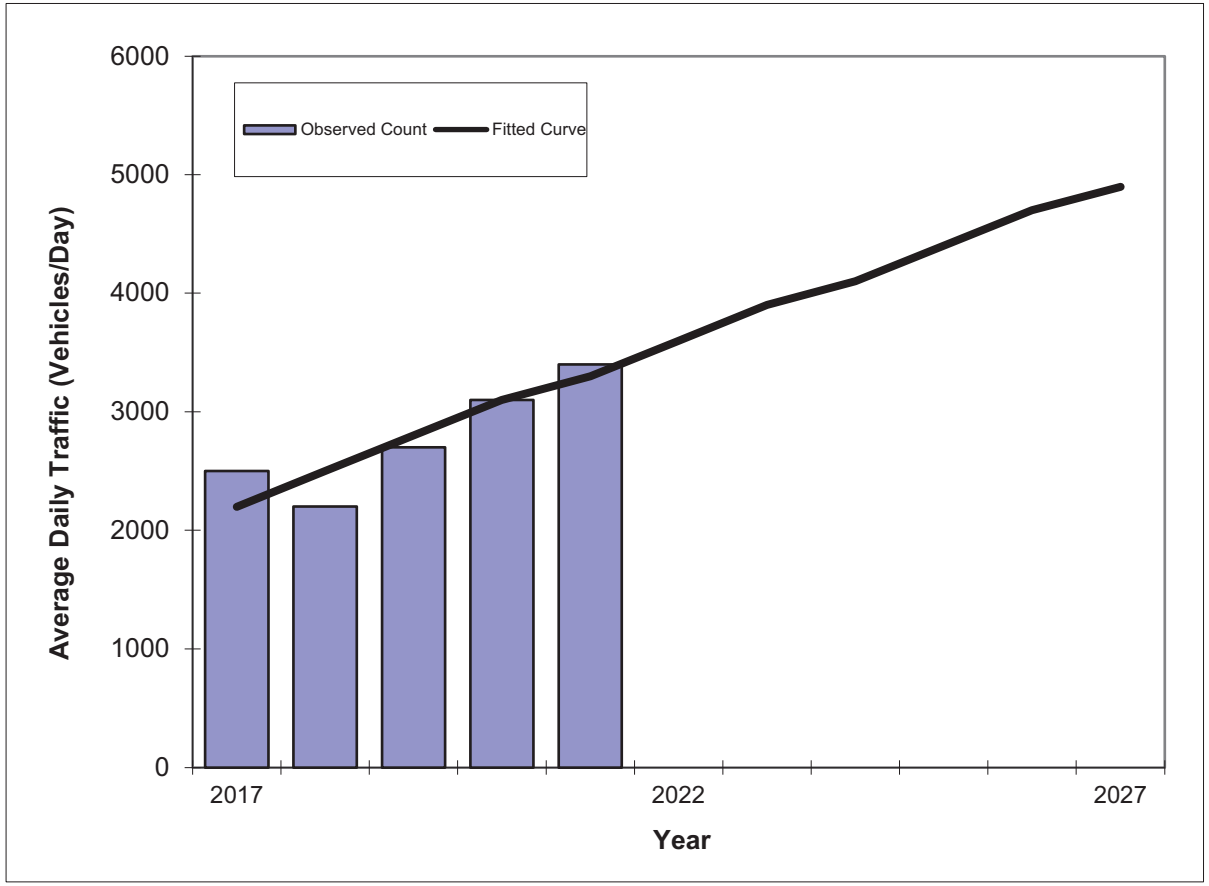
APPENDIX G

FDOT Traffic Trends

TRAFFIC TRENDS

Old Dixie Highway -- Pine Tree to Walter Boardman

County:	Volusia
Station #:	1332
Highway:	Old Dixie Highway

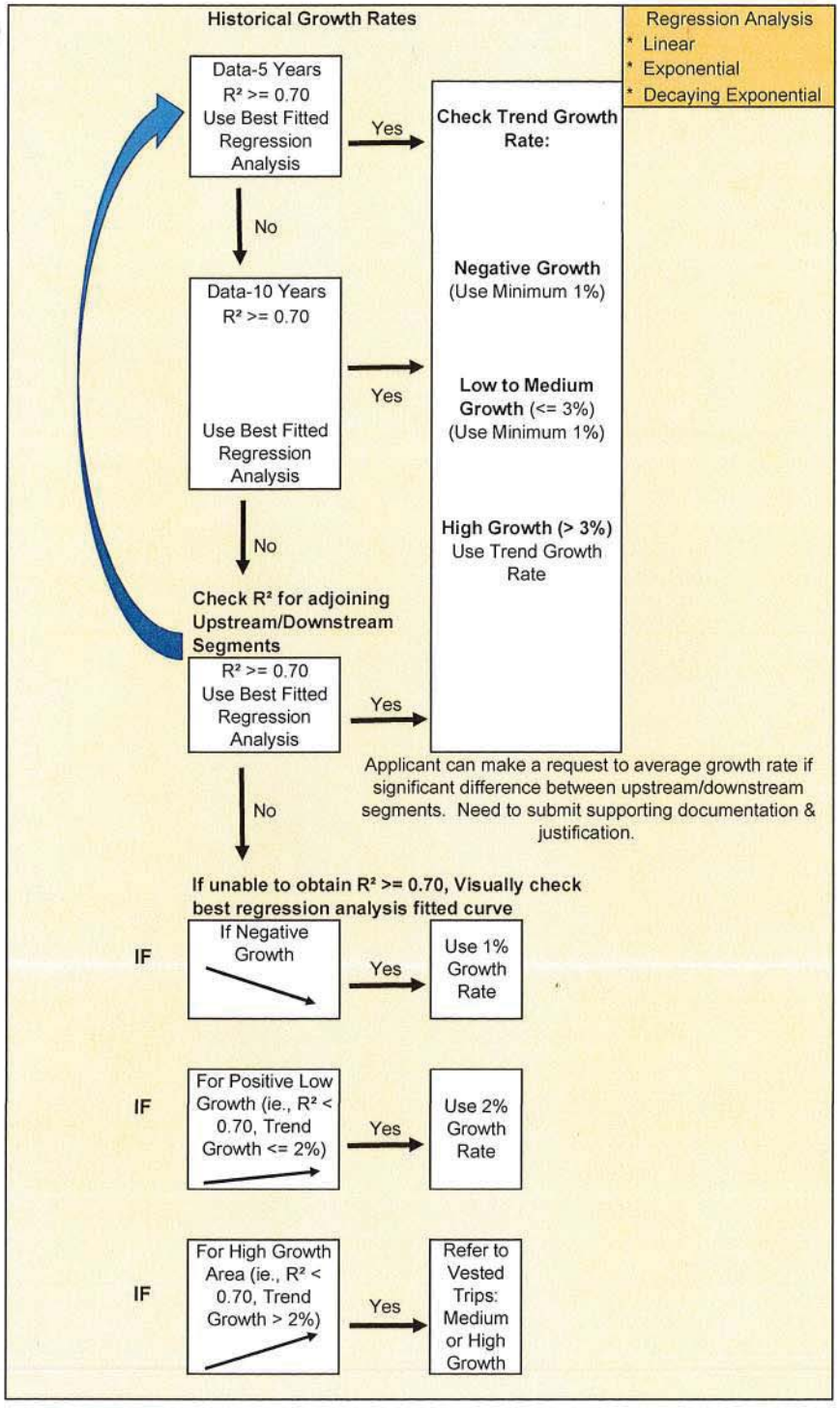


Year	Traffic (ADT/AADT) Count*	Trend**
2017	2500	2200
2018	2200	2500
2019	2700	2800
2020	3100	3100
2021	3400	3300
2022 Opening Year Trend		
2022	N/A	3600
2024 Mid-Year Trend		
2024	N/A	4100
2027 Design Year Trend		
2027	N/A	4900
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

**** Annual Trend Increase:**	270
Trend R-squared:	80.3%
Trend Annual Historic Growth Rate:	12.50%
Trend Growth Rate (2021 to Design Year):	8.08%
Printed:	12-Oct-22
Straight Line Growth Option	

Volusia County's Segment Growth Rates and Vested Trips Instructions Policy



AND

IF there are - Vested Trips

Negative Growth (Use Minimum 1%):

\+ Vested Trips

Low to Medium Growth (<= 3%)(Use Minimum 1%):

\+ Vested Trips

High Growth (> 3%):

Use the Highest # of the two (growth rate or vested trips). Need to submit supporting documentation & justification

HIGH GROWTH & HIGH VESTED TRIPS

If there are Vested Trips from multiple approved projects on segment.
And, Vested Trips comprise of multiple uses that would normally have significant interaction (residential, retail, office, restaurant, etc…).

And, Vested Trips make up more than 30% of the total future background traffic.

Then, Vested Trips can be reduced by 30% upon request by the Applicant

Signed: Jon Cheney
Jon E. Cheney, P.E.

Date: 8/27/2020

APPENDIX H

Vested Trip Information

Volusia County Vested Trip Database on Critical/Non-Critical Roads - By Critical Area, PM Peak

Approved Devts and Devts under Review

Developments not considered vested

Parent Tract trips - should not be included in overall, only for informational purposes

****ALWAYS REFER TO THE VC AADT SPREADSHEET FOR COUNT AND CAPACITY INFO. (Not this spreadsheet)****

Updatex #######

****ALWAYS REFER TO THE VC AADT SPREADSHEET FOR COU**

North Daytona/Ormond Beach Area

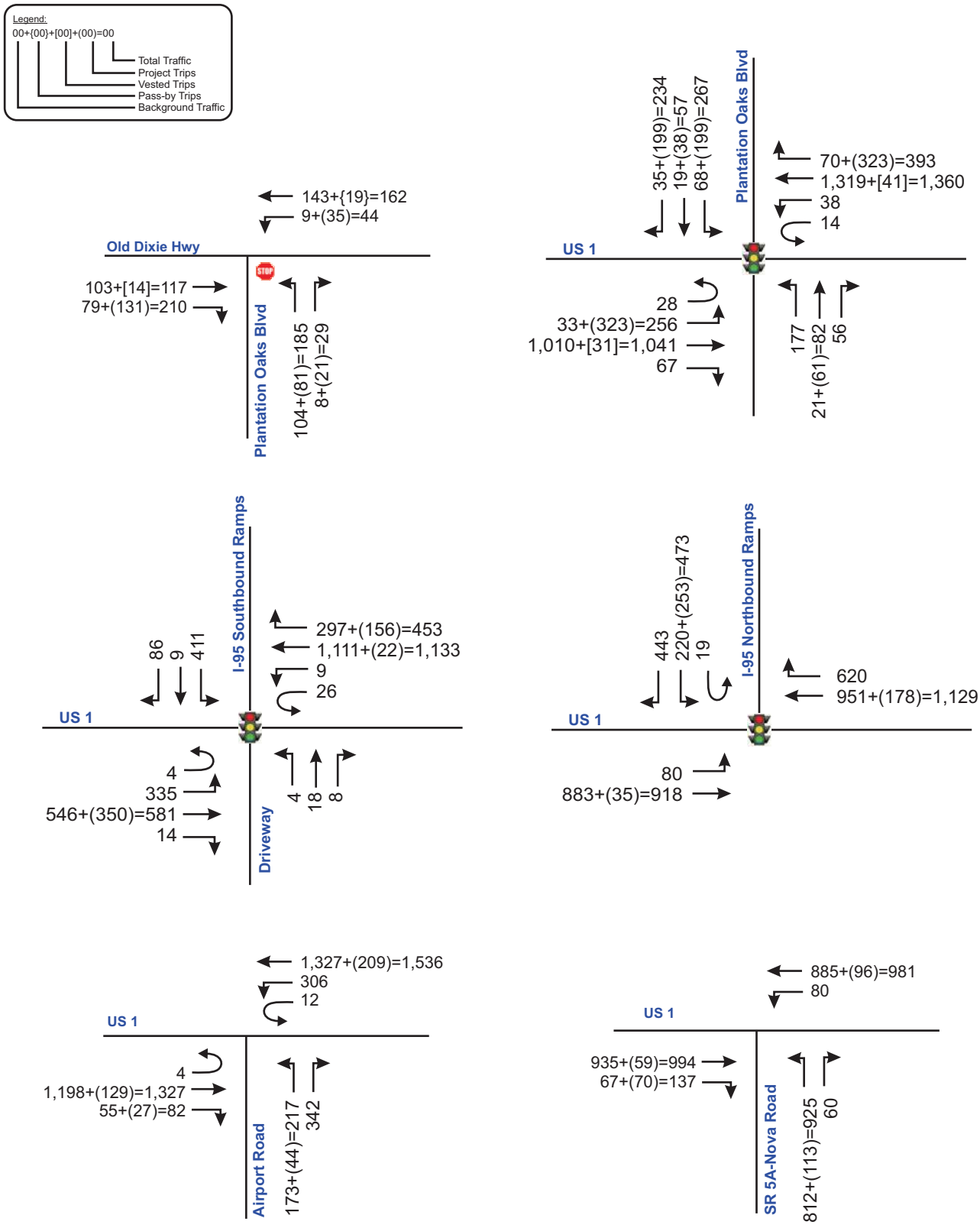
Updated 6-14-22 & 7-25-22

Roadway	Segment	2021PM Pk Hr (VCTE) (VCTE Staff note: RED font = FDOT pk volumes based on daily V/C proportion.)	Capacity	2028 Fully Vested Minto Buildout (Removed 50%)	Bayberry Ph IA & IB only child (25%)	Fountainhead 2021 (10% removed of 548 PM Pk Trips)	Integrated LPGA Residentia l Devt thru Ph 4	The Preserve (0%)	Williamson Crossings 2019 (Removed 40%)	Ormond Crossings 2010 Vested (REMOVE D 1%)	Granada Pointe REMOVED 20%	Pineland PRD REMOVED 50%	Ormond Central	LPGA Multifamily Emerson 2019	Edison Apartments 2019	Tomoka Village Apartments 2021	Cloar 2025	Reserve at Strickland 2024	Veterans Administra tion Bldg 2023	Tymber Creek Village 2022	Halifax Plantation* Remaining Trips (222 units remaining under DRI)	Plantation Unbuilt (of the 1730 platted & construction approved in 2021; 200 vested but not generating trips)	Plantation Bay* Flagler County Remaining Trips (as of Aug 2021) 730 units. 50% Distribution on Old Dixie Hwy.	Plantation Oaks (National Gardens DRI) (includes Dixie Ridge trips) 2019 Monitoring Report 1577 developed, 1491 remaining (removed 3.87%)	Plantation Oaks Major Amendment Feb or March 2022 City of Ormond, 291 units	Wexford Reserve 2021 Traffic memo (Vested PUD 2003)	Eagle Lakes PUD (2014) Flagler County Phase I	Project Tarpon 2023	Watermark 2024	Cornerstone Exchange 2025	KFC Parent Tract	LPGA Dunn Residential	Clyde Morris Apartments additional units	Waypoint MF Project Epsilon	Walkers Green	Capstone 2023 (removed 10%)	Total Vested Trips
US 1	I-95 to Airport Road	2330	3580																	63	5	4		155	186											413
Old Dixie Hwy	Pine Tree Dr to Walter Boardman	220	1860																		18	15		63	74	21											191

Table 5
Projected P.M. Peak Hour Roadway Capacity Analysis

Roadway Segment	# of Lanes	Area Type	LOS Std	Two-Way Peak Hour Capacity*	Two-Way Peak Hour Volumes					V/C Ratio	LOS	LOS Standard Met?
					Background	Growth[1]	Vested	Project	Total[2]			
US 1												
Airport Rd to I-95	4LD	U	D	3,580	2,115	2,479	72	522	3,001	0.84	C	Yes
SR 5A to Airport Rd	4LD	U	D	3,580	2,480	2,825	0	339	3,164	0.88	C	Yes
SR 40 to SR 5A	4LD	U	D	3,580	1,737	2,036	0	155	2,191	0.61	C	Yes
Old Dixie Highway												
Old Kings Rd to I -95	2LU	U	E	1,860	750	1,127	461	71	1,282	0.69	C	Yes
Walter Boardman to Old Kings Rd	2LU	U	E	1,230	380	571	100	99	670	0.54	C	Yes
Pine Tree Dr to Walter Boardman	2LU	U	E	1,230	230	346	33	212	558	0.45	C	Yes
Ingelsia Ave to Pine Tree Dr	2LU	U	E	1,230	190	286	16	56	342	0.28	C	Yes
I-95												
SR 40 to US 1	6LD	U	D	10,060	4,770	5,591	154	409	6,000	0.60	C	Yes
Airport Road												
Sunshine Blvd to US 1	2LU	U	E	2,240	650	762	0	71	833	0.37	C	Yes
SR 5A / Nova Road												
Wilmette to US 1	4LU	U	D	3,580	1,200	1,407	0	183	1,590	0.44	C	Yes

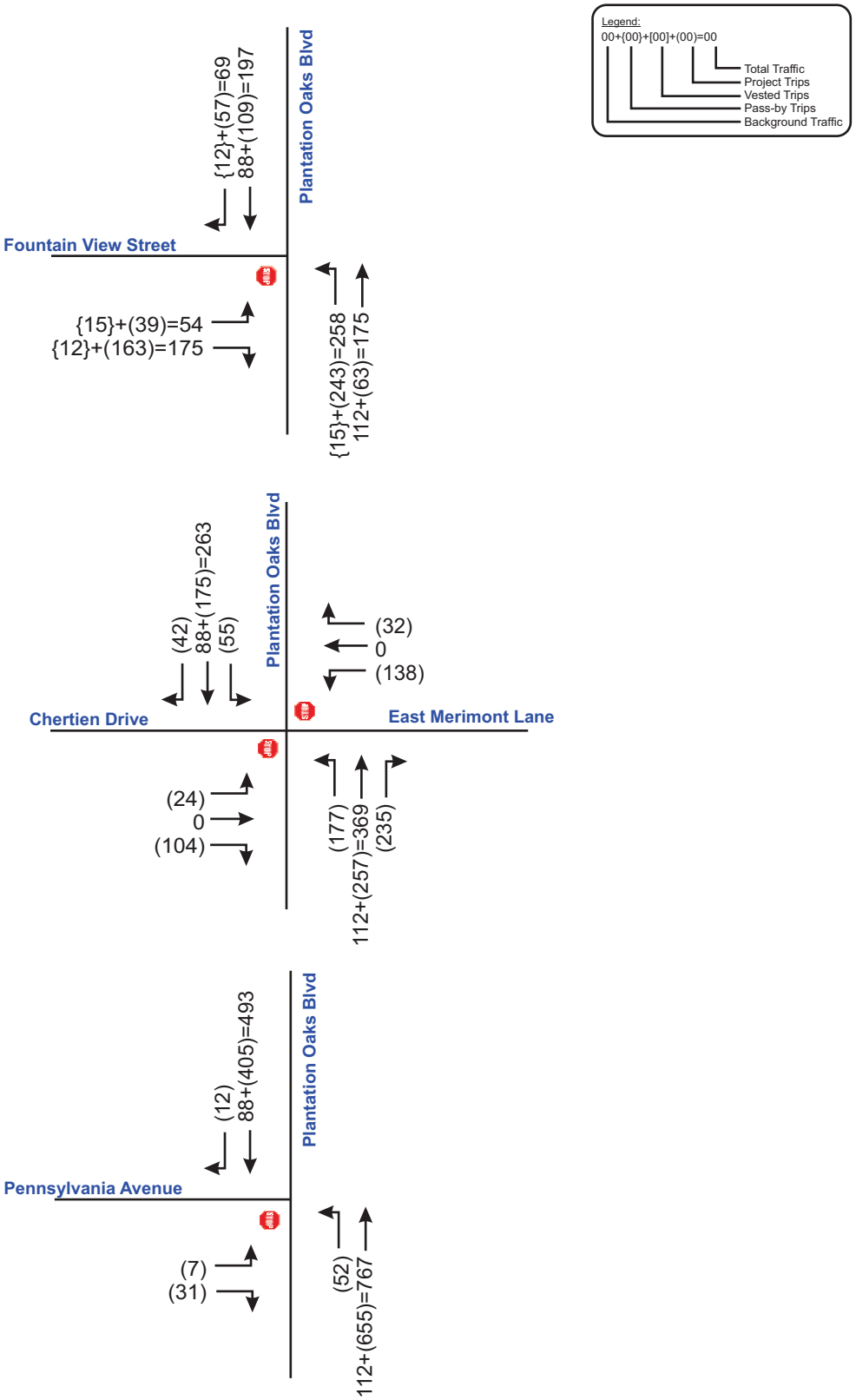
[1] Growth rate utilized - 1.503% for Old Dixie Highway and 1.172% for all others to grow trips to 2029
[2] Total trips = higher of increase in growth trips or vested trips plus project trips



Plantation Oaks
Project № 5519
Figure 5

Projected P.M. Peak Hour Turning Movements

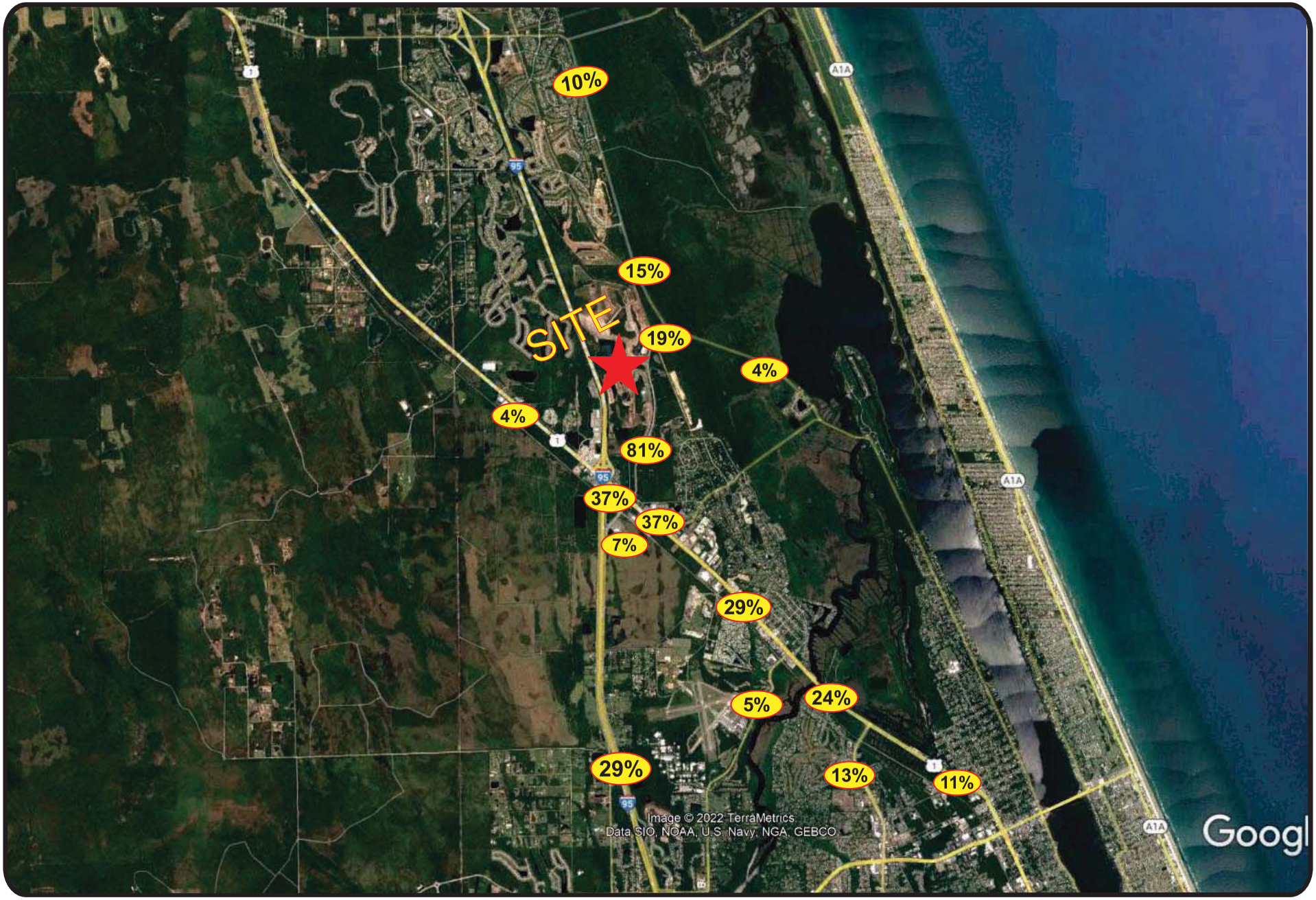
N
NTS



Plantation Oaks
Project № 5519
Figure 6

Projected P.M. Peak Hour Turning Movements

N
NTS



Plantation Oaks
Project № 5519
Figure 4

Trip Distribution

NTS

LTG Engineering & Planning

Vested Trips - AM

Intersection	Approach	Mvmn't.	Plantation Oaks (Reduced 4%)	**Total Vested Trips**	Plantation Oaks Model Distribution	Plantation Oaks Trip Direction	Plantation Oaks Project Trips
US 1 at Plantation Oaks Boulevard	Eastbound	U-Turn	0	0			0
		Left	104	104	37.0%	in	109
		Through	0	0			0
		Right	0	0			0
	Westbound	U-Turn	0	0			0
		Left	0	0			0
		Through	0	0			0
		Right	104	104	37.0%	in	109
	Northbound	U-Turn	0	0			0
		Left	0	0			0
		Through	19	19	7.0%	in	20
		Right	0	0			0
	Southbound	U-Turn	0	0			0
		Left	258	258	37.0%	out	269
		Through	49	49	7.0%	out	51
		Right	258	258	37.0%	out	269

AM Trip Gen	
In	294
Out	727
Total	1021

Intersection	Approach	Mvmn't.	Plantation Oaks (Reduced 4%)	**Total Vested Trips**	Plantation Oaks Model Distribution	Plantation Oaks Trip Direction	Plantation Oaks Project Trips
Old Dixie Highway at Plantation Oaks Boulevard	Eastbound	U-Turn	0	0			0
		Left	0	0			0
		Through	0	0			0
		Right	42	42	15.0%	in	44
	Westbound	U-Turn	0	0			0
		Left	11	11	4.0%	in	12
		Through	0	0			0
		Right	0	0			0
	Northbound	U-Turn	0	0			0
		Left	105	105	15.0%	out	109
		Through	0	0			0
		Right	28	28	4.0%	out	29
	Southbound	U-Turn	0	0			0
		Left	0	0			0
		Through	0	0			0
		Right	0	0			0

LTG Engineering & Planning

Vested Trips - PM

Intersection	Approach	Mvmn't.	Plantation Oaks (Reduced 4%)	**Total Vested Trips**
US 1 at Plantation Oaks Boulevard	Eastbound	U-Turn		0
		Left	310	310
		Through		0
		Right		0
	Westbound	U-Turn		0
		Left		0
		Through		0
		Right	310	310
	Northbound	U-Turn		0
		Left		0
		Through	59	59
		Right		0
	Southbound	U-Turn		0
		Left	191	191
		Through	36	36
		Right	191	191

Intersection	Approach	Mvmn't.	Plantation Oaks (Reduced 4%)	**Total Vested Trips**
Old Dixie Highway at Plantation Oaks Boulevard	Eastbound	U-Turn		0
		Left		0
		Through		0
		Right	126	126
	Westbound	U-Turn		0
		Left	34	34
		Through		0
		Right		0
	Northbound	U-Turn		0
		Left	78	78
		Through		0
		Right	20	20
	Southbound	U-Turn		0
		Left		0
		Through		0
		Right		0

APPENDIX I

Unsignalized Intersections

HCS Summary Sheets

Background Conditions

HCS Two-Way Stop-Control Report

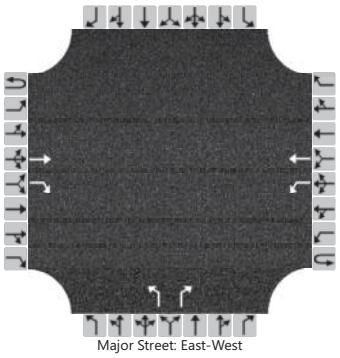
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	9/1/2022
Analysis Year	2027
Time Analyzed	AM BG
Intersection Orientation	East-West
Project Description	5740

Site Information

Intersection	Old Dixie at Plantation Oaks
Jurisdiction	Ormond
East/West Street	Old Dixie Highway
North/South Street	Plantation Oaks Blvd
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	1	0	1	1	0		1	0	1		0	0	0
Configuration			T	R		L	T			L		R				
Volume (veh/h)			107	193		16	59			182		31				
Percent Heavy Vehicles (%)						2				2		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized			No							No						
Median Type | Storage				Undivided												

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.12				6.42		6.22				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.22				3.52		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						17				192		33				
Capacity, c (veh/h)						1244				769		940				
v/c Ratio						0.01				0.25		0.03				
95% Queue Length, Q_{95} (veh)						0.0				1.0		0.1				
Control Delay (s/veh)						7.9				11.2		9.0				
Level of Service (LOS)						A				B		A				
Approach Delay (s/veh)						1.7				10.9						
Approach LOS						A				B						

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HCS Two-Way Stop-Control Report

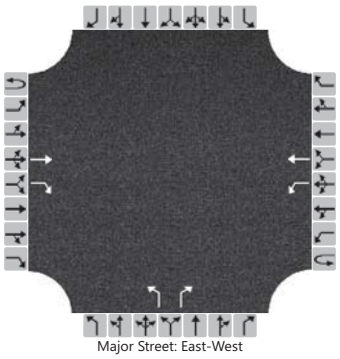
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	9/1/2022
Analysis Year	2027
Time Analyzed	PM BG
Intersection Orientation	East-West
Project Description	5740

Site Information

Intersection	Old Dixie at Plantation Oaks
Jurisdiction	Ormond
East/West Street	Old Dixie Highway
North/South Street	Plantation Oaks Blvd
Peak Hour Factor	0.85
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	1	0	1	1	0		1	0	1		0	0	0
Configuration			T	R		L	T			L		R				
Volume (veh/h)			36	234		44	95			160		31				
Percent Heavy Vehicles (%)						2				4		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized			No							No						
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.12				6.44		6.22				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.22				3.54		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						52				188		36				
Capacity, c (veh/h)						1242				697		1028				
v/c Ratio						0.04				0.27		0.04				
95% Queue Length, Q_{95} (veh)						0.1				1.1		0.1				
Control Delay (s/veh)						8.0				12.1		8.6				
Level of Service (LOS)						A				B		A				
Approach Delay (s/veh)						2.5				11.5						
Approach LOS						A				B						

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APPENDIX J

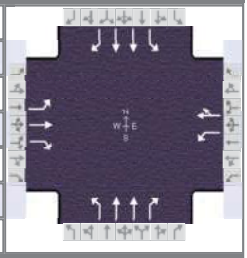
Signalized Intersections

HCS Summary Sheets

Background Conditions

HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	KAF	Analysis Date	Jan 13, 2023	Area Type	Other
Jurisdiction	Ormond	Time Period	AM BG	PHF	0.89
Urban Street	US 1	Analysis Year	2027	Analysis Period	1> 7:00
Intersection	Plantation Oaks Blvd	File Name	1. US 1 at Plantation Oaks Boulevard - AM BG.xus		
Project Description	5740.02				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	127	46	42	386	82	311	59	814	152	131	1129	141

Signal Information			
Cycle, s	120.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	4.5	4.6	41.8	46.8	0.0	0.0	
Yellow	4.8	0.0	4.8	3.7	0.0	0.0	
Red	2.8	0.0	2.8	3.5	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		5.0		6.0	1.1	3.0	1.1	3.0
Phase Duration, s		54.0		54.0	12.1	49.4	16.6	53.9
Change Period, ($Y+R_c$), s		7.2		7.2	7.6	7.6	7.6	7.6
Max Allow Headway (*MAH*), s		3.5		3.5	3.0	0.0	3.1	0.0
Queue Clearance Time (g_s), s		48.8		40.8	4.9		9.0	
Green Extension Time (g_e), s		0.0		1.8	0.0	0.0	0.1	0.0
Phase Call Probability		1.00		1.00	0.89		0.99	
Max Out Probability		1.00		0.53	0.00		0.24	

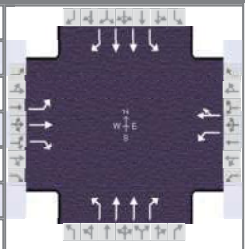
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	143	52	13	434	442		66	915	0	147	1269	79
Adjusted Saturation Flow Rate (*s*), veh/h/ln	910	1678	1572	1331	1469		1781	1724	1409	1598	1781	1572
Queue Service Time (g_s), s	15.3	2.3	0.6	36.5	31.5		2.9	28.2	0.0	7.0	40.8	3.9
Cycle Queue Clearance Time (g_c), s	46.8	2.3	0.6	38.8	31.5		2.9	28.2	0.0	7.0	40.8	3.9
Green Ratio (*g/C*)	0.39	0.39	0.39	0.39	0.39		0.39	0.35	0.35	0.42	0.39	0.39
Capacity (*c*), veh/h	176	654	613	553	573		139	1200	490	242	1375	607
Volume-to-Capacity Ratio (*X*)	0.810	0.079	0.022	0.784	0.771		0.476	0.762	0.000	0.608	0.922	0.129
Back of Queue (*Q*), ft/ln (95 th percentile)	243.3	46.5	10.8	477.5	493.3		53.8	456.6	0	131.6	660.4	68
Back of Queue (*Q*), veh/ln (95 th percentile)	9.2	1.7	0.4	18.5	17.6		2.1	17.4	0.0	4.7	26.0	2.7
Queue Storage Ratio (*RQ*) (95 th percentile)	1.95	0.00	0.09	0.00	0.00		0.19	0.00	0.00	0.58	0.00	0.00
Uniform Delay (d_1), s/veh	53.8	23.0	22.5	35.3	31.9		30.5	34.7	0.0	26.5	35.1	23.8
Incremental Delay (d_2), s/veh	22.4	0.0	0.0	6.6	5.8		1.2	4.6	0.0	1.1	11.6	0.4
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	76.1	23.1	22.5	41.9	37.7		31.6	39.3	0.0	27.7	46.8	24.2
Level of Service (LOS)	E	C	C	D	D		C	D		C	D	C
Approach Delay, s/veh / LOS	59.5	E		39.8	D		38.8	D		43.7	D	
Intersection Delay, s/veh / LOS	42.3						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.65	C	2.54	C	1.93	B	2.16	B
Bicycle LOS Score / LOS	0.83	A	1.93	B	1.30	A	1.72	B

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HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	KAF	Analysis Date	Jan 13, 2023	Area Type	Other
Jurisdiction	Ormond	Time Period	PM BG	PHF	0.95
Urban Street	US 1	Analysis Year	2027	Analysis Period	1> 7:00
Intersection	Plantation Oaks Blvd	File Name	1. US 1 at Plantation Oaks Boulevard - PM BG.xus		
Project Description	5740.02				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	131	87	62	274	60	241	40	1297	408	358	1159	124

Signal Information					EB		WB			
Cycle, s	140.0	Reference Phase	2							
Offset, s	0	Reference Point	End	Green	4.0	2.6	57.4	46.0	0.0	0.0
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.8	4.8	4.8	3.7	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.8	2.8	2.8	3.5	0.0	0.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		5.0		6.0	1.1	3.0	1.1	3.0
Phase Duration, s		53.2		53.2	11.6	65.0	21.8	75.2
Change Period, ($Y+R_c$), s		7.2		7.2	7.6	7.6	7.6	7.6
Max Allow Headway (*MAH*), s		3.4		3.4	3.0	0.0	3.1	0.0
Queue Clearance Time (g_s), s		45.6		36.3	4.1		16.2	
Green Extension Time (g_e), s		0.4		1.8	0.0	0.0	0.0	0.0
Phase Call Probability		1.00		1.00	0.81		1.00	
Max Out Probability		1.00		0.10	0.00		1.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	138	92	44	288	317		42	1365	285	377	1220	61
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1054	1722	1560	1274	1479		1612	1738	1560	1682	1752	1572
Queue Service Time (g_s), s	18.0	5.3	2.7	29.1	25.6		2.1	53.4	18.5	14.2	38.7	2.9
Cycle Queue Clearance Time (g_c), s	43.6	5.3	2.7	34.3	25.6		2.1	53.4	18.5	14.2	38.7	2.9
Green Ratio (*g/C*)	0.33	0.33	0.33	0.33	0.33		0.44	0.41	0.41	0.53	0.48	0.48
Capacity (*c*), veh/h	205	565	512	422	486		177	1426	640	233	1692	759
Volume-to-Capacity Ratio (*X*)	0.674	0.162	0.086	0.684	0.652		0.237	0.958	0.446	1.616	0.721	0.080
Back of Queue (*Q*), ft/ln (95 th percentile)	226.8	110.2	48.8	382.8	411.2		39.2	844.4	292.8	1125.3	585.2	50.5
Back of Queue (*Q*), veh/ln (95 th percentile)	8.9	4.0	1.9	14.7	14.8		1.4	32.5	11.3	42.0	22.7	2.0
Queue Storage Ratio (*RQ*) (95 th percentile)	1.81	0.00	0.39	0.00	0.00		0.14	0.00	1.58	5.00	0.00	0.00
Uniform Delay (d_1), s/veh	58.8	33.4	32.5	45.5	40.2		26.3	40.1	29.8	43.2	28.7	19.5
Incremental Delay (d_2), s/veh	6.3	0.0	0.0	3.6	2.3		0.3	15.7	2.2	296.0	2.7	0.2
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	65.1	33.4	32.5	49.1	42.5		26.6	55.8	32.1	339.2	31.4	19.7
Level of Service (LOS)	E	C	C	D	D		C	E	C	F	C	B
Approach Delay, s/veh / LOS	49.3	D		45.6	D		51.1	D		100.9	F	
Intersection Delay, s/veh / LOS	69.7						E					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.64	C	2.54	C	1.93	B	2.13	B
Bicycle LOS Score / LOS	0.94	A	1.49	A	1.88	B	1.86	B

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APPENDIX K

Signalized Intersections

HCS Summary Sheets

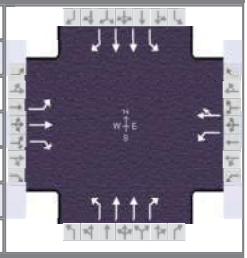
Background Conditions Improved

Background Conditions with Improvements

Intersection	Adopted LOS	PM Peak-Hour			Incremental Improvement
		Delay (sec.)	LOS	V/C greater than 1.0?	
US 1 at Plantation Oaks Boulevard	D	59.9	E	Yes	Optimize timing splits only
		40.1	D	No	Add SBL (dual lefts), reoptimize splits only

HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	KAF	Analysis Date	Jan 13, 2023	Area Type	Other
Jurisdiction	Ormond	Time Period	PM BG	PHF	0.95
Urban Street	US 1	Analysis Year	2027	Analysis Period	1> 7:00
Intersection	Plantation Oaks Blvd	File Name	1. US 1 at Plantation Oaks Boulevard - PM BG Im…		
Project Description	5740.02				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	131	87	62	274	60	241	40	1297	408	358	1159	124

Signal Information			
Cycle, s	140.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	4.0	1.8	68.4	35.8	0.0	0.0
Yellow	4.8	4.8	4.8	3.7	0.0	0.0
Red	2.8	2.8	2.8	3.5	0.0	0.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		5.0		6.0	1.1	3.0	1.1	3.0
Phase Duration, s		43.0		43.0	11.6	76.0	21.0	85.4
Change Period, ($Y+R_c$), s		7.2		7.2	7.6	7.6	7.6	7.6
Max Allow Headway (*MAH*), s		3.4		3.4	3.0	0.0	3.1	0.0
Queue Clearance Time (g_s), s		37.8		37.8	3.8		15.4	
Green Extension Time (g_e), s		0.0		0.0	0.0	0.0	0.0	0.0
Phase Call Probability		1.00		1.00	0.81		1.00	
Max Out Probability		1.00		1.00	0.00		1.00	

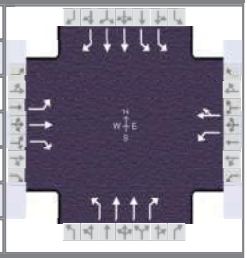
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	138	92	44	288	317		42	1365	285	377	1220	61
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1054	1722	1560	1274	1479		1612	1738	1560	1682	1752	1572
Queue Service Time (g_s), s	7.4	5.9	3.0	29.9	28.4		1.8	46.3	16.0	13.4	33.2	2.5
Cycle Queue Clearance Time (g_c), s	35.8	5.9	3.0	35.8	28.4		1.8	46.3	16.0	13.4	33.2	2.5
Green Ratio (*g/C*)	0.26	0.26	0.26	0.26	0.26		0.52	0.49	0.49	0.60	0.56	0.56
Capacity (*c*), veh/h	107	440	399	324	378		224	1699	762	272	1947	874
Volume-to-Capacity Ratio (*X*)	1.287	0.208	0.111	0.890	0.838		0.188	0.804	0.374	1.386	0.627	0.070
Back of Queue (*Q*), ft/ln (95 th percentile)	409.5	123.8	54.8	475.6	492.2		32.4	674.9	253.3	789.1	496.2	41.9
Back of Queue (*Q*), veh/ln (95 th percentile)	16.0	4.5	2.1	18.3	17.7		1.2	26.0	9.8	29.4	19.2	1.6
Queue Storage Ratio (*RQ*) (95 th percentile)	3.28	0.00	0.44	0.00	0.00		0.12	0.00	1.37	3.51	0.00	0.00
Uniform Delay (d_1), s/veh	68.1	41.0	39.9	55.9	49.3		19.4	30.1	22.4	35.2	21.2	14.4
Incremental Delay (d_2), s/veh	182.4	0.1	0.0	24.2	14.4		0.2	4.1	1.4	195.0	1.5	0.2
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	250.5	41.0	40.0	80.0	63.7		19.6	34.3	23.8	230.3	22.8	14.5
Level of Service (LOS)	F	D	D	F	E		B	C	C	F	C	B
Approach Delay, s/veh / LOS	146.4	F		71.5	E		32.2	C		69.6	E	
Intersection Delay, s/veh / LOS	59.9						E					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.65	C	2.55	C	1.91	B	2.12	B
Bicycle LOS Score / LOS	0.94	A	1.49	A	1.88	B	1.86	B

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HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	KAF	Analysis Date	Jan 13, 2023	Area Type	Other
Jurisdiction	Ormond	Time Period	PM BG	PHF	0.95
Urban Street	US 1	Analysis Year	2027	Analysis Period	1> 7:00
Intersection	Plantation Oaks Blvd	File Name	1. US 1 at Plantation Oaks Boulevard - PM BG Im…		
Project Description	5740.02				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	131	87	62	274	60	241	40	1297	408	358	1159	124

Signal Information			
Cycle, s	140.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	4.0	7.2	61.6	44.8	0.0	0.0
Yellow	4.8	0.0	4.8	3.7	0.0	0.0
Red	2.8	0.0	2.8	3.5	0.0	0.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		5.0		6.0	1.1	3.0	1.1	3.0
Phase Duration, s		52.0		52.0	11.6	69.2	18.8	76.4
Change Period, ($Y+R_c$), s		7.2		7.2	7.6	7.6	7.6	7.6
Max Allow Headway (*MAH*), s		3.4		3.4	3.0	0.0	3.1	0.0
Queue Clearance Time (g_s), s		46.2		36.8	4.0		11.0	
Green Extension Time (g_e), s		0.0		1.6	0.0	0.0	0.3	0.0
Phase Call Probability		1.00		1.00	0.81		1.00	
Max Out Probability		1.00		0.22	0.08		1.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	138	92	44	288	317		42	1365	285	377	1220	61
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1054	1722	1560	1274	1479		1612	1738	1560	1634	1752	1572
Queue Service Time (g_s), s	18.2	5.3	2.8	29.4	25.9		2.0	50.7	17.6	9.0	38.0	2.9
Cycle Queue Clearance Time (g_c), s	44.2	5.3	2.8	34.8	25.9		2.0	50.7	17.6	9.0	38.0	2.9
Green Ratio (*g/C*)	0.32	0.32	0.32	0.32	0.32		0.47	0.44	0.44	0.53	0.49	0.49
Capacity (*c*), veh/h	193	551	499	410	473		183	1529	686	423	1722	772
Volume-to-Capacity Ratio (*X*)	0.713	0.166	0.089	0.703	0.669		0.230	0.893	0.416	0.890	0.709	0.079
Back of Queue (*Q*), ft/ln (95 th percentile)	235.4	111.8	49.5	390.3	418.5		36.7	764.8	277.8	205.8	575.2	49.5
Back of Queue (*Q*), veh/ln (95 th percentile)	9.2	4.1	1.9	15.0	15.1		1.3	29.4	10.8	7.7	22.3	1.9
Queue Storage Ratio (*RQ*) (95 th percentile)	1.88	0.00	0.40	0.00	0.00		0.13	0.00	1.50	0.91	0.00	0.00
Uniform Delay (d_1), s/veh	60.3	34.2	33.3	46.7	41.2		24.6	36.2	26.9	32.5	27.8	18.9
Incremental Delay (d_2), s/veh	10.1	0.1	0.0	4.5	3.0		0.3	8.4	1.9	16.3	2.5	0.2
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	70.4	34.2	33.3	51.2	44.1		24.9	44.5	28.7	48.8	30.3	19.1
Level of Service (LOS)	E	C	C	D	D		C	D	C	D	C	B
Approach Delay, s/veh / LOS	52.3	D		47.5	D		41.4	D		34.1	C	
Intersection Delay, s/veh / LOS	40.1						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.64	C	2.68	C	2.11	B	2.13	B
Bicycle LOS Score / LOS	0.94	A	1.49	A	1.88	B	1.86	B

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APPENDIX L

Unsignalized Intersections

HCS Summary Sheets

Build-Out Conditions

HCS Two-Way Stop-Control Report

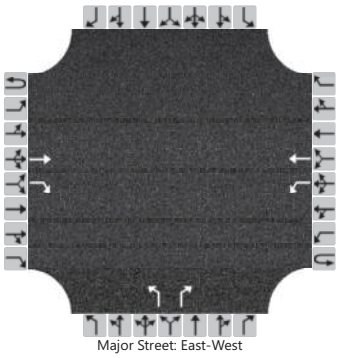
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	9/1/2022
Analysis Year	2027
Time Analyzed	AM BO
Intersection Orientation	East-West
Project Description	5740

Site Information

Intersection	Old Dixie at Plantation Oaks
Jurisdiction	Ormond
East/West Street	Old Dixie Highway
North/South Street	Plantation Oaks Blvd
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	1	0	1	1	0		1	0	1		0	0	0
Configuration			T	R		L	T			L		R				
Volume (veh/h)			107	196		16	59			191		31				
Percent Heavy Vehicles (%)						2				2		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized			No							No						
Median Type | Storage				Undivided												

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.12				6.42		6.22				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.22				3.52		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						17				201		33				
Capacity, c (veh/h)						1241				769		940				
v/c Ratio						0.01				0.26		0.03				
95% Queue Length, Q_{95} (veh)						0.0				1.0		0.1				
Control Delay (s/veh)						7.9				11.3		9.0				
Level of Service (LOS)						A				B		A				
Approach Delay (s/veh)						1.7				11.0						
Approach LOS						A				B						

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HCS Two-Way Stop-Control Report

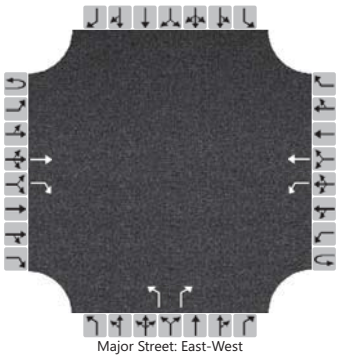
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	9/1/2022
Analysis Year	2027
Time Analyzed	PM BO
Intersection Orientation	East-West
Project Description	5740

Site Information

Intersection	Old Dixie at Plantation Oaks
Jurisdiction	Ormond
East/West Street	Old Dixie Highway
North/South Street	Plantation Oaks Blvd
Peak Hour Factor	0.85
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	1	0	1	1	0		1	0	1		0	0	0
Configuration			T	R		L	T			L		R				
Volume (veh/h)			36	244		44	95			166		31				
Percent Heavy Vehicles (%)						2				4		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized			No							No						
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.12				6.44		6.22				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.22				3.54		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						52				195		36				
Capacity, c (veh/h)						1230				696		1028				
v/c Ratio						0.04				0.28		0.04				
95% Queue Length, Q_{95} (veh)						0.1				1.1		0.1				
Control Delay (s/veh)						8.1				12.2		8.6				
Level of Service (LOS)						A				B		A				
Approach Delay (s/veh)						2.5				11.6						
Approach LOS						A				B						

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HCS Two-Way Stop-Control Report

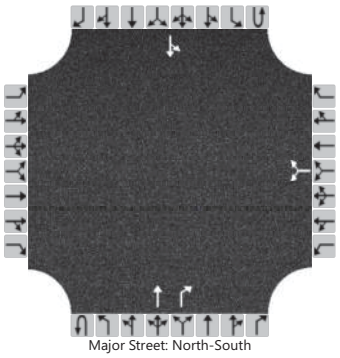
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	9/1/2022
Analysis Year	2027
Time Analyzed	AM BO
Intersection Orientation	North-South
Project Description	5740

Site Information

Intersection	Plantation Oasks at PD 1
Jurisdiction	Ormond
East/West Street	Project Driveway 1
North/South Street	Plantation Oaks
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	1	0	0	1	0
Configuration							LR				T	R		LT		
Volume (veh/h)						50		3			336	19		2	780	
Percent Heavy Vehicles (%)						2		2						2		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized										No						
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.42		6.22						4.12		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.52		3.32						2.22		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)							59							2		
Capacity, c (veh/h)							200							1164		
v/c Ratio							0.30							0.00		
95% Queue Length, Q_{95} (veh)							1.2							0.0		
Control Delay (s/veh)							30.4							8.1	0.0	
Level of Service (LOS)							D							A	A	
Approach Delay (s/veh)						30.4								0.1		
Approach LOS						D								A		

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HCS Two-Way Stop-Control Report

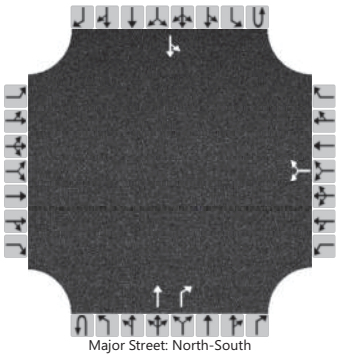
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	9/1/2022
Analysis Year	2027
Time Analyzed	PM BO
Intersection Orientation	North-South
Project Description	5740

Site Information

Intersection	Plantation Oasks at PD 1
Jurisdiction	Ormond
East/West Street	Project Driveway 1
North/South Street	Plantation Oaks
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	1	0	0	1	0
Configuration							LR				T	R		LT		
Volume (veh/h)						35		2			857	57		6	578	
Percent Heavy Vehicles (%)						2		2						2		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized										No						
Median Type | Storage						Undivided										

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.42		6.22						4.12		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.52		3.32						2.22		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)							39							6		
Capacity, c (veh/h)							133							715		
v/c Ratio							0.29							0.01		
95% Queue Length, Q_{95} (veh)							1.1							0.0		
Control Delay (s/veh)							43.0							10.1	0.1	
Level of Service (LOS)							E							B	A	
Approach Delay (s/veh)						43.0								0.2		
Approach LOS						E								A		

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HCS Two-Way Stop-Control Report

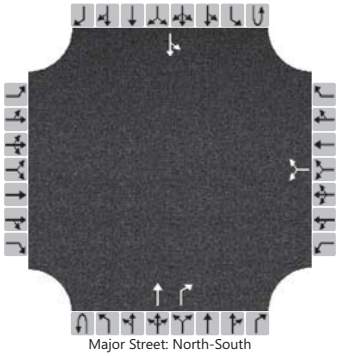
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	9/1/2022
Analysis Year	2027
Time Analyzed	AM BO
Intersection Orientation	North-South
Project Description	5740

Site Information

Intersection	Plantation Oasks at PD 2
Jurisdiction	Ormond
East/West Street	Project Driveway 2
North/South Street	Plantation Oaks
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	1	0	0	1	0
Configuration							LR				T	R		LT		
Volume (veh/h)						75		6			349	29		1	829	
Percent Heavy Vehicles (%)						2		2						2		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized											No					
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.42		6.22						4.12		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.52		3.32						2.22		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)							90							1		
Capacity, c (veh/h)							185							1139		
v/c Ratio							0.49							0.00		
95% Queue Length, Q_{95} (veh)							2.4							0.0		
Control Delay (s/veh)							41.7							8.2	0.0	
Level of Service (LOS)							E							A	A	
Approach Delay (s/veh)						41.7							0.0			
Approach LOS						E							A			

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HCS Two-Way Stop-Control Report

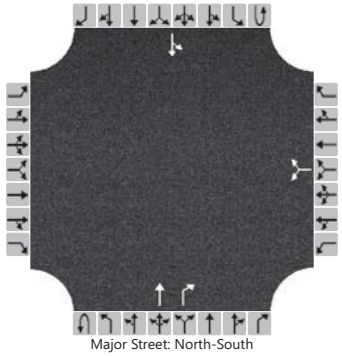
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	9/1/2022
Analysis Year	2027
Time Analyzed	PM BO
Intersection Orientation	North-South
Project Description	5740

Site Information

Intersection	Plantation Oasks at PD 2
Jurisdiction	Ormond
East/West Street	Project Driveway 2
North/South Street	Plantation Oaks
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	1	0	0	1	0
Configuration							LR				T	R		LT		
Volume (veh/h)						53		4			910	86		3	610	
Percent Heavy Vehicles (%)						2		2						2		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized											No					
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.42		6.22						4.12		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.52		3.32						2.22		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)							60							3		
Capacity, c (veh/h)							120							664		
v/c Ratio							0.50							0.00		
95% Queue Length, Q_{95} (veh)							2.3							0.0		
Control Delay (s/veh)							61.7							10.4	0.1	
Level of Service (LOS)							F							B	A	
Approach Delay (s/veh)						61.7								0.1		
Approach LOS						F								A		

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APPENDIX M

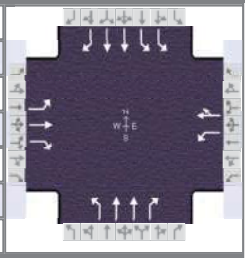
Signalized Intersections

HCS Summary Sheets

Build-Out Conditions

HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	KAF	Analysis Date	Jan 13, 2023	Area Type	Other
Jurisdiction	Ormond	Time Period	AM BO	PHF	0.89
Urban Street	US 1	Analysis Year	2027	Analysis Period	1> 7:00
Intersection	Plantation Oaks Blvd	File Name	1. US 1 at Plantation Oaks Boulevard - AM BO.xus		
Project Description	5740.02				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	127	50	42	443	93	368	59	814	174	153	1129	141

Signal Information			
Cycle, s	120.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	4.5	2.0	40.9	50.3	0.0	0.0
Yellow	4.8	0.0	4.8	3.7	0.0	0.0
Red	2.8	0.0	2.8	3.5	0.0	0.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		5.0		6.0	1.1	3.0	1.1	3.0
Phase Duration, s		57.5		57.5	12.1	48.5	14.0	50.4
Change Period, ($Y+R_c$), s		7.2		7.2	7.6	7.6	7.6	7.6
Max Allow Headway (*MAH*), s		3.5		3.5	3.0	0.0	3.1	0.0
Queue Clearance Time (g_s), s		52.3		47.8	4.9		6.3	
Green Extension Time (g_e), s		0.0		1.1	0.0	0.0	0.2	0.0
Phase Call Probability		1.00		1.00	0.89		1.00	
Max Out Probability		1.00		1.00	0.00		0.01	

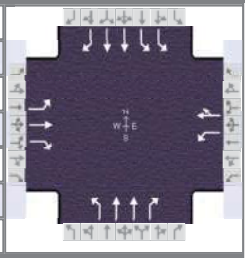
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	143	56	13	498	518		66	915	25	172	1269	79
Adjusted Saturation Flow Rate (*s*), veh/h/ln	848	1678	1572	1326	1467		1781	1724	1409	1551	1781	1572
Queue Service Time (g_s), s	12.3	2.4	0.6	43.3	38.0		2.9	28.6	1.4	4.3	42.7	4.1
Cycle Queue Clearance Time (g_c), s	50.3	2.4	0.6	45.8	38.0		2.9	28.6	1.4	4.3	42.7	4.1
Green Ratio (*g/C*)	0.42	0.42	0.42	0.42	0.42		0.38	0.34	0.34	0.39	0.36	0.36
Capacity (*c*), veh/h	147	703	659	589	615		126	1174	480	399	1272	561
Volume-to-Capacity Ratio (*X*)	0.973	0.080	0.020	0.845	0.842		0.526	0.779	0.052	0.431	0.998	0.140
Back of Queue (*Q*), ft/ln (95 th percentile)	298.8	47.8	10.2	562.4	593.6		55.1	463.8	24.3	77.1	753.5	71.9
Back of Queue (*Q*), veh/ln (95 th percentile)	11.3	1.7	0.4	21.8	21.2		2.2	17.7	0.9	2.8	29.7	2.8
Queue Storage Ratio (*RQ*) (95 th percentile)	2.39	0.00	0.08	0.00	0.00		0.20	0.00	0.13	0.34	0.00	0.00
Uniform Delay (d_1), s/veh	56.3	20.9	20.4	34.7	31.3		31.1	35.5	26.6	27.3	38.5	26.1
Incremental Delay (d_2), s/veh	65.7	0.0	0.0	10.4	9.8		1.6	5.1	0.2	0.3	24.7	0.5
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	122.0	21.0	20.4	45.0	41.1		32.7	40.7	26.8	27.7	63.2	26.6
Level of Service (LOS)	F	C	C	D	D		C	D	C	C	E	C
Approach Delay, s/veh / LOS	88.8	F		43.0	D		39.8	D		57.3	E	
Intersection Delay, s/veh / LOS	50.5						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.65	C	2.67	C	2.12	B	2.16	B
Bicycle LOS Score / LOS	0.84	A	2.16	B	1.32	A	1.74	B

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HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	KAF	Analysis Date	Jan 13, 2023	Area Type	Other
Jurisdiction	Ormond	Time Period	PM BO	PHF	0.95
Urban Street	US 1	Analysis Year	2027	Analysis Period	1> 7:00
Intersection	Plantation Oaks Blvd	File Name	1. US 1 at Plantation Oaks Boulevard - PM BO.xus		
Project Description	5740.02				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	131	99	62	314	68	281	40	1297	473	423	1159	124

Signal Information			
Cycle, s	140.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	4.0	1.8	59.4	44.8	0.0	0.0
Yellow	4.8	4.8	4.8	3.7	0.0	0.0
Red	2.8	2.8	2.8	3.5	0.0	0.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		5.0		6.0	1.1	3.0	1.1	3.0
Phase Duration, s		52.0		52.0	11.6	67.0	21.0	76.4
Change Period, ($Y+R_c$), s		7.2		7.2	7.6	7.6	7.6	7.6
Max Allow Headway (*MAH*), s		3.5		3.5	3.0	0.0	3.1	0.0
Queue Clearance Time (g_s), s		46.8		44.2	4.1		14.9	
Green Extension Time (g_e), s		0.0		0.2	0.0	0.0	0.0	0.0
Phase Call Probability		1.00		1.00	0.81		1.00	
Max Out Probability		1.00		1.00	0.09		1.00	

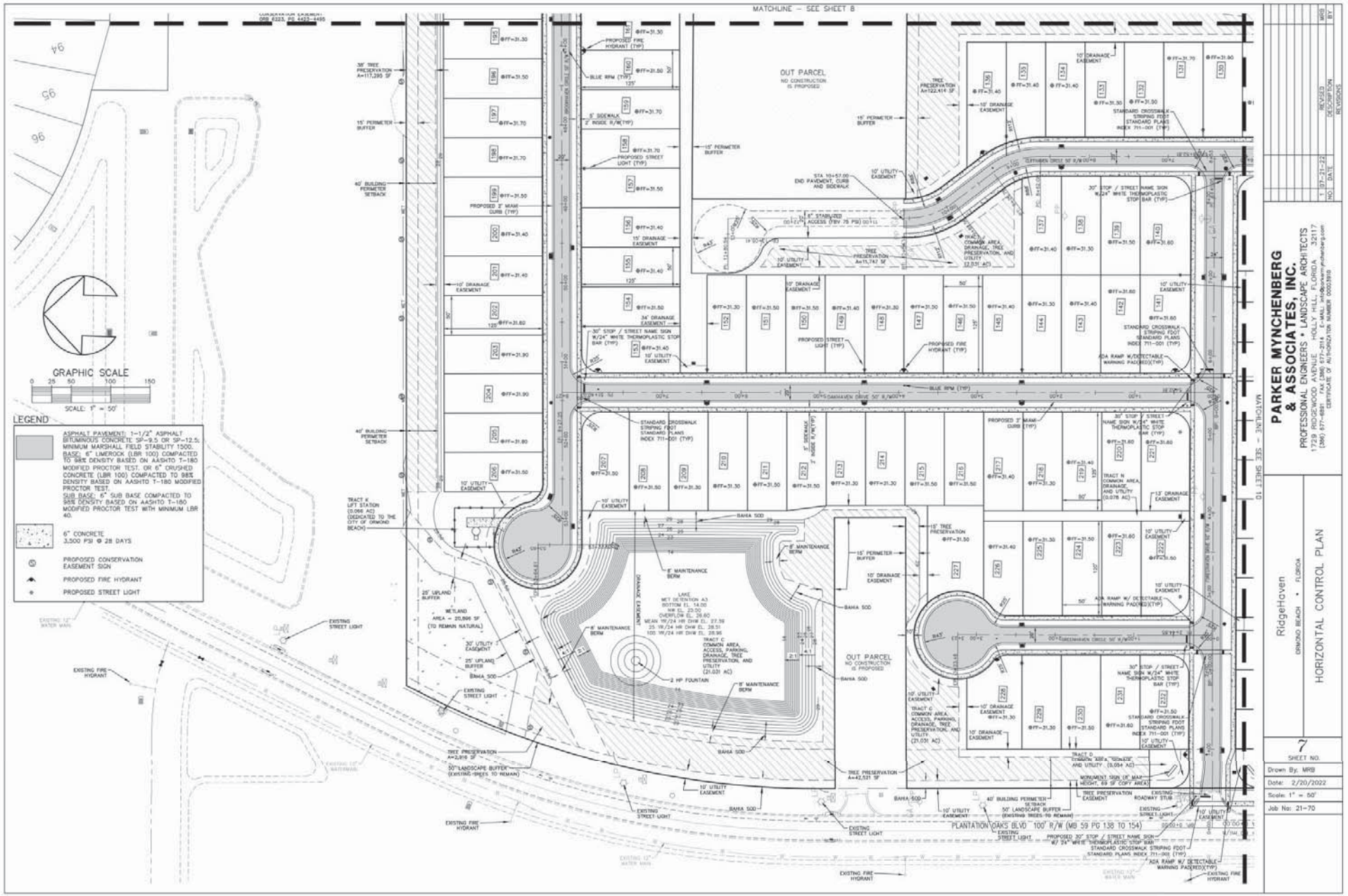
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	138	104	44	331	367		42	1365	354	445	1220	61
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1007	1722	1560	1259	1478		1612	1738	1560	1634	1752	1572
Queue Service Time (g_s), s	13.3	6.1	2.8	36.1	31.5		2.1	52.1	23.6	12.9	38.0	2.9
Cycle Queue Clearance Time (g_c), s	44.8	6.1	2.8	42.2	31.5		2.1	52.1	23.6	12.9	38.0	2.9
Green Ratio (*g/C*)	0.32	0.32	0.32	0.32	0.32		0.45	0.42	0.42	0.53	0.49	0.49
Capacity (*c*), veh/h	147	551	499	399	473		183	1475	662	455	1722	772
Volume-to-Capacity Ratio (*X*)	0.937	0.189	0.089	0.828	0.777		0.230	0.926	0.534	0.979	0.709	0.079
Back of Queue (*Q*), ft/ln (95 th percentile)	296.1	128.2	49.4	483.2	507.9		38	802.2	358.3	270.3	575.2	49.5
Back of Queue (*Q*), veh/ln (95 th percentile)	11.6	4.7	1.9	18.6	18.3		1.4	30.9	13.9	10.1	22.3	1.9
Queue Storage Ratio (*RQ*) (95 th percentile)	2.37	0.00	0.40	0.00	0.00		0.14	0.00	1.94	1.20	0.00	0.00
Uniform Delay (d_1), s/veh	65.4	34.5	33.3	49.7	43.1		25.2	38.2	30.0	39.9	27.8	18.9
Incremental Delay (d_2), s/veh	54.8	0.1	0.0	12.7	7.3		0.3	11.3	3.1	36.6	2.5	0.2
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	120.1	34.5	33.3	62.4	50.3		25.5	49.5	33.1	76.5	30.3	19.1
Level of Service (LOS)	F	C	C	E	D		C	D	C	E	C	B
Approach Delay, s/veh / LOS	75.6	E		56.1	E		45.7	D		41.8	D	
Intersection Delay, s/veh / LOS	47.7						D					

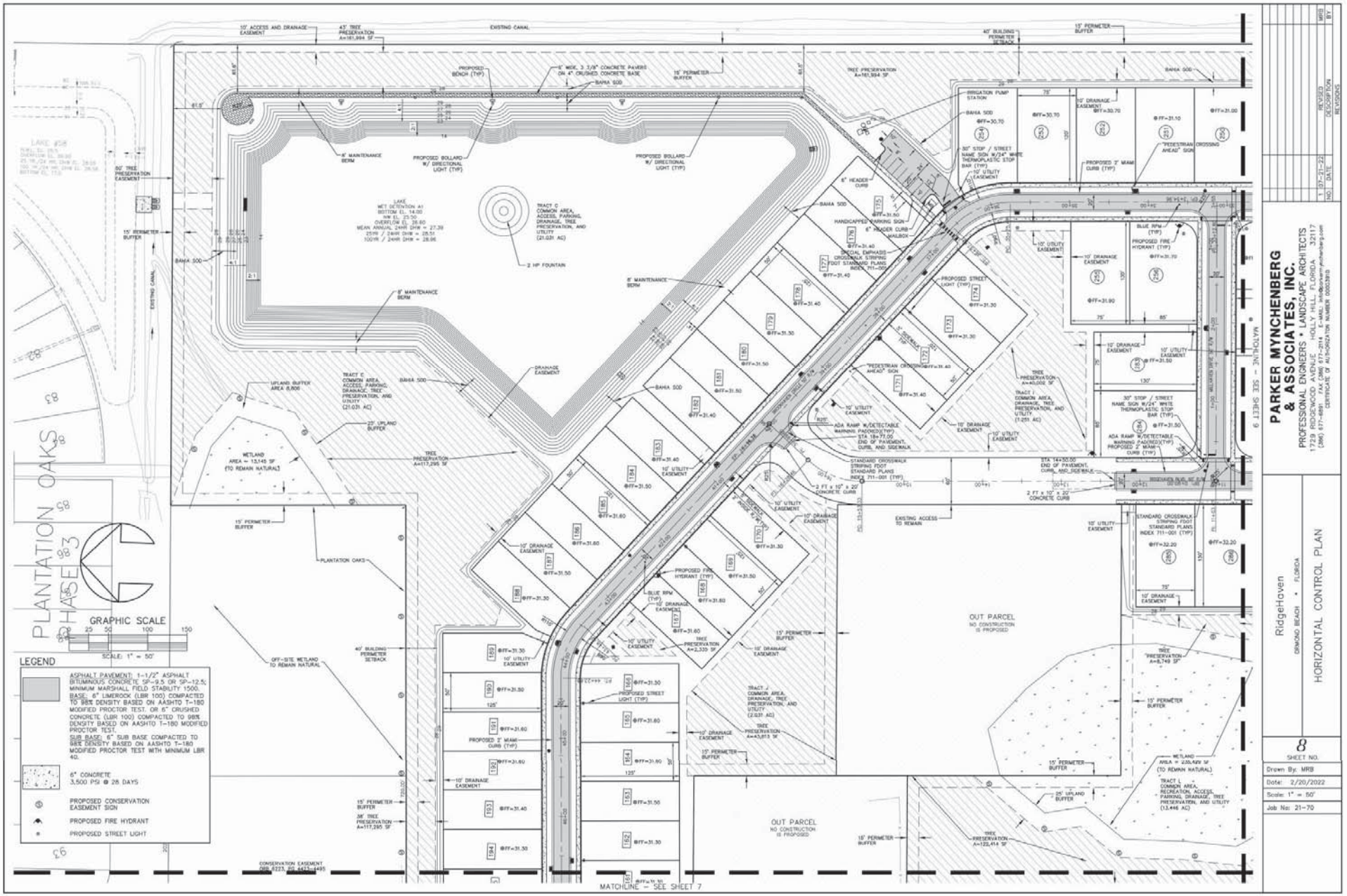
Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.64	C	2.68	C	2.11	B	2.13	B
Bicycle LOS Score / LOS	0.96	A	1.64	B	1.94	B	1.91	B

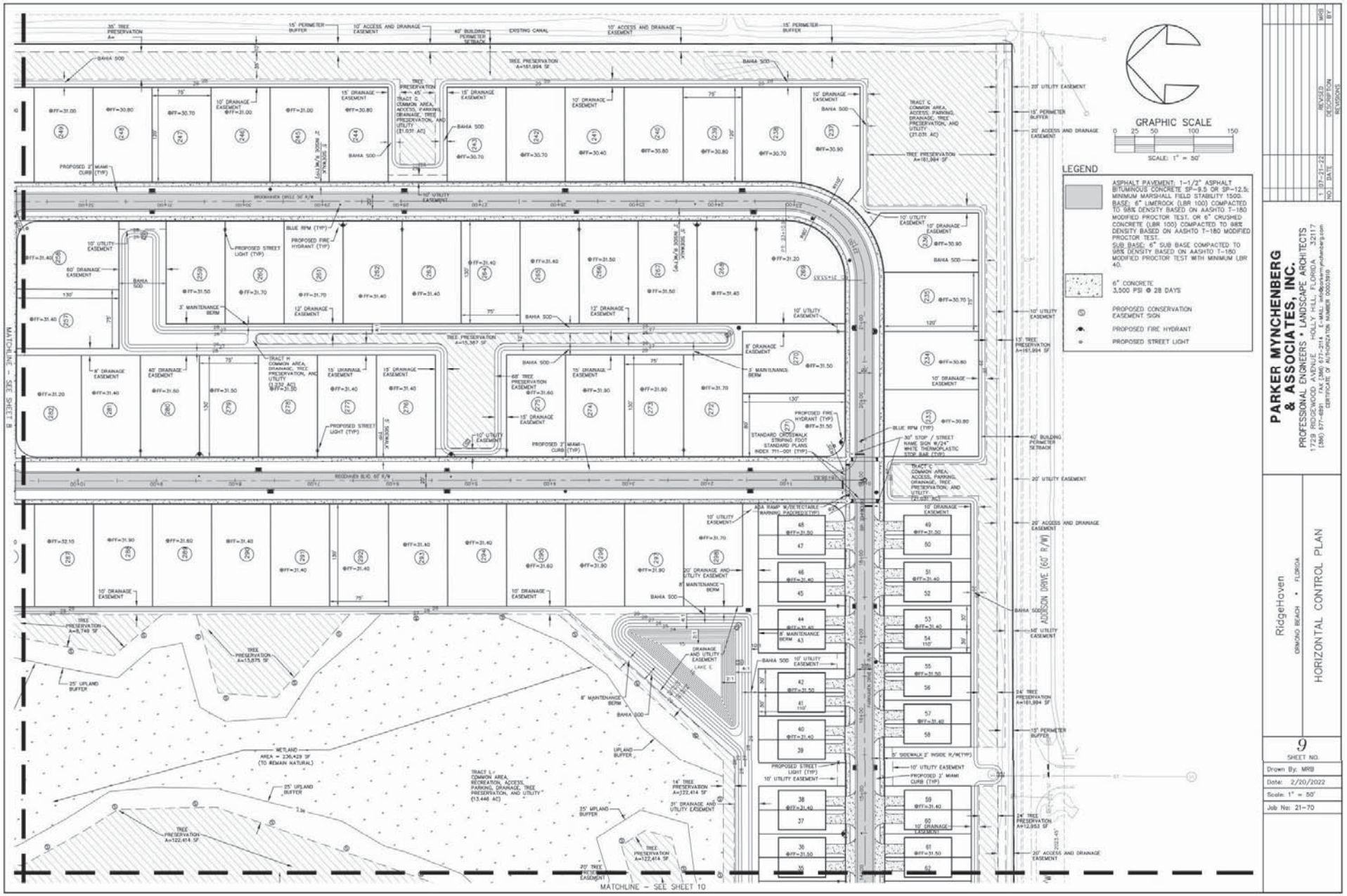
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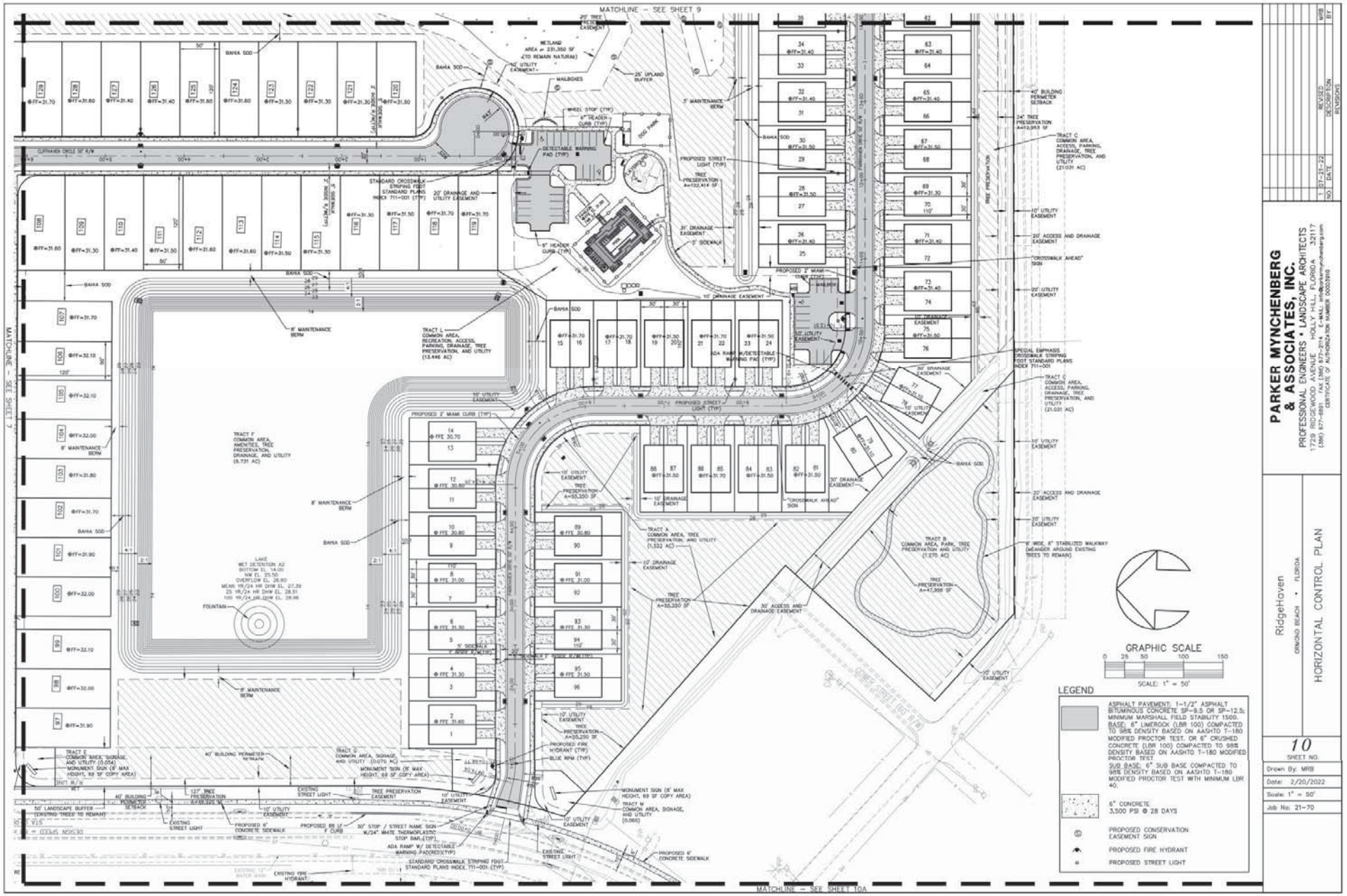
APPENDIX N

Off Site Sidewalk Improvements


MATCHLINE – SEE SHEET 8
MATCHLINE – SEE SHEET 10
GRAPHIC SCALE
0 25 50 100 150
SCALE: 1" = 50'
LEGEND
ASPHALT PAVEMENT: 1-1/2" ASPHALT BITUMINOUS CONCRETE SP-9.5 OR SP-12.5; MINIMUM MARSHALL FIELD STABILITY 1500. BASE: 6" LIMEROCK (LBR 100) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST, OR 6" CRUSHED CONCRETE (LBR 100) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. SUB BASE: 6" SUB BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.
6" CONCRETE 3,500 PSI @ 28 DAYS
PROPOSED CONSERVATION EASEMENT SIGN
PROPOSED FIRE HYDRANT
PROPOSED STREET LIGHT
OUT PARCEL
NO CONSTRUCTION IS PROPOSED
CLITHAVEN DRIVE 50' R/W
DUNHAVEN DRIVE 50' R/W
PLANTATION OAKS BLVD 100' R/W (MB 59 PG 138 TO 154)
LAKE
WET DETENTION A3
BOTTOM EL. 14.00
NW EL. 23.00
OVERFLOW EL. 26.60
MEAN YR/24 HR DWM EL. 27.58
25 YR/24 HR DWM EL. 28.51
100 YR/24 HR DWM EL. 28.96
TRACT C COMMON AREA ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITY (21.031 AC)
TRACT K LIFT STATION (0.066 AC) (DEDICATED TO THE CITY OF ORMOND BEACH)
TRACT N COMMON AREA, DRAINAGE, AND UTILITY (0.078 AC)
TRACT O COMMON AREA AND UTILITY (0.054 AC)
WETLAND AREA = 20,896 SF (TO REMAIN NATURAL)
BAHIA SOD
EXISTING STREET LIGHT
EXISTING FIRE HYDRANT
EXISTING 12" WATER MAIN
PROPOSED FIRE HYDRANT (TYP)
PROPOSED STREET LIGHT (TYP)
BLUE RPM (TYP)
PROPOSED 2' MIAMI CURB (TYP)
STANDARD CROSSWALK STRIPING FDOT STANDARD PLANS INDEX 711-001 (TYP)
30" STOP / STREET NAME SIGN W/24" WHITE THERMOPLASTIC STOP BAR (TYP)
ADA RAMP W/DETECTABLE WARNING PAD(TYP)
PROPOSED 20" STOP / STREET NAME SIGN W/ 24" WHITE THERMOPLASTIC STOP BAR
MONUMENT SIGN (8' MAX HEIGHT, 69 SF COPY AREA)
EXISTING ROADWAY STUB
2 HP FOUNTAIN
8' MAINTENANCE BERM
15' PERIMETER BUFFER
10' DRAINAGE EASEMENT
10' UTILITY EASEMENT
15' DRAINAGE EASEMENT
30' UTILITY EASEMENT
25' UPLAND BUFFER
40' BUILDING PERIMETER SETBACK
50' LANDSCAPE BUFFER (EXISTING TREES TO REMAIN)
TREE PRESERVATION A=117,295 SF
TREE PRESERVATION A=11,747 SF
TREE PRESERVATION A=122,414 SF
TREE PRESERVATION A=42,531 SF
TREE PRESERVATION A=2,816 SF
STA 10+57.00 END PAVEMENT, CURB AND SIDEWALK
16' STABILIZED CONSTRUCTION ACCESS (TBW 75 PSI) (0.11 AC)
TRACT L COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY (2.771 AC)
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-4881 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 0003818
REVISED
1 07-21-22
NO. DATE DESCRIPTION BY
REVISIONS MRB
Ridgehaven
ORMOND BEACH • FLORIDA
HORIZONTAL CONTROL PLAN
7
SHEET NO.
Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70


PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-4891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 0000378
Ridgehaven
DEMOREST • FLORIDA
HORIZONTAL CONTROL PLAN
SHEET NO. 8
Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70
REVISIONS
NO. DATE DESCRIPTION BY
1 07-21-22 REVISED MRB
GRAPHIC SCALE
SCALE: 1" = 50'
LEGEND
ASPHALT PAVEMENT: 1-1/2" ASPHALT BITUMINOUS CONCRETE SP-9.5 OR SP-12.5; MINIMUM MARSHALL FIELD STABILITY 1500. BASE: 6" LIMEROCK (LBR 100) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST, OR 6" CRUSHED CONCRETE (LBR 100) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. SUB BASE: 6" SUB BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.
6" CONCRETE 3,500 PSI @ 28 DAYS
PROPOSED CONSERVATION EASEMENT SIGN
PROPOSED FIRE HYDRANT
PROPOSED STREET LIGHT
PLANTATION OAKS PHASE 3
LAKE #5R
LAKE #5
WET DETENTION #1
BOTTOM EL. 14.00
NW EL. 23.50
OVERFLOW EL. 26.60
MEAN ANNUAL 24HR DHW = 27.39
25YR / 24HR DHW = 28.51
100YR / 24HR DHW = 28.96
TRACT C COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITY (21.031 AC)
2 HP FOUNTAIN
TRACT I COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY (1.251 AC)
TRACT J COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY (2.031 AC)
TRACT L COMMON AREA, RECREATION, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITY (13.446 AC)
OUT PARCEL
NO CONSTRUCTION IS PROPOSED
WETLAND AREA = 13,145 SF (TO REMAIN NATURAL)
WETLAND AREA = 230,429 SF (TO REMAIN NATURAL)
OFF-SITE WETLAND TO REMAIN NATURAL
UPLAND BUFFER AREA 8,606
TREE PRESERVATION A=161,994 SF
TREE PRESERVATION A=117,295 SF
TREE PRESERVATION A=2,339 SF
TREE PRESERVATION A=43,813 SF
TREE PRESERVATION A=8,749 SF
TREE PRESERVATION A=122,414 SF
CONSERVATION EASEMENT ORB 8223, PG 4425-4435
MATCHLINE – SEE SHEET 7
MATCHLINE – SEE SHEET 9
PROPOSED BENCH (TYP)
6' WIDE, 3 3/8" CONCRETE PAVERS ON 4" CRUSHED CONCRETE BASE
PROPOSED BOLLARD W/ DIRECTIONAL LIGHT (TYP)
6' MAINTENANCE BERM
BAHIA SOD
EXISTING CANAL
10' ACCESS AND DRAINAGE EASEMENT
45' TREE PRESERVATION A=161,994 SF
80' TREE PRESERVATION EASEMENT
15' PERIMETER BUFFER
40' BUILDING PERIMETER SETBACK
25' UPLAND BUFFER
DRAINAGE EASEMENT
10' DRAINAGE EASEMENT
10' UTILITY EASEMENT
IRRIGATION PUMP STATION
30" STOP / STREET NAME SIGN W/24" WHITE THERMOPLASTIC STOP BAR (TYP)
"PEDESTRIAN CROSSING AHEAD" SIGN
PROPOSED 2' MIAMI CURB (TYP)
6" HEADER CURB
HANDICAPPED PARKING SIGN
6" TRADER CURB
MAILBOX
SPECIAL EMPHASIS CROSSWALK STRIPING FDOT STANDARD PLANS INDEX 711-001
PROPOSED STREET LIGHT (TYP)
5' SIDEWALK
ADA RAMP W/DETECTABLE WARNING PADS(TYP)
STA 18+77.05 END OF PAVEMENT, CURB, AND SIDEWALK
STA 14+50.00 END OF PAVEMENT, CURB, AND SIDEWALK
STANDARD CROSSWALK STRIPING FDOT STANDARD PLANS INDEX 711-001 (TYP)
2 FT x 10" x 20" CONCRETE CURB
EXISTING ACCESS TO REMAIN
PROPOSED FIRE HYDRANT (TYP)
BLUE RPM (TYP)
PROPOSED 2' MIAMI CURB (TYP)
"PEDESTRIAN CROSSING AHEAD" SIGN
30" STOP / STREET NAME SIGN W/24" WHITE THERMOPLASTIC STOP BAR (TYP)
PROPOSED FIRE HYDRANT
PLANTATION OAKS
PROPOSED STREET LIGHT (TYP)
PROPOSED 2' MIAMI CURB (TYP)
38' TREE PRESERVATION A=117,295 SF


GRAPHIC SCALE
0 25 50 100 150
SCALE: 1" = 50'
LEGEND
ASPHALT PAVEMENT: 1-1/2" ASPHALT BITUMINOUS CONCRETE SP-9.5 OR SP-12.5; MINIMUM MARSHALL FIELD STABILITY 1500. BASE: 6" LIMEROCK (LBR 100) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST, OR 6" CRUSHED CONCRETE (LBR 100) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. SUB BASE: 6" SUB BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.
6" CONCRETE 3,500 PSI @ 28 DAYS
PROPOSED CONSERVATION EASEMENT SIGN
PROPOSED FIRE HYDRANT
PROPOSED STREET LIGHT
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-4891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003919
NO. DATE DESCRIPTION BY
1 07-21-22 REVISED MRB
REVISIONS
RidgeHaven
DENOND BEACH • FLORIDA
HORIZONTAL CONTROL PLAN
9
SHEET NO.
Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70
MATCHLINE - SEE SHEET 8
MATCHLINE - SEE SHEET 10
ADDISON DRIVE (60' R/W)
REDDAWN BLVD. 60' R/W
BROOKHAVEN DRIVE 50' R/W
BAHIA SOD
PROPOSED 2' MIAMI CURB (TYP)
PROPOSED STREET LIGHT (TYP)
PROPOSED FIRE HYDRANT (TYP)
BLUE RPM (TYP)
5' SIDEWALK
5' MAINTENANCE BERM
8' MAINTENANCE BERM
10' UTILITY EASEMENT
15' PERIMETER BUFFER
10' ACCESS AND DRAINAGE EASEMENT
40' BUILDING PERIMETER SETBACK
EXISTING CANAL
TREE PRESERVATION A=161,994 SF
TRACT C, COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITY (21.031 AC)
TRACT H, COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY (1.232 AC)
TRACT L, COMMON AREA, RECREATION, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITY (13.446 AC)
WETLAND AREA = 236,429 SF (TO REMAIN NATURAL)
25' UPLAND BUFFER
ADA RAMP W/DETECTABLE WARNING PADDED (TYP)
STANDARD CROSSWALK STRIPING FOOT STANDARD PLANS INDEX 711-001 (TYP)
30" STOP / STREET NAME SIGN W/24" WHITE THERMOPLASTIC STOP BAR (TYP)
LAKE E
LAKE F



PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003969

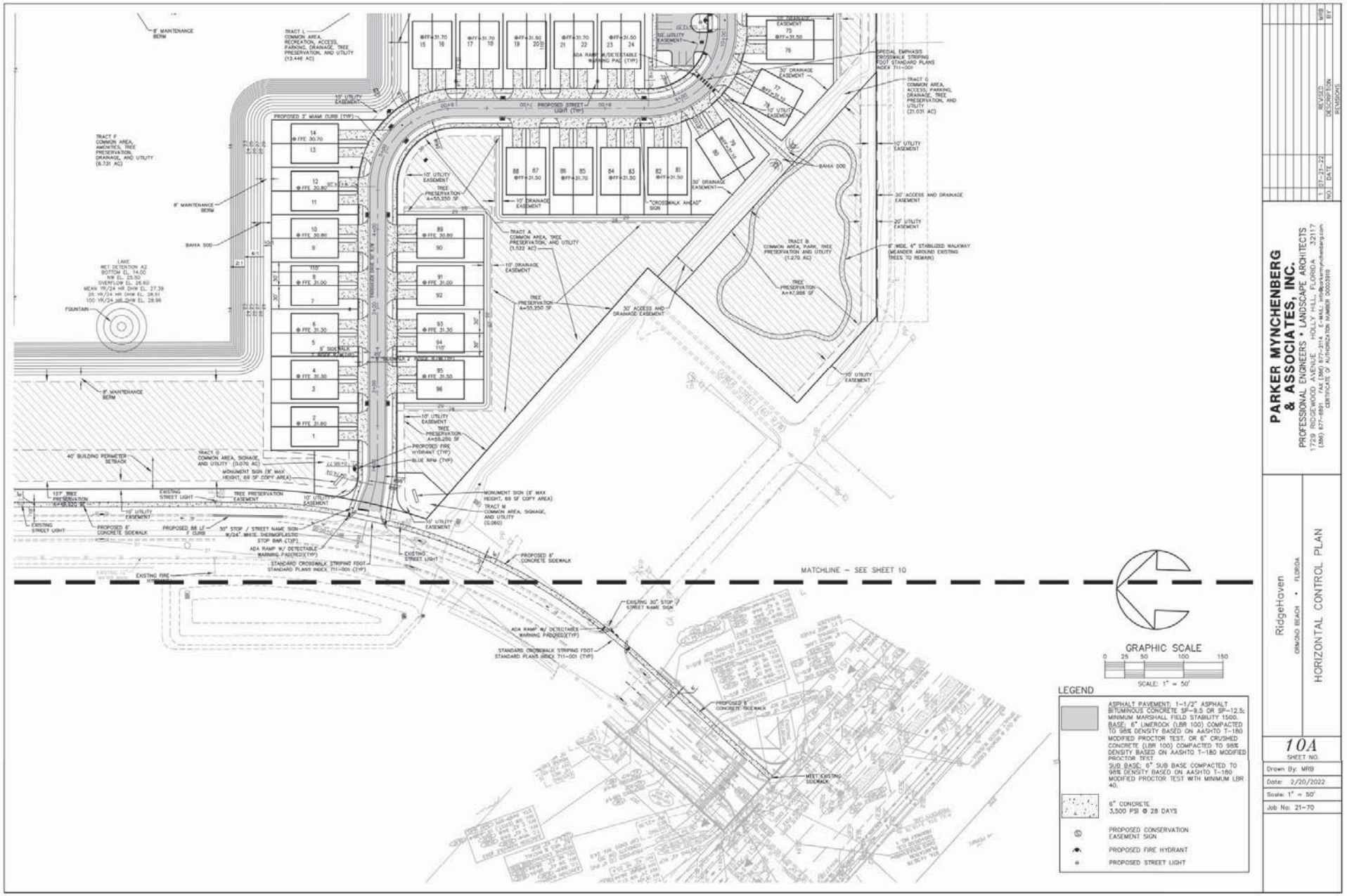
NO.	DATE	DESCRIPTION	BY
1	07-21-22	REVISED	MRB

RidgeHaven
DENCHO BEACH • FLORIDA

HORIZONTAL CONTROL PLAN

10
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2314 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003919

NO.	DATE	DESCRIPTION	BY
1	07-21-22	REVISED	MRB

RidgeHaven
DEBARY BEACH • FLORIDA

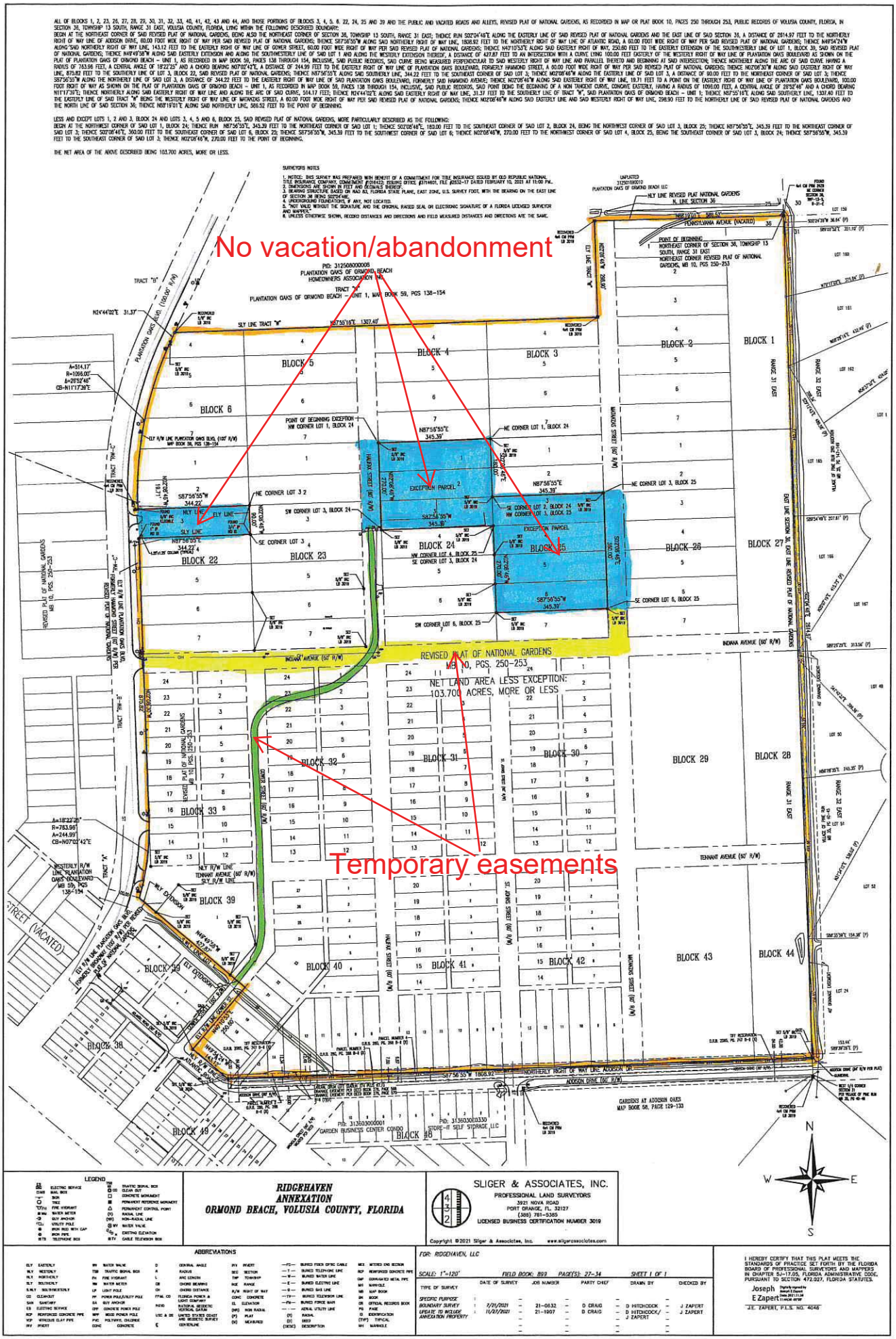
HORIZONTAL CONTROL PLAN

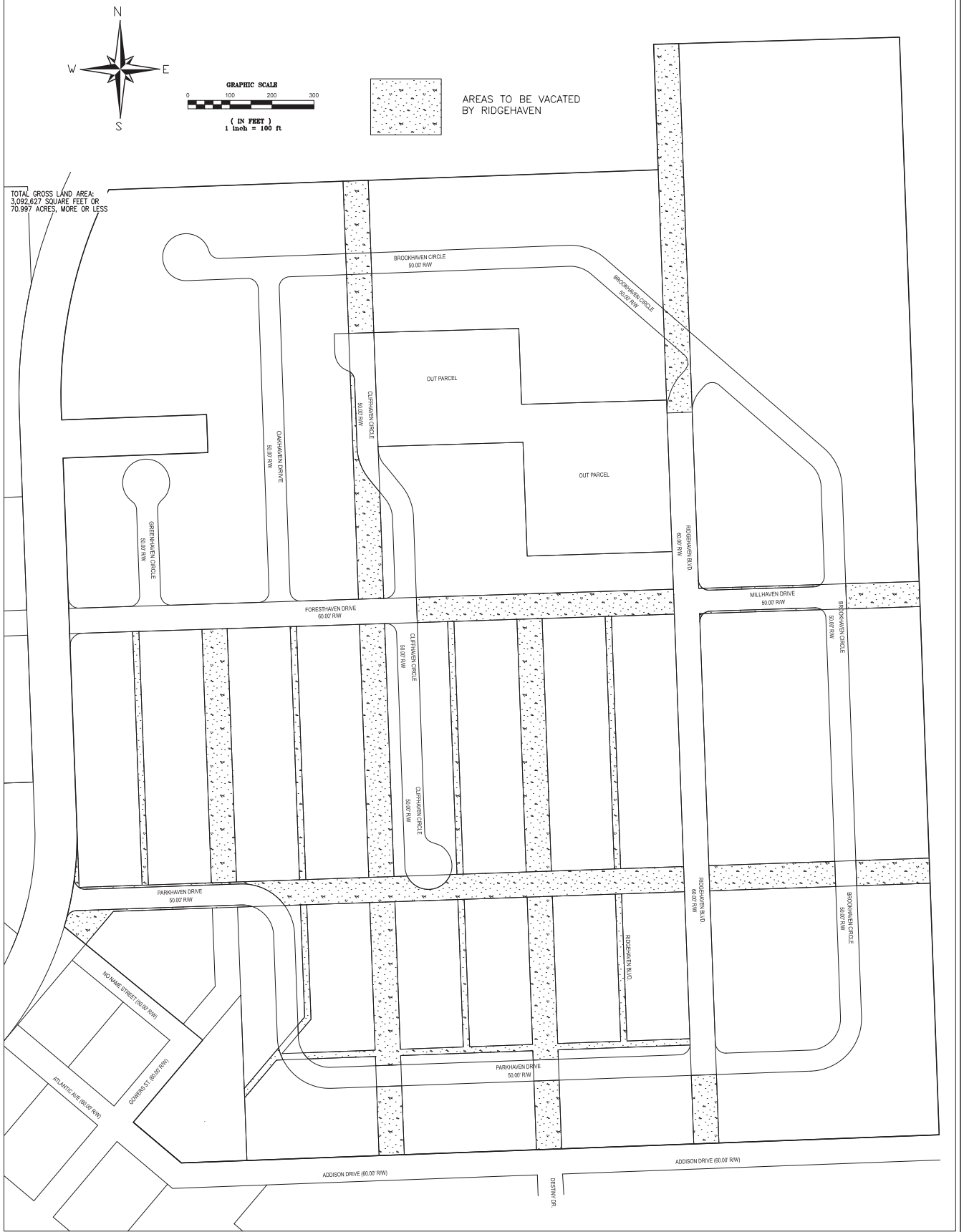
10A
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70

ATTACHMENT 6

Partial Plat Vacation Information


No vacation/abandonment
Temporary easements
RIDGEHAVEN
ANNEXATION
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
Copyright ©2021 Sliger & Associates, Inc. www.sligerassociates.com
FOR: RIDGEHAVEN, LLC
SCALE: 1"=120'
FIELD BOOK: 893 PAGE(S): 27-34 SHEET 1 OF 1
TYPE OF SURVEY | DATE OF SURVEY | JOB NUMBER | PARTY CHIEF | DRAWN BY | CHECKED BY
SPECIFIC PURPOSE
BOUNDARY SURVEY 7/21/2021 21-0832 D CRAIG D HITCHCOCK J ZAPERT
UPDATE TO INCLUDE ANNEXATION PROPERTY 11/22/2021 21-1007 D CRAIG D HITCHCOCK/ J ZAPERT
I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
Joseph E Zapert
J.E. ZAPERT, P.L.S. NO. 4046
LEGEND
ABBREVIATIONS
SURVEYOR'S NOTES
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 22
BLOCK 23
BLOCK 24
BLOCK 25
BLOCK 26
BLOCK 27
BLOCK 28
BLOCK 29
BLOCK 30
BLOCK 31
BLOCK 32
BLOCK 33
BLOCK 39
BLOCK 40
BLOCK 41
BLOCK 42
BLOCK 43
BLOCK 44
BLOCK 49
REVISED PLAT OF NATIONAL GARDENS MB 10, PGS. 250-253
NET LAND AREA LESS EXCEPTION: 103.700 ACRES, MORE OR LESS
INDIANA AVENUE (60' R/W)
TENNANT AVENUE (60' R/W)
ADDISON DRIVE (60' R/W)
HALIFAX STREET (60' R/W)
MONARCH STREET (60' R/W)
DEVOE STREET (60' R/W)
PLANTATION OAKS BLVD. (100' R/W)
PENNSYLVANIA AVENUE (VACATED)
EXCEPTION PARCEL 1
EXCEPTION PARCEL 2
POINT OF BEGINNING EXCEPTION
POINT OF BEGINNING
NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST
NORTHEAST CORNER REVISED PLAT OF NATIONAL GARDENS, MB 10, PGS 250-253
PID: 312506000000
PLANTATION OAKS OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC
TRACT "A"
PLANTATION OAKS OF ORMOND BEACH – UNIT 1, MAP BOOK 59, PGS 138-154
TRACT "B"
TRACT "C"
TRACT "W"
TRACT "A"
PID: 312506000001
PLANTATION OAKS OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC
PID: 313603000001
GARDEN BUSINESS CENTER CONDO
PID: 313603020330
STORE-IT SELF STORAGE, LLC
GARDENS AT ADDISON OAKS MAP BOOK 58, PAGE 129-133
N
S
E
W



LEGEND

●	IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	RUV	REUSE VALE	FOCV	FIBER OPTIC CABLE VAULT	SDMH	STORM DRAIN MANHOLE
◉	IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	GTMH	GREASE TRAP MANHOLE
○	IRON PIPE	HHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
⊙	FD "X" CUT IN CONCRETE	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
□	CONCRETE MONUMENT	GM	GAS METER		SIGN	CO	CLEAN OUT
■	DENOTES PC / PT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MANHOLE
⚠	PERMANENT CONTROL POINT	MB	MAIL BOX	YL	YARD LIGHT	RBO	REUSE BLOWOFF ASSEMBLY
	SITE BENCHMARK	TV	CABLE TELEVISION BOX		UTILITY POLE		WETLANDS LOCATION
FH	FIRE HYDRANT	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
WV	WATER VALVE	EB	ELECTRIC SERVICE BOX		UTILITY VALVE	0.00×	EXISTING ELEVATION

ABBREVIATIONS

W/	WITH	ILLEG. ILLEGIBLE	GLM	GAS LINE MARKER	DIP	DUCTILE IRON PIPE	LP	LIGHT POLE	-FO-	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB	MAP BOOK	D	CENTRAL ANGLE	PVC	POLYVINYL CHLORIDE	PP	POWER POLE	-T-	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	CONC	CONCRETE	GA	GUY ANCHOR	-W-	BURIED WATER LINE
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH			TSB	TRAFFIC SIGNAL BOX	-E-	BURIED ELECTRIC LINE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY	-G-	BURIED GAS LINE
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY	-TV-	BURIED TELEVISION LINE
N&D	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	-FM-	BURIED FORCE MAIN
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	-OH-	AERIAL UTILITY LINE
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF SWALE	-ST-	STORM WATER LINE
ID	IDENTIFICATION	(NR)	NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FPL ID	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	℄	CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP COVER	A.E.	ACCESS EASEMENT	USC & GS	UNITED STATES COAST & GEODETIC SURVEY

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

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RIDGEHAVEN PLAT
VACATION EXHIBIT

FOR: RIDGE DEVELOPMENT GROUP

JOB NO. 22-0321

SCALE: 1"=100' FIELD BOOK: 899 PAGE(S): 27-34 SHEET 1 OF 1

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
EXHIBIT :	09-15-2022	22-0321	JP	JB	JB
BOUNDARY SURVEY :		–	–	–	–
TOPOGRAPHIC SURVEY :		–	–	–	–
FOUNDATION LOCATION :		–	–	–	–
FINAL IMPROVEMENTS :		–	–	–	–
RECERTIFICATION :		–	–	–	–

EXHIBIT

SHEET 1 OF 1

To:

Corey D Brown,Esquire

420 South Nova Rd

Daytona Beach, Fl 32114

corey@storchlawfirm.com

August 5, 2022

This is a "Letter of No Objection" to the requested vacation of proposed vacation of rights-of-way National Gardens, Map Book 10, Page 250-253, Public Records of Volusia County, Florida. Parcel Numbers: 313601330080, 313601230060, 31361240050 and 313601250010. Please accept this letter as notification.
Attached request & map:



No Ojbection AT&T National Gardens.pdf

Sincerely,

James Franklin
AT&T Engineer
1500 Herbert St
Port Orange, FL 32129
c. (772) 332-2493

Charter
COMMUNICATIONS

Stacy Stafford
Supervisor, Construction
Field Ops

December 22, 2021

Corey D. Brown
Storch Law Firm
420 South Nova Road
Daytona Beach Fl. 32114

RE: PROPOSED ROW VACATION OF PLATTED RIGHT-OF-WAY NATIONAL GARDENS, MAP BOOK 10, PAGES 250-253. ADJACENT TO PARCEL NUMBERS: 313601010020; 31360100012; 313601330110; 313601330080; 313601230060; 313601240060; 31361240050 AND 313601250010.

To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced "Easements" which is also described in the attached survey map.

Spectrum has **"no objection"** to the vacation of the ROW easement of the above mentioned property as described in the attached "Exhibit A" and survey map.

If you have any questions regarding this, please contact me.

Sincerely,

Stacy R. Stafford

Stacy R. Stafford
Charter Spectrum
Construction Supervisor
(407) 532-8614

1475 S. Nova Rd. Daytona Beach, FL 32114 T (407) 532-8614 F (386) 267-7508 Stacy.Stafford@charter.com

PARCEL 1:
ALL OF BLOCKS 1, 2, 26, 27, 28, 29, 30, 31, 32, 33,41,42,43 AND 44, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:
ALL OF LOTS 4, 5, 6 & 7, BLOCK 3; ALL OF LOTS 4, 5 & 6, BLOCK 4; ALL OF LOTS 4, 5, 6 & 7, BLOCK 5; ALL OF LOTS 4, 5, 6 & 7, BLOCK 22; ALL OF LOTS 1, 2, 3, 4, 5, 6 AND 7 BLOCK 23; ALL OF LOTS 4, 5, 6 & 7, BLOCK 24; ALL OF LOTS 1, 2 & 7, BLOCK 25, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

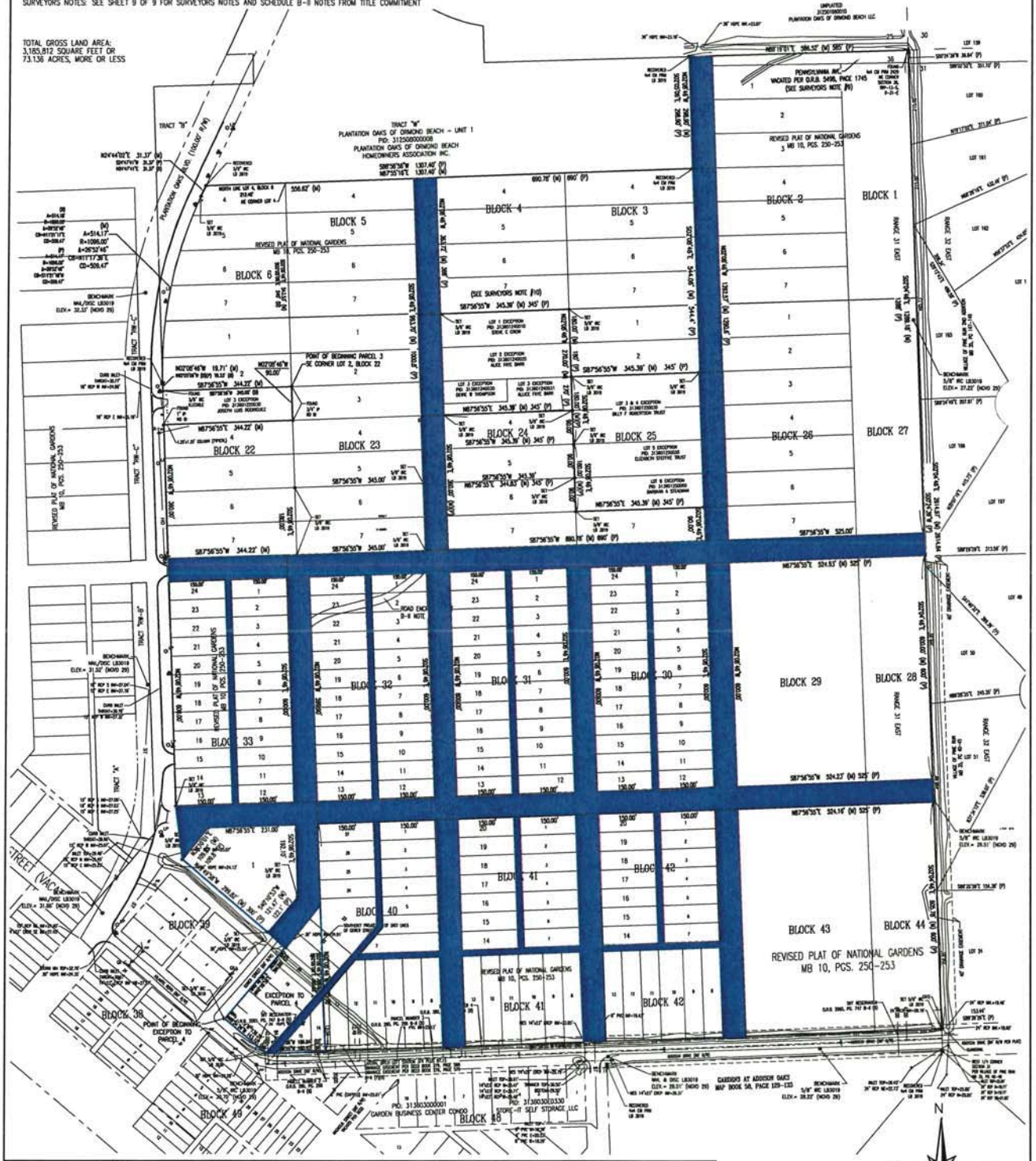
PARCEL 3:
PARTS OF LOTS 4, 5, 6 & 7, BLOCK 6; AND PARTS OF LOTS 1 & 2, BLOCK 22, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 22, OF THE AFORESAID REVISED PLAT OF NATIONAL GARDENS, AM SOUTH 87°56'56" WEST ALONG THE SOUTHERLY LINE OF LOT 2, BLOCK 22, A DISTANCE OF 345.00 FEET TO THE EASTERLY RIGHT OF WAY OF HAMMOND STREET, A 80 FOOT PARTIALLY OPENED RIGHT OF WAY; THENCE NORTH 02°03'08" WEST ALONG SAID EASTERLY LINE OF HAMMOND STREET AND ALONG THE EASTERLY RIGHT OF WAY LINE OF THE PROPOSED PLANTATION OAKS BOULEVARD, A 100 FOOT RIGHT OF WAY AS CURRENTLY PLANNED, A DISTANCE OF 19.33 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 28°52'46", A CHORD BEARING OF NORTH 11°31'17" EAST FOR AN ARC DISTANCE OF 514.18 FEET TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 24°47'41" EAST AND CONTINUING ALONG SAID PLANNED RIGHT OF WAY A DISTANCE OF 31.37 FEET TO THE NORTHERLY LINE OF LOT 4, BLOCK 6; THENCE NORTH 87°56'56" EAST ALONG SAID NORTHERLY LINE OF LOT 4, BLOCK 6 A DISTANCE OF 212.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 6; THENCE SOUTH 02°05'06" EAST ALONG THE EASTERLY LINES OF LOTS 4, 5, 6 & 7, BLOCK 6, AND THE EASTERLY LINES OF LOTS 1 & 2, BLOCK 22, A DISTANCE OF 540 FEET TO THE SOUTHEAST COMER OF LOT 2, BLOCK 22, AND THE POINT OF BEGINNING.

PARCEL 4:
BLOCK 40, REVISED PLAT OF NATIONAL- GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10. PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION THEREOF: BEGINNING AT THE WESTERLY COMER OF LOT 16, BLOCK 40, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN THENCE N40°18'58"E ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF GOMER STREET, A 80 FOOT STREET AS CURRENTLY OCCUPIED AND ESTABLISHED, A DISTANCE OF 396.88 FEET; THENCE S02°05'06"E ALONG THE SOUTHERLY PROJECTION OF THE EASTERLY LINE OF SAID GOMER STREET A DISTANCE OF 365.02 FEET TO THE NORTHERLY LINE OF ADDISON DRIVE, A 80 FOOT RIGHT OF WAY; THENCE S87°56'56"W ALONG SAID NORTHERLY LINE OF ADDISON DRIVE A DISTANCE OF 166.84 FEET TO THE NORTHEASTERLY LINE OF ATLANTIC ROAD, A 80 FOOT RIGHT OF WAY; THENCE N49°46'19"W ALONG SAID NORTHEASTERLY LINE OF ATLANTIC ROAD A DISTANCE OF 138.29 FEET TO THE POINT OF BEGINNING.

SURVEYORS NOTES: SEE SHEET 9 OF 9 FOR SURVEYORS NOTES AND SCHEDULE B-II NOTES FROM TITLE COMMITMENT

TOTAL GROSS LAND AREA:
3,185,812 SQUARE FEET OR
73.136 ACRES, MORE OR LESS



LEGEND

ABBREVIATIONS

ALTA/NSPS LAND TITLE SURVEY
LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 24, T-16-S, R-31-E, VOLUSIA COUNTY, FLORIDA

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

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FOR: RIDGE DEVELOPMENT GROUP

SCALE: 1"=120' FIELD BOOK: 899 PAGE(S): 27-34 SHEET 1 OF 9

TYPE OF SURVEY	DATE OF SURVEY	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	--	--	--	--	--
BOUNDARY SURVEY	7/21/2021	21-0832	D CRAIG	D HITCHCOCK	J ZAPERT
TOPOGRAPHIC SURVEY	--	--	--	--	--
FOUNDATION SURVEY	--	--	--	--	--
FINAL SURVEY	--	--	--	--	--
RECERTIFICATION SURVEY	--	--	--	--	--

TO: RIDGE DEVELOPMENT GROUP, LLC, A FLORIDA LIMITED PARTNERSHIP; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; SLIGER & STORCH, P.A.:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM TECHNICAL STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, AND 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 7-21-2021.

DATE OF PLAT OR MAP: 8-04-2021

JZ. ZAPERT FLORIDA PLS #6248

PREPARED BY: D HITCHCOCK

Florida Power & Light Company, 3000 Spruce Creek Rd., Port Orange, Fl. 32129

November 15th, 2022

Storch Law Firm
420 South Nova Rd
Daytona Beach, FL 32114

Re: No objection to the release of a platted right of way in parcel ID numbers: 313601010020, 313601010012, 313601330110, 313601330080, 313601230060, 313601240060, 31361240050 and 313601250010 in Volusia County

Please be advised that FPL does not object to the vacation of the easement as described and shown on the attached Exhibit A located in Map Book 10, Pages 250-253 of the public records of Volusia County.

If you have any questions regarding this matter, please contact Nicholas Rockefeller, FPL's local representative at 386-586-6476.

Thank you,

Joshua Zehnder
Engineering Lead

PARCEL 1:
ALL OF BLOCKS 1, 2, 26, 27, 28, 29, 30, 31, 32, 33,41,42,43 AND 44, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:
ALL OF LOTS 4, 5, 6 & 7, BLOCK 3; ALL OF LOTS 4, 5 & 6, BLOCK 4; ALL OF LOTS 4, 5, 6 & 7, BLOCK 5; ALL OF LOTS 4, 5, 6 & 7, BLOCK 22; ALL OF LOTS 1, 2, 3, 4, 5, 6 AND 7 BLOCK 23; ALL OF LOTS 4, 5, 6 & 7, BLOCK 24; ALL OF LOTS 1, 2 & 7, BLOCK 25, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

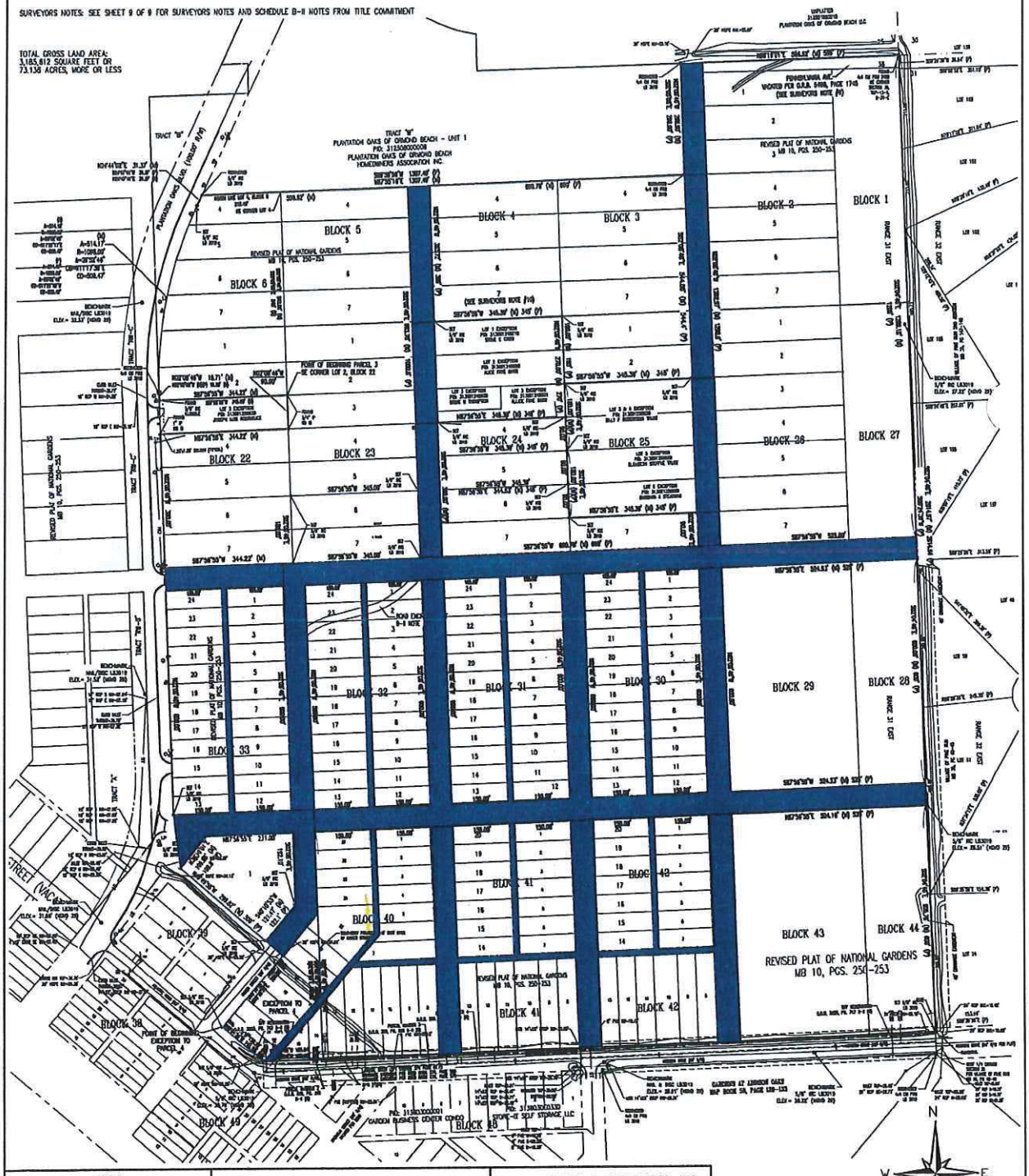
PARCEL 3:
PARTS OF LOTS 4, 5, 6 & 7, BLOCK 6; AND PARTS OF LOTS 1 & 2, BLOCK 22, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 22, OF THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; AM SOUTH 87°56'34" WEST ALONG THE SOUTHERLY LINE OF LOT 2, BLOCK 22, A DISTANCE OF 343.03 FEET TO THE EASTERLY RIGHT OF WAY OF HAMMOND STREET, A 66 FOOT PARTIALLY OPENED RIGHT OF WAY; THENCE NORTH 02°05'26" WEST ALONG SAID EASTERLY LINE OF HAMMOND STREET AND ALONG THE EASTERLY RIGHT OF WAY LINE OF THE PROPOSED PLANTATION OAKS BOULEVARD, A 100 FOOT RIGHT OF WAY AS CURRENTLY PLANNED, A DISTANCE OF 19.33 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1084.00 FEET, A CENTRAL ANGLE OF 39°54'48", A CHORD BEARING OF NORTH 17°31'17" EAST FOR AN ARC DISTANCE OF 514.18 FEET TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 34°47'41" EAST AND CONTINUING ALONG SAID PLANNED RIGHT OF WAY A DISTANCE OF 31.37 FEET TO THE NORTHERLY LINE OF LOT 4, BLOCK 6; THENCE NORTH 87°56'56" EAST ALONG SAID NORTHERLY LINE OF LOT 4, BLOCK 6 A DISTANCE OF 212.40 FEET TO THE NORTH-EAST CORNER OF SAID LOT 4, BLOCK 6; THENCE SOUTH 02°05'26" EAST ALONG THE EASTERLY LINES OF LOTS 4, 5, 6 & 7, BLOCK 6, AND THE EASTERLY LINES OF LOTS 1 & 2, BLOCK 22, A DISTANCE OF 340 FEET TO THE SOUTH-EAST CORNER OF LOT 2, BLOCK 22, AND THE POINT OF BEGINNING.

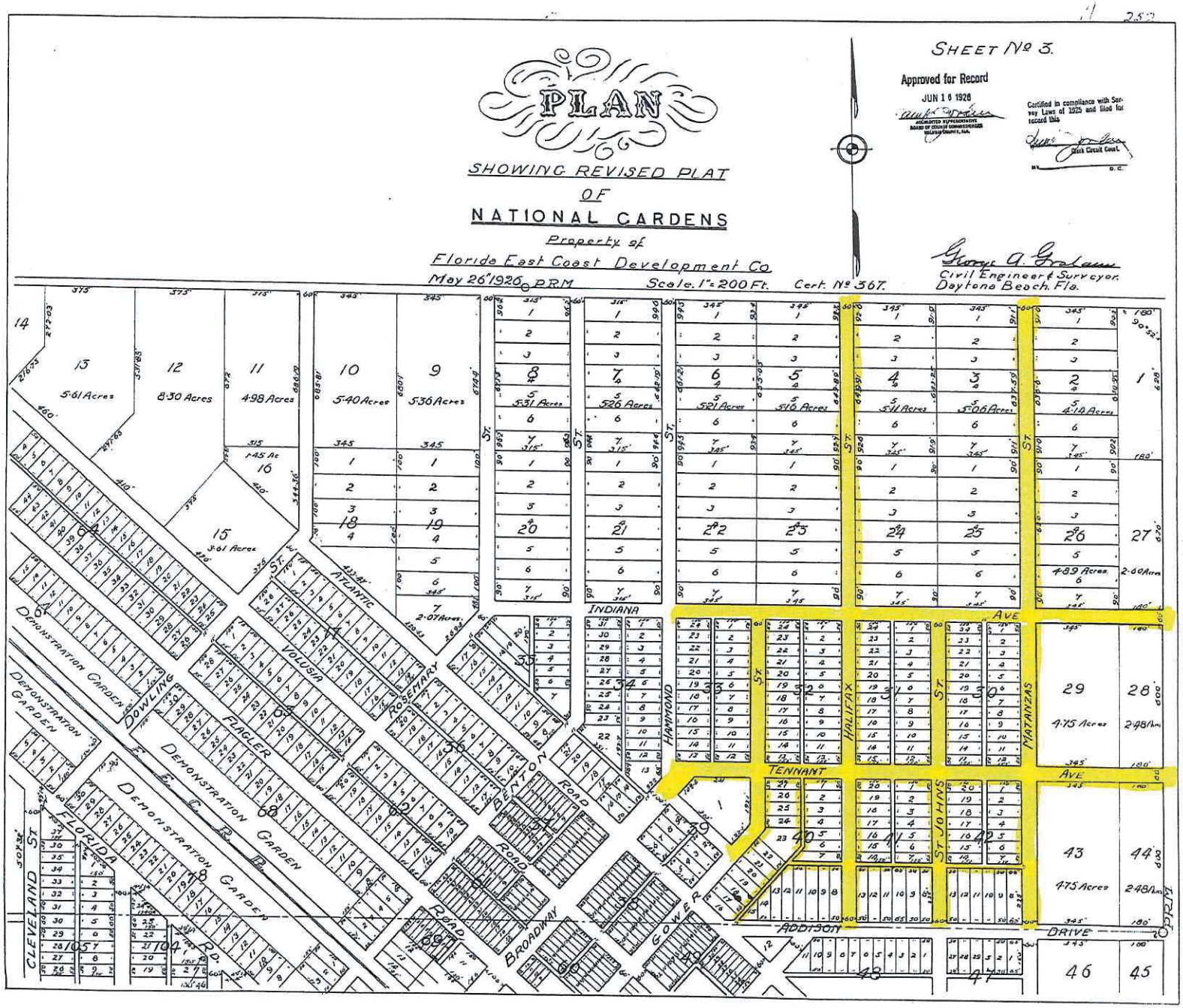
PARCEL 4:
BLOCK 40, REVISED PLAT OF NATIONAL- GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION THEREOF: BEGINNING AT THE WESTERLY CORNER OF LOT 14, BLOCK 40, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN THENCE N48°18'58"E ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF DORER STREET, A 80 FOOT STREET AS CURRENTLY OCCUPIED AND ESTABLISHED, A DISTANCE OF 344.86 FEET; THENCE S02°05'26"E ALONG THE SOUTHERLY PROJECTION OF THE EASTERLY LINE OF SAID DORER STREET A DISTANCE OF 365.86 FEET TO THE NORTHERLY LINE OF ADDISON DRIVE, A 80 FOOT RIGHT OF WAY; THENCE S87°56'56"W ALONG SAID NORTHERLY LINE OF ADDISON DRIVE A DISTANCE OF 188.84 FEET TO THE NORTHEASTERLY LINE OF ATLANTIC ROAD, A 80 FOOT RIGHT OF WAY; THENCE N49°48'10"W ALONG SAID NORTHEASTERLY LINE OF ATLANTIC ROAD A DISTANCE OF 130.28 FEET TO THE POINT OF BEGINNING.

SURVEYORS NOTES: SEE SHEET 9 OF 9 FOR SURVEYORS NOTES AND SCHEDULE B-II NOTES FROM TITLE COMMITMENT

TOTAL GROSS LAND AREA:
3,185,812 SQUARE FEET OR
73.138 ACRES, MORE OR LESS


TRACT "M"
PLANTATION OAKS BLVD. (VARIABLE R/W)
TRACT "M"
PLANTATION OAKS OF ORMOND BEACH - UNIT 1
PDS. 3113030000008
PLANTATION OAKS OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.
REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 22
BLOCK 23
BLOCK 24
BLOCK 25
BLOCK 26
BLOCK 27
BLOCK 28
BLOCK 29
BLOCK 30
BLOCK 31
BLOCK 32
BLOCK 33
BLOCK 38
BLOCK 39
BLOCK 40
BLOCK 41
BLOCK 42
BLOCK 43
BLOCK 44
BLOCK 45
POINT OF BEGINNING PARCEL 3
NE CORNER LOT 2, BLOCK 22
EXCEPTION TO PARCEL 4
POINT OF BEGINNING
EXCEPTION TO PARCEL 4
TRACT "A"
TRACT "B-1"
TRACT "B-2"
TRACT "C"
TRACT "D"
TRACT "E"
TRACT "F"
TRACT "G"
TRACT "H"
TRACT "I"
TRACT "J"
TRACT "K"
TRACT "L"
TRACT "N"
TRACT "O"
TRACT "P"
TRACT "Q"
TRACT "R"
TRACT "S"
TRACT "T"
TRACT "U"
TRACT "V"
TRACT "W"
TRACT "X"
TRACT "Y"
TRACT "Z"
REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253


SHEET No 3.
Approved for Record
JUN 16 1926
Certified in compliance with Survey Laws of 1925 and filed for record this
PLAN
SHOWING REVISED PLAT
OF
NATIONAL GARDENS
Property of
Floride East Coast Development Co
May 26 1926 PRM
Scale 1" = 200 Ft.
Cert. No 367.
George A. Graham
Civil Engineer & Surveyor.
Daytona Beach, Fla.
5.61 Acres
8.30 Acres
4.98 Acres
5.40 Acres
5.36 Acres
5.31 Acres
5.26 Acres
5.21 Acres
5.16 Acres
5.11 Acres
5.06 Acres
4.14 Acres
3.61 Acres
2.07 Acres
4.89 Acres
2.60 Acres
4.75 Acres
2.48 Acres
ATLANTIC
INDIANA
VOLUSIA
ROSEMARY
DOWLING
FLAGLER
HAMMOND
BENTON
ROAD
HALIFAX
MATANZAS
TENNANT
AVE
ST JOHNS
ADDISON
DRIVE
BROADWAY
GOWER
CLEVELAND
FLORIDA
DEMONSTRATION GARDEN
E. C. R. R.

TECO
PEOPLES GAS
AN EMERA COMPANY

12/20/2021

To: Corey D. Brown
Storch Law Firm
420 South Nova Road
Daytona, FL 32114

RE: Vacation of Easement-Ormond Beach, FL 32174
Addison Drive and Plantation Oaks Blvd.

Proposed ROW Vacation of Platted Rights-of-Way National Gardens, Map Book 10, Pages 250-253, Public Records of Volusia County Adjacent to Parcel Numbers: 313601010020; 313601010012; 313601330110; 313601330080; 313601230060, 313601240060, 31361240050 and 313601250010

From: TECO Peoples Gas

To: Whom It May Concern,

Thank you for contacting TECO Peoples Gas Company regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request.

If you have further questions, please do not hesitate to call.

Sincerely,

Joan Domning
Administrative Specialist, Senior
Peoples Gas-Distribution Engineering
8416 Palm River Road
Tampa, FL 33619
Office: 813-275-3783

ATTACHMENT 7

Applicant Provided Information

STORCH LAW FIRM

GLENN D. STORCH, ESQUIRE
glenn@storchlawfirm.com

COREY D. BROWN, ESQUIRE
corey@storchlawfirm.com

A. JOSEPH POSEY, ESQUIRE
joey@storchlawfirm.com

March 2, 2023

Via Hand Delivery
Mr. Steven Spraker, AICP
Planning Director
City of Ormond Beach Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175

Re: Waivers and Benefits for RidgeHaven PRD

Dear Steven:

I am writing to set forth the waivers we are requesting from the City's Land Development Code (LDC) for the RidgeHaven PRD and also to detail benefits of the proposed planned development. Waivers and Benefits are as follows:

Waivers

1. **Waiver from LDC Section 2-35(h)(3) requiring at least thirty (30) square feet per residential unit of indoor recreation floor area within a PRD.**

We are requesting a waiver from LDC Section 2-35(h)(3) to permit less than the required thirty (30) square feet per residential unit, or 8,940 sq. ft., of indoor recreation floor area. As far as indoor facilities, RidgeHaven will have a 750 sq. ft. pool cabana with restrooms in the amenity area; however, there are a number of justifications for the requested waiver. To begin with, RidgeHaven will have a large, 33,000 sq. ft. outdoor amenity area for residential recreation. Those outdoor amenities include a pool with spacious pool deck, a dog park, a playground and activity fields. The 33,000 sq. ft. of outdoor active recreation exceeds the required 60 sq. ft. per unit, or 17,880 sq. ft., resulting in a surplus of 15,120 sq. ft. of active outdoor recreation. Additionally, there will be two walking trails in the subdivision, one being in a wooded area at the southeast corner of the property (50,921 sq. ft.) and another one along a lake and natural buffer at the northeast corner (8,500 sq. ft.). The large amount of high-quality, outdoor recreation and amenity features proposed for RidgeHaven will more than offset the smaller amount of indoor recreation area and acts as a good justification for the requested waiver.

2. **Waiver from City of Ormond Beach Standard Detail 5, Wet Detention, which requires pond depths to be between 8 and 12 feet deep.**

We are requesting a waiver from City of Ormond Beach Standard Detail 5, Wet Detention, to permit a detention pond depth of +/- 15 feet in lieu of the required 8 to 12 feet deep. The

excess depth is due to the need for additional fill to construct RidgeHaven. Pond depths exceeding 12 feet are common for projects across Volusia County, especially when fill from those ponds is used for the development, and a SJRWMD ERP will be obtained that includes approval of the proposed pond depth. A major benefit of the waiver for increased pond depth is a reduction in truck traffic to the property that is required when importing fill dirt from another location. Another justification is that RidgeHaven will recycle stormwater from these wet detention ponds for irrigation of lawns and landscaping, which reduces stormwater runoff and nutrient pollution. Stormwater not only gets another chance to percolate into the groundwater supply but also can be absorbed by lawns and plants, along with the nutrients in the recycled water, which plants can use to grow.

3. Waiver from LDC Section 2-35(d)(3) requiring a minimum 40-foot perimeter building setback.

We are requesting a waiver from LDC Section 2-35(d)(3) in order to permit a minimum perimeter building setback of: 15 feet next to Lot 285; 20 feet next to Lots 157-163, 213 and 214; and 30 feet next to Lot 227. There are several justifications for this waiver. First, both the outparcel properties and the proposed Lots are residential in nature, so there is less need to separate these uses than if the outparcels were a conflicting use like industrial or commercial. Another justification, as mentioned in Section 2-35(d)(3), is that "wooded or conservation areas" lie between some of the proposed RidgeHaven lots and the adjacent properties, including a 15-foot tree preservation buffer next to Lots 213, 214 and 277. Setback areas not on lots or in designated tree preservation buffers will be left natural if possible. The fact that the outparcel properties are wooded, along with the RidgeHaven property, means there should already be some natural vegetative buffering in these areas. Other perimeter areas also have increased natural vegetative buffers, with one example being the 38-foot tree preservation area behind Lots 189-206, where only a 10-foot buffer is required.

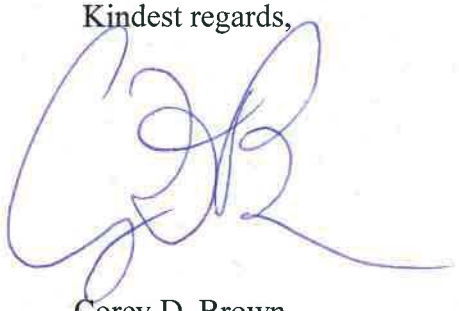
Benefits

The RidgeHaven PRD will have numerous benefits to the community that justify the requested waivers. To begin with, there will be a huge decrease in permitted residential density, from at least 866 units on the property to 284 units for the proposed PRD. There will also be a variety of sizes, types and price points for homes in RidgeHaven, from 30-foot duplex lots to 75-foot estate lots. At least 25.52 acres, or 24.67% of the PRD Property, will remain as natural vegetation (including wetlands and upland buffers), 298 new street trees, along with 1,254 trees on lots, will be planted throughout RidgeHaven, and all historic trees will be retained. Potable water and sanitary sewer service will be brought into the PRD, and stormwater runoff will be recycled for lawn irrigation. This eliminates the need for wells and septic tanks and reduces nutrient pollution. RidgeHaven will have Common Open Space and outdoor active recreation areas that exceed requirements for PRDs in the LDC and include a pool with deck and cabana, a dog park, a playground, open activity fields and multiple walking trails. There will also be a 35-foot natural wooded buffer between RidgeHaven and the Village of Pine Run, and a 38-foot natural wooded buffer behind Lots 189-206, reducing impacts to neighbors. Finally, RidgeHaven will

have an upscale aesthetic and "Neo-Eclectic" coordinated architectural theme, with up-scale entry signage and FPL Standard LED, ornamental streetlights and ornamental sign poles to help tie everything together

Please let me know if you have any questions about the proposed waivers for the RidgeHaven PRD.

Kindest regards,



Corey D. Brown

CDB

STORCH
LAW FIRM

GLENN D. STORCH, ESQUIRE
glenn@storchlawfirm.com

COREY D. BROWN, ESQUIRE
corey@storchlawfirm.com

A. JOSEPH POSEY, ESQUIRE
joey@storchlawfirm.com

March 27, 2023

Via Hand Delivery
Mr. Steven Spraker, AICP
Planning Director
City of Ormond Beach Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175

Re: RidgeHaven PRD Requirements / Responses to Selected Comments / Low Impact Development

Dear Steven:

I am writing to respond to several of your comments on the RidgeHaven PRD application. This includes responses about how the PRD meets the review requirements for PRDs in Sections 2-35(j)(4), 1-15(e) and 2-35(h) of the Land Development Code, as well as details on Low Impact Development techniques used in the PRD.

Comment 74: Please provide a letter detailing how the criteria of the Planned Residential Development have been met, including Section 2-35(j)(4) of the Land Development Code that states:

In considering an application for a PRD, the planning board may recommend approval, approval with conditions, or disapproval and the city commission may base its conditions of approval or denial of the issuance of a development order on the extent to which the development offers site amenities above that normally found for permitted uses in the district with regard to the following:

a. Innovative site design.

RidgeHaven will include several innovative site design features. The developer wants to ensure that the project is proportioned for the size of the property and this part of the City. As such, density has been reduced from a possibility of at least 866 units to a maximum of 284 units. Those units are divided among several different types and sizes of lots and homes, with 84 35-foot duplex lots, 136 50-foot single-family lots, and 66 75-foot single-family estate lots, as opposed to a single lot size throughout as is often typical for new

subdivisions. This provides for a variety of different price points and will result in different types and sizes of families living in RidgeHaven.

RidgeHaven is built around preserving a large wetland and upland buffer area in the central portion of the development. This is good for the environment, the wildlife and the quality of life for residents. When adding natural vegetation and tree preservation areas with preserved wetland and upland buffers, RidgeHaven will leave approximately 25.52 acres, or 24.67%, of the PRD property in its natural state and undisturbed. Another environmentally friendly and innovative design feature is the use of stormwater retention ponds for irrigation. All of the irrigation water for the site will come directly from stormwater runoff collected and held in the stormwater ponds, which allows excess nutrients to be sucked up by lawns and unused water to be filtered back into the aquifer. As such, no groundwater wells for irrigation, or otherwise, are required.

b. Coordinated architectural design.

RidgeHaven will have a common, "Neo-Eclectic" architectural theme so that there are no clashing, inconsistent building designs in the community, including within the amenity area.

c. Open space, recreation, common areas.

RidgeHaven will exceed required tree preservation area by having 25.52 acres of tree preservation area in lieu of the 15.52 acres required by the Land Development Code. RidgeHaven also exceeds the requirement for Common Open Space by having over 50,000 sq. ft. of outdoor recreation area, which includes two walking trails, in lieu of the 8,940 sq. ft. that is required. There will also be a natural, 35-foot tree preservation / landscape buffer between the Village of Pine Run properties and the new lots in RidgeHaven.

RidgeHaven will have a common area for active recreation of over 33,000 square feet. This amount exceeds the required 60 sq. ft. per unit, or 17,040 square feet. Enhanced amenities for recreation include a swimming pool and cabana, dog park, playground and activity fields. This is supplemented by a trail through a beautiful tree preservation area at the southwest corner of the property, and another walking path along a large pond at the northeast corner of the property. The paths and trails connect to a sidewalk system with sidewalks on both sides of the streets throughout. An off-site, 6-foot sidewalk is proposed for the development to the sidewalk on U.S. 1.

d. Coordinated streetscape elements.

RidgeHaven will have up-scale entry signage and FPL Standard LED, ornamental street lights and ornamental sign poles to help tie everything together with an up-scale aesthetic. Additionally, approximately 298 street trees will be planted throughout the development.

Please provide in the letter an analysis of the development order criteria of Section 1-15(e) of the Land Development Code:

(1) The proposed development conforms to the standards and requirements of this Land Development Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

RidgeHaven meets or exceeds requirements for a Planned Residential Development in Ormond Beach. There is a large decrease in density with the Comprehensive Plan Future Land Use amendments and proposed rezoning for 284 units. The previous Comp. Plan densities in the County added up to at least 866 units, or 8.37 units per acre. New Comp. Plan designations are contingent upon no more than 284 units, or 2.74 units per acre, within the PRD. That is a decrease of at least 582 units from the previous FLU to the proposed FLU and PUD. The project will recycle stormwater so it can be used for irrigation, eliminating the need for any irrigation wells. No potable water wells or septic tanks will be used, either, due to use of City potable water and sanitary sewer service. Accordingly, there will be no impact on public health due to draw down or pollution of groundwater. First-class recreational amenities, including a swimming pool, dog park, playground, activity fields and multiple walking trails through natural areas, which, when combined with ample wetland and tree preservation areas, will benefit the residents' quality of life. There will also be a 35-foot landscape buffer of existing, natural vegetation between new lots in RidgeHaven and the Village of Pine Run, as well as no road connection to Addison Drive, which will eliminate impacts to the neighborhoods south and east of RidgeHaven.

(2) The proposed development is consistent with the comprehensive plan.

RidgeHaven will be consistent with the City's Comprehensive Plan, which was revised specifically with the RidgeHaven PRD in mind, with a corresponding large reduction in residential density.

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including, but not limited to, waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

RidgeHaven will utilize City of Ormond Beach potable water and sanitary sewer service so that no potable water wells or septic tanks are required. The project will also recycle stormwater so it can be used for irrigation, eliminating the need for any irrigation wells. Accordingly, there will be no impact to the environment and adjacent residential potable wells to the east of the development (Village of Pine Run) caused by a draw down or pollution of groundwater. RidgeHaven also preserves a large wetland area with upland

buffer in the middle of the subject property. Combining all of the natural areas, including wetlands /upland buffers, RidgeHaven will leave approximately 25.52 acres, or 24.67%, of the PRD property in its natural state and undisturbed. Furthermore, none of the project existing historic trees will be removed from the property.

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare or visual impacts on the neighborhood and adjoining properties.

RidgeHaven will not decrease surrounding property values or create any nuisances for the neighboring property owners. The up-scale, new housing in RidgeHaven, with estimated price points of $300,000 to $600,000, and including 75-foot estate lots adjacent to the Village of Pine Run, should increase area property values. In addition, RidgeHaven will have attractive entry features and fountains in three lakes, including some that are visible from adjoining properties. A natural wooded buffer of at least 35 ft. will remain on the east side of the subdivision adjacent to the Village of Pine Run. Coupled with the existing canal in a 40-foot canal easement on the Village of Pine Run property adjacent to the RidgeHaven property, neighboring residents will be at least 100 to 150 feet away from new homes in RidgeHaven, which should be difficult to see due to the remaining trees and natural vegetation. The property to the north of the project is common area / wetlands that will not be built on, and roads abut the project on its south and west sides. RidgeHaven will not have a vehicular entry/exit point onto Addison Drive, which will keep additional traffic out of the neighborhoods to the south and east.

(5) There are adequate public facilities to serve the development, including, but not limited to, roads, sidewalks, bikepaths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

RidgeHaven will have two street access points onto Plantation Oaks Blvd., which is a major road linking to US 1 and nearby I-95. There will be no road connection to Addison Drive, which will eliminate potential traffic in the neighborhoods to the south and east. A traffic study is currently underway. Plantation Oaks Blvd. has a 6-foot sidewalk and an internal 6-foot paved bike lane that will connect into the sidewalk system in RidgeHaven. In addition, a new 6-foot sidewalk along the east side of Plantation Oaks Blvd. will be constructed from Foresthaven Rd. to U.S. 1 so that RidgeHaven will connect to the sidewalks and crosswalk at U.S. 1. Improvements will include a new ADA crosswalk at the intersection of Plantation Oaks and Atlantic Rd. The subdivision will include 5-foot sidewalks on each side of the internal roads that connect to two walking trails, one in a wooded area and the other around a large lake. Sidewalks and trails also connect to the 33,000 sq. ft. amenity area, which includes a swimming pool and cabana/restrooms, dog

park and playground and activity fields. The City of Ormond Beach Hull Road Sports Complex is just a few miles away.

The City has sufficient water and sewer capacity, as well as fire and police services, for RidgeHaven, and there is sufficient school capacity in local schools for the new families that will make RidgeHaven their home.

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.

A traffic impact analysis is underway. Traffic patterns will be designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe.

(7) The proposed development is functional in the use of space and aesthetically acceptable.

As mentioned previously, RidgeHaven will result in a major decrease in potential residential density, preserves large natural areas and wetlands, will have beautiful, landscaped entry features and lakes with fountains, will feature a variety of home types and lot sizes with an attractive architectural theme, and will preserve many specimen trees and all historic trees on-site.

(8) The proposed development provides for the safety of occupants and visitors.

The City has sufficient police, fire and emergency services to safeguard new residents in RidgeHaven. Additionally, there will be sidewalks on both sides of the roadways, and all sidewalks, crosswalks and roads will be public and constructed to City of Ormond Beach standards.

(9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

RidgeHaven will have up-scale entry features and a common architectural theme called "Neo-Eclectic" that will complement architecture in neighboring areas.

<u>Comment 81</u>: Section 2-35 PRD Requirements – Recreation

Section 2-35(h)(3): Thirty (30) square feet of indoor recreation floor area.

RidgeHaven will have a 750 sq. ft. pool cabana with restrooms at the amenity center. We are requesting a waiver for the additional required indoor recreation area due to the large amount of active recreation and common open space within the community. The amenity area is 33,000 sq. ft. in area, not including parking areas, and includes a pool with spacious pool deck, a dog park, a playground and activity fields. This is not to mention the two walking trails in a wooded area and along a lake.

Section 2-35(h)(4): Sixty (60) square feet of outdoor active recreation space.

RidgeHaven's 33,000 sq. ft. amenity area will have a swimming pool and pool deck, dog park, playground and other open areas for sports, picnicking, and other active recreation. This amount exceeds the required 60 sq. ft. per unit, or 17,040 square feet, as well as the minimum recreational site size of 8,000 sq. ft. per Section 2-35(h)(6).

Section 2-35(h)(7) Sixty (60) square feet of common open space.

In addition to the amenity center, RidgeHaven will have more than the required 17,040 sq. ft. of common open space. The wooded common area with walking trail at the southwest corner of RidgeHaven is 50,921 sq. ft., while the walking trail at the northeast corner along the lake and natural buffer is 8,500 sq. ft., totaling 59,431 sq. ft. of common open space.

<u>Comment 86</u>: Low Impact Development – At the Volusia County Council meeting there was a commitment to seek to use Low Impact Development techniques. Please describe, either on a plan sheet or in a separate letter what aspects of Low Impact Development have been used. Please be sure to include the reduction in density at the land use stage of development.

RidgeHaven has numerous Low Impact Development techniques incorporated into its design. Low Impact Development (LID) can be defined as:

> Stormwater management and the comprehensive approach to land development required to mimic the inherent nature of a site's hydrology and the interface of the subject property with the lands, waters, and natural systems downstream from the property.

To begin with, density has been lowered significantly from what was entitled before the proposed PRD. The County zoning entitled the construction of at least 866 residential units, or 8.37 units per acre, across the PRD property. We are proposing only 284 units, or 2.74 units per acre, within the PRD. That is a decrease of at least 582 units, meaning less impervious surfaces and less runoff.

Another major LID technique is the use of stormwater for irrigation. All of the irrigation of residential lots and common areas will utilize excess stormwater taken from the stormwater ponds. This gives the stormwater a chance to percolate back into the groundwater supply and

allows the lawns and other plants to suck up nutrients and pollutants in the water. Use of stormwater for irrigation means that no irrigation wells will be required in RidgeHaven, which further preserves the supply groundwater. The site also features some grassed treatment swales to permit additional percolation and removal of nutrients. Overall, the stormwater management system will permit retention of more stormwater on-site than is currently retained by the natural landscape.

Because RidgeHaven will connect to the City's potable water and sanitary sewer system, there will be no potable water wells or septic tanks in the PRD property. This will prevent the surficial aquifer from being drawn down by wells and/or polluted by septic tank discharges.

The preservation of a large area of wetlands and upland buffer in the central part of the property is another LID technique. Rainwater falling in these areas is able to naturally percolate into the ground, as opposed to being collected and redirected. The same is true for precipitation on the natural vegetation / tree preservation areas of the property. When combining the natural open space, tree preservation and wetland/upland buffer acreage, approximately 25.52 acres, or 24.67% of the PRD property, will be left as natural vegetation.

Due to all of the onsite preservation areas, and water from the impervious surfaces being recycled for irrigation, stormwater will have a better chance to percolate into the ground. In addition, at least 298 new trees along streets and 1,254 new trees on lots will soak up more water. Leaving all historic trees in place, encouraging Florida-friendly and native landscaping, and planting on pond banks are other techniques that are beneficial to groundwater supply and reduction of stormwater runoff.

Please let me know if you have any questions or concerns about any of the above responses to comments or specific features of the RidgeHaven PRD.

Kindest regards,

Corey D. Brown

CDB

RidgeHaven - samples of what potential homes could look like

Duplex





50' single family lots





75' single family lots





RIDGEHAVEN ARCHITECTURAL SPECIFICATIONS

ALL HOMES WILL HAVE COMMON "ARCHITECTURAL" SERIES ROOF SHINGLE COLOR, STYLE AND MANUFACTURE, ROOF PITCH SHALL BE a 3" ON 12" MINIMUM.

ALL PAINT COLORS WILL BE SUBMITTED TO THE HOA ARCHITECTURAL BOARD FOR REVIEW. EACH EXTERIOR PAINT SCHEME SHALL CONSIST OF AT LEAST THREE DIFFERENT PAINT COLORS FOR THE HOMES' BODY, HARDIBOARD, TRIM, AND FRONT DOOR

COMMON WHITE FASCIA AND ALUMINUM SOFFIT.

SOME OF THE SINGLE FAMILY DETACHED HOMES SHALL HAVE A FRONT PORCH

NO FULL "STUCCO ONLY" FRONT ELEVATION DESIGNS WILL BE ACCEPTED NOR ANY REPETITION OF THE SAME ELEVATION FOR THE SINGLE-FAMILY DETACHED HOMES MORE OFTEN THEN EVERY 3 HOUSES

ALL WINDOWS TO BE WHITE FRAME. FRONT ELEVATON WINDOWS AND DOORS SHALL HAVE CONTRASTING RAISED DIMENSIONAL BANDING AND DIMENSIONAL WINDOWSILLS.

RAISED DIMENSIONAL BANDING AND DIMENSIONAL WINDOWSILLS.

ALL HOMES WILL HAVE A 2-CAR GARAGE DOOR.

MINIMUM LIVING AREA 1,300 SQ FT.

ROOF OVERHANGS WILL BE MINIMUM OF 12 INCHES.

MAXIMUM BUILDING HEIGHT IS 35 FEET.

EACH SINGLE-FAMILY HOME SHALL HAVE A BRICKPAVED DRIVEWAY AND LEADWALK

EACH HOME SHALL BE LANDSCAPED CONSISTENT WITH THE LANDSCAPE DESIGN STANDARD PER THE LDC.

the same are of a type approved by the Association; and (ii) the Owner has obtained the prior written consent of the ARC for the installation thereof.

(x) **Fences/Walls**. No wall or fence may be erected on a Lot without the prior written consent of the ARC, which consent may be determined on a case-by-case basis. No chain link fencing of any kind shall be allowed. Fences are not permitted on duplex Lots. In no event may a fence be placed in the area between the front of a Dwelling and the street at the front of the Lot on which the Dwelling is situated. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. In the event a fence is installed within a drainage easement area, with prior written ARC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs or as otherwise provided herein. All fences shall be black painted aluminum not exceeding six (6) feet in height. Owners shall be responsible for maintaining all fences in a good state of repair pursuant to Section 9.06, below.

(y) **Lighting.** No exterior lighting fixtures for flood lights and/or spot lights shall be installed on any Dwelling or Lot without adequate and proper shielding of fixtures and without prior written approval of the ARC.

(z) **Swimming Pools.** Any swimming pool, screening, or fencing related thereto to be constructed on any Lot shall be subject to the approval and requirements of the ARC. Above-ground swimming pools shall not be permitted.

9.05 **Other Restrictions Established by the Association.** The Association shall have the right and authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the Association. However, once the Association promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Association modifies, changes, or promulgates new restrictions set forth by the Association.

9.06 **Property Maintenance.** Each Owner shall maintain such Owner's Lot, including the vegetation, landscaping, and all improvements thereon in good repair and in a neat and attractive condition.

(a) The minimum, but not exclusive, standard for maintenance of improvements shall be consistent with the approved plans and specifications for those improvements and with the general appearance of the other Lots in the Property as a whole. The maintenance obligation of each Owner as to building improvements shall include, without limitation, maintenance of all exterior surfaces and roofs, facias and soffits, awnings, trellises, fences, decorative facades, screens, windows, and doors. Owners shall clean, repaint or restain, as appropriate, the exterior portions of the building improvements (with the same colors as initially approved or with other colors upon ARC approval), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards.

(b) Each Owner shall also keep, maintain, and irrigate the trees, shrubbery, grass, and other landscape and vegetative material on such Owner's Lot in good repair and in a neat and attractive condition. Care must be exercised in the landscaping and in

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
Phone (386) 677-6891 Fax (386) 677-2114
E-Mail: info@parkermynchenberg.com

September 14, 2022

RIDGEHAVEN HOLDING CAPACITY			
Area Type	Area (ac)	Capacity (units/ac) [1]	Holding Capacity (units)
Uplands	95.47	4	381.88
Wetlands to Remain / Upland Buffers	8.03	0	0
Mitigated Wetlands	1.74	4	6.96
Total	**105.24**	-	**389**

Capacity of 4 units/acre is based on **LDC Sec 2-35 (c)(4)d** "*medium criteria*" due to the seasonal high water being between 6"-24" below the surface and outside of flood prone areas. The site will provide proper drainage design and adequate infrastructure and central water and sewer will be provided.

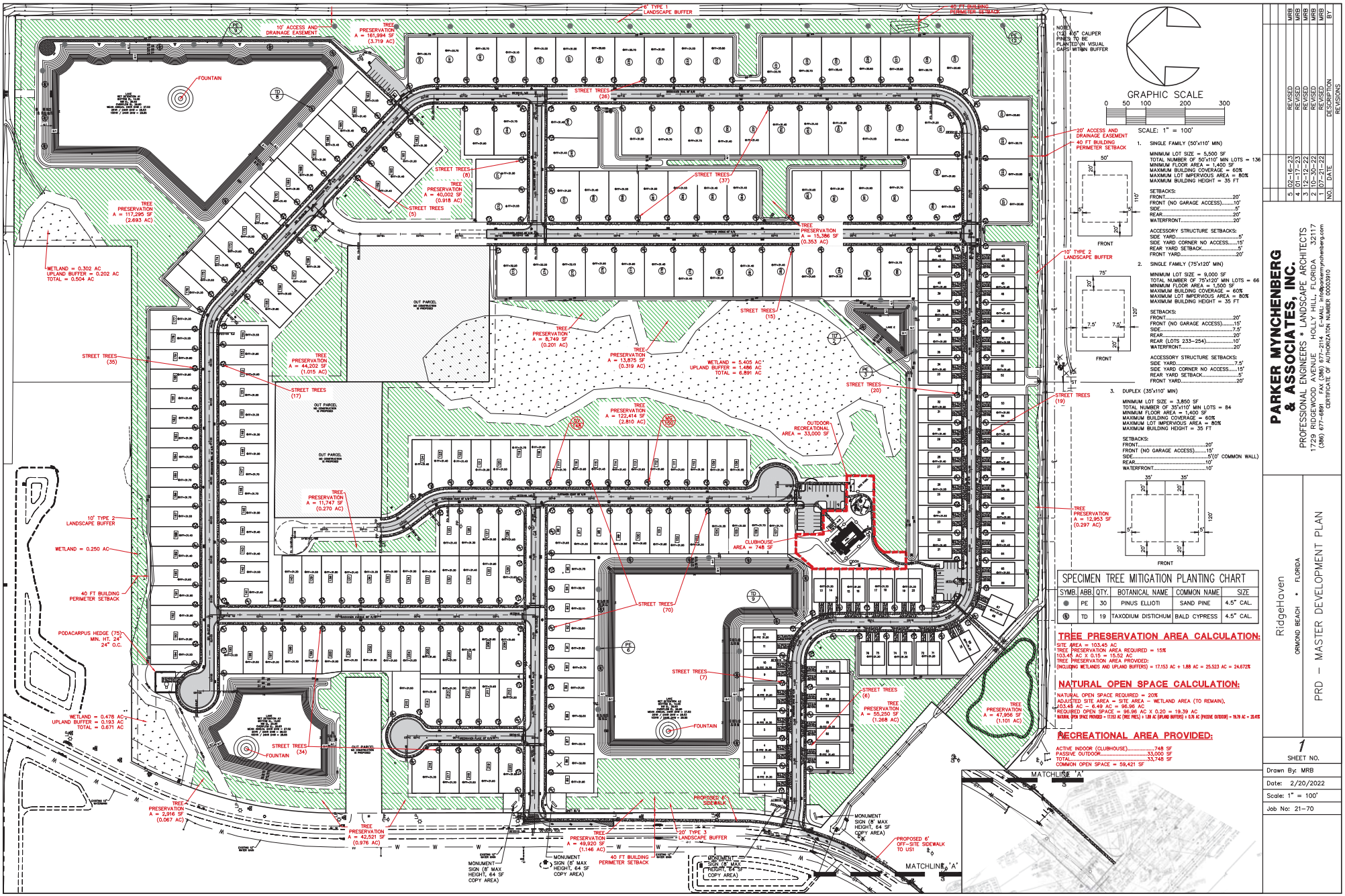


Parker Mynchenberg, P.E., R.L.A.

SEP 2 2 2022

ATTACHMENT 8

Site plans


GRAPHIC SCALE
0 50 100 200 300
SCALE: 1" = 100'
NOTES
(12) 36" CALIPER PINES TO BE PLANTED IN VISUAL GAPS WITHIN BUFFER
1. SINGLE FAMILY (50'x110' MIN)
MINIMUM LOT SIZE = 5,500 SF
TOTAL NUMBER OF 50'x110' MIN LOTS = 136
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT
SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....10'
SIDE.....5'
REAR.....20'
WATERFRONT.....20'
ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'
2. SINGLE FAMILY (75'x120' MIN)
MINIMUM LOT SIZE = 9,000 SF
TOTAL NUMBER OF 75'x120' MIN LOTS = 66
MINIMUM FLOOR AREA = 1,500 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT
SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....7.5'
REAR.....20'
REAR (LOTS 233-254).....10'
WATERFRONT.....20'
ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....7.5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'
3. DUPLEX (35'x110' MIN)
MINIMUM LOT SIZE = 3,850 SF
TOTAL NUMBER OF 35'x110' MIN LOTS = 84
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT
SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....5'(0' COMMON WALL)
REAR.....10'
WATERFRONT.....10'
SPECIMEN TREE MITIGATION PLANTING CHART
SYMB. ABB. QTY. BOTANICAL NAME COMMON NAME SIZE
PE 30 PINUS ELLIOTI SAND PINE 4.5" CAL.
TD 19 TAXODIUM DISTICHUM BALD CYPRESS 4.5" CAL.
TREE PRESERVATION AREA CALCULATION:
SITE AREA = 103.45 AC
TREE PRESERVATION AREA REQUIRED = 15%
103.45 AC X 0.15 = 15.52 AC
TREE PRESERVATION AREA PROVIDED:
(INCLUDING WETLANDS AND UPLAND BUFFERS) = 17.153 AC + 1.88 AC = 25.523 AC = 24.672%
NATURAL OPEN SPACE CALCULATION:
NATURAL OPEN SPACE REQUIRED = 20%
ADJUSTED SITE AREA = SITE AREA - WETLAND AREA (TO REMAIN).
103.45 AC - 6.49 AC = 96.96 AC
REQUIRED OPEN SPACE = 96.96 AC X 0.20 = 19.39 AC
NATURAL OPEN SPACE PROVIDED = 17.153 AC (TREE PRES.) + 1.88 AC (UPLAND BUFFERS) + 0.39 AC (INSIDE OUTSIDE) = 19.79 AC = 20.41%
RECREATIONAL AREA PROVIDED:
ACTIVE INDOOR (CLUBHOUSE).....748 SF
PASSIVE OUTDOOR.....33,000 SF
TOTAL.....33,748 SF
COMMON OPEN SPACE = 59,421 SF
REVISIONS
NO. DATE DESCRIPTION BY
5 02-16-23 REVISED MRB
4 01-26-23 REVISED MRB
3 12-12-22 REVISED MRB
2 10-30-22 REVISED MRB
1 07-21-22 REVISED MRB
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910
RidgeHaven
ORMOND BEACH * FLORIDA
PRD – MASTER DEVELOPMENT PLAN
1
SHEET NO.
Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 100'
Job No: 21-70

RidgeHaven

PRELIMINARY PLAT & CONSTRUCTION PLANS

ORMOND BEACH, FLORIDA

GENERAL NOTES

1.) ALL WATER MAINS TO BE P.V.C. DR-18, C-900.

2.) ALL SANITARY SEWER MAINS SHOWN ARE PVC SDR 26 @ 0.40% FOR 8". 0.30% FOR 10" UNLESS OTHERWISE NOTED. SANITARY SERVICES ARE 4" SDR 26 @ MINIMUM 2.0% RESIDENTIAL CONNECTION. SANITARY FORCE MAIN TO BE PVC, DR-18, C-900.

3.) CABLE T.V., TELEPHONE AND ELECTRIC SERVICES TO BE UNDERGROUND.

4.) CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND TO REPORT ANY DISCREPANCIES TO DESIGN ENGINEER.

5.) WATER AND SEWER IMPROVEMENTS TO MEET CITY OF ORMOND BEACH STANDARDS.

6.) DOWNLIGHTS (STREET LIGHTS) TO BE FP&L STANDARD & CONTEMPORARY LIGHTS TO BE FP&L STANDARD LED, (CONTEMPORARY LIGHT) AND BLACK FIBERGLASS POLES, STREET LIGHTS AND POLES TO BE PROVIDED BY FPL.

7.) ELEVATIONS REFER TO MEAN SEA LEVEL NAVD 1988 DATUM.

8.) MINIMUM FINISH FLOOR GRADE PER CITY OF ORMOND BEACH REQUIREMENTS.

9.) SHOP DRAWINGS FOR POTABLE WATER AND SEWER TO BE SUBMITTED TO AND APPROVED BY CITY OF ORMOND BEACH AND DESIGN ENGINEER PRIOR TO CONSTRUCTION.

10.) POTABLE WATER SERVICE TO BE SUPPLIED BY CITY OF ORMOND BEACH.

11.) SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.

12.) ALL DISTURBED AREAS TO BE SEEDED AND MULCHED.

13.) WHERE SANITARY FORCE MAINS CROSS POTABLE WATER LINES, THE FORCE MAIN IS TO BE CONSTRUCTED OF PVC SDR-18 FOR 20 FEET CENTERED ON THE POTABLE WATER MAIN.

14.) OFFSITE UTILITIES WILL BE CONSTRUCTED UNDER THE APPROPRIATE PHASE AND MUST BE COMPLETE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY. PROJECT TO BE BUILT IN ONE PHASE.

15.) PRIOR TO CERTIFICATE OF OCCUPANCY ALL OFFSITE EASEMENTS (IF REQUIRED) NEED TO BE RECORDED AND REFERENCED BY PLAT OR O.R. BOOK AND PAGE AND RECORDED UNDER SEPARATE INSTRUMENT.

16.) ONSITE SEWER AND POTABLE WATER INFRASTRUCTURE TO BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH. OFFSITE SYSTEM WILL BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH (UNLESS OTHERWISE NOTED).

17.) ALL STOP SIGNS, SPEED LIMIT AND STREET SIGNS REQUIRED TO BE PROVIDED BY DEVELOPER TO CITY OF ORMOND BEACH SPECIFICATIONS. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM 0.080 GAUGE 5052-H38 ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 3"x 12' ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR ALL SIGNS SMALLER THAN 36" x 48". ALL WARNING SIGNS SHALL BE 30" X 30". ALL STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 5" HIGH UPPER & LOWER CASE WHITE LETTERS ON A GREEN BACKGROUND WITH A MIN. 30" LENGTH. PROVIDE 24" WIDE WHITE THERMOPLASTIC STOP BARS ADJACENT TO ALL LOCAL STREET 30" STOP SIGNS. WHERE 12" WIDE WHITE CROSSWALK STRIPING IS PROVIDED, THE STOP BAR AND 30" STOP SIGN MUST BE 4' IN ADVANCE OF THE CROSSWALK IN ACCORDANCE WITH FDOT STANDARD INDEX #17346. IN ALL LOCATIONS, THE 30" STOP SIGN AND 24" WIDE WHITE STOP BARS SHOULD BE LOCATED 10' IN ADVANCE OF THE EDGE OF THE TRAVELED WAY AT THE STREET INTERSECTION. SEE DETAIL SHEETS FOR PROPOSED ORNAMENTAL POLES.

18.) ALL MAINTENANCE OF ALL COMMON AREAS, LAKES, AMENITY AREAS, LANDSCAPE AND IRRIGATION TO BE THE SOLE RESPONSIBILITY OF RidgeHaven H.O.A. INC.

19.) OUTDOOR CONSTRUCTION ACTIVITY SHALL ONLY OCCUR FROM 7 AM TO 7 PM MONDAY THROUGH SATURDAY.

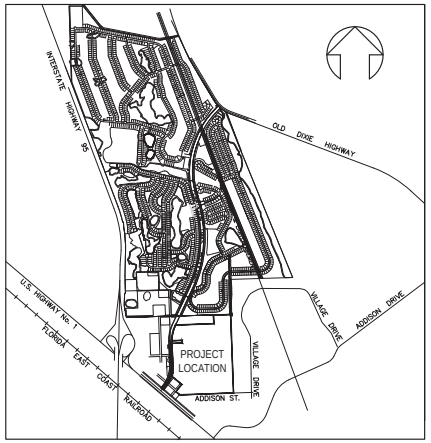
20.) EXCEPT WITHIN THE EXISTING FPL EASEMENT, ALL UTILITIES ARE TO BE INSTALLED UNDERGROUND, INCLUDING THE SERVICE DROPS TO INDIVIDUAL BUILDINGS OUTSIDE OF ALL REQUIRED LANDSCAPE BUFFERS, WETLANDS AND WETLAND BUFFER AREAS.

21.) DRIVING AND/OR STAGING OF CONSTRUCTION VEHICLES IS NOT PERMITTED ON ANY SIDEWALKS IN THE RIGHT-OF-WAY. ANY DAMAGE TO SIDEWALKS WILL BE REPAIRED AND/OR REPLACED IN THE LIKE KIND BY THE CONTRACTOR.



FLOOD MAP

F.I.R.M. #12127C0184K, SEPTEMBER 29, 2017
F.I.R.M. #12127C0203K, SEPTEMBER 29, 2017
FLOOD ZONE X



LOCATION MAP



Map Unit Symbol	Map Unit Name	Percent of AOI
8	Basinger fine sand, frequently ponded, 0 to 1 percent slopes	1.6%
13	Cassia fine sand, 0 to 2 percent slopes	41.0%
17	Daytona sand, 0 to 5 percent slopes	4.7%
32	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	40.8%
51	Pomona-St. Johns complex	11.9%
Totals for Area of Interest		100.0%

SOILS MAP

PROJECT NAME

RidgeHaven

PROJECT DESCRIPTION

SUBDIVISION OF 103.45 ACRES INTO 84 DUPLEX LOTS, AND 202 SINGLE FAMILY LOTS

DEVELOPER

RidgeHaven, LLC
123 MAGNOLIA AVENUE
DAYTONA BEACH, FL 32114
RICK MAUGERI, MANAGER

SUBDIVISION DESIGNER ENGINEER & LANDSCAPE ARCHITECT

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645, L.A.#1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
CERTIFICATE OF AUTHORIZATION #00003910
EMAIL: info@parkermynchenberg.com

SURVEYOR

JEFF BARNES, P.S.M.
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
(386) 761-5385
EMAIL: jbarnes@sligerassociates.com

TRAFFIC CONSULTANT

LASSITER TRANSPORTATION GROUP
R. SANS LASSITER, PRESIDENT
140 WEST GRANADA BOULEVARD, SUITE 2
ORMOND BEACH, FLORIDA 32174
(386) 257-2571 FAX (386) 257-6996
EMAIL: rlassiter@lassitertransportation.com

PROJECT ATTORNEY

GLENN D. STORCH, ESQ.
COREY D. BROWN, ESQ.
STORCH LAW FIRM
420 SOUTH NOVA ROAD
DAYTONA BEACH, FL 32114
(386) 238-8383
glenn@storchlawfirm.com
corey@storchlawfirm.com

ENVIRONMENTAL CONSULTANT

BILL GRIFFY
ECOLOGICAL CONSULTING SOLUTIONS, INC.
410 NORTH STREET, #130
LONGWOOD, FL 32750
(407) 869-9434
BGriffy@ecsfl.cc

RIDGEHAVEN RPUD LOT REQUIREMENTS:

1. SINGLE FAMILY (50'x110' MIN)

MINIMUM LOT SIZE = 5,500 SF
TOTAL NUMBER OF 50'x110' MIN LOTS = 136
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....10'
SIDE.....5'
REAR.....20'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

2. SINGLE FAMILY (75'x120' MIN)

MINIMUM LOT SIZE = 9,000 SF
TOTAL NUMBER OF 75'x120' MIN LOTS = 66
MINIMUM FLOOR AREA = 1,500 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....7.5'
REAR.....20'
REAR (LOTS 233-254).....10'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....7.5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

3. DUPLEX (35'x110' MIN)

MINIMUM LOT SIZE = 3,850 SF
TOTAL NUMBER OF 35'x110' MIN LOTS = 84
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....5'(0' COMMON WALL)
REAR.....10'
WATERFRONT.....10'

POOL PAVILION PARKING:
PAVILION.....748 SF
POOL.....3,750 SF
DOG PARK.....2,400 SF

PARKING PROVIDED:
STANDARD.....21
HANDICAPPED.....2
TOTAL.....23

TREE PRESERVATION AREA CALCULATION:

TREE PRESERVATION AREA REQUIRED = 15%
103.45 AC X 0.15 = 15.52 AC
TREE PRESERVATION AREA PROVIDED:
INCLUDING WETLANDS AND UPLAND BUFFERS = 17.153 AC + 8.370 AC = 25.523 AC = 24.672%

NATURAL OPEN SPACE CALCULATION:

NATURAL OPEN SPACE REQUIRED = 20%
ADJUSTED SITE AREA = SITE AREA - WETLAND AREA (TO REMAIN),
103.45 AC - 6.49 AC = 96.96 AC
REQUIRED OPEN SPACE = 96.96 AC X 0.20 = 19.39 AC
NATURAL OPEN SPACE PROVIDED = 19.76 AC = 20.38%

LEGAL DESCRIPTION

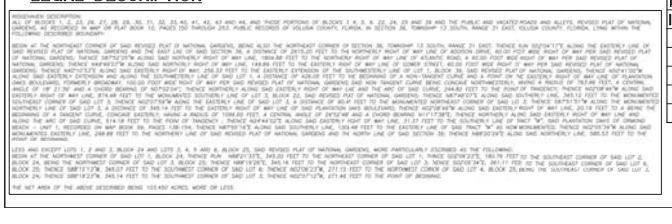


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S2-3	TREE SURVEY
S3-S18	PRELIMINARY / FINAL PLAT
2	OVERALL PLAN / KEY MAP
3-6	DEMOLITION/WETLAND/EROSION CONTROL PLAN
7-10A	HORIZONTAL CONTROL PLAN
11-14A	CIVIL PLAN
15-18	UTILITY PLAN
19-28	PLAN & PROFILE
29-33A	PAVING AND DRAINAGE DETAILS
34-35	WATER DISTRIBUTION SYSTEM DETAILS
36-37	SANITARY COLLECTION SYSTEM DETAILS
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43	AMENITY CENTER - CIVIL PLAN
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LS.8-LS.9	AMENITY & ENTRANCE LANDSCAPE DETAILS
IRR.1-IRR.2	AMENITY & ENTRANCE IRRIGATION PLAN
L-1	SPECIMEN TREE REPLACEMENT/STREET TREE PLANTING PLAN
L-2	LANDSCAPE INFORMATION SHEET
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I-1	LAKE WATER IRRIGATION PUMP AND FOUNTAIN DETAILS
T-1	TREE PRESERVATION AND COMMON AREA EXHIBIT

PARKER MYNCHENBERG & ASSOCIATES, INC.
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(386)677-6891 FAX (386)677-2114 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NO. 00003910

LAND USE TABULATION

TOTAL SITE AREA = 4,506,282 SF = 103.45 ACRES
TOTAL L.F. OF PUBLIC ROADS = 10,988 L.F.

DENSITY INCLUDING WETLANDS = 286 LOTS / 103.45 AC = 2.76 DU/AC
DENSITY MINUS WETLANDS = 103.45 - 8.493 = 94.957 AC
286 LOTS / 94.957 AC = 3.01 DU/AC

DEDICATION RIGHT OF WAY.....13.142 AC
LOT AREA.....41.407 AC
TRACT A (COMMON AREA, TREE PRESERVATION, AND UTILITY).....1.479 AC
TRACT B (COMMON AREA, PARK, TREE PRESERVATION, AND UTILITY).....1.270 AC
TRACT C (COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITY).....21.079 AC
TRACT D (COMMON AREA, SIGNAGE, AND UTILITY).....0.054 AC
TRACT E (COMMON AREA, SIGNAGE, AND UTILITY).....0.054 AC
TRACT F (COMMON AREA, AMENITIES, TREE PRESERVATION, DRAINAGE, AND UTILITY).....6.731 AC
TRACT G (COMMON AREA, SIGNAGE, AND UTILITY).....0.070 AC
TRACT H (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....1.232 AC
TRACT I (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....1.251 AC
TRACT J (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....2.031 AC
TRACT K (LIFT STATION).....0.066 AC
TRACT L (COMMON AREA, RECREATION, ACCESS, TREE PRESERVATION, DRAINAGE, UTILITY).....13.446 AC
TRACT M (COMMON AREA, SIGNAGE, AND UTILITY).....0.060 AC
TRACT N (COMMON AREA, DRAINAGE, AND UTILITY).....0.078 AC
TOTAL AREA.....103.45 AC

TOTAL NUMBER OF LOTS = 286 LOTS / 94.957 AC = 3.01 DU/AC

TOTAL WETLAND AREA = 7.987 AC

WETLAND IMPACTS:
1.....0.065 AC
2.....0.453 AC
3.....0.977 AC
TOTAL.....1.495 AC

TOTAL WETLAND TO REMAIN = 6.49 AC

TOTAL UPLAND BUFFER TO REMAIN = 1.880 AC
TOTAL REMAINING WETLANDS AND UPLAND BUFFERS = 8.37 AC
TOTAL IMPERVIOUS AREA = 1,340,433 SF = 30.772 AC = 29.75%
TOTAL PERVIOUS AREA = 3,165,849 SF = 72.678 AC = 70.25%

NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-27-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
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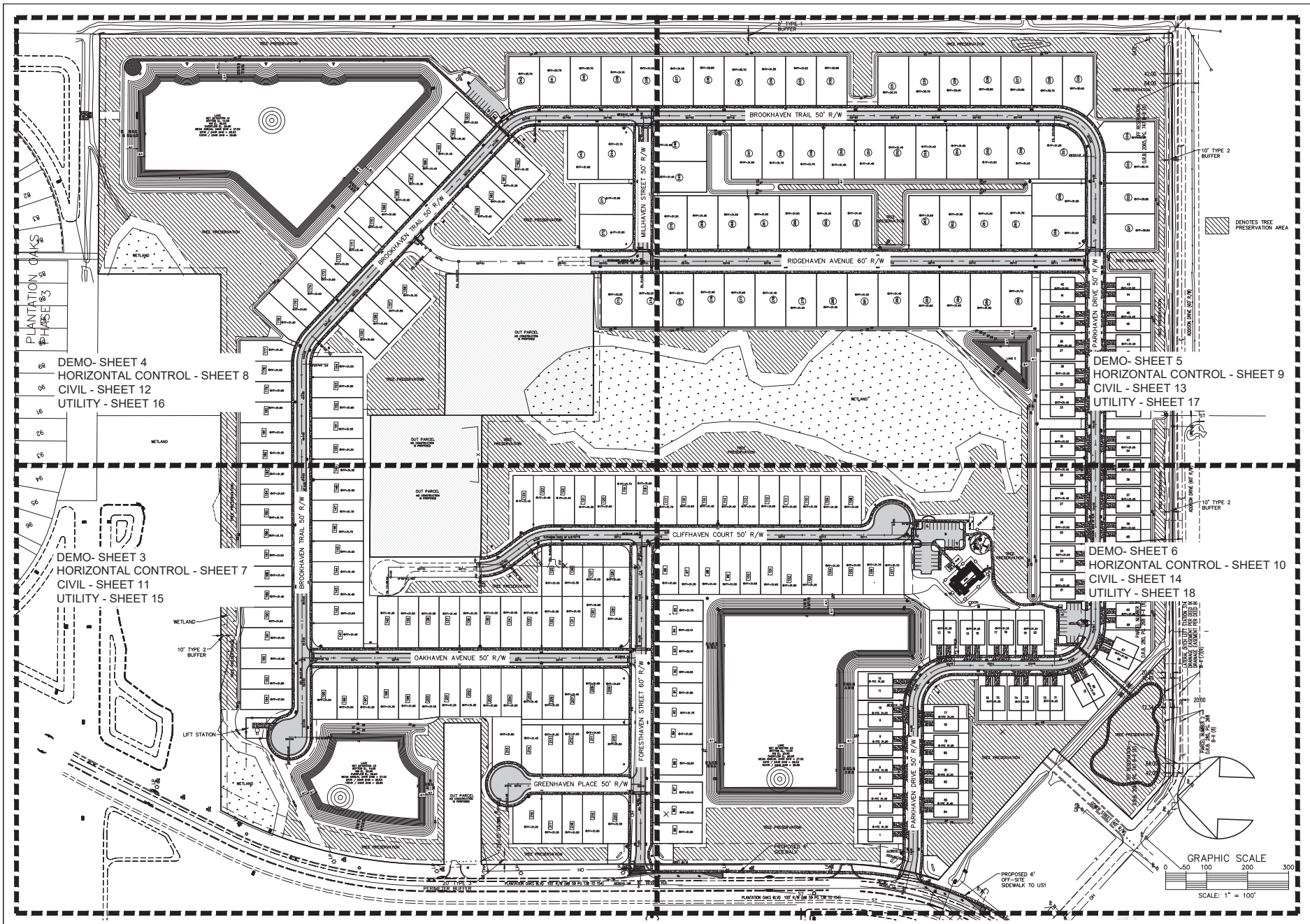
RidgeHaven
ORMOND BEACH * FLORIDA

COVER SHEET

1
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: NONE
Job No: 21-70

Z:\Addison Townhouses - John Collins\dwg\000 Cs\dwg 2-21-2023 9:40:18 AM JOHN To PDF.pc3



NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
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2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

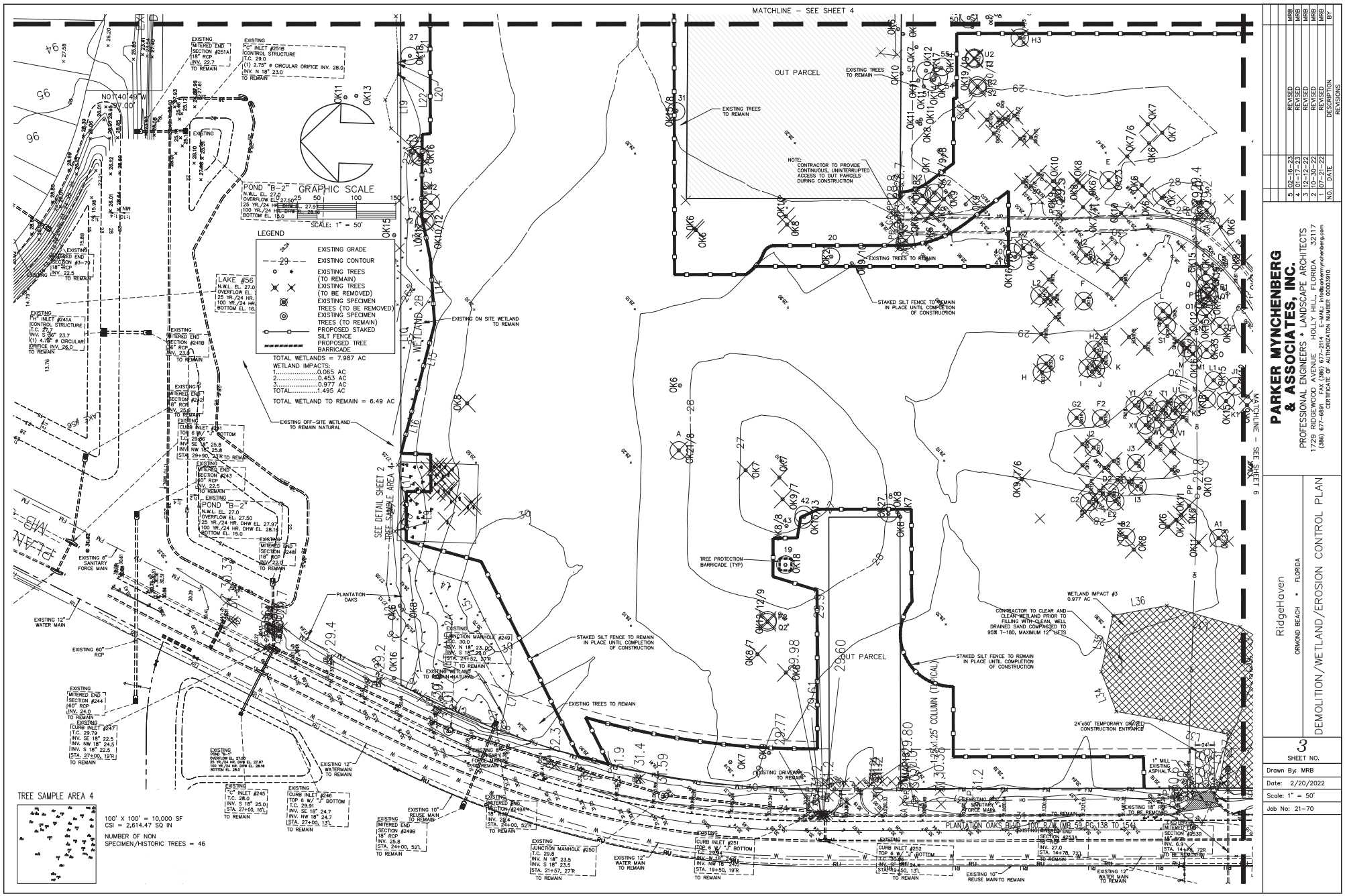
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
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RidgeHaven
ORMOND BEACH * FLORIDA

OVERALL PLAN / KEY MAP

SHEET NO. 2

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 100'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

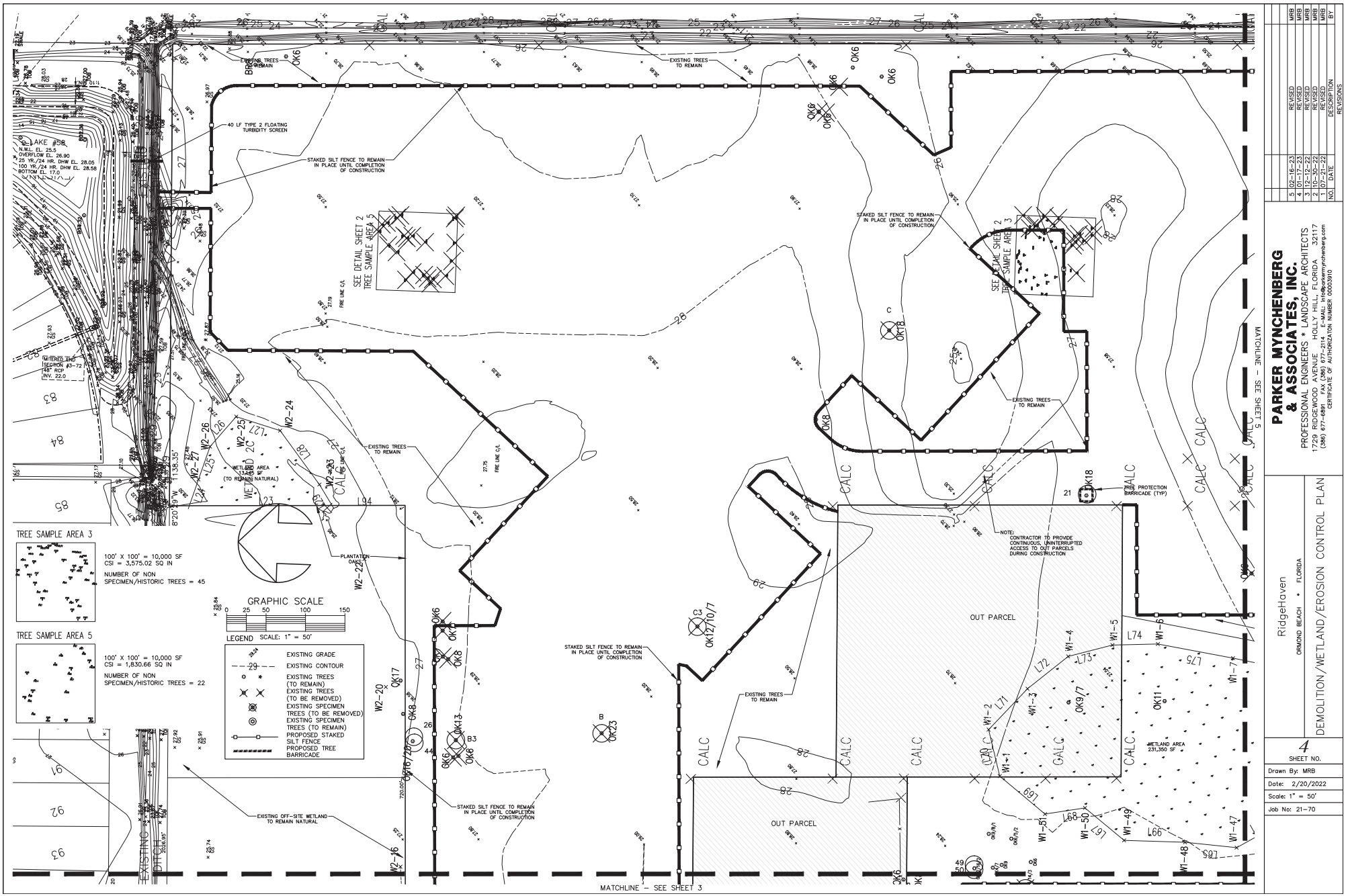
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RidgeHaven
ORMOND BEACH * FLORIDA

DEMOLITION/WETLAND/EROSION CONTROL PLAN

SHEET NO. 3

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

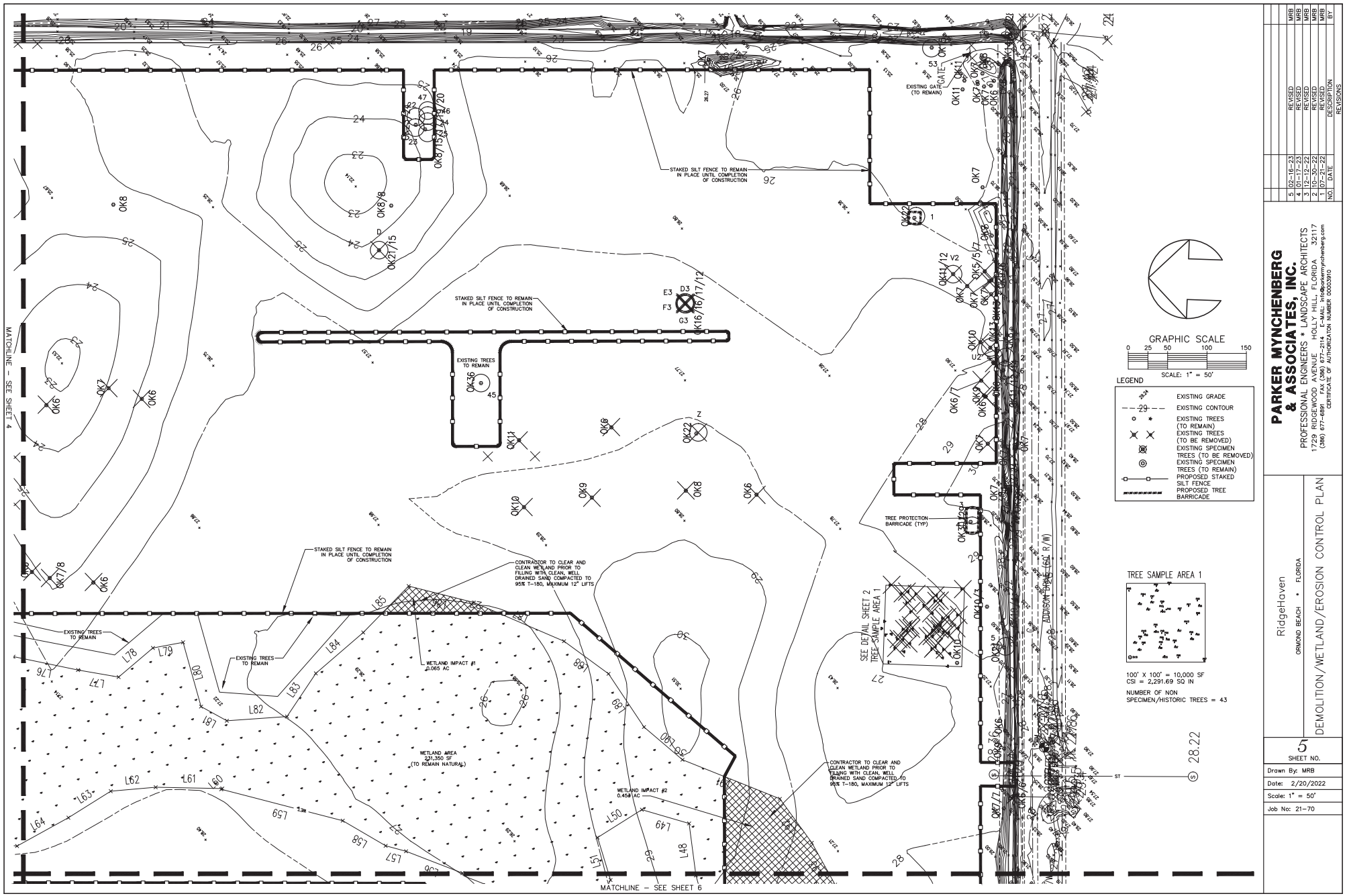
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RidgeHaven
ORMOND BEACH * FLORIDA

DEMOLITION/WETLAND/EROSION CONTROL PLAN

4
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

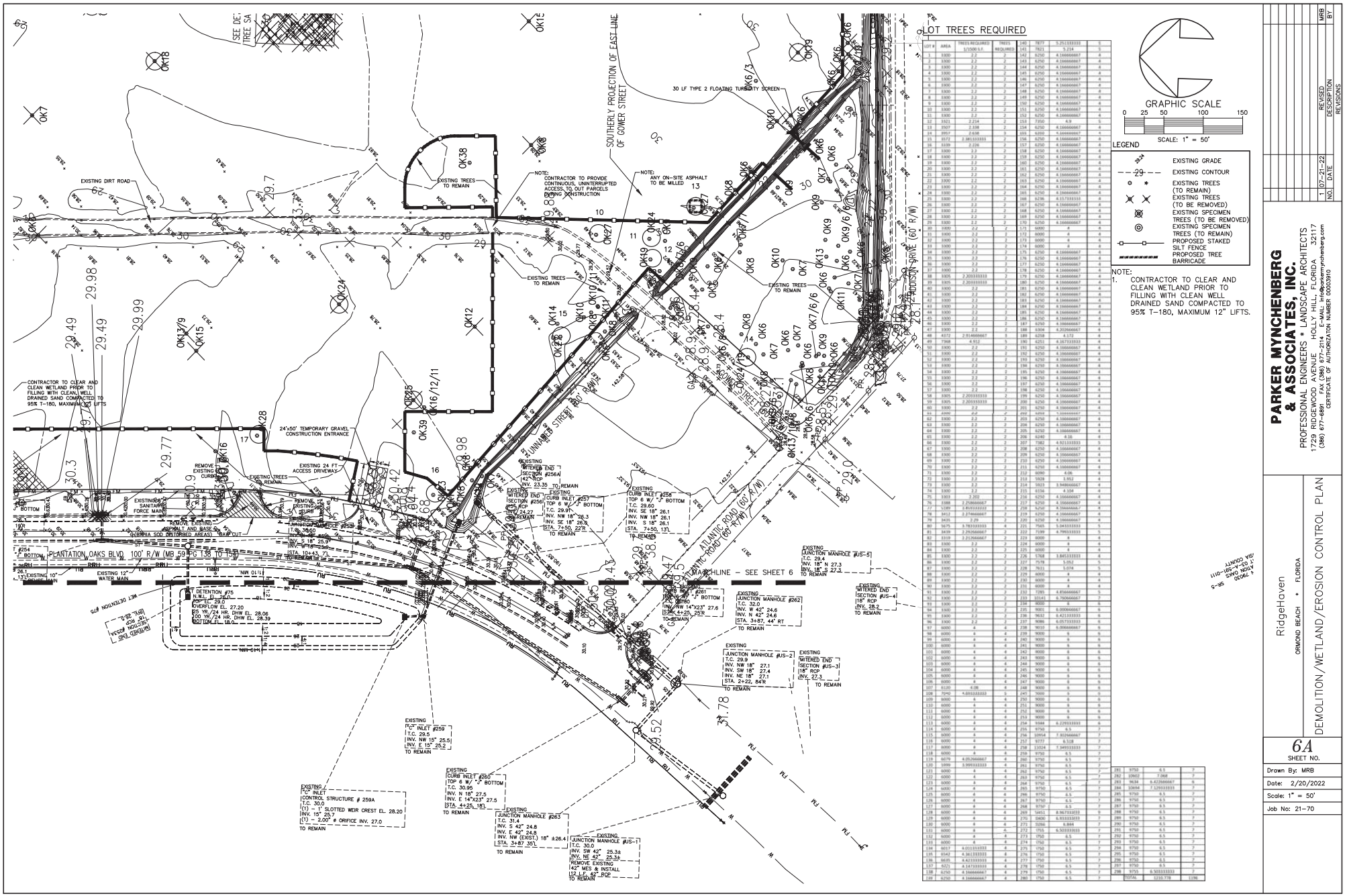
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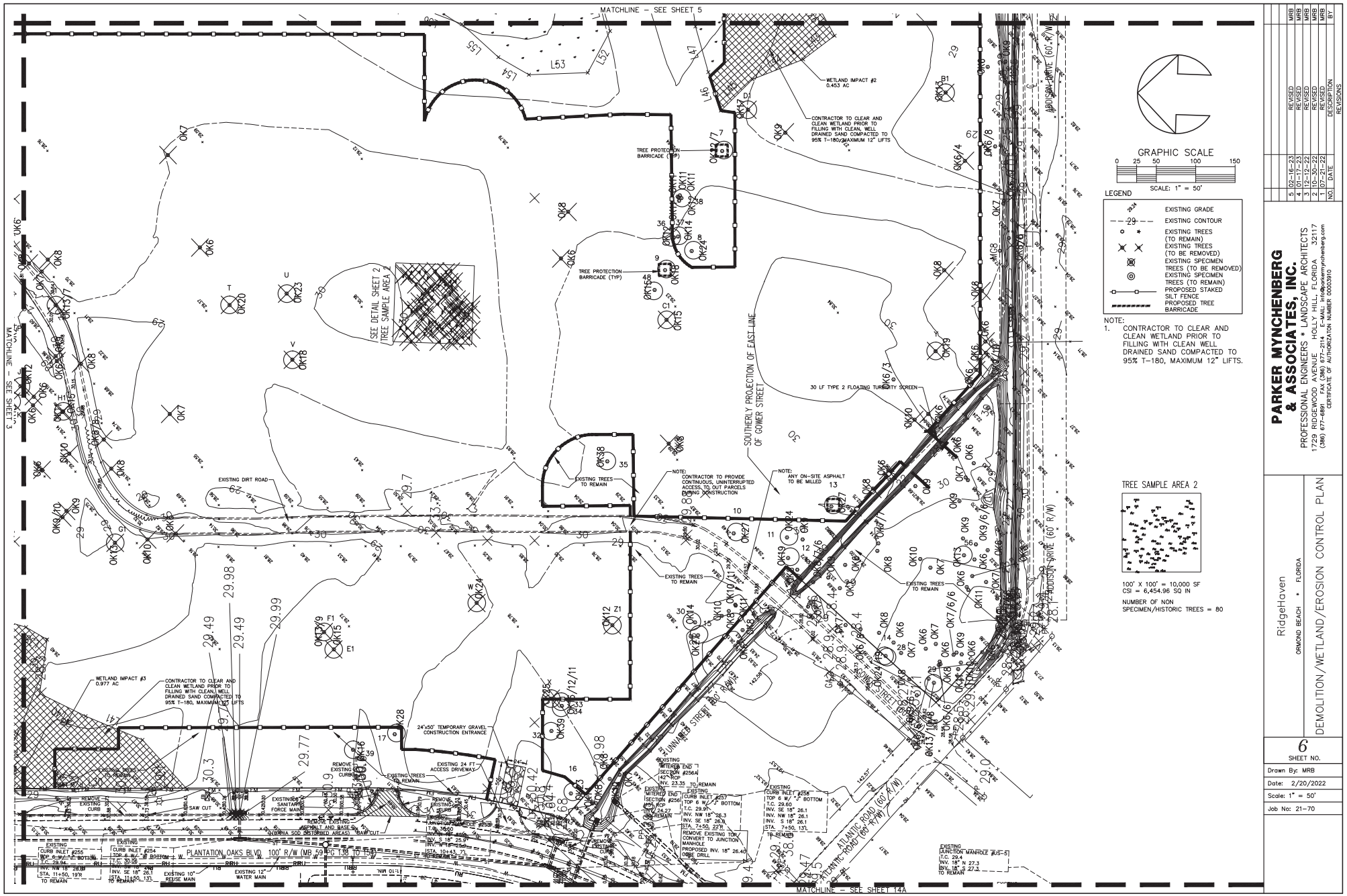
RidgeHaven
ORMOND BEACH * FLORIDA

DEMOLITION/WETLAND/EROSION CONTROL PLAN

SHEET NO. 5

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70


LOT TREES REQUIRED
GRAPHIC SCALE
0 25 50 100 150
SCALE: 1" = 50'
LEGEND
EXISTING GRADE
EXISTING CONTOUR
EXISTING TREES (TO REMAIN)
EXISTING TREES (TO BE REMOVED)
EXISTING SPECIMEN TREES (TO BE REMOVED)
EXISTING SPECIMEN TREES (TO REMAIN)
PROPOSED STAKED SILT FENCE
PROPOSED TREE BARRICADE
NOTE:
1. CONTRACTOR TO CLEAR AND CLEAN WETLAND PRIOR TO FILLING WITH CLEAN WELL DRAINED SAND COMPACTED TO 95% T-180, MAXIMUM 12" LIFTS.
NO. DATE DESCRIPTION BY
1 07-21-22 REVISED MRB
REVISIONS
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RidgeHaven
ORMOND BEACH * FLORIDA
DEMOLITION/WETLAND/EROSION CONTROL PLAN
6A
SHEET NO.
Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

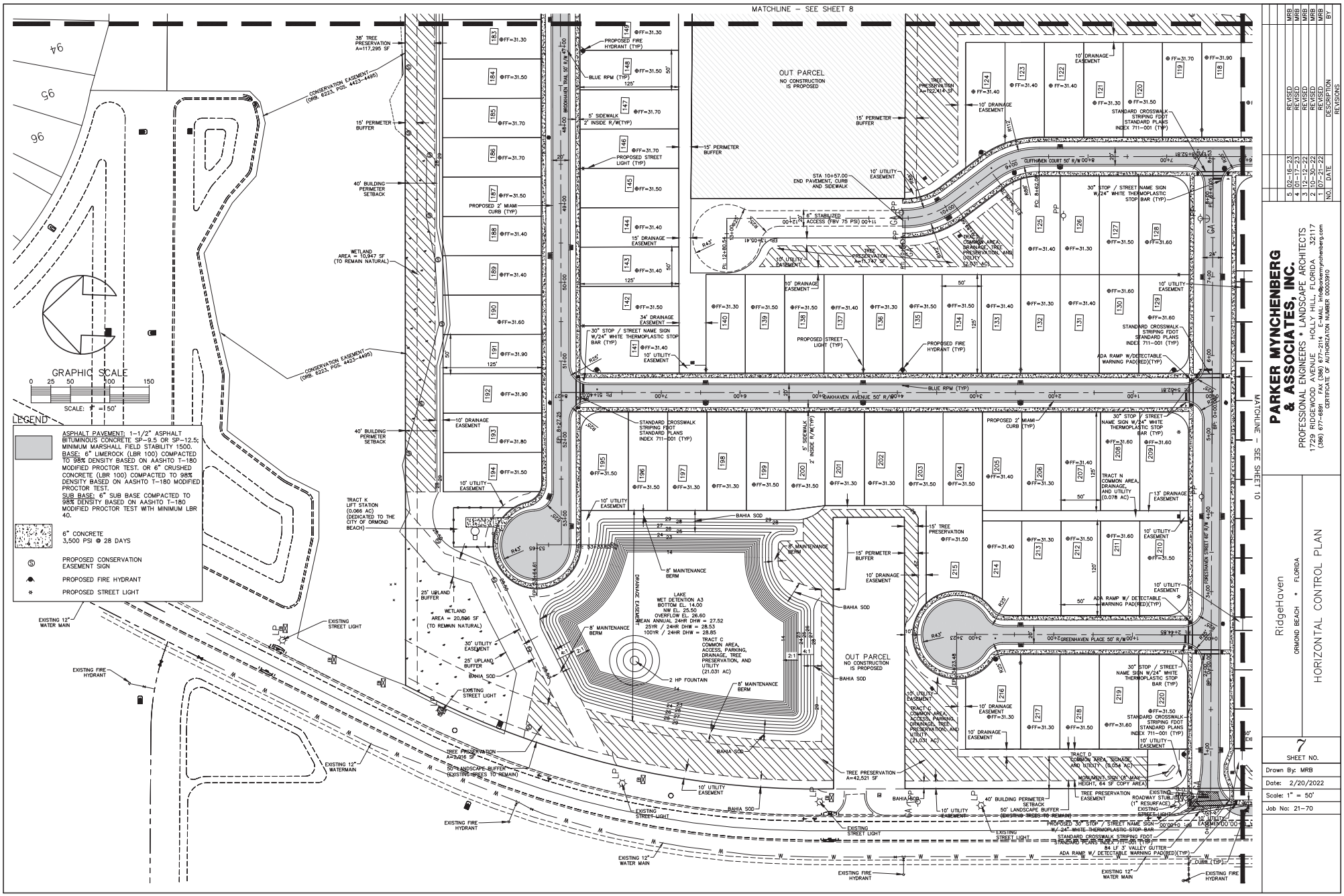
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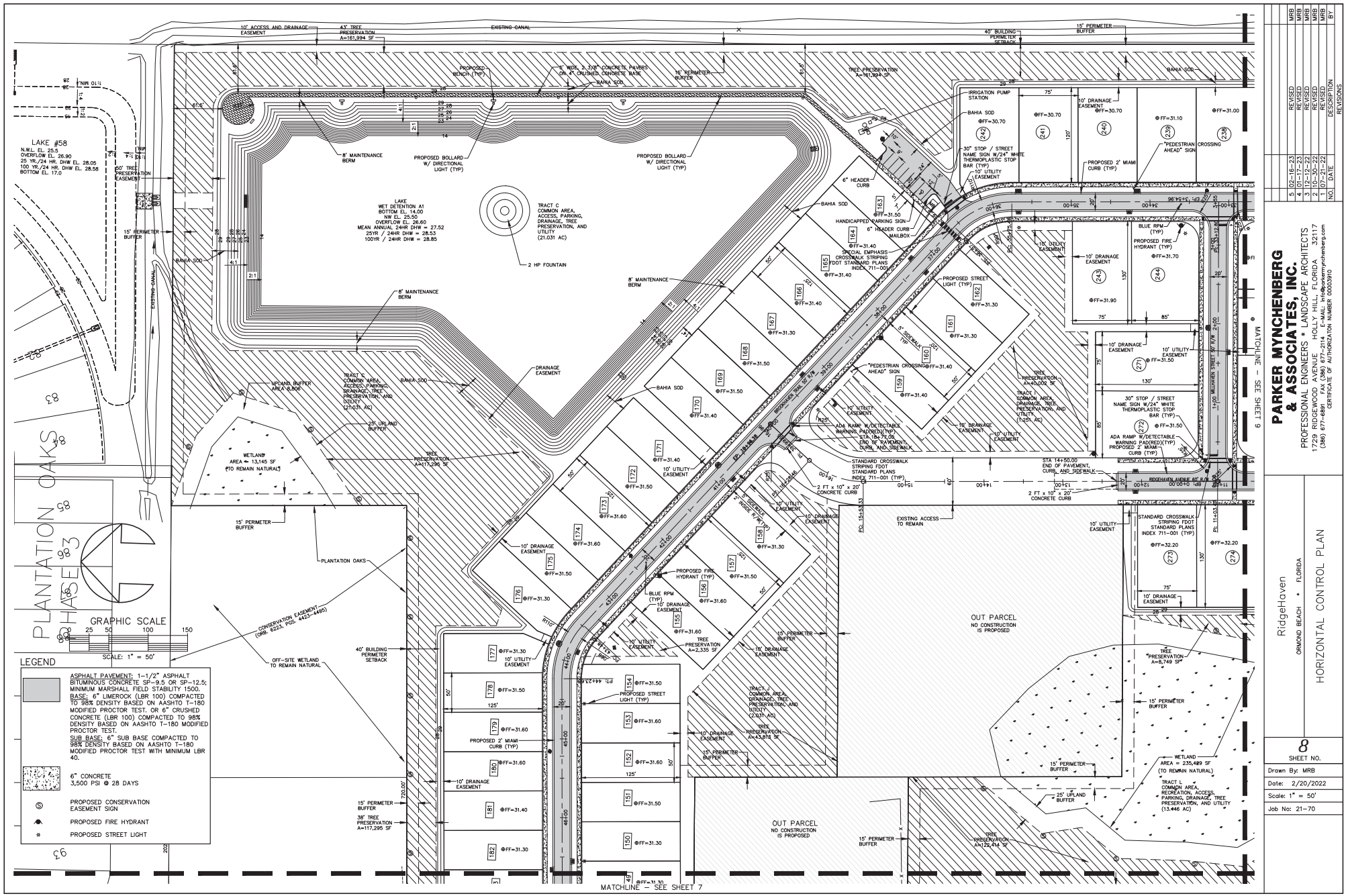
RidgeHaven
ORMOND BEACH * FLORIDA

DEMOLITION/WETLAND/EROSION CONTROL PLAN

6
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70


MATCHLINE – SEE SHEET 8
MATCHLINE – SEE SHEET 01
OUT PARCEL
NO CONSTRUCTION IS PROPOSED
OUT PARCEL
NO CONSTRUCTION IS PROPOSED
LAKE
WET DETENTION A3
BOTTOM EL. 14.00
TOP OF BANK EL. 25.50
OVERFLOW EL. 26.60
MEAN ANNUAL 24HR DHW = 27.52
25YR / 24HR DHW = 28.53
100YR / 24HR DHW = 28.85
TRACT C
COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITY
(21.031 AC)
TRACT K
LIFT STATION
(0.066 AC)
(DEDICATED TO THE CITY OF ORMOND BEACH)
TRACT N
COMMON AREA, DRAINAGE, AND UTILITY
(0.078 AC)
TRACT O
COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITY
(21.031 AC)
TRACT D
COMMON AREA, SIGNAGE, AND UTILITY (0.054 AC)
MONUMENT SIGN (8' MAX HEIGHT, 64 SF COPY AREA)
CLIFFHAVEN COURT 50' R/W
OAKHAVEN AVENUE 50' R/W
GREENHAVEN PLACE 50' R/W
GREENHAVEN STREET 60' R/W
STA 10+57.00
END PAVEMENT, CURB AND SIDEWALK
STA 10+21.00
6" STABILIZED ACCESS (FBV 75 PSI) 00+11
GRAPHIC SCALE
0 25 50 100 150
SCALE: 1" = 150'
LEGEND
ASPHALT PAVEMENT: 1-1/2" ASPHALT BITUMINOUS CONCRETE SP-9.5 OR SP-12.5; MINIMUM MARSHALL FIELD STABILITY 1500.
BASE: 6" LIMEROCK (LBR 100) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. OR 6" CRUSHED CONCRETE (LBR 100) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
SUB BASE: 6" SUB BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.
6" CONCRETE 3,500 PSI @ 28 DAYS
PROPOSED CONSERVATION EASEMENT SIGN
PROPOSED FIRE HYDRANT
PROPOSED STREET LIGHT
CONSERVATION EASEMENT (ORB. 6223, PGS. 4423-4495)
WETLAND AREA = 10,947 SF (TO REMAIN NATURAL)
WETLAND AREA = 20,896 SF (TO REMAIN NATURAL)
38' TREE PRESERVATION A=117,295 SF
TREE PRESERVATION A=122,414 SF
TREE PRESERVATION A=71,742 SF
TREE PRESERVATION A=42,521 SF
TREE PRESERVATION A=2,816 SF
15' PERIMETER BUFFER
40' BUILDING PERIMETER SETBACK
25' UPLAND BUFFER
30' UTILITY EASEMENT
50' LANDSCAPE BUFFER (EXISTING TREES TO REMAIN)
10' DRAINAGE EASEMENT
15' DRAINAGE EASEMENT
34' DRAINAGE EASEMENT
10' UTILITY EASEMENT
PROPOSED 2' MIAMI CURB (TYP)
PROPOSED FIRE HYDRANT (TYP)
PROPOSED STREET LIGHT (TYP)
BLUE RPM (TYP)
5' SIDEWALK 2' INSIDE R/W(TYP)
STANDARD CROSSWALK STRIPING FDOT STANDARD PLANS INDEX 711-001 (TYP)
30" STOP / STREET NAME SIGN W/24" WHITE THERMOPLASTIC STOP BAR (TYP)
ADA RAMP W/ DETECTABLE WARNING PAD(RED)(TYP)
8' MAINTENANCE BERM
BAHIA SOD
2 HP FOUNTAIN
EXISTING STREET LIGHT
EXISTING FIRE HYDRANT
EXISTING 12" WATER MAIN
EXISTING 12" WATERMAIN
EXISTING ROADWAY STUB (1" RESURFACE)
PROPOSED 30" STOP / STREET NAME SIGN W/24" WHITE THERMOPLASTIC STOP BAR
84 LF 3' VALLEY GUTTER
CURB (TYP)
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910
RidgeHaven
ORMOND BEACH * FLORIDA
HORIZONTAL CONTROL PLAN
7
SHEET NO.
Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70
NO. DATE DESCRIPTION BY
1 07-21-22 REVISED MRB
2 10-30-22 REVISED MRB
3 12-12-22 REVISED MRB
4 02-13-23 REVISED MRB
5 02-16-23 REVISED MRB
REVISIONS



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-26-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

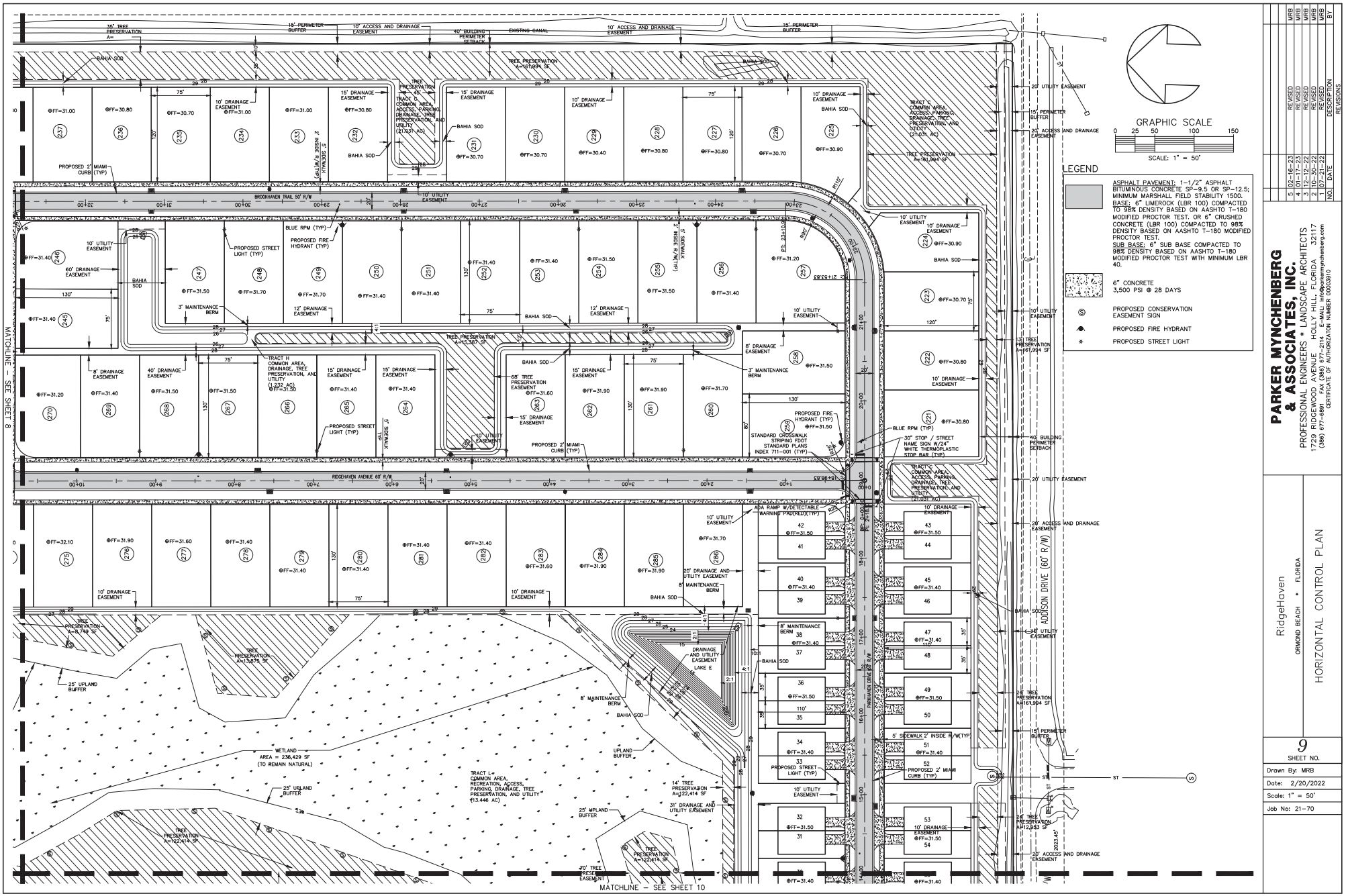
REVISIONS

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RidgeHaven
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HORIZONTAL CONTROL PLAN

SHEET NO. 8
Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-27-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

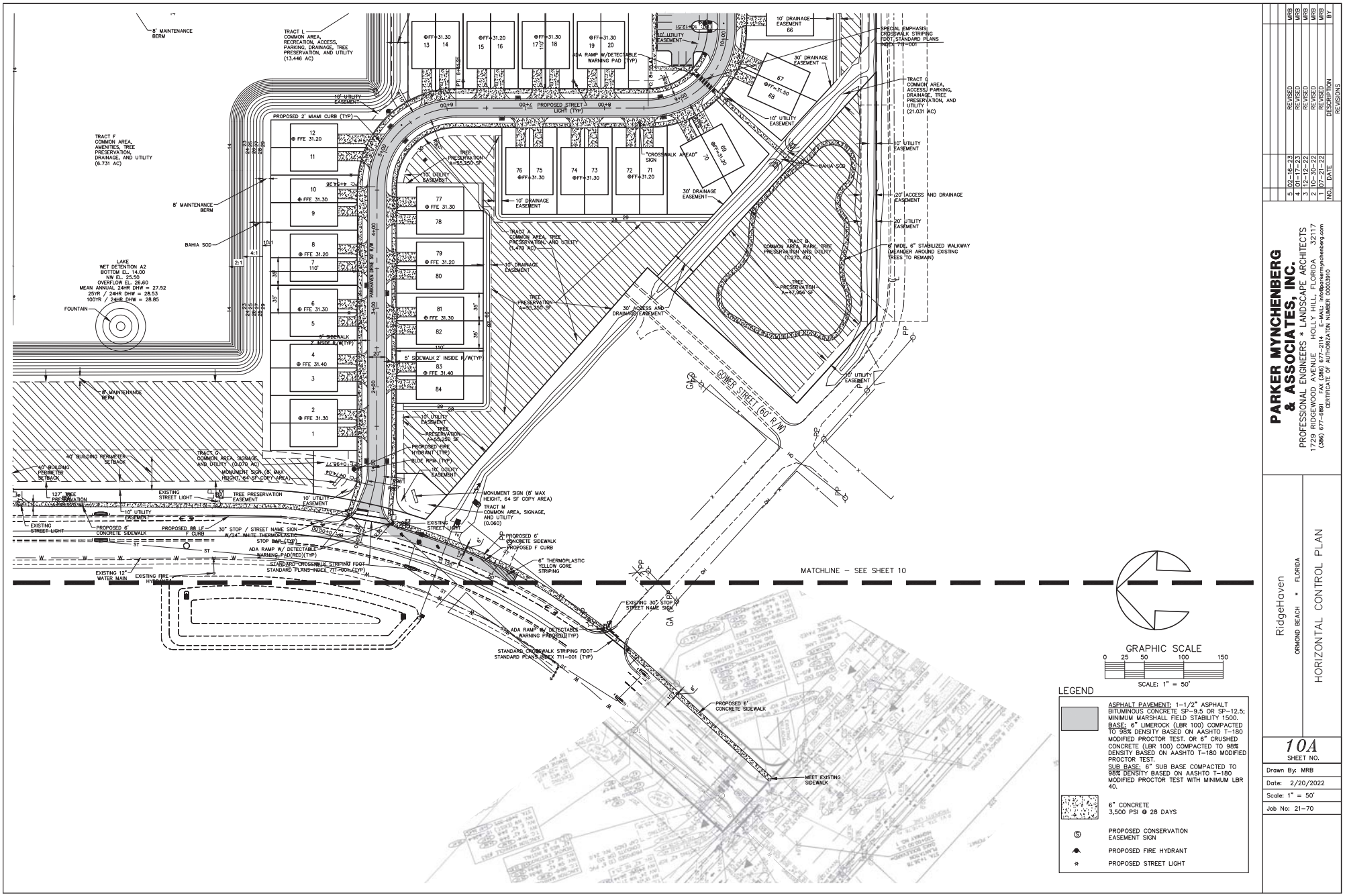
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RidgeHaven
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HORIZONTAL CONTROL PLAN

9
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

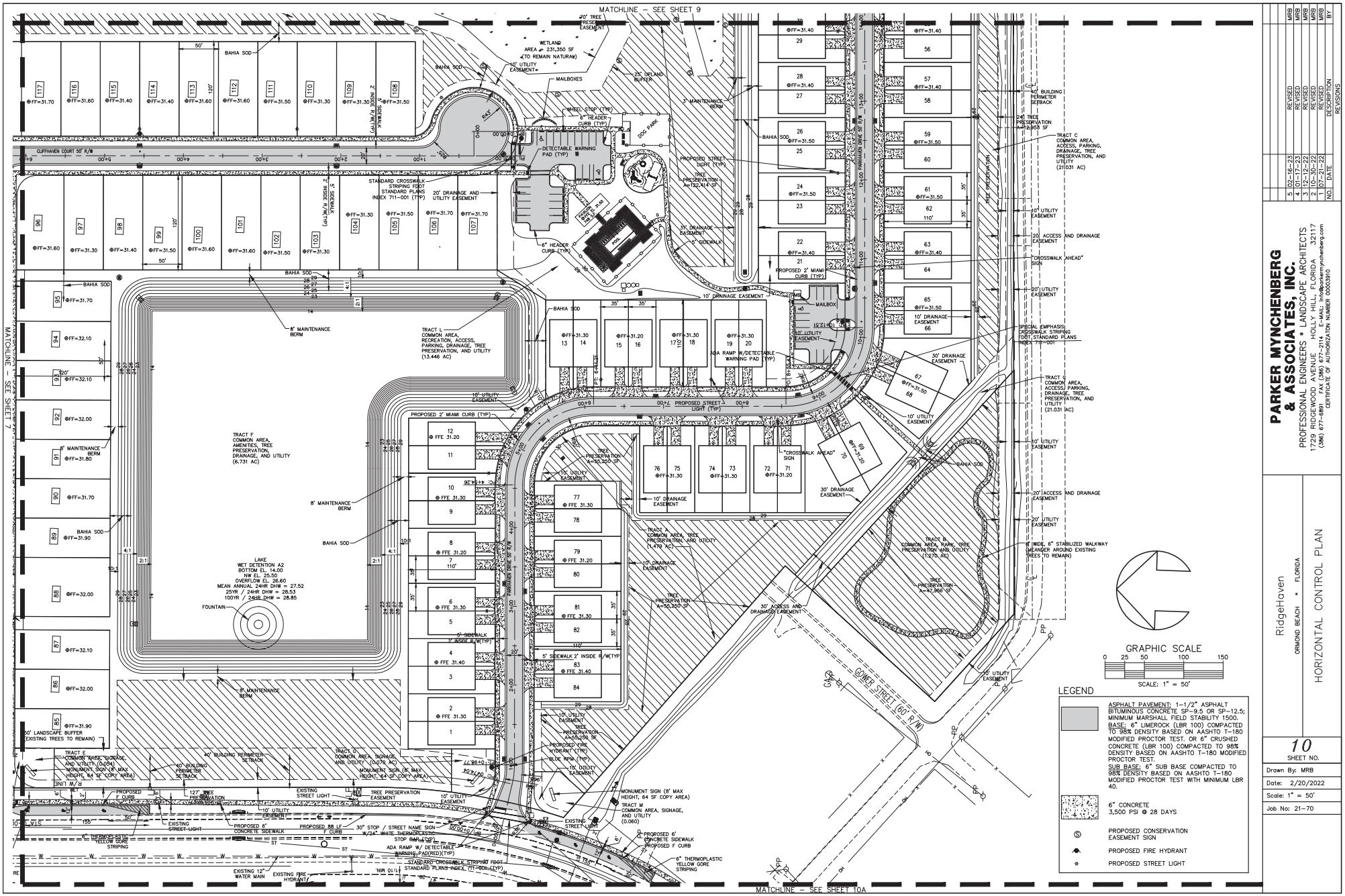
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RidgeHaven
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HORIZONTAL CONTROL PLAN

10A
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

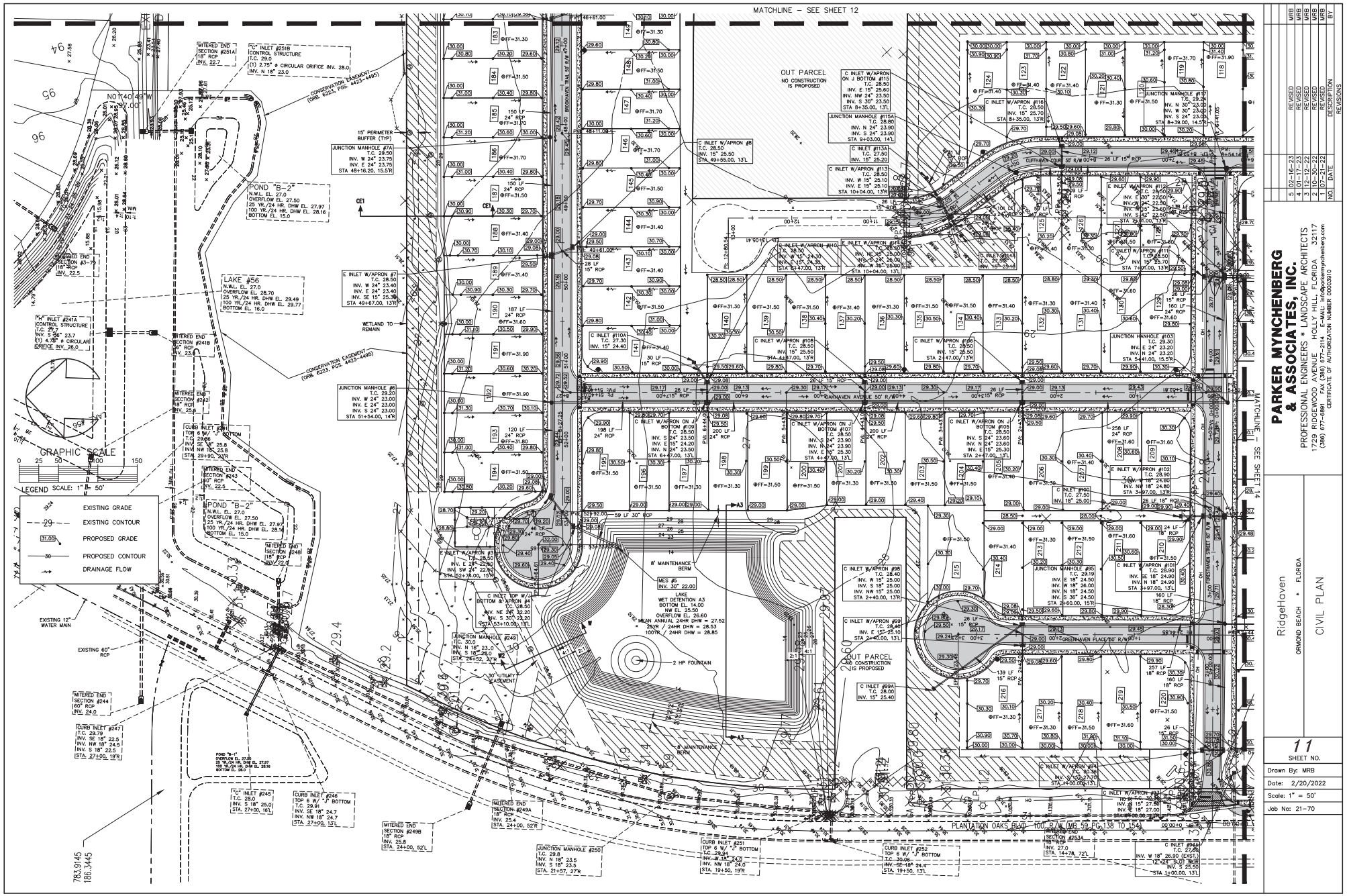
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HORIZONTAL CONTROL PLAN

10
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-25-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

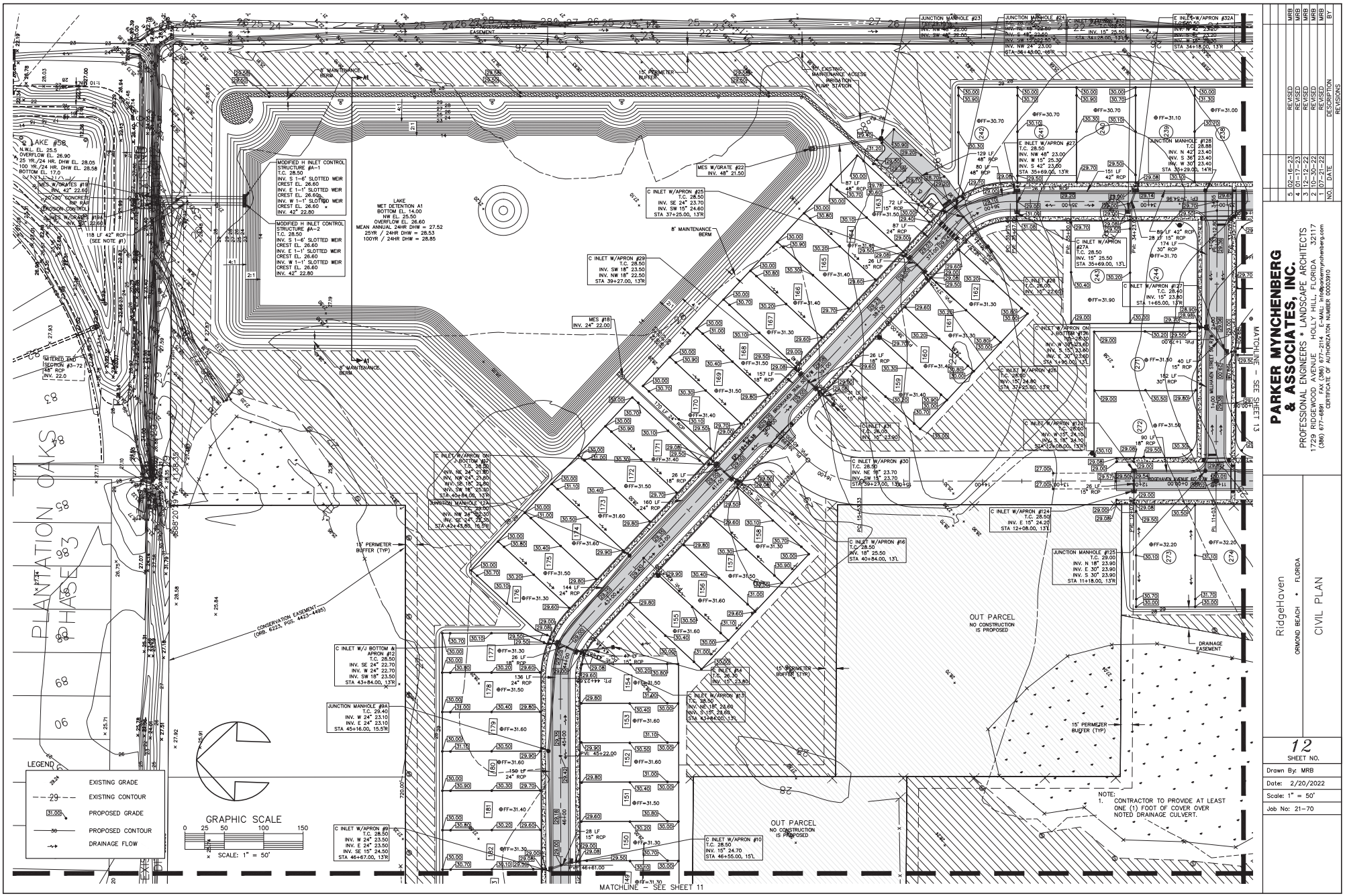
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RidgeHaven
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CIVIL PLAN

11
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-27-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

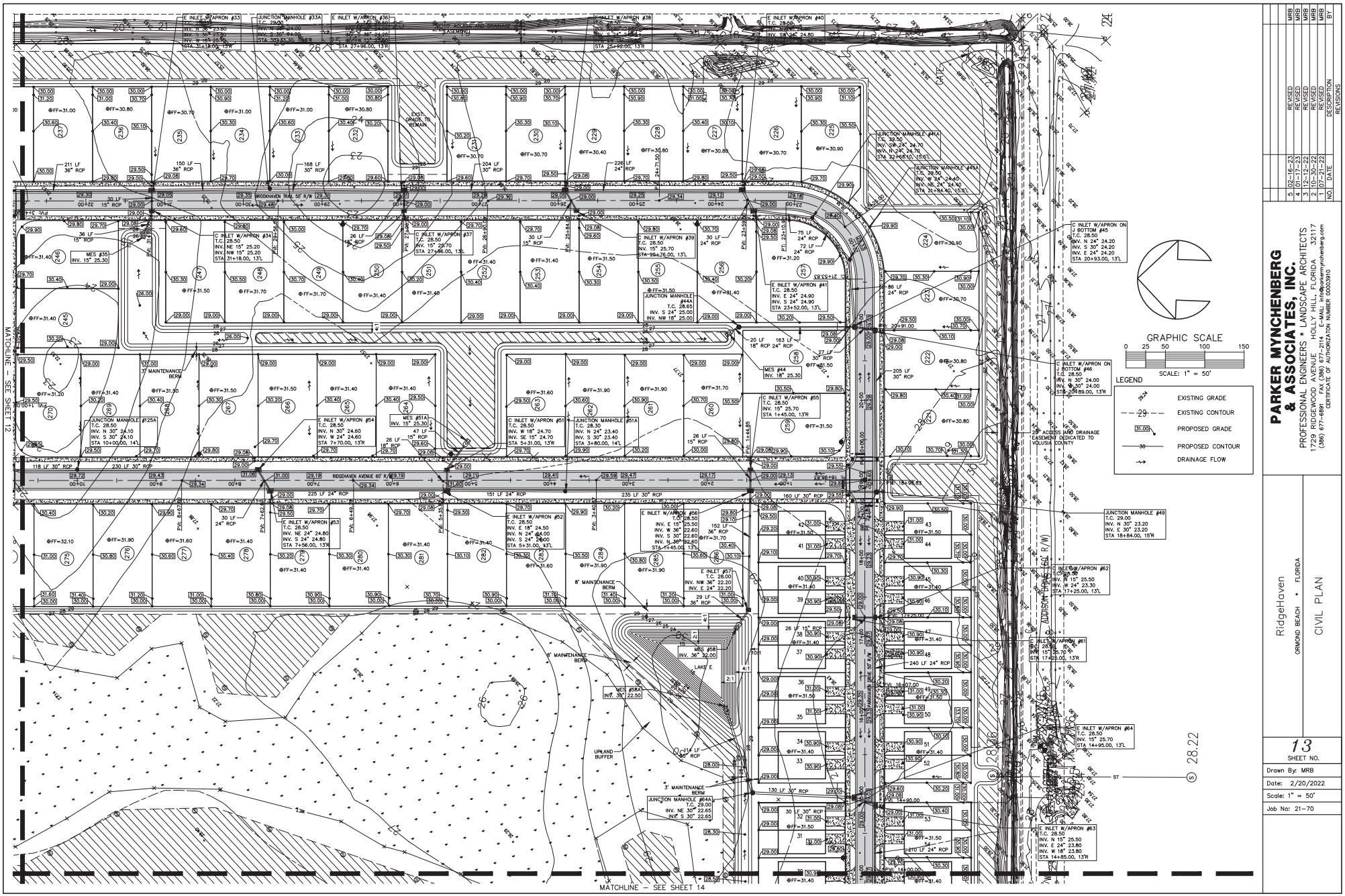
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RidgeHaven
ORMOND BEACH * FLORIDA

CIVIL PLAN

12
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	12-19-22	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

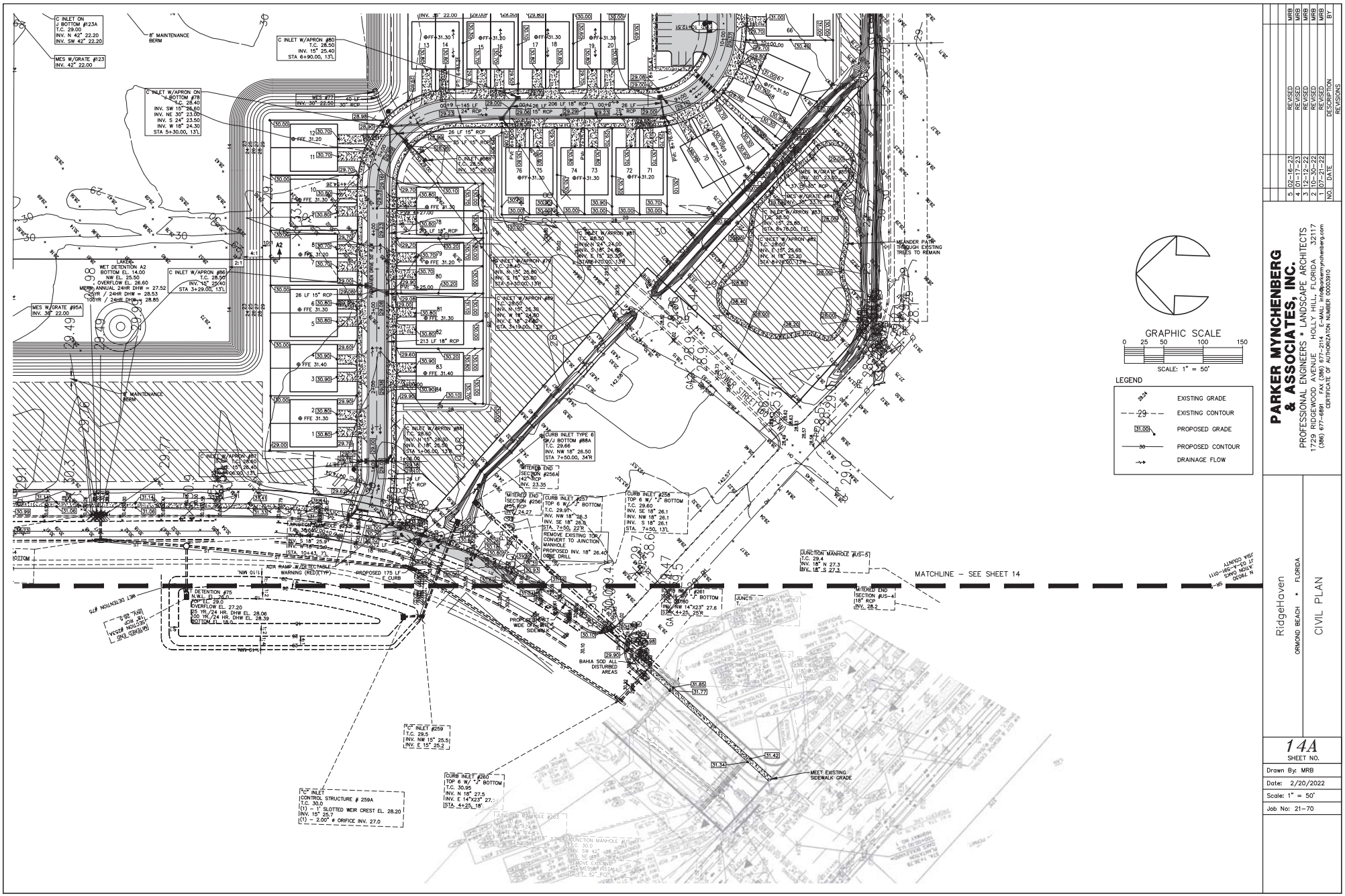
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RidgeHaven
ORMOND BEACH * FLORIDA

CIVIL PLAN

13
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

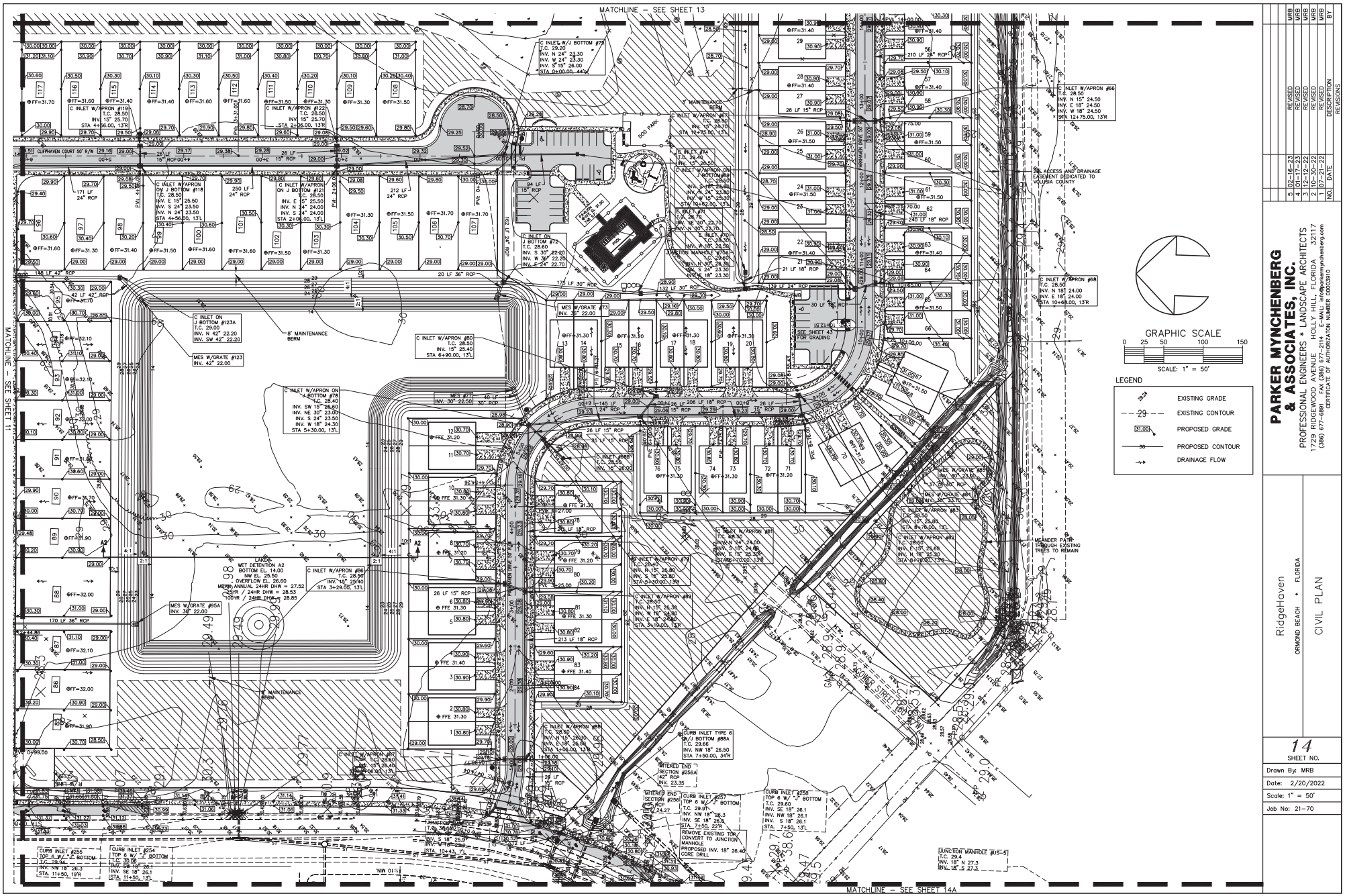
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RidgeHaven
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CIVIL PLAN

14A
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-04-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

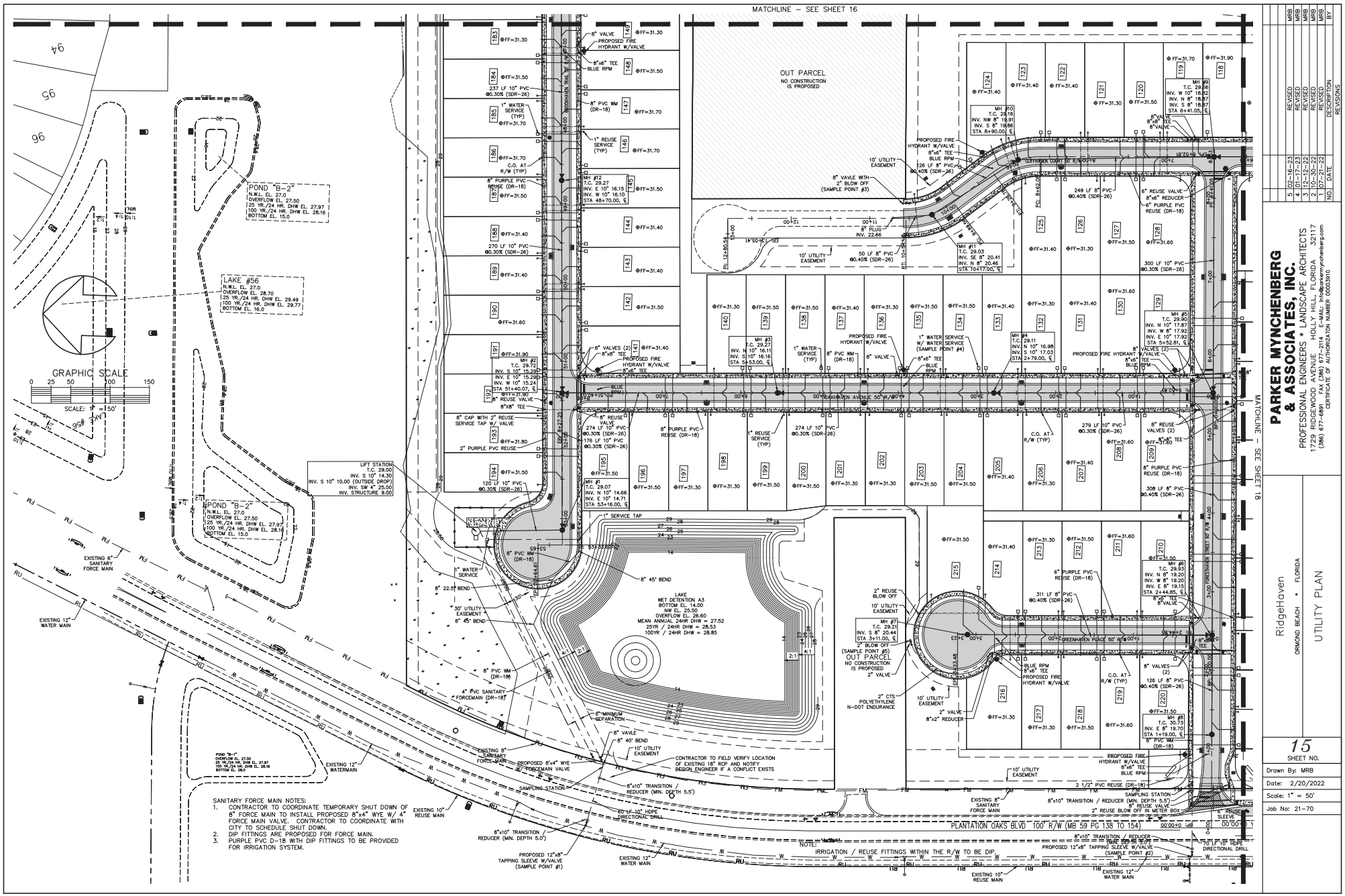
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CIVIL PLAN

14
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
1	07-21-22	REVISIONS	MRB
2	10-30-22	REVISED	MRB
3	12-12-22	REVISED	MRB
4	01-16-23	REVISED	MRB
5	02-16-23	REVISED	MRB

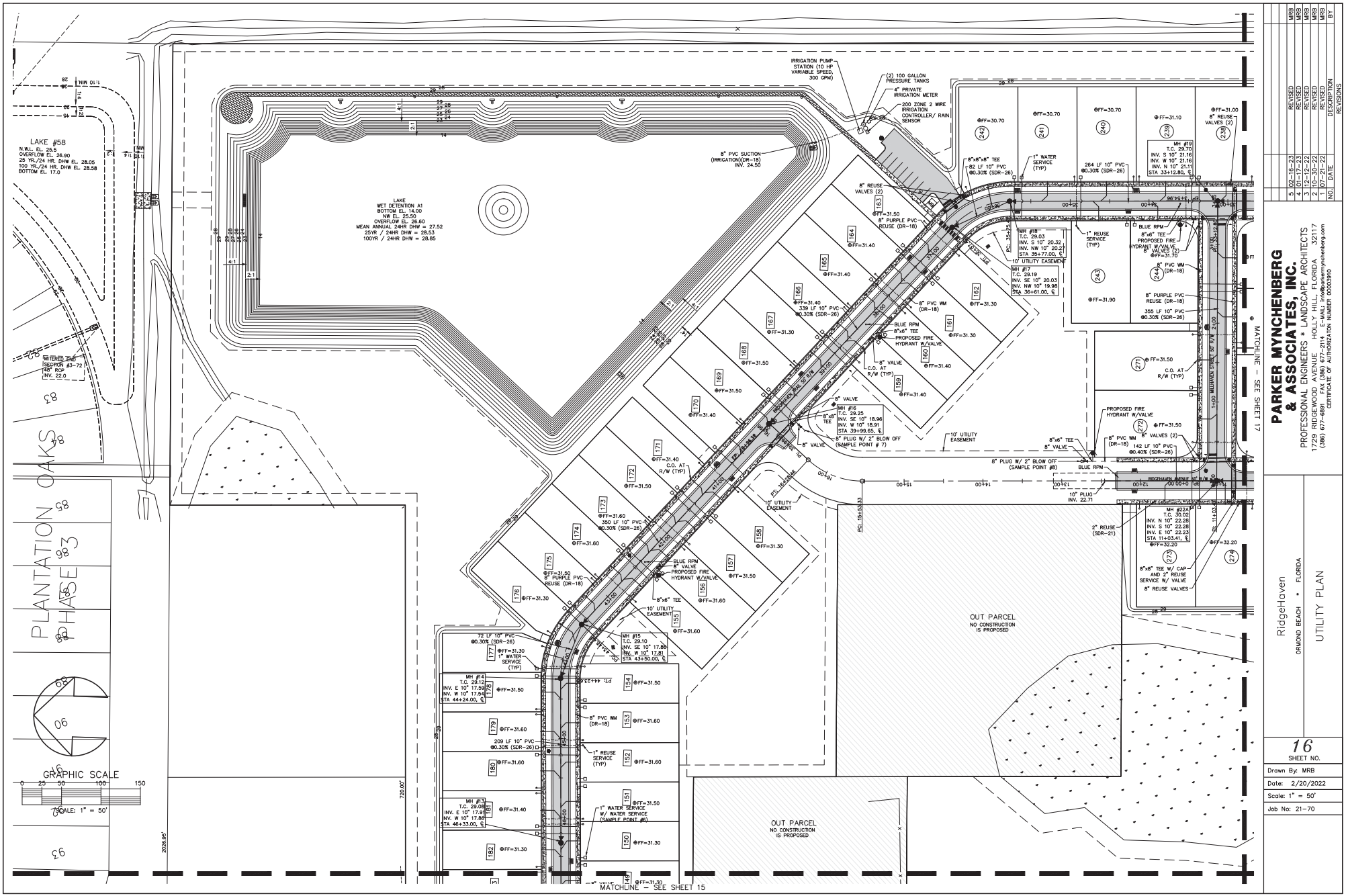
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

RidgeHaven
ORMOND BEACH * FLORIDA

UTILITY PLAN

15
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

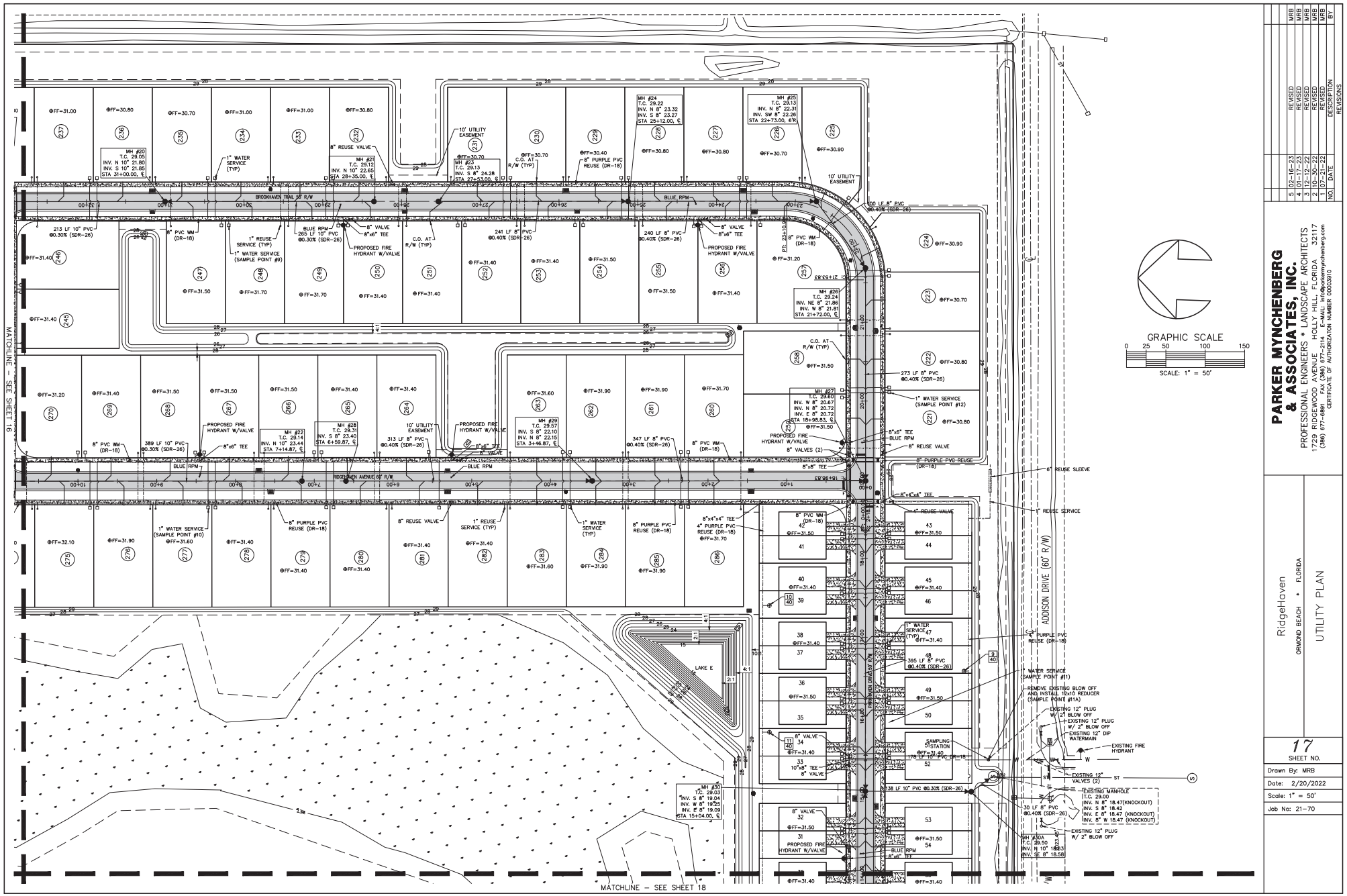
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

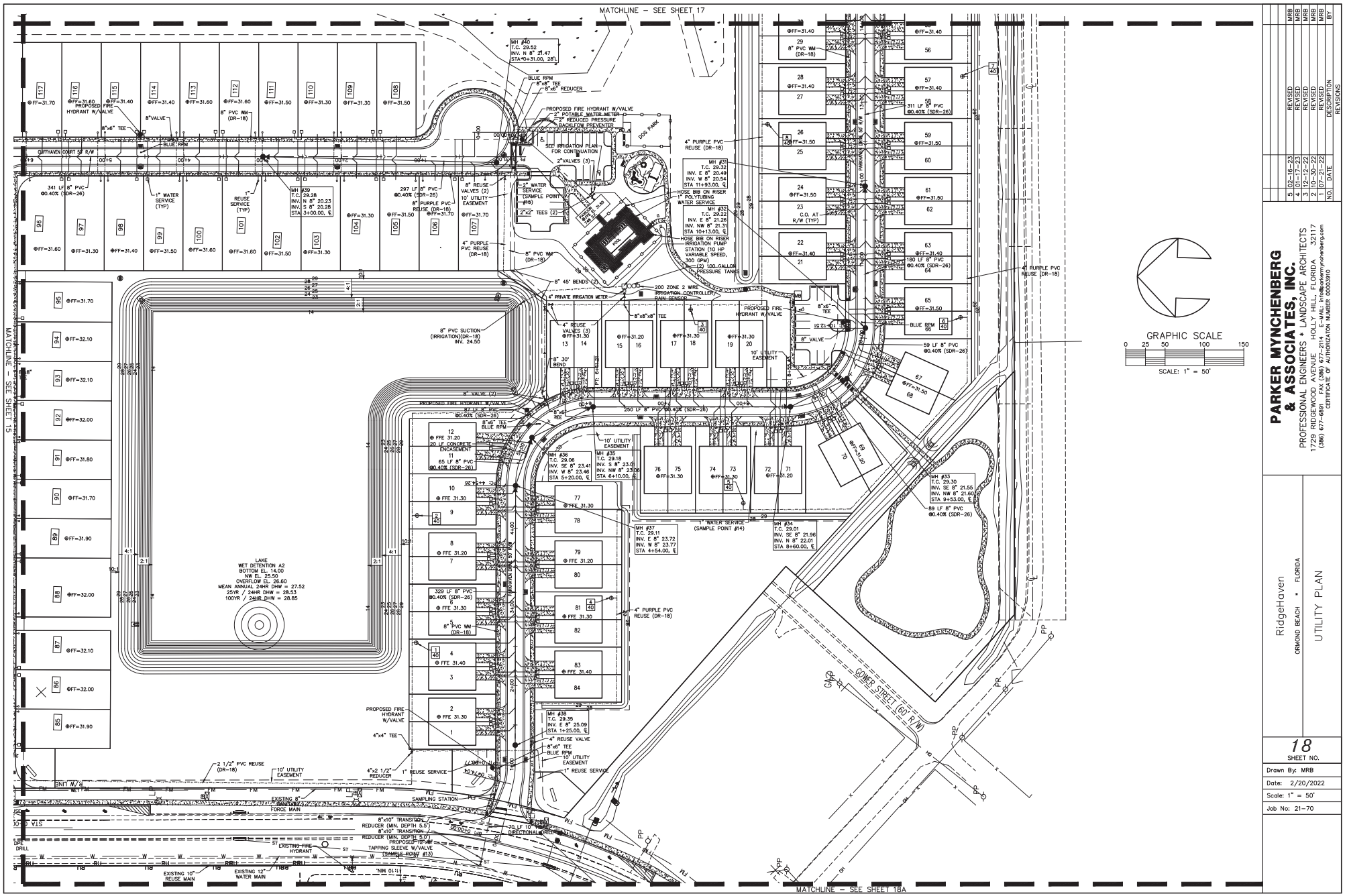
RidgeHaven
ORMOND BEACH • FLORIDA

UTILITY PLAN

16
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70


BROOKHAVEN TRAIL 50' R/W
RIDGEMEN AVENUE 60' R/W
ADDISON DRIVE (60' R/W)
LAKE E
MATCHLINE – SEE SHEET 16
MATCHLINE – SEE SHEET 18
MH #20 T.C. 29.05 INV. N 10" 21.80 INV. S 10" 21.85 STA 31+00.00, ℄
MH #21 T.C. 29.12 INV. N 10" 22.65 STA 28+35.00, ℄
MH #22 T.C. 29.14 INV. N 10" 23.44 STA 7+14.87, ℄
MH #23 T.C. 29.13 INV. S 8" 24.28 STA 27+53.00, ℄
MH #24 T.C. 29.22 INV. N 8" 23.32 INV. S 8" 23.27 STA 25+12.00, ℄
MH #25 T.C. 29.13 INV. N 8" 22.31 INV. SW 8" 22.26 STA 22+73.00, 6"R
MH #26 T.C. 29.24 INV. NE 8" 21.86 INV. W 8" 21.81 STA 21+72.00, ℄
MH #27 T.C. 29.60 INV. W 8" 20.67 INV. N 8" 20.72 INV. E 8" 20.72 STA 18+98.83, ℄
MH #28 T.C. 29.31 INV. S 8" 23.40 STA 6+59.87, ℄
MH #29 T.C. 29.57 INV. S 8" 22.10 INV. N 8" 22.15 STA 3+46.87, ℄
MH #30 T.C. 29.03 INV. S 8" 19.04 INV. W 8" 19.25 INV. E 8" 19.09 STA 15+04.00, ℄
MH #30A T.C. 29.50 INV. N 10" 18.63 INV. SE 8" 18.58
213 LF 10" PVC @0.30% (SDR-26)
389 LF 10" PVC @0.30% (SDR-26)
265 LF 10" PVC @0.30% (SDR-26)
313 LF 8" PVC @0.40% (SDR-26)
241 LF 8" PVC @0.40% (SDR-26)
240 LF 8" PVC @0.40% (SDR-26)
347 LF 8" PVC @0.40% (SDR-26)
273 LF 8" PVC @0.40% (SDR-26)
100 LF 8" PVC @0.40% (SDR-26)
395 LF 8" PVC @0.40% (SDR-26)
30 LF 8" PVC @0.40% (SDR-26)
178 LF 10" PVC @0.30% (SDR-26)
138 LF 10" PVC @0.30% (SDR-26)
8" PVC WM (DR-18)
8" PURPLE PVC REUSE (DR-18)
4" PURPLE PVC REUSE (DR-18)
6" REUSE SLEEVE
8" REUSE VALVE
8" VALVE
8"x6" TEE
8"x8" TEE
8"x4"x4" TEE
10' UTILITY EASEMENT
1" WATER SERVICE (TYP)
1" REUSE SERVICE (TYP)
1" WATER SERVICE (SAMPLE POINT #9)
1" WATER SERVICE (SAMPLE POINT #10)
1" WATER SERVICE (SAMPLE POINT #11)
1" WATER SERVICE (SAMPLE POINT #12)
REMOVE EXISTING BLOW OFF AND INSTALL 12x10 REDUCER (SAMPLE POINT #11A)
PROPOSED FIRE HYDRANT W/VALVE
EXISTING FIRE HYDRANT
EXISTING 12" PLUG W/ 2" BLOW OFF
EXISTING 12" DIP WATERMAIN
EXISTING 12" VALVES (2)
EXISTING MANHOLE T.C. 29.00 INV. N 8" 18.47(KNOCKOUT) INV. S 8" 18.42 INV. E 8" 18.47 (KNOCKOUT) INV. W 8" 18.47 (KNOCKOUT)
SAMPLING STATION
BLUE RPM
C.O. AT R/W (TYP)
8" VALVES (2)
10"x8" TEE
8" VALVE
PROPOSED FIRE HYDRANT W/VALVE
BLUE RPM
8" PURPLE PVC-REUSE (DR-18)
8"x4"x4" TEE
4" REUSE VALVE
4" PURPLE PVC REUSE (DR-18)
1" WATER SERVICE (TYP)
8" REUSE VALVE
8" PURPLE PVC REUSE (DR-18)
8"x4"x4" TEE
4" PURPLE PVC REUSE (DR-18)
8" PVC WM (DR-18)
8" VALVE
8"x6" TEE
PROPOSED FIRE HYDRANT W/VALVE
8" VALVES (2)
8"x8" TEE
8" PVC WM (DR-18)
8" VALVE
8"x6" TEE
PROPOSED FIRE HYDRANT W/VALV



NO.	DATE	DESCRIPTION	BY
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2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

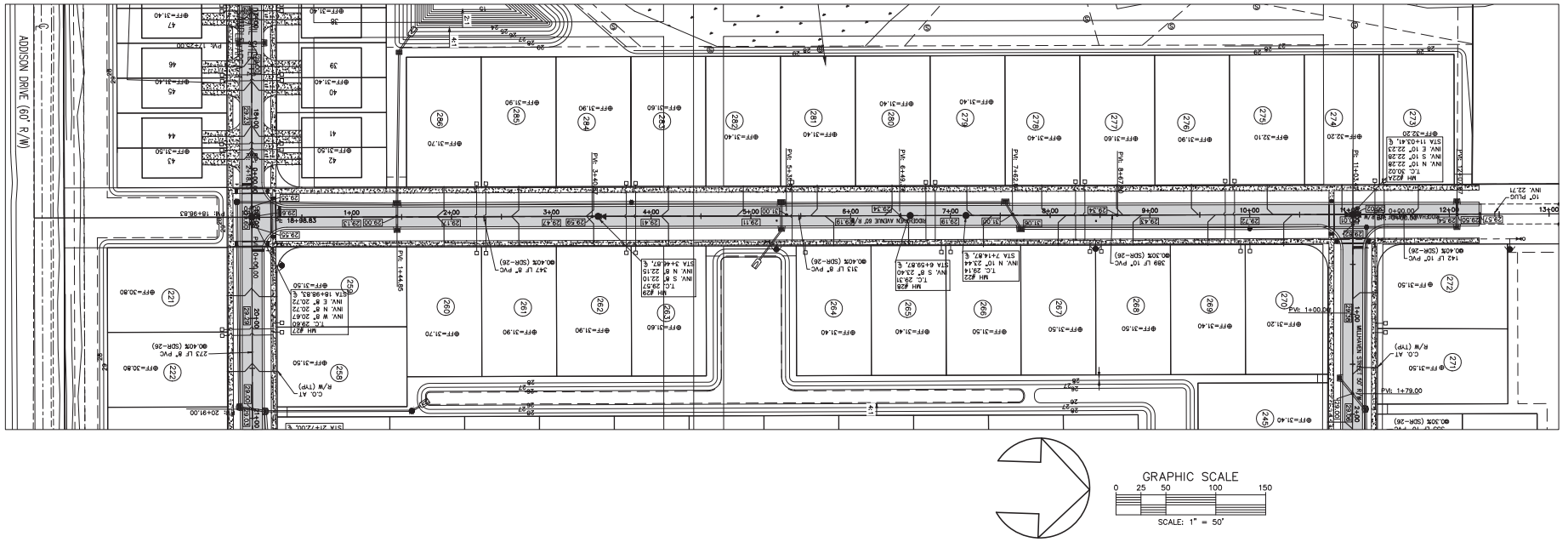
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS + LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

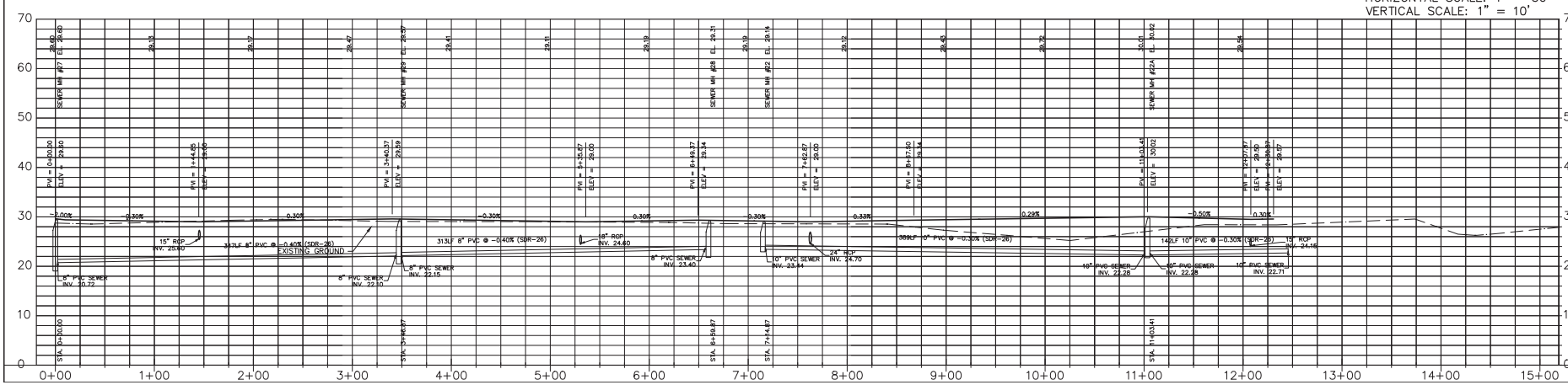
RidgeHaven
ORMOND BEACH • FLORIDA

UTILITY PLAN

18
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70





NO.	DATE	DESCRIPTION	BY
1	07-21-22	REVISED	MRB
2	10-30-22	REVISED	MRB
3	12-12-22	REVISED	MRB
4	01-27-23	REVISED	MRB
5	02-16-23	REVISED	MRB

REVISIONS

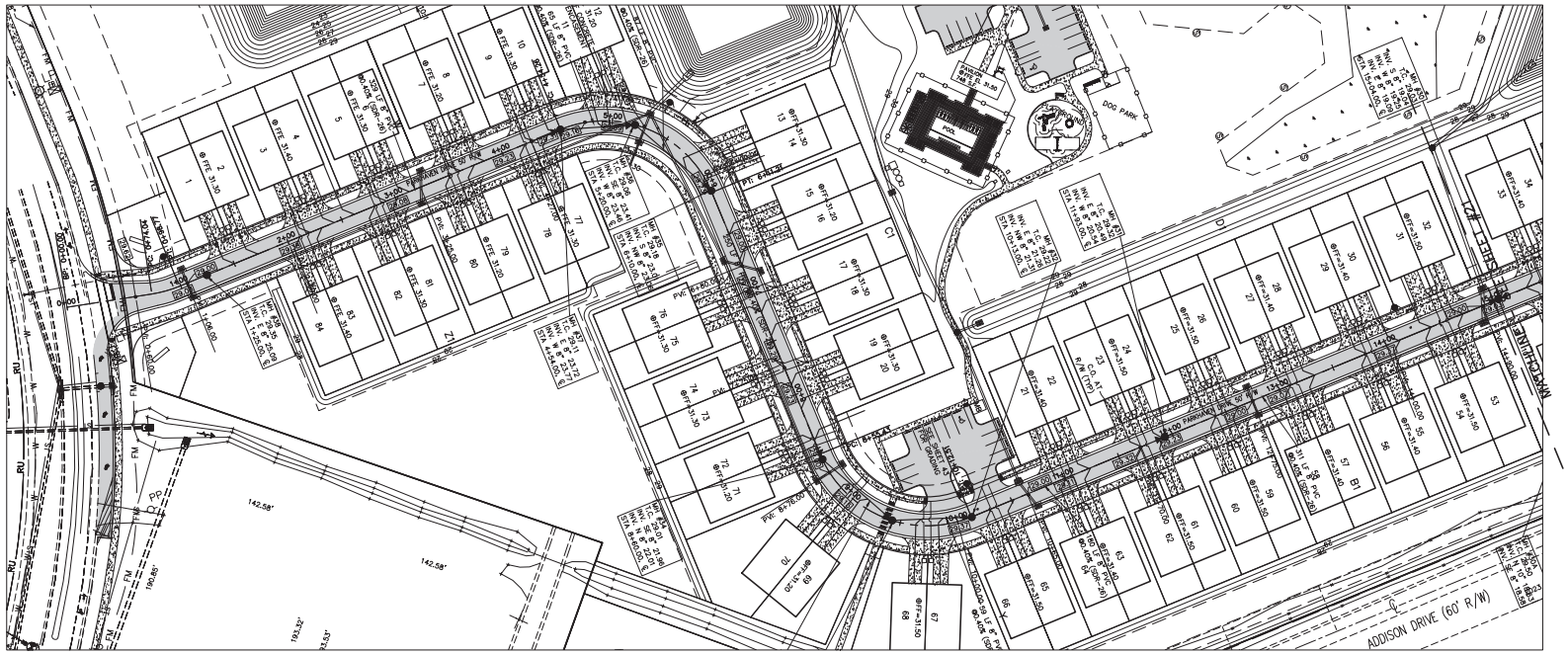
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PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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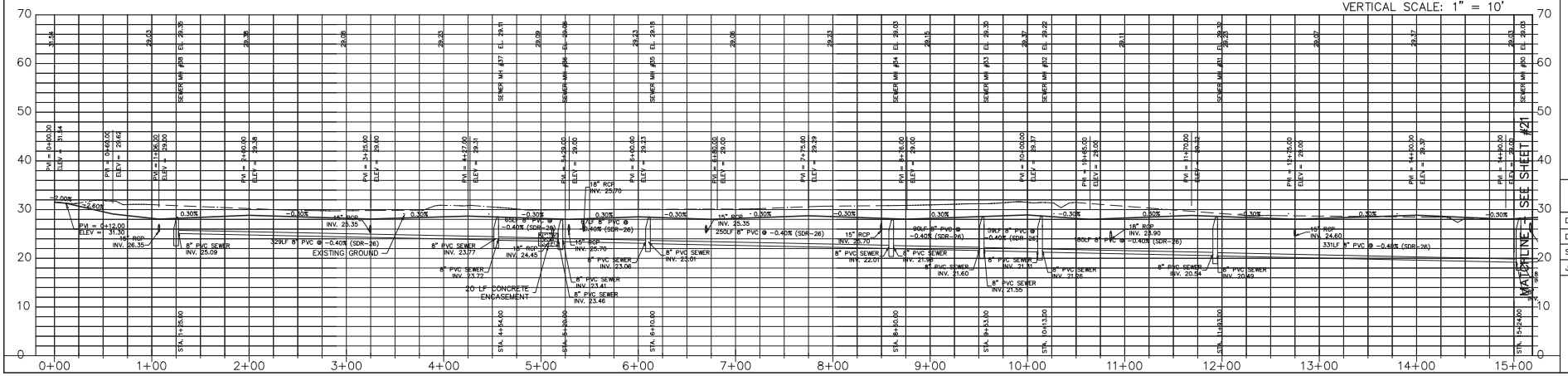
RIDGEHAVEN AVENUE
STA. 00+00.00 – STA. 15+00.00

19
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'



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5	02-16-23	REVISED	MRB
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3	12-12-22	REVISED	MRB
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1	07-21-22	REVISED	MRB

REVISIONS

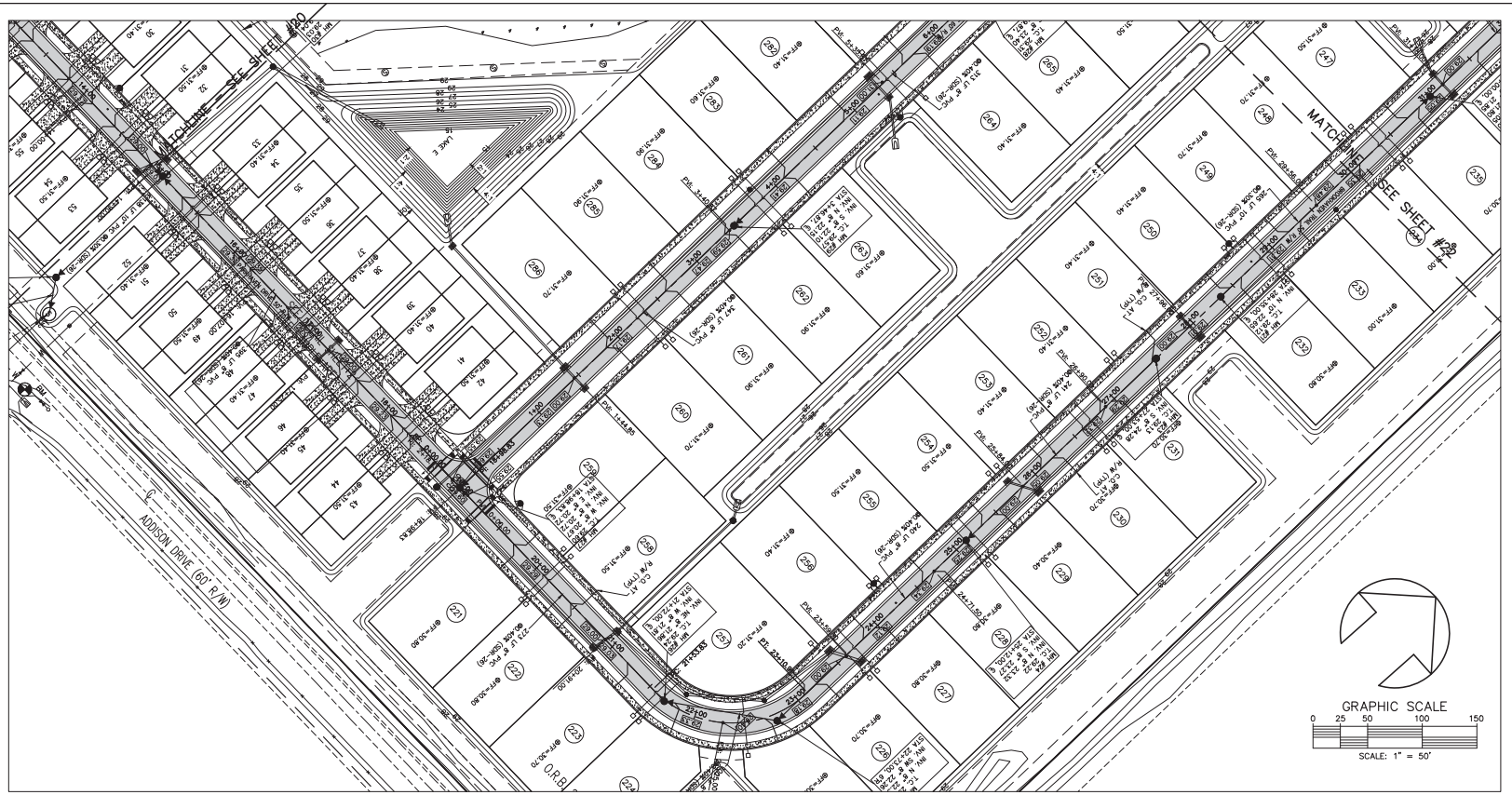
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
17729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
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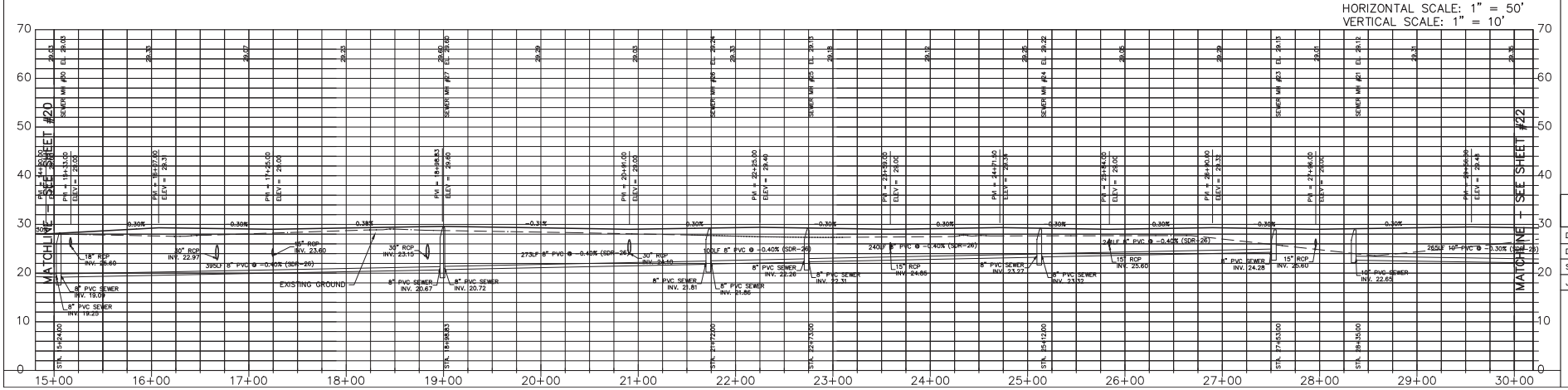
RidgeHaven
ORMOND BEACH * FLORIDA

PARKHAVEN DRIVE
STA. 0+00.00 – STA. 15+00.00

20
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70





NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-13-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

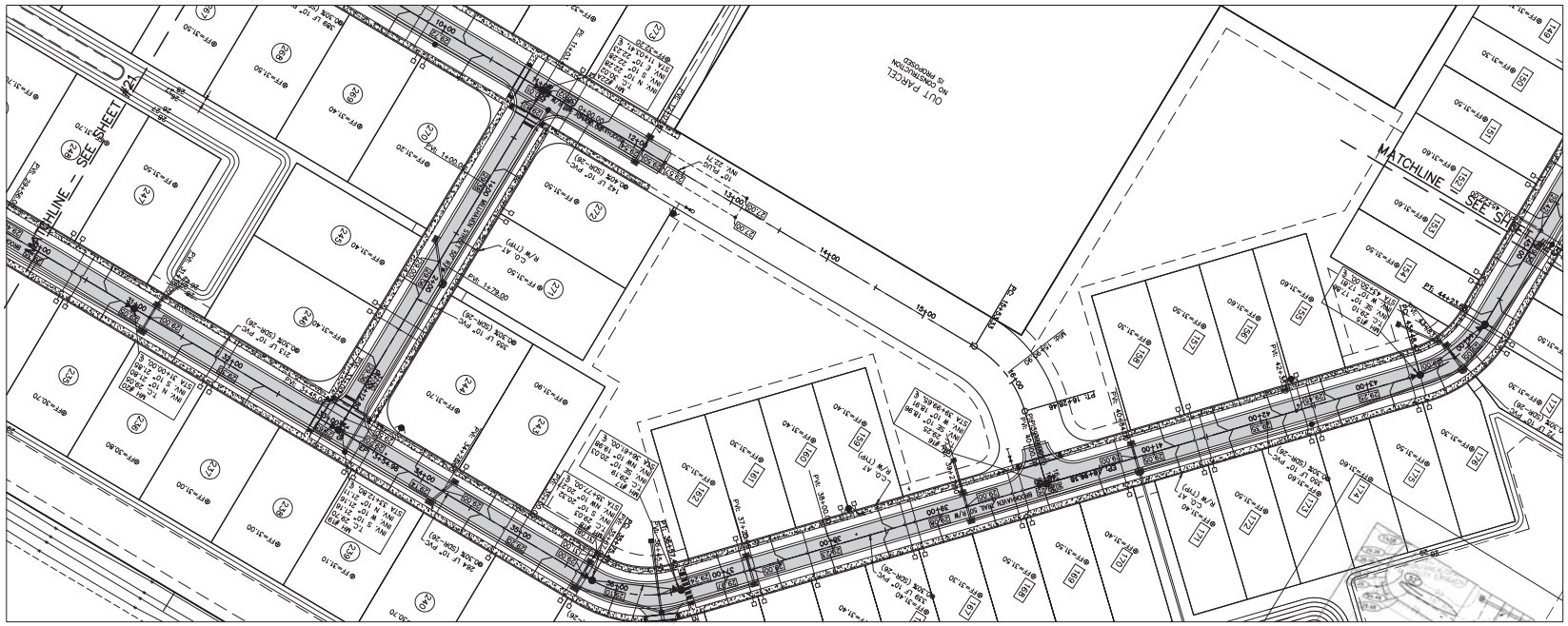
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PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
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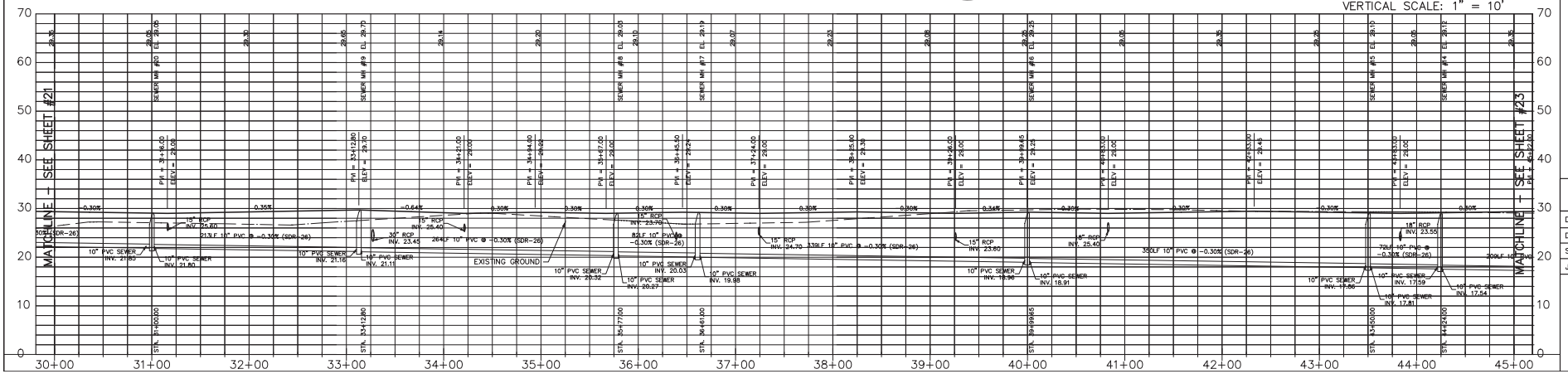
RidgeHaven
ORMOND BEACH * FLORIDA

PARKHAVEN DRIVE/BROOKHAVEN TRAIL
STA. 15+00.00 - STA. 30+00.00

21
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70





NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
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3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

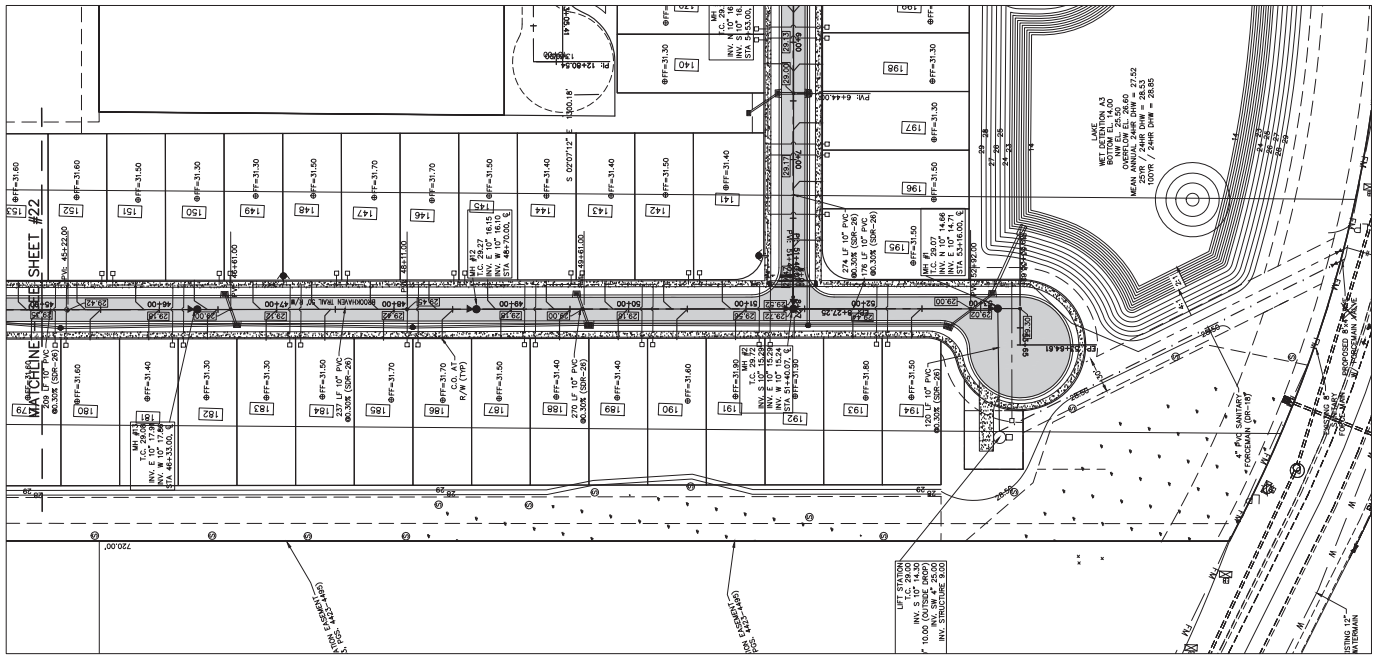
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
17729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

RidgeHaven
ORMOND BEACH • FLORIDA

BROOKHAVEN TRAIL
STA. 30+00.00 – STA. 45+00.00

22
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70

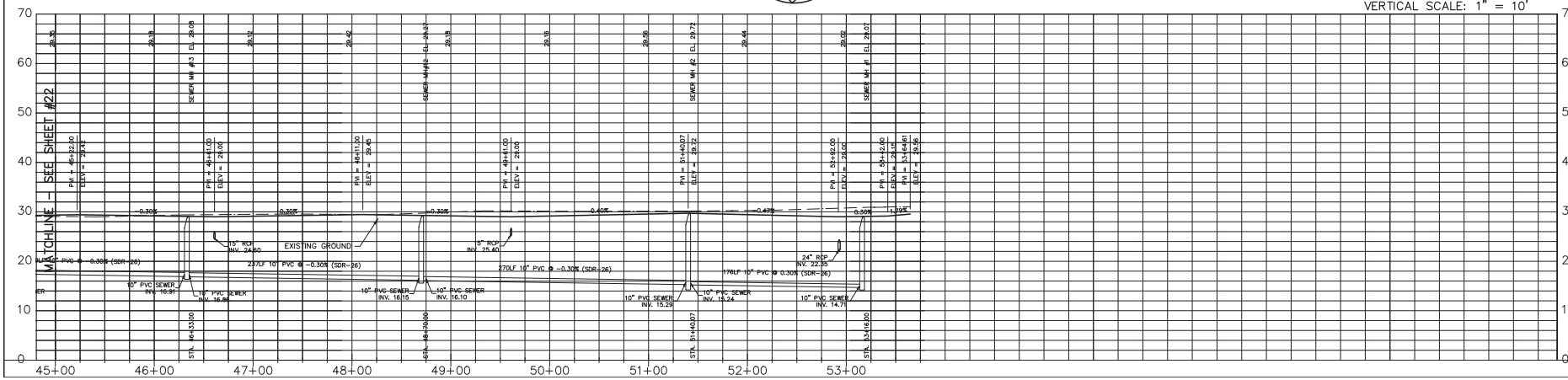


GRAPHIC SCALE

0 25 50 100 150

SCALE: 1" = 50'

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

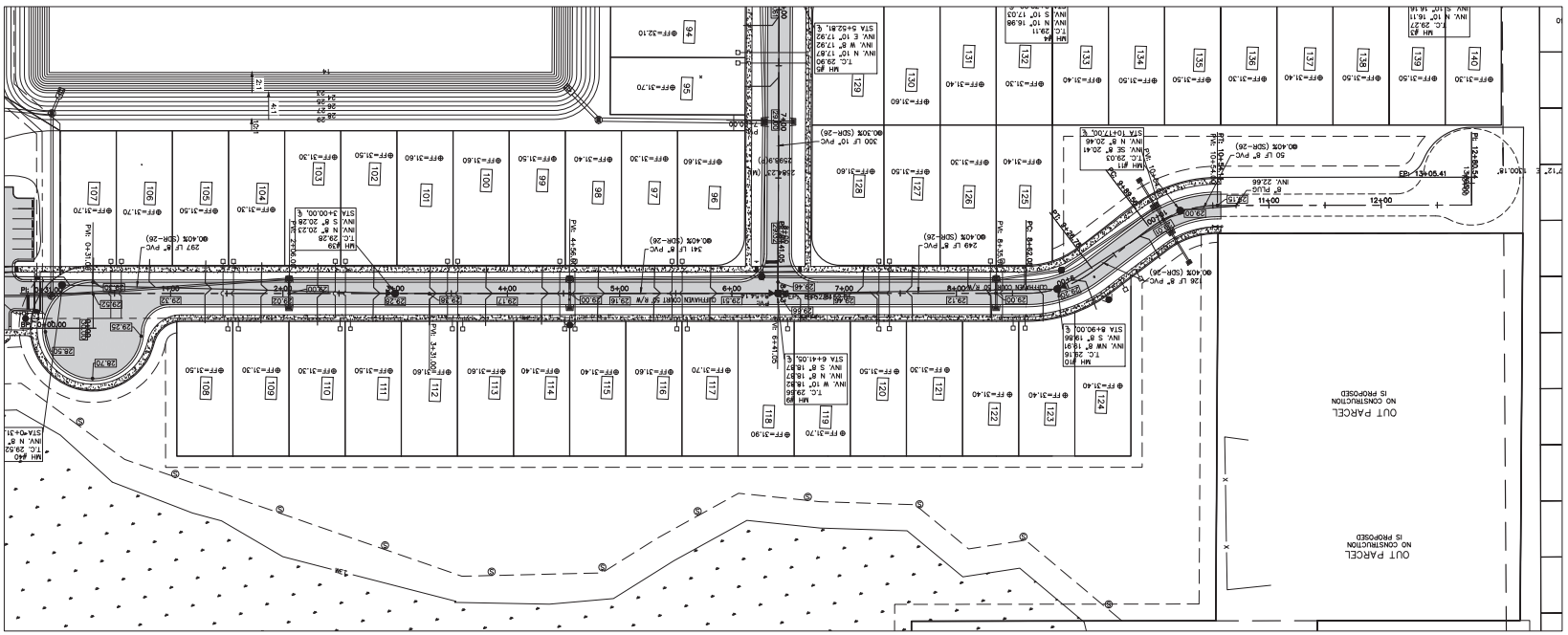
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
17229 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

RidgeHaven
ORMOND BEACH * FLORIDA

BROOKHAVEN TRAIL
STA. 45+00.00 – STA. 53+64.61

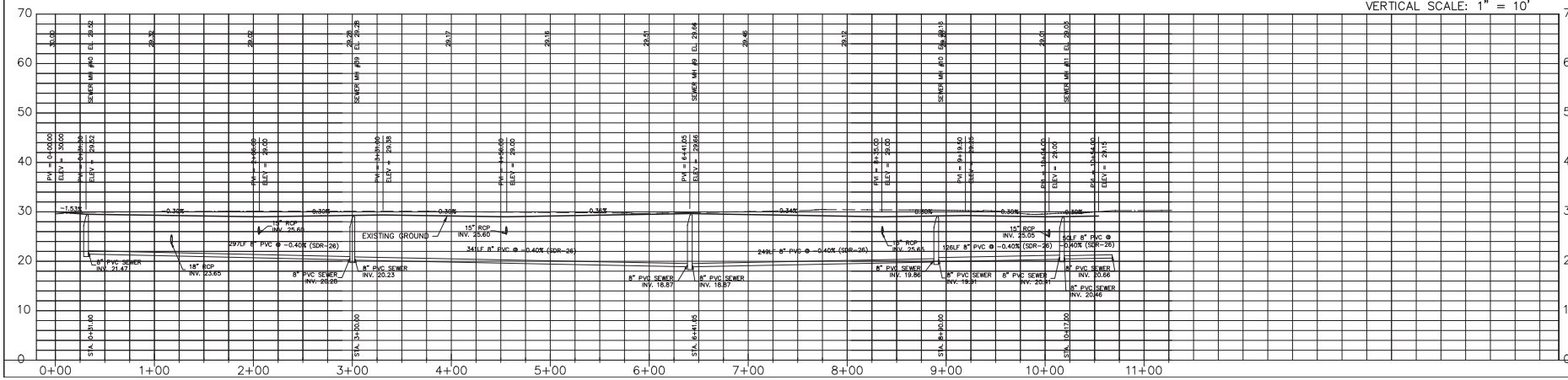
23
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



GRAPHIC SCALE
0 25 50 100 150
SCALE: 1" = 50'

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'



NO.	DATE	DESCRIPTION	BY
1	07-21-22	REVISED	MRB
2	10-30-22	REVISED	MRB
3	12-12-22	REVISED	MRB
4	01-27-23	REVISED	MRB
5	02-16-23	REVISED	MRB

REVISIONS

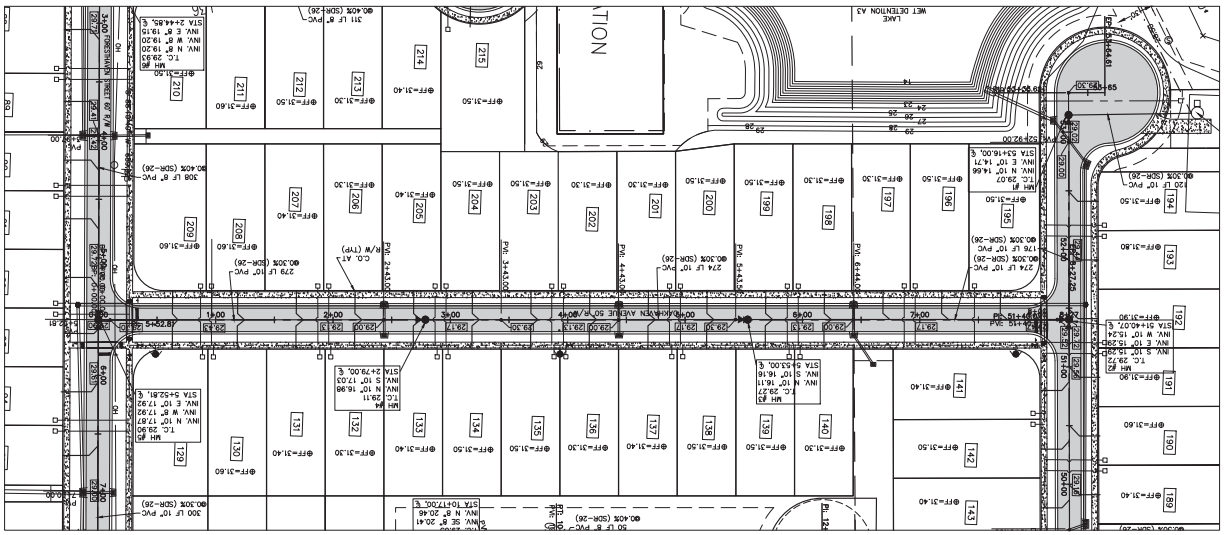
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
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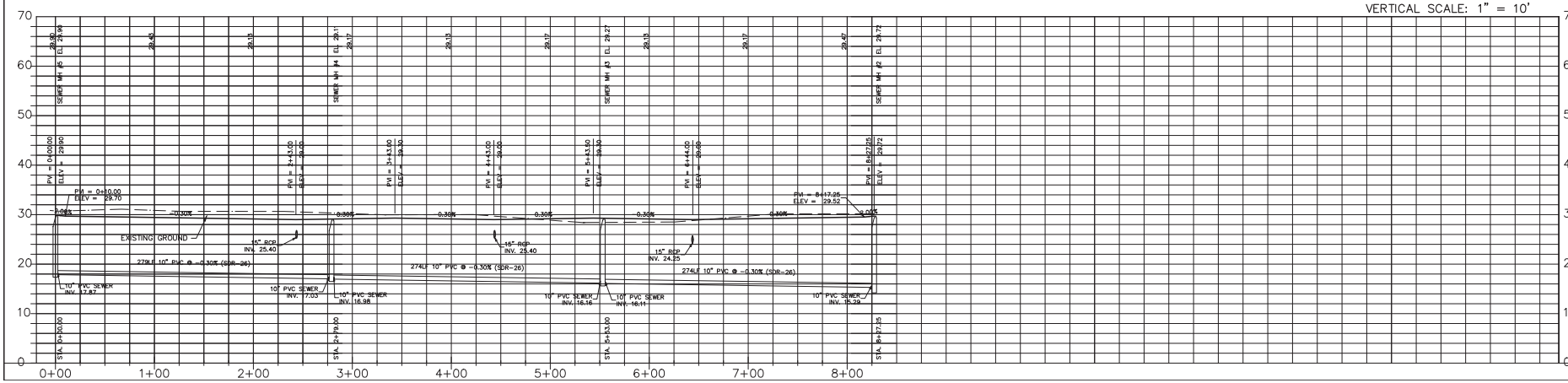
RidgeHaven
ORMOND BEACH * FLORIDA

CLIFFHAVEN COURT
STA. 0+00.00 – STA. 10+54.00

24
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70





NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

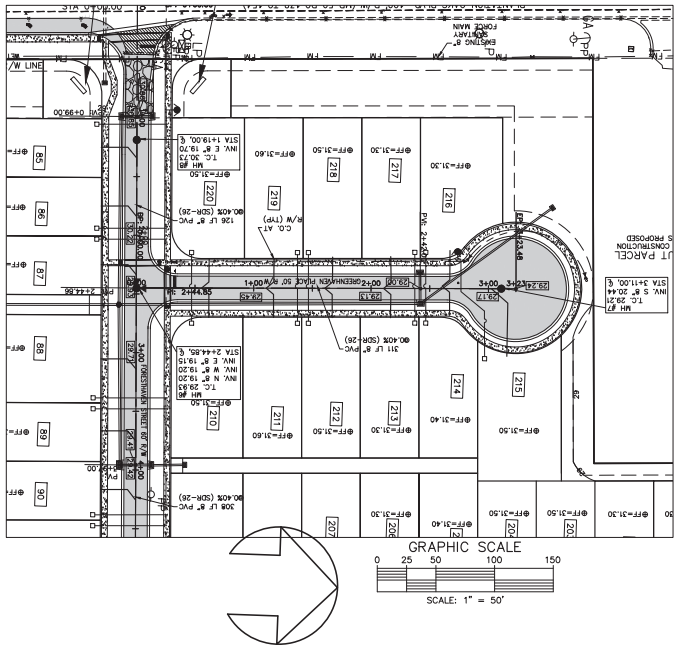
PARKER MYNCHENBERG & ASSOCIATES, INC.
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

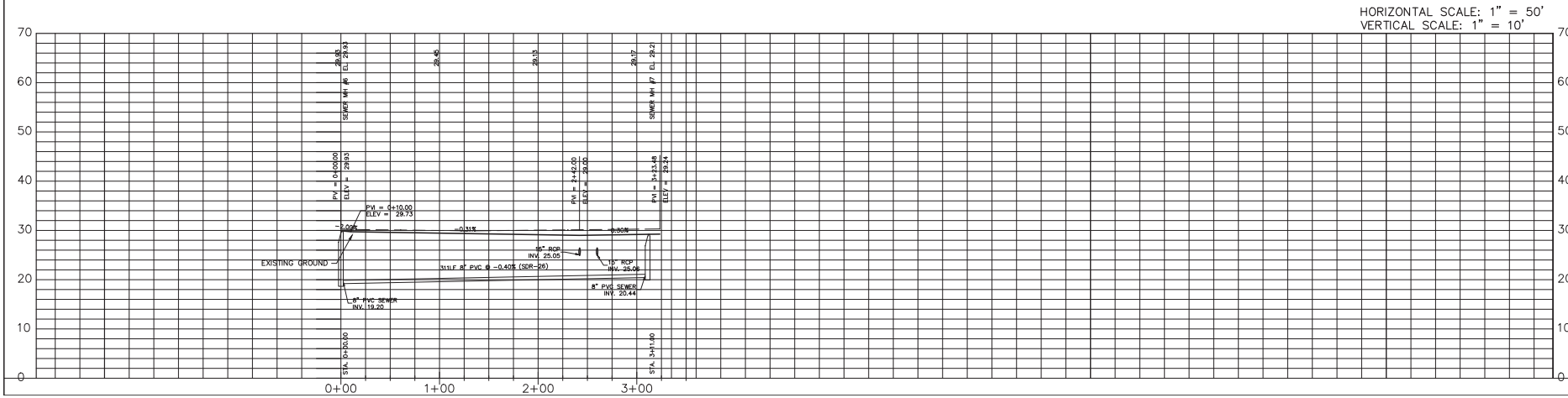
RidgeHaven
ORMOND BEACH * FLORIDA

OAKHAVEN AVENUE
STA. 0+00.00 – STA. 8+27.25

25
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70





NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
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2	10-30-22	REVISED	MRB
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REVISIONS

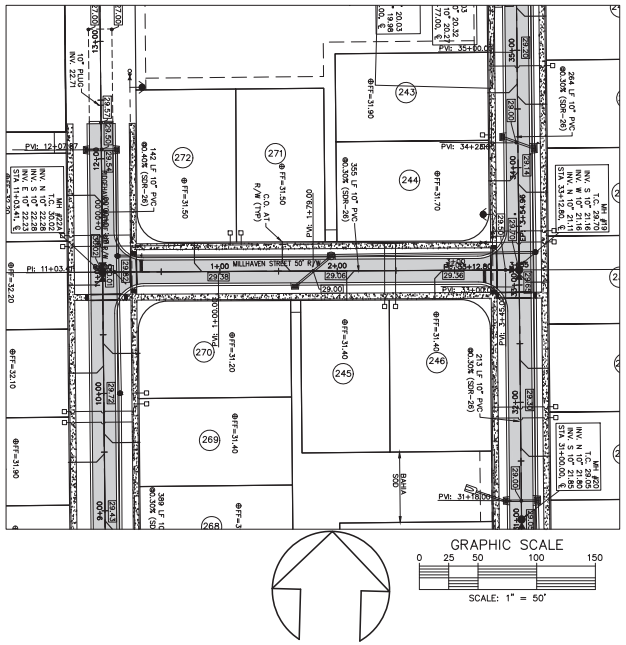
PARKER MYNCHENBERG & ASSOCIATES, INC.
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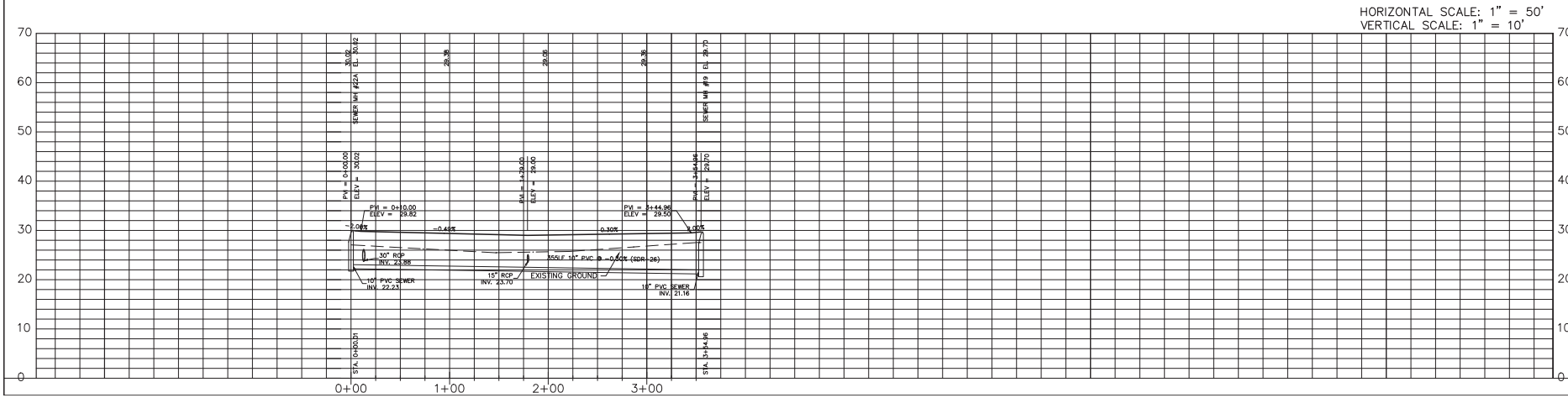
RidgeHaven
ORMOND BEACH * FLORIDA

GREENHAVEN PLACE
STA. 0+00.00 – STA. 3+23.48

26
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70





NO.	DATE	DESCRIPTION	BY
1	07-21-22	REVISED	MRB
2	10-30-22	REVISED	MRB
3	12-12-22	REVISED	MRB
4	01-17-23	REVISED	MRB
5	02-16-23	REVISED	MRB

REVISIONS

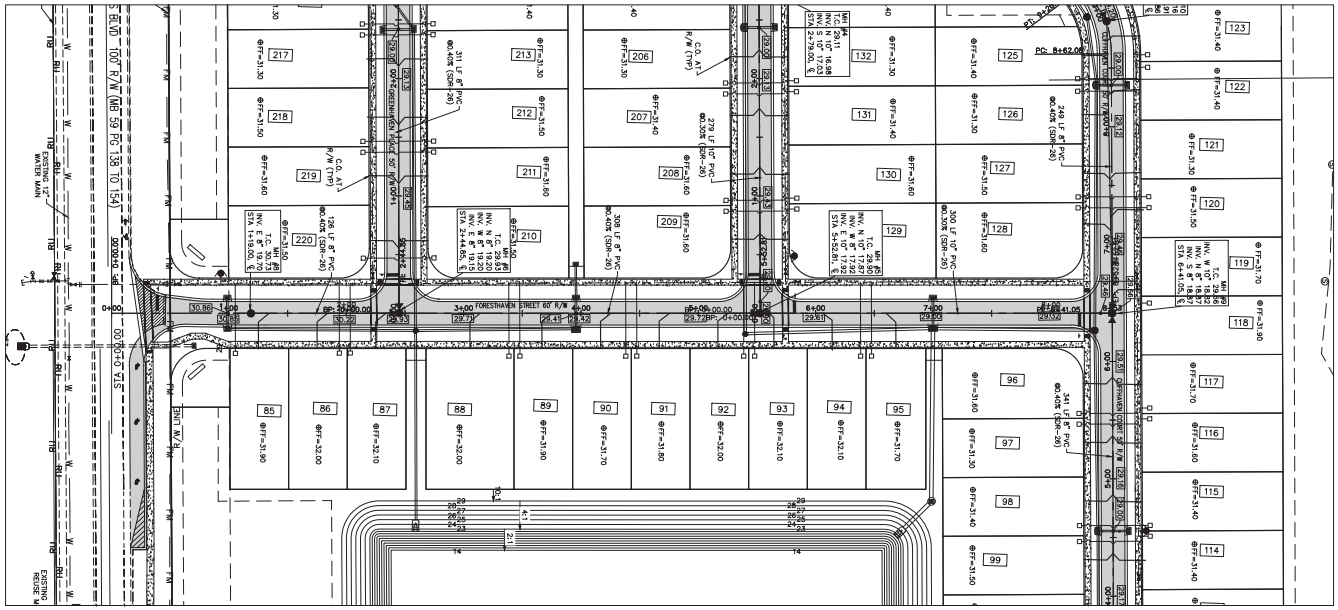
PARKER MYNCHENBERG & ASSOCIATES, INC.
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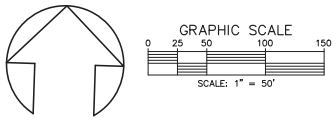
RidgeHaven
ORMOND BEACH * FLORIDA

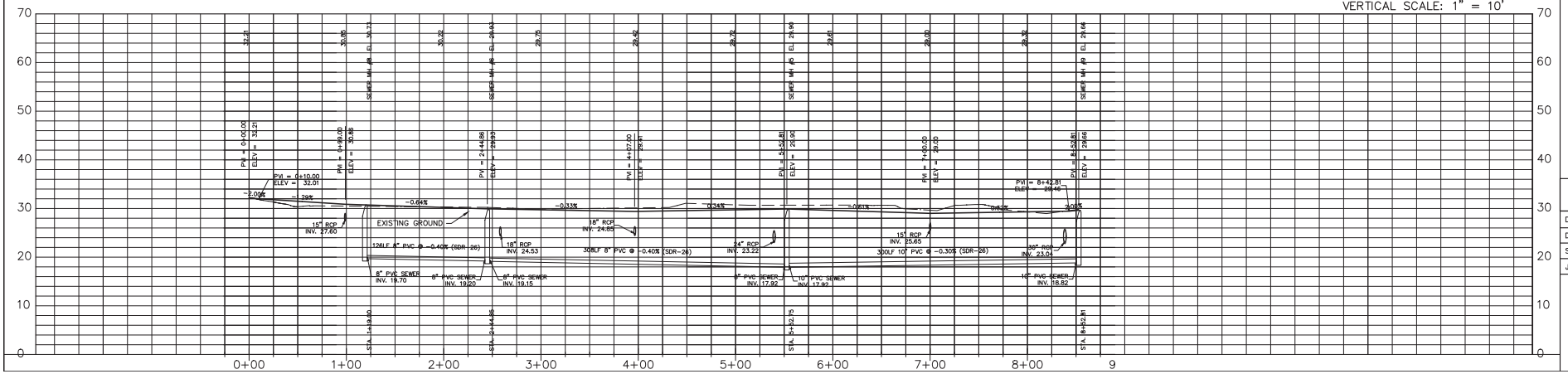
MILLHAVEN STREET
STA. 0+00.00 – STA. 3+54.96

27
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70







NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

RidgeHaven
ORMOND BEACH * FLORIDA

FORESTHAVEN STREET
STA. 0+00.00 – STA. 8+52.81

28
SHEET NO.

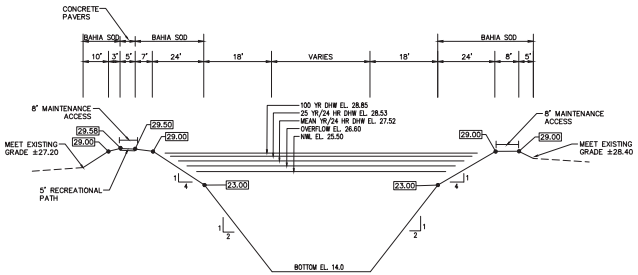
Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70

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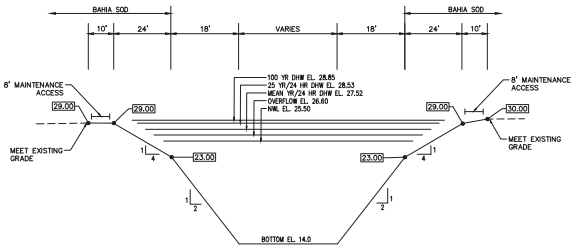


ENTRY SIGN DETAIL

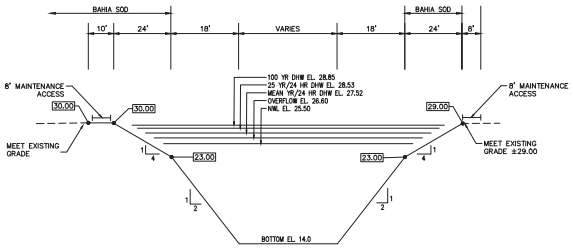
64 SF COPY AREA
ENTRY SIGN TO BE PERMITTED SEPARATELY



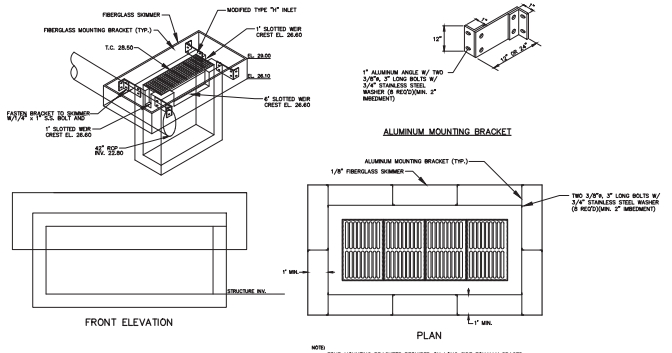
SECTION A1–A1



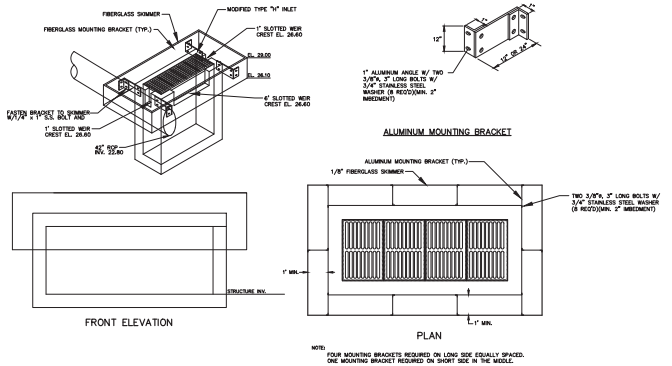
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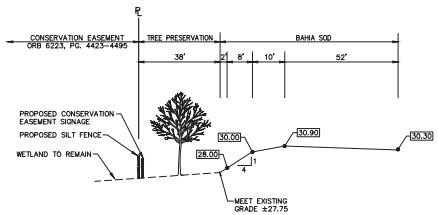
SECTION A3–A3



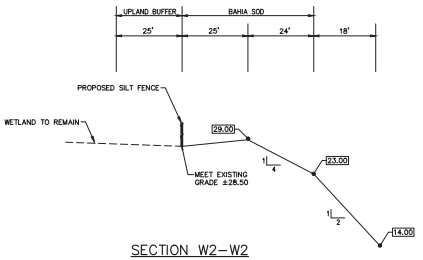
MODIFIED H INLET CONTROL STRUCTURE #A1



MODIFIED H INLET CONTROL STRUCTURE #A2



SECTION CE1–CE1



SECTION W2–W2

NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

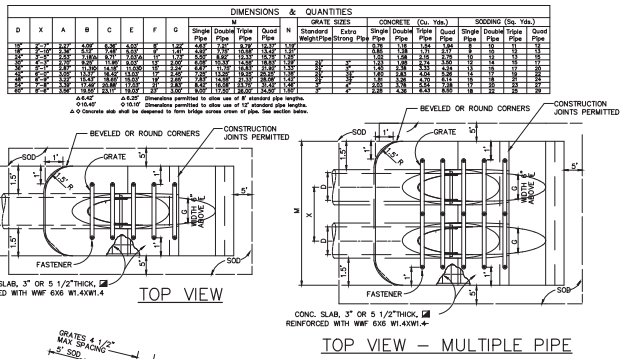
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
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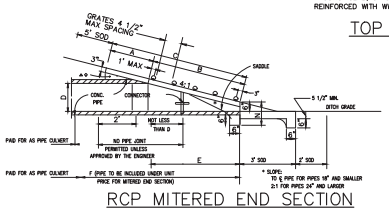
RidgeHaven
ORMOND BEACH * FLORIDA

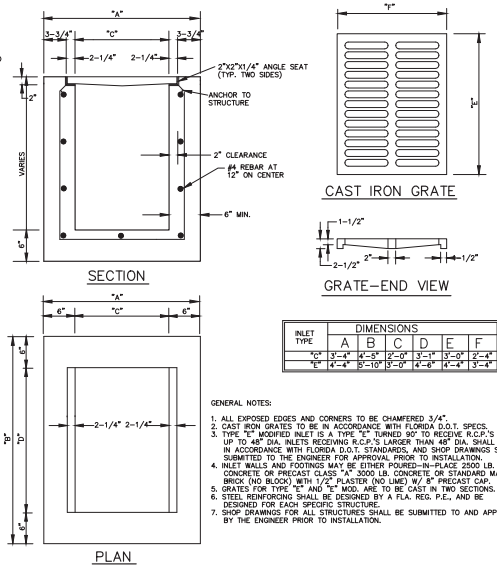
PAVING AND DRAINAGE DETAILS

33A
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: NONE
Job No: 21-70



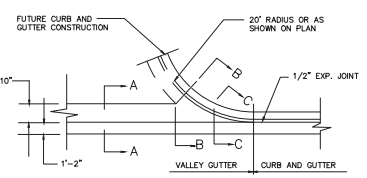


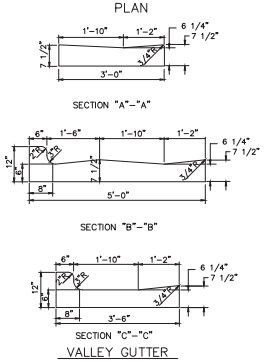


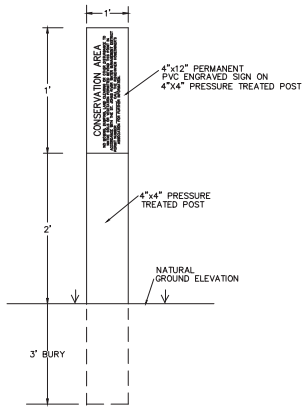
INLET TYPE	DIMENSIONS					
	A	B	C	D	E	F
"C"	3'-4"	4'-5"	2'-0"	3'-1"	3'-0"	2'-4"
"E"	4'-4"	5'-10"	3'-0"	4'-6"	4'-4"	3'-4"

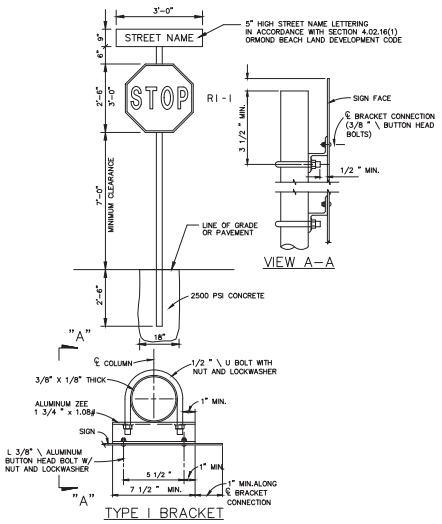
GENERAL NOTES:

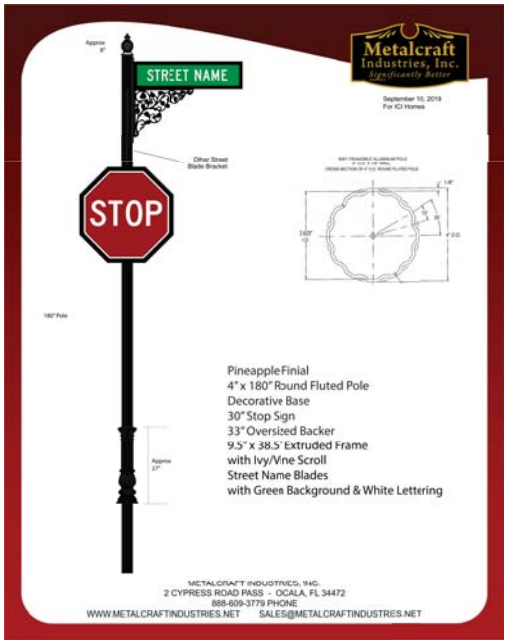
1. ALL EXPOSED EDGES AND CORNERS TO BE CHAMFERED 3/4".
2. CAST IRON GRATES TO BE IN ACCORDANCE WITH FLORIDA D.O.T. SPECS.
3. TYPE "E" MODIFIED INLET IS A TYPE "E" TURNED 90° TO RECEIVE R.C.P.'S UP TO 48" DIA. INLETS RECEIVING R.C.P.'S LARGER THAN 48" DIA. SHALL BE IN ACCORDANCE WITH FLORIDA D.O.T. STANDARDS, AND SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.
4. INLET WALLS AND FOOTINGS MAY BE EITHER POURED-IN-PLACE 2500 LB. CONCRETE OR PRECAST CLASS "A" 3000 LB. CONCRETE OR STANDARD MANHOLE BRICK (NO BLOCK) WITH 1/2" PLASTER (NO LIME) W/ 8" PRECAST CAP.
5. GRATES FOR TYPE "E" AND "E" MOD. ARE TO BE CAST IN TWO SECTIONS.
6. STEEL REINFORCING SHALL BE DESIGNED BY A FLA. REG. P.E., AND BE DESIGNED FOR EACH SPECIFIC STRUCTURE.
7. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.

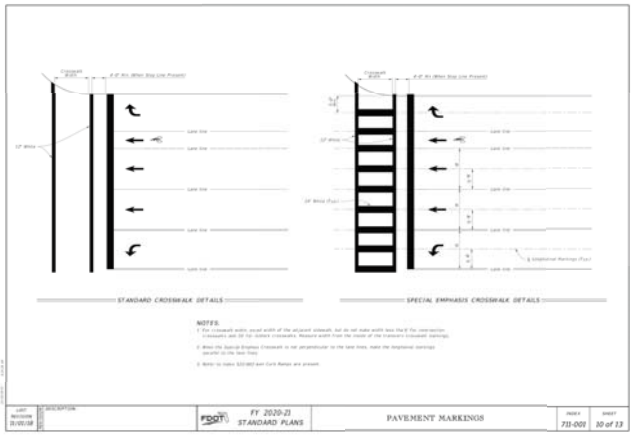












NO.	DATE	DESCRIPTION	BY
		REVISIONS	
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4	01-12-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

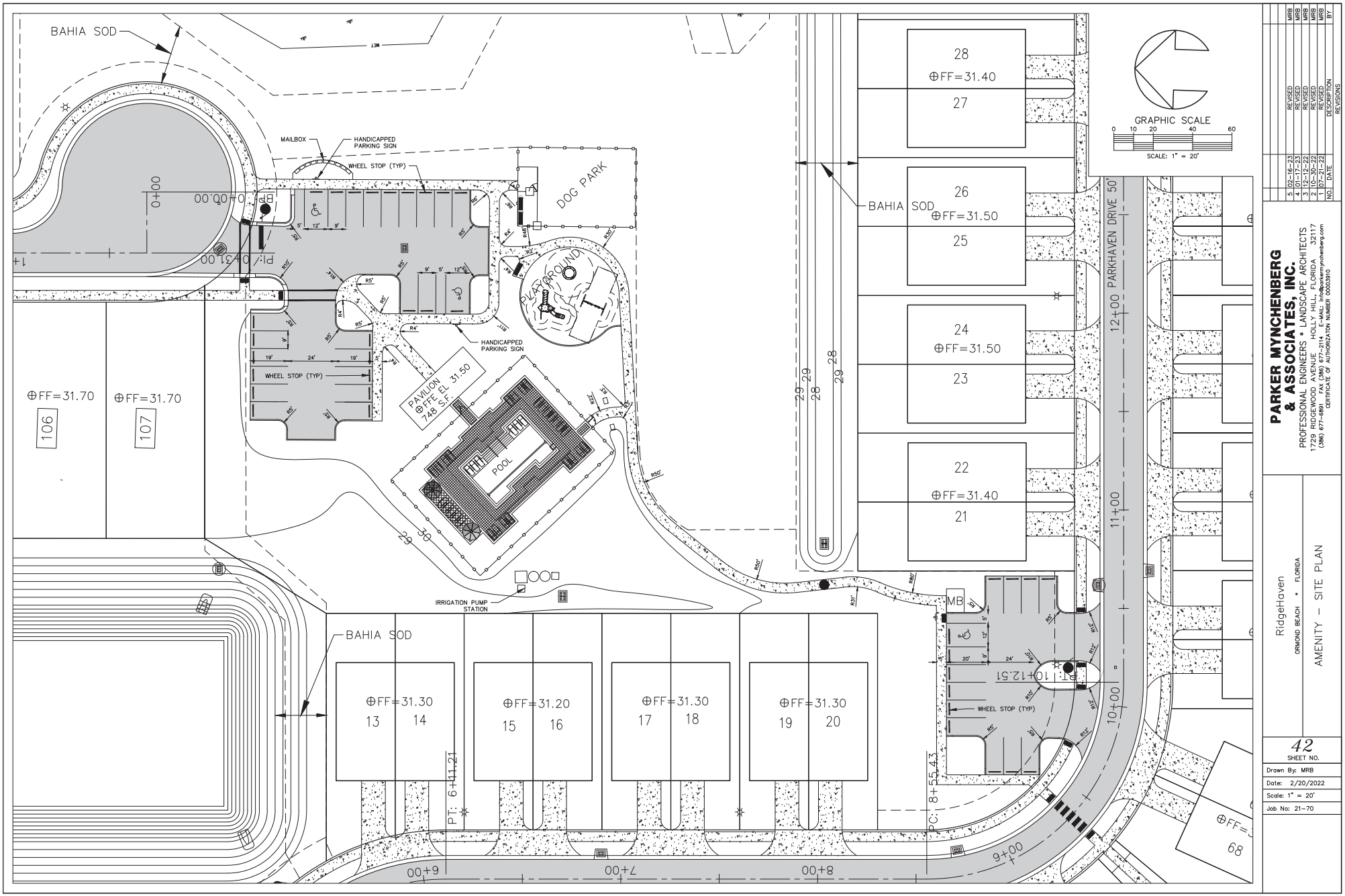
PARKER MYNCHENBERG & ASSOCIATES, INC.
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

RidgeHaven
ORMOND BEACH * FLORIDA

PAVING AND DRAINAGE DETAILS

33
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: NONE
Job No: 21-70



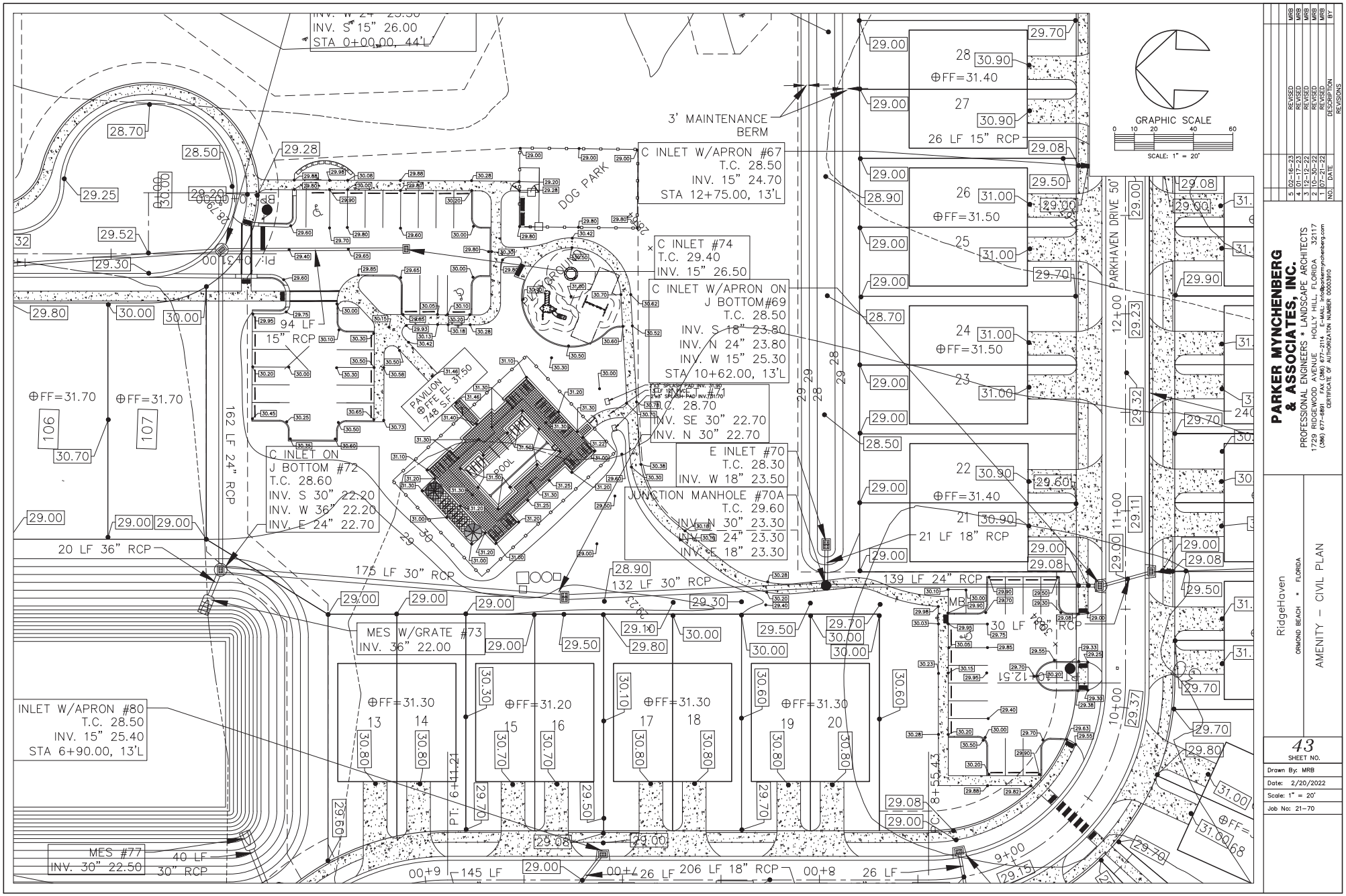
NO.	DATE	DESCRIPTION	BY
REVISIONS			
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

RidgeHaven
ORMOND BEACH * FLORIDA

AMENITY - SITE PLAN

SHEET NO.	42
Drawn By:	MRB
Date:	2/20/2022
Scale:	1" = 20'
Job No:	21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

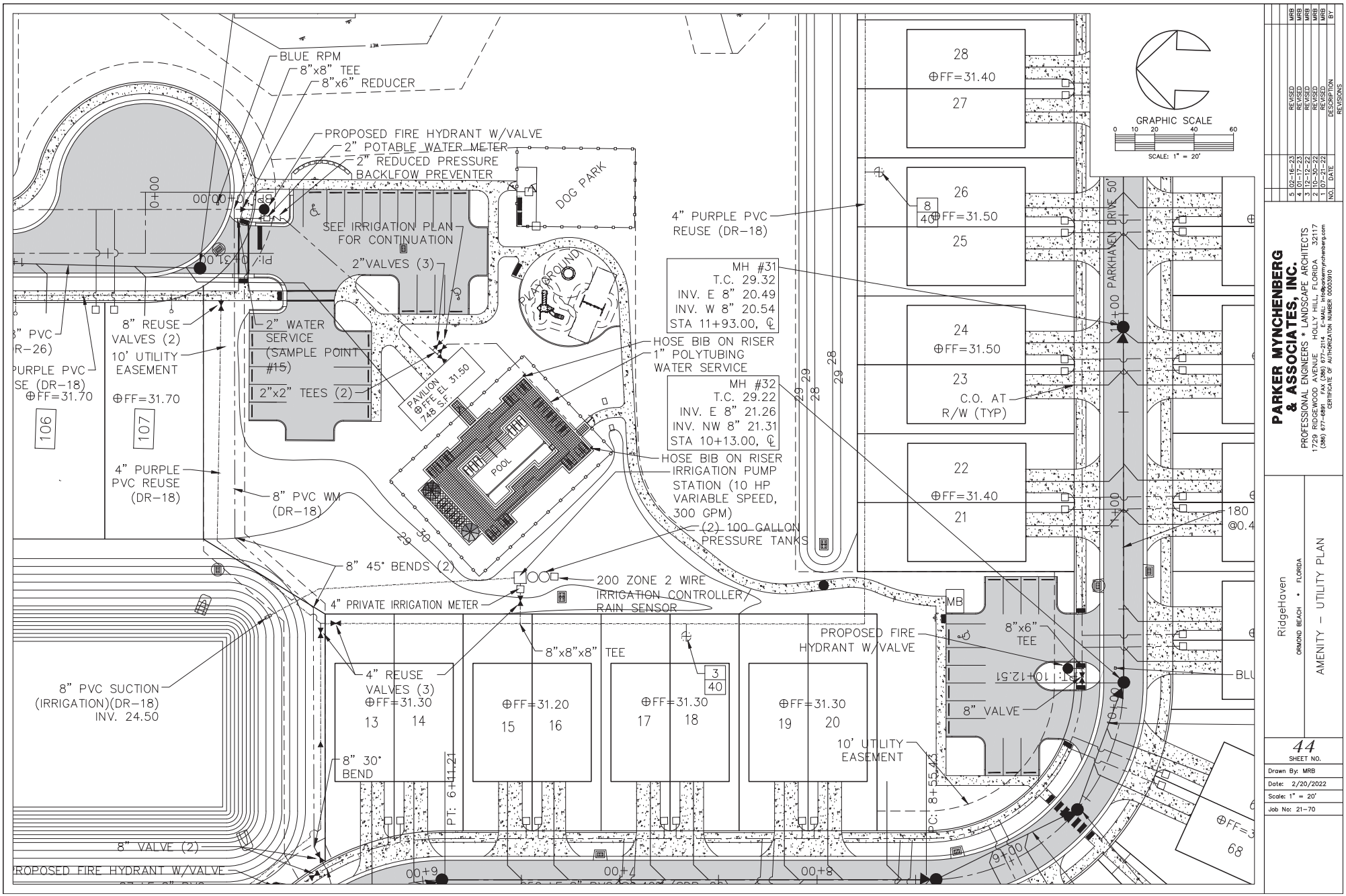
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

RidgeHaven
ORMOND BEACH * FLORIDA

AMENITY – CIVIL PLAN

43
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 20'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

RidgeHaven
ORMOND BEACH * FLORIDA

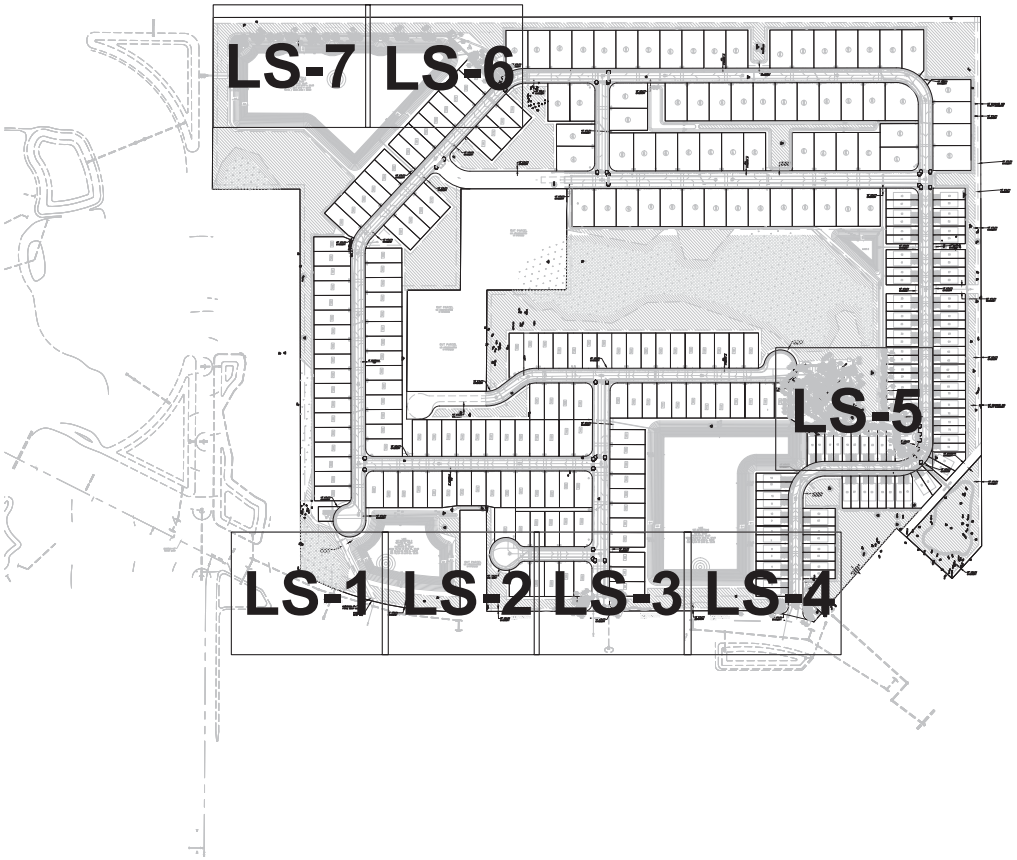
AMENITY - UTILITY PLAN

44
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 20'
Job No: 21-70

RIDGEHAVEN

LANDSCAPE ARCHITECTURE DOCUMENTS



INDEX PLAN

LANDSCAPE SHEET INDEX:

SHEET NO.:	DRAWING DESCRIPTION
LS-0	LANDSCAPE COVER SHEET
LS-1	LANDSCAPE PLAN
LS-2	LANDSCAPE PLAN
LS-3	LANDSCAPE PLAN
LS-4	LANDSCAPE PLAN
LS-5	LANDSCAPE PLAN
LS-6	LANDSCAPE PLAN
LS-7	LANDSCAPE PLAN
LS-8	LANDSCAPE SPECIFICATIONS AND DETAILS
LS-9	LANDSCAPE DETAILS

AMENITY TREE CREDITS:

(71)	Proposed 2.5–3" caliper trees (1 tree credit) =	71 Trees
(22)	Proposed 3.5–4" caliper trees (2 tree credit) =	44 Trees
(25)	Proposed Multi-Trunk trees trees (2 tree credit) =	50 Trees
(6)	Proposed Phoenix Palms (1:1) =	6 Trees
(19)	Proposed Palms (3:1) =	6 Trees
	TOTAL TREES PROVIDED:	177 Trees

Karl-Gustav M Soderholm
cn=Karl-Gustav M Soderholm, c=US, o=ENGLAND THIMS AND MILLER INC., email=soderholmk@etminc.com
I attest to the accuracy and integrity of this document
2022.12.13 16:56:21 -05'00'

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

PLANS PREPARED UNDER THE DIRECTION OF:
Karl M. Soderholm
L.A. NUMBER: LA 6666736

REVISIONS:
08-05-2022 – REVISED PER CITY COMMENTS
09-09-2022 – REVISED PER CITY COMMENTS
11-02-2022 – – –
12-13-2022 – REVISED PER CITY COMMENTS

ETM NO. 22-051
DRAWN BY: KMS
DESIGNED BY: KMS
CHECKED BY: KMS
DATE: April 2022

England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 642-8990
FAX: (904) 646-9485
CA - 0000384 LC - 0000316

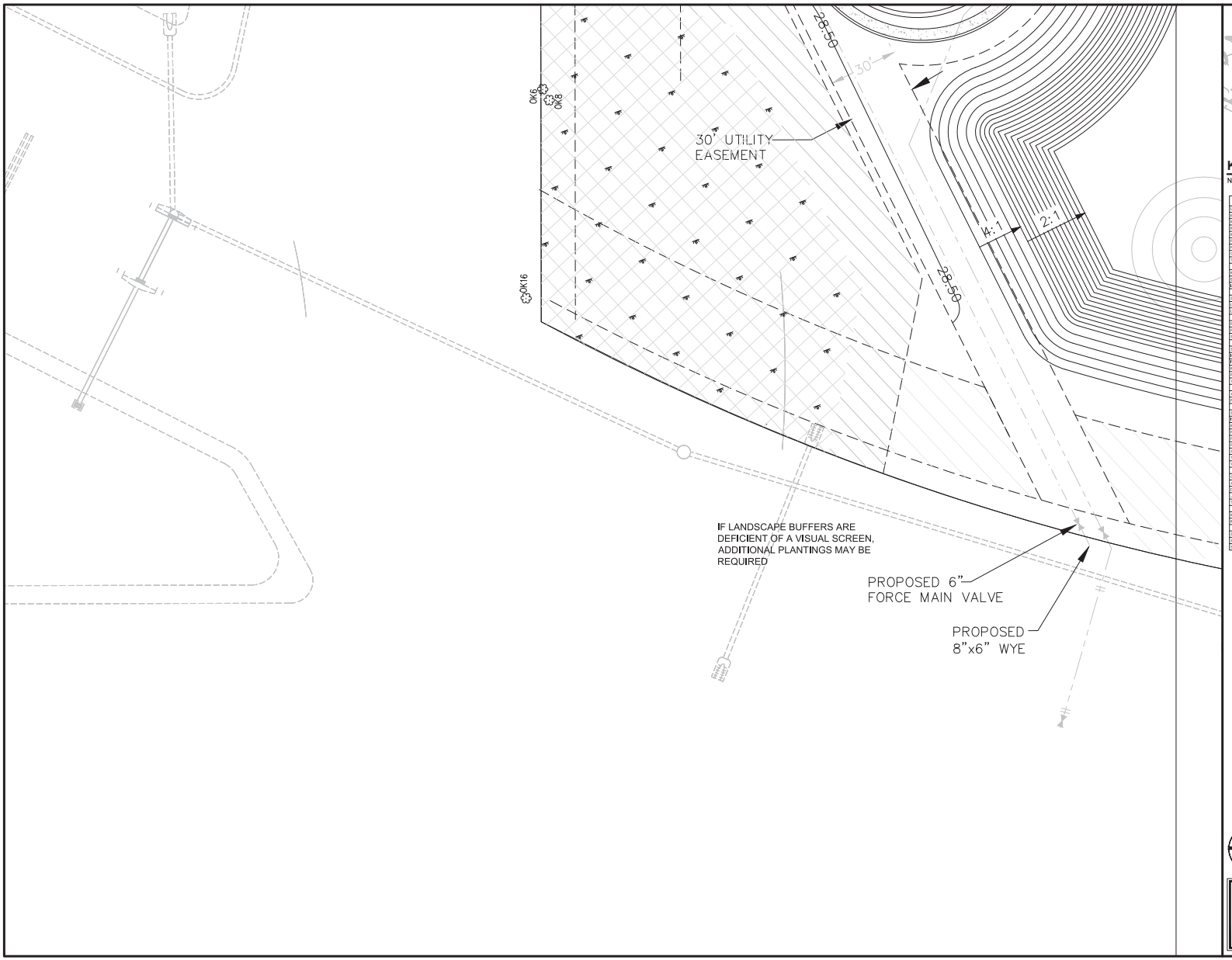
LANDSCAPE COVER

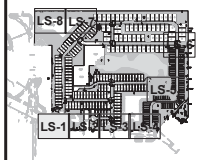
RIDGEHAVEN
FOR
RIDGEHAVEN, LLC

DRAWING NUMBER
LS-0

PLOTTED: December 13, 2022 – 4:28 PM, BY: Karl Soderholm

T:\2022\22-051\Landscape\Plot\22-051_LS PLOT.dwg





KEY MAP

N.T.S.

PLANT SCHEDULE	
LARGE TREES	COMMON NAME
BNS	DURA-HEAT RIVER BIRCH
MGx2	SOUTHERN MAGNOLIA
MGx4	SOUTHERN MAGNOLIA
MGx6	SOUTHERN MAGNOLIA
PEx4	BLUSH PINE
PO	AMERICAN SYCAMORE
QVx3	SOUTHERN LIVE OAK
TDx2	BALD CYPRESS
MEDIUM TREES	COMMON NAME
EO	JAPANESE BLUEBERRY TREE
IAE	EAST PALATKA HOLLY
SMALL TREES	COMMON NAME
LIM	LAVENDER CRAPE MYRTLE MULTI-TRUNK
LJT	JAPANESE PRIVET
PALM TREES	COMMON NAME
PS	MILO DATE PALM
SP	CABBAGE PALMETTO
SHRUBS	COMMON NAME
AE	AMISE
IVS	SCHILLINGS DWARF
MC	WAX MYRTLE
PM	JAPANESE YEW
VO	SWEET VIBURNUM
ACCENT PLANTS	COMMON NAME
PSS	LACY TREE PHILODENDRON
SHRUB AREAS	COMMON NAME
IVA	SCHILLINGS DWARF
MCA	PINK MUHLY
PXA	KANZOU
RA	APRICOT DRIFT ROSE
RIA	WHITE INDIAN HAWTHORN
RMA	SAND CORDGRASS
TTA	SWAMP FAKAHATCHEE GRASS
VDA	MRS.SCHILLERS DELIGHT WALTER'S VIBURNUM
GROUND COVERS	COMMON NAME
AA	BLUE LILY OF THE NILE
CTV	VARIEGATED FLAX LILY
JP	PARSONI JUNIPER
TA	ASIATIC JASMINE
MULCH	COMMON NAME
MULCH	PINE STRAW MULCH
SOD/SEED	COMMON NAME
SOD1	FLORITAM ST. AUGUSTINE SOD
SOD2	BAHIA GRASS

0' 10' 20' 40'
1"=20'-0"

811 KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

PLANS PREPARED UNDER THE DIRECTION OF:
Karl M. Soderholm
L.A. NUMBER: LA 0666736

REVISIONS:	
08-05-2022	REVISED PER CITY COMMENTS
09-29-2022	REVISED PER CITY COMMENTS
11-15-2022	REVISED PER CITY COMMENTS
12-13-2022	REVISED PER CITY COMMENTS

ETM NO. 22-051
DRAWN BY: KMS
DESIGNED BY: KMS
CHECKED BY: KMS
DATE: April 2022

Environmental Technology & Management, Inc.
9775 Gate Parkway • Jacksonville Road
Jacksonville, FL 32246
TEL: (904) 642-8990
FAX: (904) 448-4465
CA - 0000284 LC - 0000316

ETM Value • Experience • Results

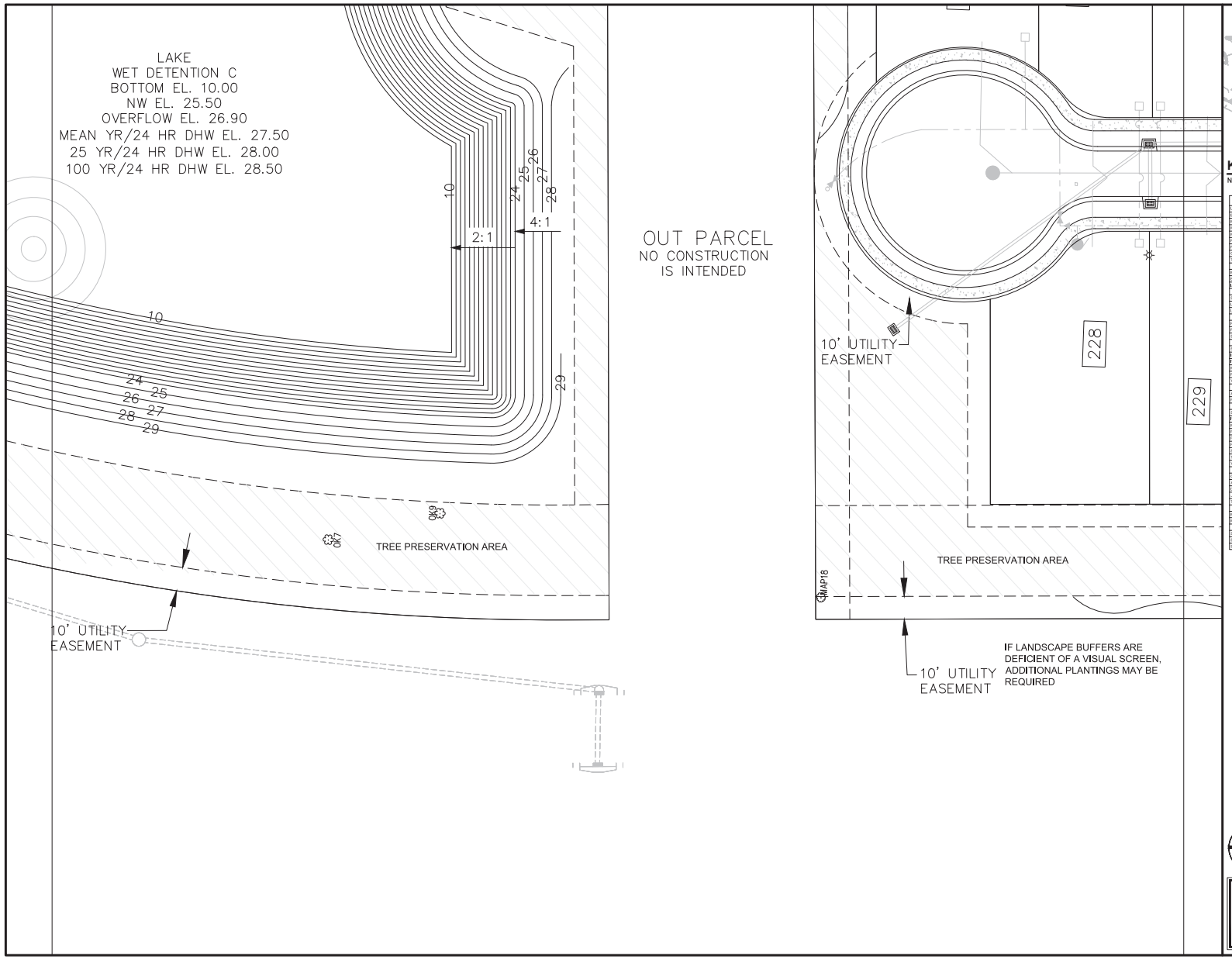
LANDSCAPE PLAN

RIDGEHAVEN FOR RIDGEHAVEN, LLC

DRAWING NUMBER
LS-1

PLOTTED: December 13, 2022 – 4:28 PM, BY: Karl Soderholm

T:\2022\22-051\Landscape\Plan\22-051_LS PLOT.dwg



KEY MAP
N.T.S.

PLANT SCHEDULE	
LARGE TREES	COMMON NAME
BNS	DURA-HEAT RIVER BIRCH
MGG4	SOUTHERN MAGNOLIA
MGG4	SOUTHERN MAGNOLIA
MGG4	SOUTHERN MAGNOLIA
PEA4	RUSH PINE
PO	AMERICAN SYCAMORE
QVO	SOUTHERN LIVE OAK
TDA4	BALD CYPRESS
MEDIUM TREES	COMMON NAME
EO	JAPANESE BLUEBERRY TREE
ME	EAST PALATKA HOLLY
SMALL TREES	COMMON NAME
LIM	LAVENDER CRAPE MYRTLE MULTI-TRUNK
LIT	JAPANESE PRIVET
PALM TREES	COMMON NAME
PS	MILD DATE PALM
SP	CABBAGE PALMETTO
SHRUBS	COMMON NAME
IY	ANISE
IVS	SCHILLINGS DWARF
MC	WAX MYRTLE
PO	JAPANESE YEW
VO	SWEET VIBURNUM
ACCENT PLANTS	COMMON NAME
PSS	LACY TREE PHILODENDRON
SHRUB AREAS	COMMON NAME
IVA	SCHILLINGS DWARF
MCA	PINK MUHLY
PXA	KANZOU
RA	APRICOT DRIFT ROSE
RIA	WHITE INDIAN HAWTHORN
RMA	SAND CORDGRASS
TTA	SWAMP FAKAHATCHEE GRASS
VOA	MRS.SCHILLERS DELIGHT WALTER'S VIBURNUM
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TA	ASIATIC JASMINE
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MULCH	PINE STRAW MULCH
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SOD1	FLORITAM ST. AUGUSTINE SOD
SOD2	BAHIA GRASS

0' 10' 20' 40'
1"=20'-0"

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- 12-13-2022 - REVISED PER CITY COMMENTS

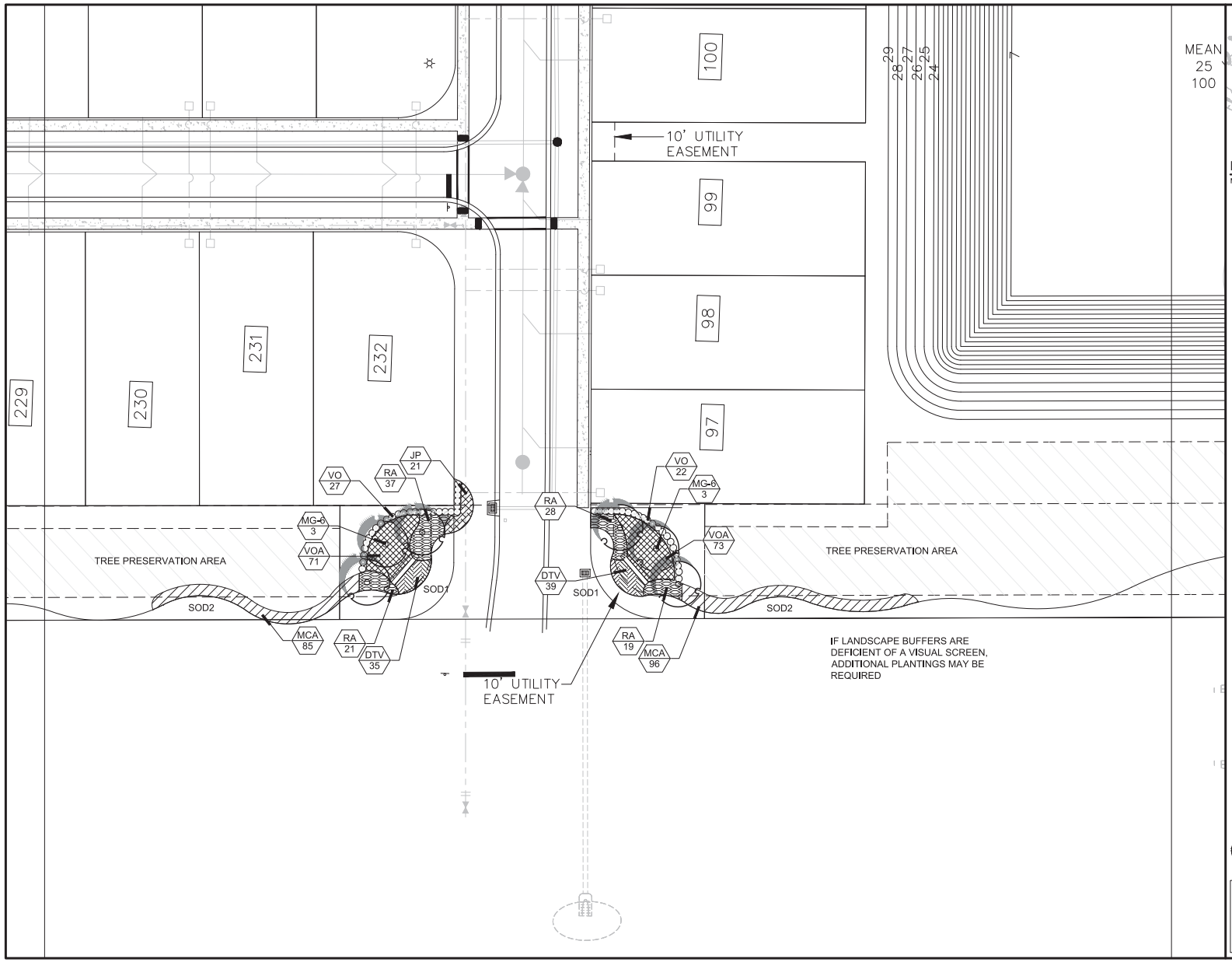
ETM NO. 22-051
DRAWN BY: KMS
DESIGNED BY: KMS
CHECKED BY: KMS
DATE: April 2022

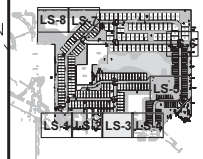
Environmental Technology & Management, Inc.
9775 Gate Parkway • Jacksonville Road
Jacksonville, FL 32246
TEL: (904) 642-8990
FAX: (904) 448-4455
CA - 6000284 LC - 0000316

LANDSCAPE PLAN
RIDGEHAVEN
FOR
RIDGEHAVEN, LLC

DRAWING NUMBER
LS-2

PLOTTED: December 13, 2022 - 4:28 PM, BY: Kori Soderholm
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KEY MAP

N.T.S.

PLANT SCHEDULE

LARGE TREES	COMMON NAME
BNR	DURA-HEAT RIVER BIRCH
MGx2	SOUTHERN MAGNOLIA
MGx3	SOUTHERN MAGNOLIA
MGx6	SOUTHERN MAGNOLIA
PEx4	BLUSH PINE
PO	AMERICAN SYCAMORE
QVx3	SOUTHERN LIVE OAK
TDx2	BALD CYPRESS
MEDIUM TREES	COMMON NAME
EG	JAPANESE BLUEBERRY TREE
ME	EAST PALATKA HOLLY
SMALL TREES	COMMON NAME
LIM	LAVENDER CRAPE MYRTLE MULTI-TRUNK
LIT	JAPANESE PRIVET
PALM TREES	COMMON NAME
PS	MILD DATE PALM
SP	CABBAGE PALMETTO
SHRUBS	COMMON NAME
IH	HINES
IVS	SCHILLINGS DWARF
MC	WAX MYRTLE
YU	JAPANESE YEW
VO	SWEET VIBURNUM
ACCENT PLANTS	COMMON NAME
PSS	LACY TREE PHILODENDRON
SHRUB AREAS	COMMON NAME
IVA	SCHILLINGS DWARF
MCA	PINK MUHLY
PXA	KANZOU
RA	APRICOT DRIFT ROSE
RIA	WHITE INDIAN HAWTHORN
RMA	BAND CORDGRASS
TTA	SWAMP FAKAHATCHEE GRASS
VOA	MRS.SCHILLERS DELIGHT WALTER'S VIBURNUM
GROUND COVERS	COMMON NAME
AA	BLUE LILY OF THE NILE
DTV	VARIEGATED FLAX LILY
JP	PARSONI JUNIPER
TA	ASIATIC JASMINE
MULCH	COMMON NAME
MULCH	PINE STRAW MULCH
SOD/SEED	COMMON NAME
SOD1	FLORATAM ST. AUGUSTINE SOD
SOD2	BAHIA GRASS

0' 10' 20' 40'
1"=20'-0"

811 KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

REVISIONS:
08-05-2022 – REVISED PER CITY COMMENTS
09-29-2022 – REVISED PER CITY COMMENTS
12-13-2022 – REVISED PER CITY COMMENTS

ETM NO. 22-051
DRAWN BY: KMS
DESIGNED BY: KMS
CHECKED BY: KMS
DATE: April 2022

PLANS PREPARED UNDER THE DIRECTION OF:
Karl M. Soderholm
L.A. NUMBER: LA 0666736

PLOTTED: December 13, 2022 – 4:29 PM, BY: Karl Soderholm

Environmental Technology & Management, Inc.
9179 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 642-8990
FAX: (904) 448-4465
CA - 8000284 LC - 0000316

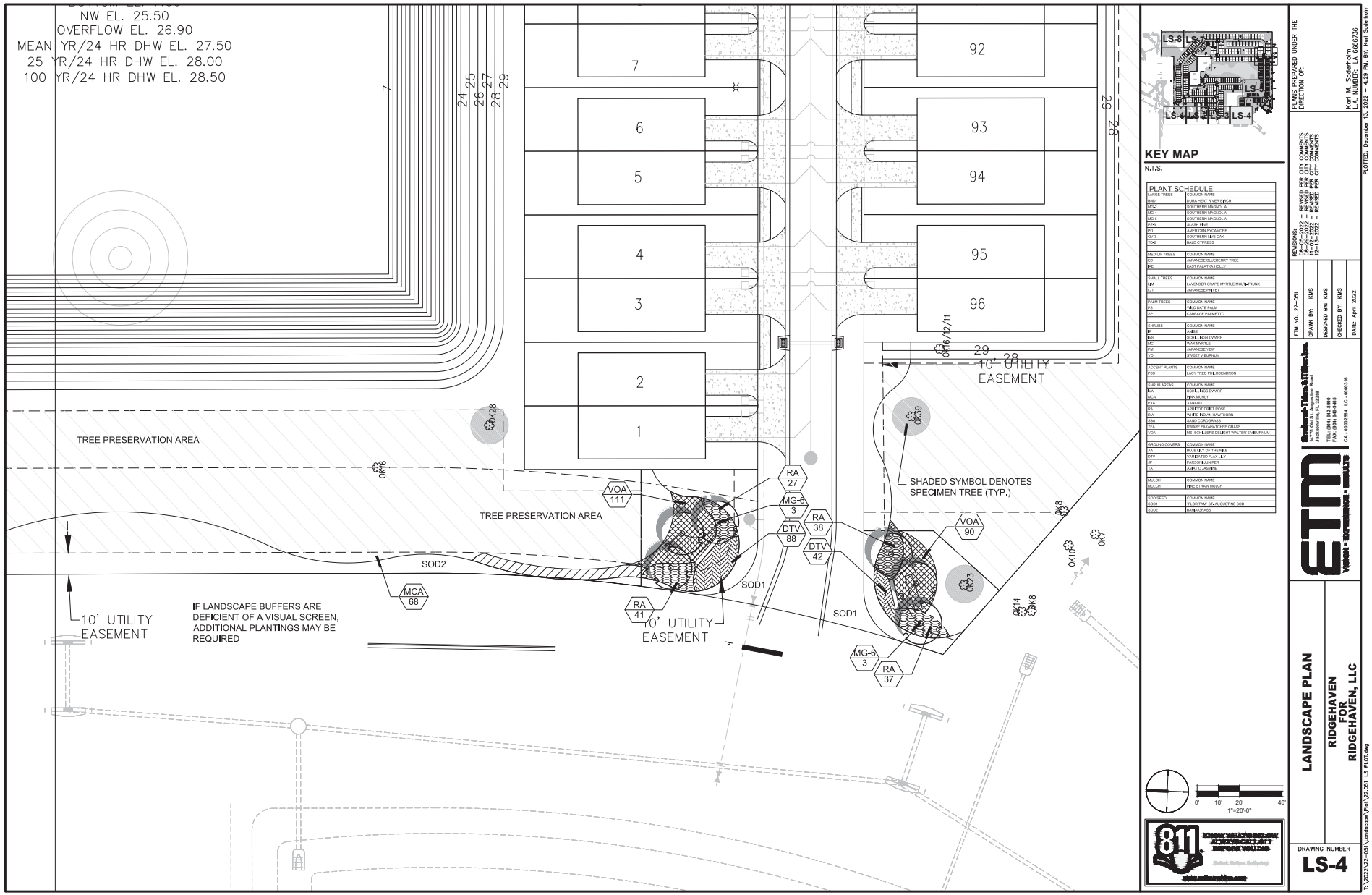
ETM
Values • Experience • Results

LANDSCAPE PLAN

RIDGEHAVEN FOR RIDGEHAVEN, LLC

DRAWING NUMBER
LS-3

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KEY MAP

N.T.S.

PLANT SCHEDULE

LARGE TREES	COMMON NAME
BNS	DURA-HEAT RIVER BIRCH
MGx2	SOUTHERN MAGNOLIA
MGx4	SOUTHERN MAGNOLIA
MGx6	SOUTHERN MAGNOLIA
PEx4	RUSH PINE
PO	AMERICAN SYCAMORE
QVx3	SOUTHERN LIVE OAK
TDx4	BALD CYPRESS
MEDIUM TREES	COMMON NAME
EO	JAPANESE BLUEBERRY TREE
ME	EAST PALATKA HOLLY
SMALL TREES	COMMON NAME
LIM	LAVENDER CRAPE MYRTLE MULTI-TRUNK
LIT	JAPANESE PRIVET
PALM TREES	COMMON NAME
PS	MILD DATE PALM
SP	CABBAGE PALMETTO
SHRUBS	COMMON NAME
BI	AMIS
IVS	SCHILLINGS DWARF
MC	WAX MYRTLE
TM	JAPANESE YEW
VO	SWEET VIBURNUM
ACCENT PLANTS	COMMON NAME
PSS	LACY TREE PHILODENDRON
SHRUB AREAS	COMMON NAME
IVA	SCHILLINGS DWARF
MCA	PINK MUHLY
PXA	KANZOU
RA	APRICOT DRIFT ROSE
RIA	WHITE INDIAN HAWTHORN
RMA	BAND CORDGRASS
TTA	SWAMP FAKAHATCHEE GRASS
VOA	MRS.SCHILLERS DELIGHT WALTER'S VIBURNUM
GROUND COVERS	COMMON NAME
AA	BLUE LILY OF THE NILE
DTV	VARIEGATED FLAX LILY
JP	PARSONI JUNIPER
TA	ASIATIC JASMINE
MULCH	COMMON NAME
MULCH	PINE STRAW MULCH
SOD/SEED	COMMON NAME
SOD1	FLORITAM ST. AUGUSTINE SOD
SOD2	BAHIA GRASS

PLANS PREPARED UNDER THE DIRECTION OF:
Kori M. Soderholm
L.A. NUMBER: LA 0666736

REVISIONS:
- 08-05-2022 – REVISED PER CITY COMMENTS
- 09-29-2022 – REVISED PER CITY COMMENTS
- 12-13-2022 – REVISED PER CITY COMMENTS

ETM NO. 22-051
DRAWN BY: KMS
DESIGNED BY: KMS
CHECKED BY: KMS
DATE: April 2022

Environmental Tectonics, Inc.
9775 Gate Parkway • Jacksonville Road
Jacksonville, FL 32246
TEL: (904) 642-8990
FAX: (904) 448-4455
CA - 00002384 LC - 0000316

ETM Vision • Experience • Results

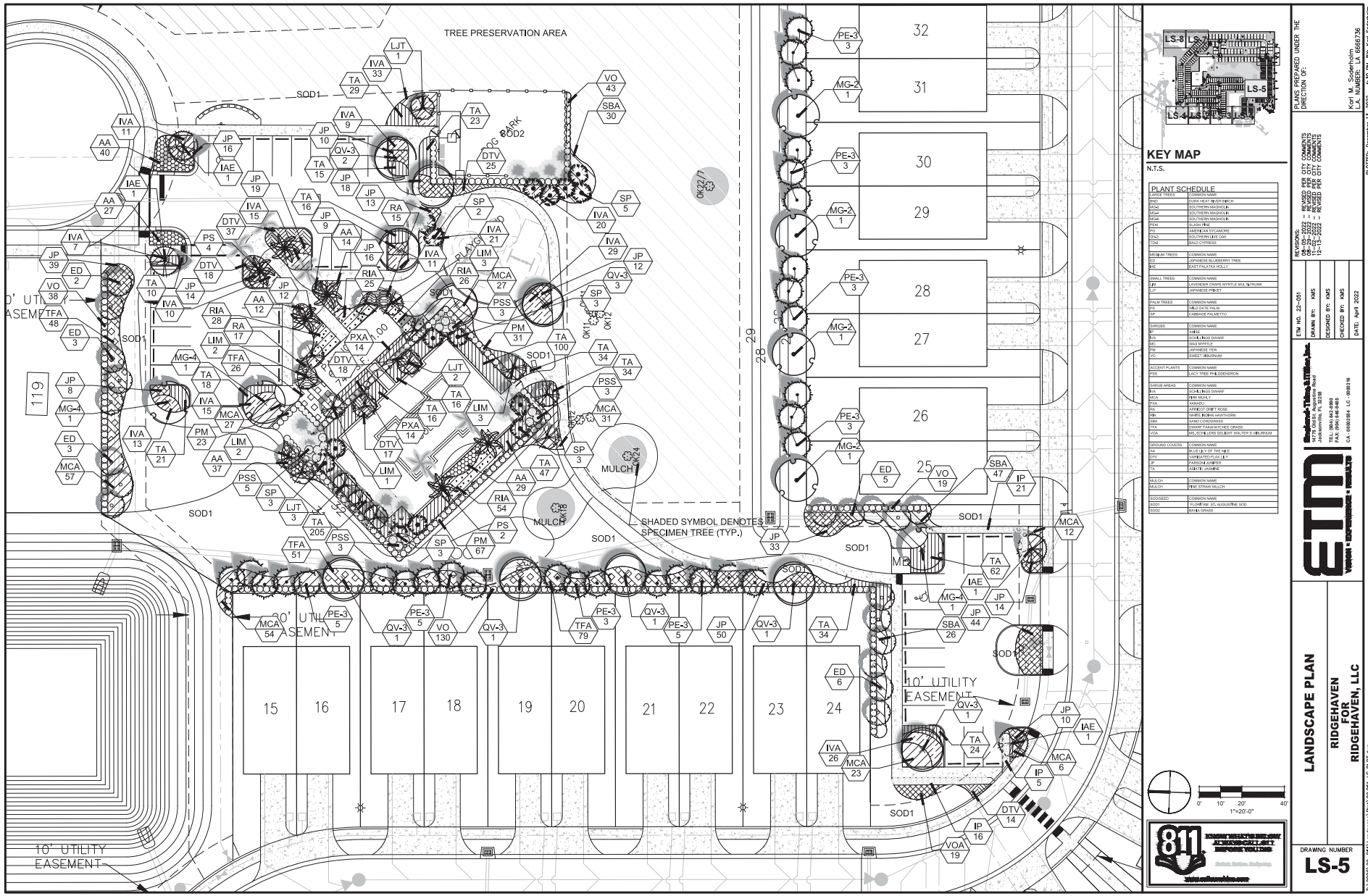
LANDSCAPE PLAN

RIDGEHAVEN
FOR
RIDGEHAVEN, LLC

DRAWING NUMBER
LS-4

PLOTTED: December 13, 2022 – 4:29 PM, BY: Kori Soderholm

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PLANS PREPARED UNDER THE DIRECTION OF:
Kari M. Soderholm
L.A. NUMBER: LA 0666736
PLOTTED: December 13, 2022 – 4:35 PM, BY: Kari Soderholm

REVISIONS:
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09-29-2022 – REVISED PER CITY COMMENTS
12-13-2022 – REVISED PER CITY COMMENTS

ETM NO. 22-051
DRAWN BY: KMS
DESIGNED BY: KMS
CHECKED BY: KMS
DATE: April 2022

Environmental Technology & Management, Inc.
9179 Old St. Augustine Road
Jacksonville, FL 32258
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FAX: (904) 448-4455
CA - 0000284 LC - 0000316

LANDSCAPE PLAN
RIDGEHAVEN
FOR
RIDGEHAVEN, LLC

DRAWING NUMBER
LS-5

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KEY MAP
N.T.S.

PLANT SCHEDULE

LARGE TREES	COMMON NAME
BND	DURA-HEAT RIVER BIRCH
MGx2	SOUTHERN MAGNOLIA
MGx4	SOUTHERN MAGNOLIA
MGx6	SOUTHERN MAGNOLIA
PEx4	RUSH PINE
PO	AMERICAN SYCAMORE
QV-3	SOUTHERN LIVE OAK
TD-2	BALD CYPRESS
MEDIUM TREES	COMMON NAME
EO	JAPANESE BLUEBERRY TREE
ME	EAST PALATKA HOLLY
SMALL TREES	COMMON NAME
LIM	LAVENDER CRAPE MYRTLE MULTI-TRUNK
LP	JAPANESE PRIVET
PALM TREES	COMMON NAME
PS	MILD DATE PALM
SP	CABBAGE PALMETTO
SHRUBS	COMMON NAME
IP	HOLLY
IVS	SCHILLINGS DWARF
MC	WAX MYRTLE
TO	JAPANESE TEA
VO	SWEET VIBURNUM
ACCENT PLANTS	COMMON NAME
PSS	LACY TREE PHILODENDRON
SHRUB AREAS	COMMON NAME
IVA	SCHILLINGS DWARF
MCA	PINK MUHLY
PXA	KANZOU
RA	APRICOT DRIFT ROSE
RIA	WHITE INDIAN HAWTHORN
RMA	SAND CORDGRASS
TFA	SWAMP FAKAHATCHEE GRASS
VOA	MR. SCHILLERS DELIGHT WALTER'S VIBURNUM
GROUND COVERS	COMMON NAME
AA	BLUE LILY OF THE NILE
DTV	VARIEGATED FLAX LILY
JP	PARSONI JUNIPER
TA	ASIATIC JASMINE
MULCH	COMMON NAME
MULCH	PINE STRAW MULCH
SOD/SEED	COMMON NAME
SOD1	FLORATAM ST. AUGUSTINE SOD
SOD2	BAHIA GRASS

0' 10' 20' 40'
1"=20'-0"

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PLANS PREPARED UNDER THE DIRECTION OF:
Karl M. Soderholm
L.A. NUMBER: LA 0666736

REVISIONS:
05-05-2022 – REVISED PER CITY COMMENTS
09-29-2022 – REVISED PER CITY COMMENTS
12-13-2022 – REVISED PER CITY COMMENTS

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DRAWN BY: KMS
DESIGNED BY: KMS
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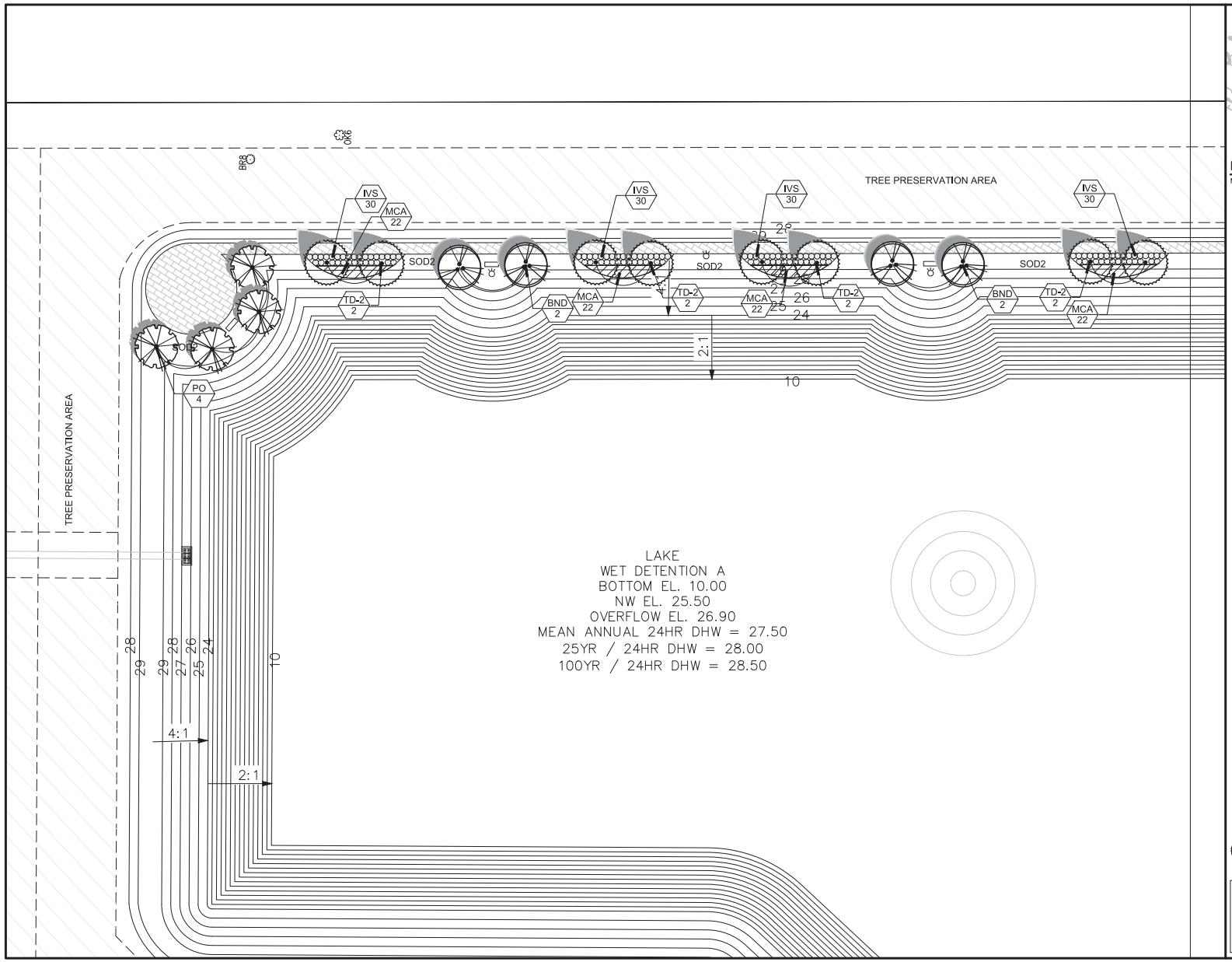
Environmental Technology & Management, Inc.
9775 Gate Parkway • Jacksonville Road
Jacksonville, FL 32246
TEL: (904) 642-8990
FAX: (904) 448-4455
CA - 0000284 LC - 0000316

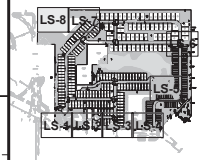
LANDSCAPE PLAN
RIDGEHAVEN
FOR
RIDGEHAVEN, LLC

DRAWING NUMBER
LS-6

PLOTTED: December 13, 2022 – 4:35 PM, BY: Karl Soderholm

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KEY MAP
N.T.S.

PLANT SCHEDULE

LARGE TREES	COMMON NAME
BND	DURA-HEAT RIVER BIRCH
MGx2	SOUTHERN MAGNOLIA
MGx4	SOUTHERN MAGNOLIA
MGx6	SOUTHERN MAGNOLIA
PEx4	SLASH PINE
PO	AMERICAN SYCAMORE
QVx3	SOUTHERN LIVE OAK
TDx2	BALD CYPRESS
MEDIUM TREES	COMMON NAME
EO	JAPANESE BLUEBERRY TREE
ME	EAST PALATKA HOLLY
SMALL TREES	COMMON NAME
LIM	LAVENDER CRAPE MYRTLE MULTI-TRUNK
LJT	JAPANESE PRIVET
PALM TREES	COMMON NAME
PS	MILD DATE PALM
SP	CABBAGE PALMETTO
SHRUBS	COMMON NAME
DI	ANISE
IVS	SCHILLINGS DWARF
MC	WAX MYRTLE
YG	JAPANESE YEW
VO	SWEET VIBURNUM
ACCENT PLANTS	COMMON NAME
PSS	LACY TREE PHILODENDRON
SHRUB AREAS	COMMON NAME
IVA	SCHILLINGS DWARF
MCA	PINK MUHLY
PXA	KANZOU
RA	APRICOT DRIFT ROSE
RIA	WHITE INDIAN HAWTHORN
RMA	SAND CORDGRASS
TTA	SWAMP FAKAHATCHEE GRASS
VOA	MRS.SCHILLERS DELIGHT WALTER'S VIBURNUM
GROUND COVERS	COMMON NAME
AA	BLUE LILY OF THE NILE
DTV	VARIEGATED FLAX LILY
JP	PARSONI JUNIPER
TA	ASIATIC JASMINE
MULCH	COMMON NAME
MULCH	PINE STRAW MULCH
SOD/SEED	COMMON NAME
SOD1	FLORATAM ST. AUGUSTINE SOD
SOD2	BAHIA GRASS

0' 10' 20' 40'
1"=20'-0"

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PLANS PREPARED UNDER THE DIRECTION OF:
Karl M. Soderholm
L.A. NUMBER: LA 0666736

REVISIONS:
- 08-05-2022 – REVISED PER CITY COMMENTS
- 09-29-2022 – REVISED PER CITY COMMENTS
- 12-13-2022 – REVISED PER CITY COMMENTS

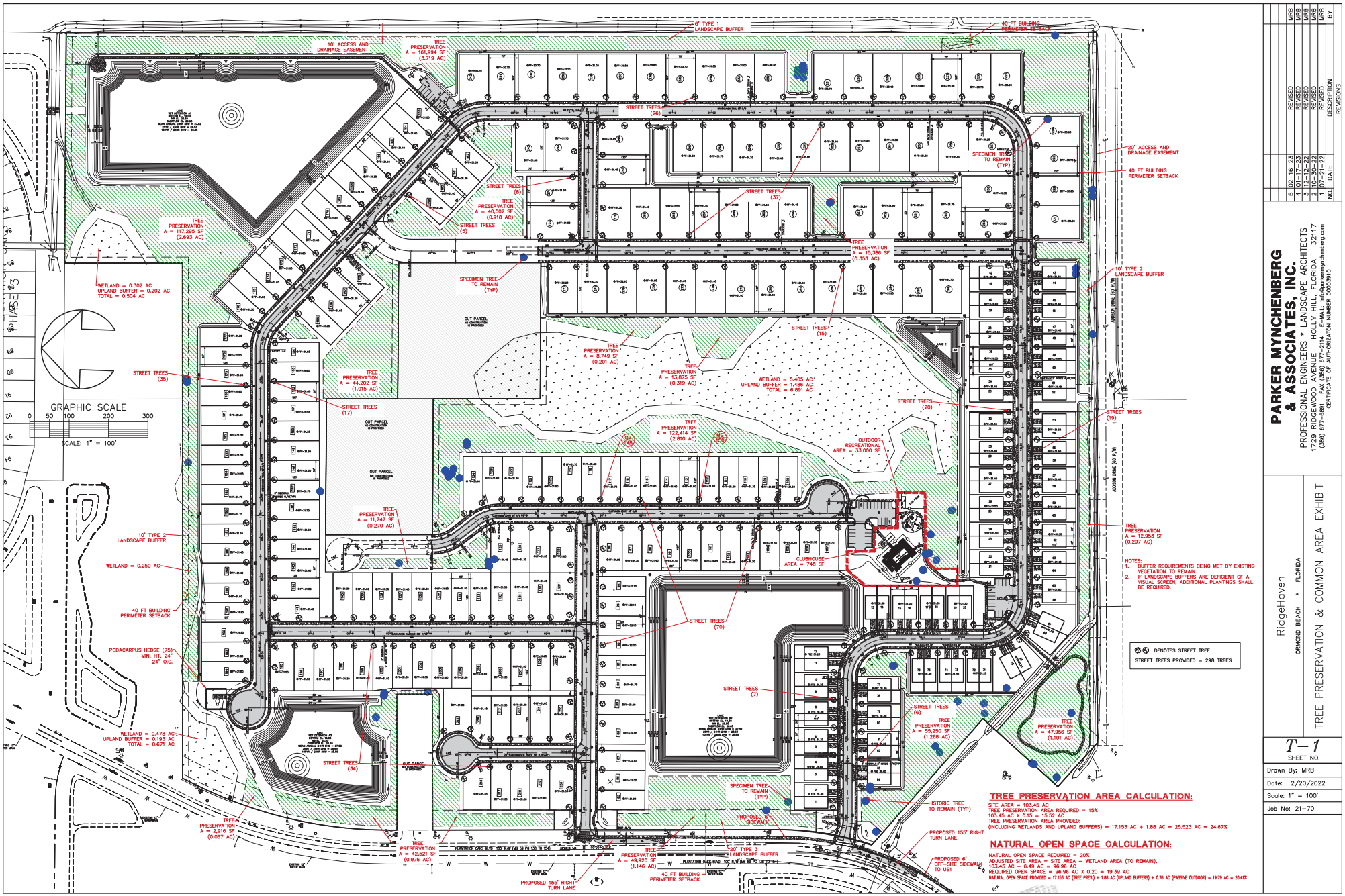
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DRAWN BY: KMS
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9775 Gate Parkway • Jacksonville Road
Jacksonville, FL 32246
TEL: (904) 642-8990
FAX: (904) 448-4455
CA - 0000284 LC - 0000316

LANDSCAPE PLAN
RIDGEHAVEN
FOR
RIDGEHAVEN, LLC

DRAWING NUMBER
LS7

PLOTTED: December 13, 2022 – 4:30 PM, BY: Karl Soderholm
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NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

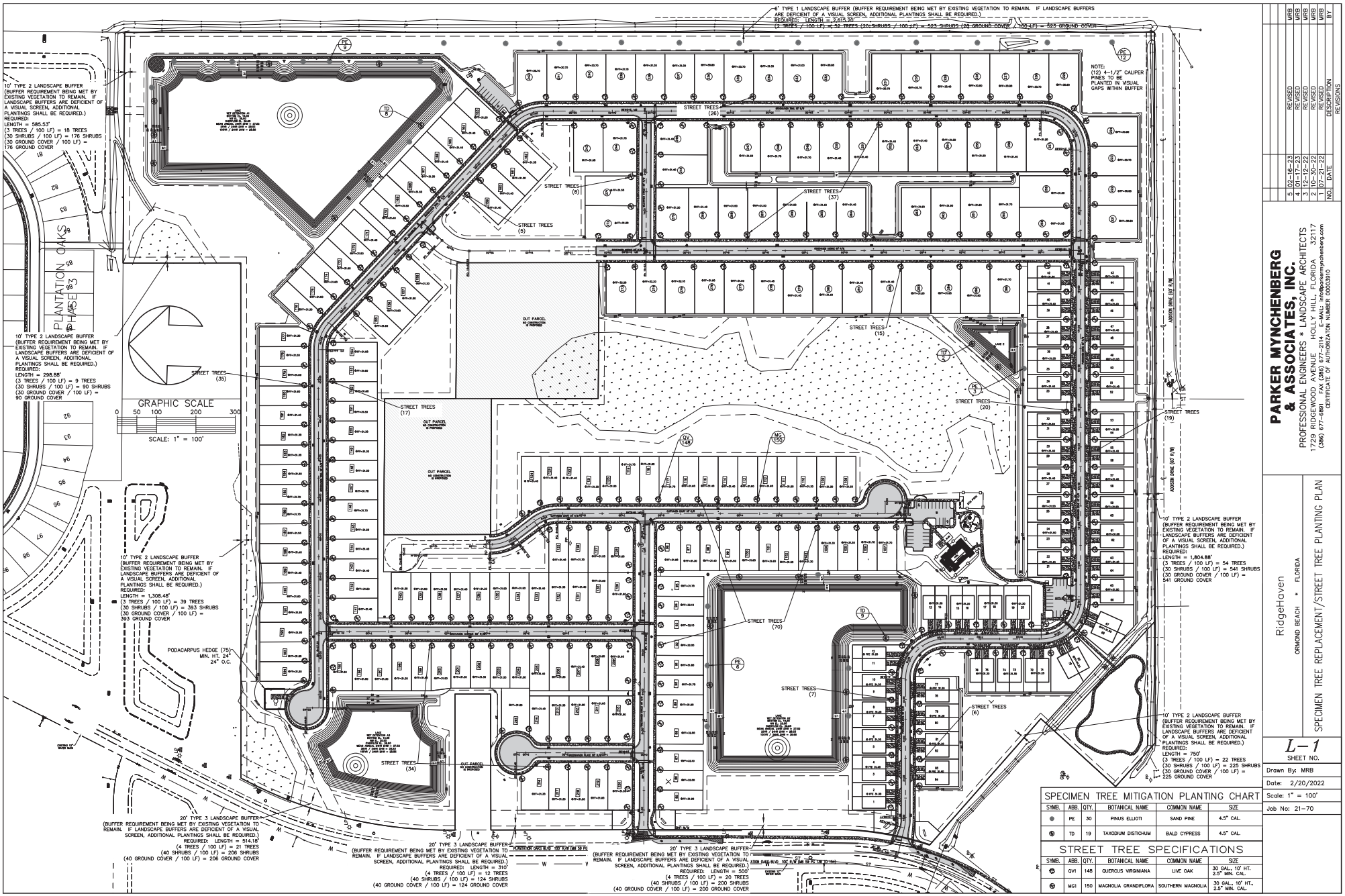
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

RidgeHaven
ORMOND BEACH * FLORIDA

TREE PRESERVATION & COMMON AREA EXHIBIT

T-1
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 100'
Job No: 21-70



SPECIMEN TREE MITIGATION PLANTING CHART

SYMB.	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	PE	30	PINUS ELLIOTI	SAND PINE	4.5" CAL.
	TD	19	TAXODIUM DISTICHUM	BALD CYPRESS	4.5" CAL.

STREET TREE SPECIFICATIONS

SYMB.	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	QV1	148	QUERCUS VIRGINIANA	LIVE OAK	30 GAL., 10' HT., 2.5" MIN. CAL.
	MG1	150	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	30 GAL., 10' HT., 2.5" MIN. CAL.

NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

RidgeHaven
ORMOND BEACH * FLORIDA

SPECIMEN TREE REPLACEMENT/STREET TREE PLANTING PLAN

L-1
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 100'
Job No: 21-70

RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 23, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE; 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1804.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°49'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 149.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 426.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; SAID NON TANGENT CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 763.96 FEET, A CENTRAL ANGLE OF 18° 21'39" AND A CHORD BEARING OF N07°02'04"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 244.82 FEET TO THE POINT OF TANGENCY; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 874.48 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHEAST CORNER OF SAID LOT 3; THENCE S87°51'51"W ALONG THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO A BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY ; THENCE N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED ON MAP BOOK 59, PAGES 138–154; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE N88°19'26"E, 345.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S02°05'34"E, 361.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 25; THENCE S88°15'13"W, 345.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N02°06'23"W, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 25, BEING THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 24; THENCE S88°18'23"W, 345.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N02°07'12"W, 271.46 FEET TO THE POINT OF BEGINNING.

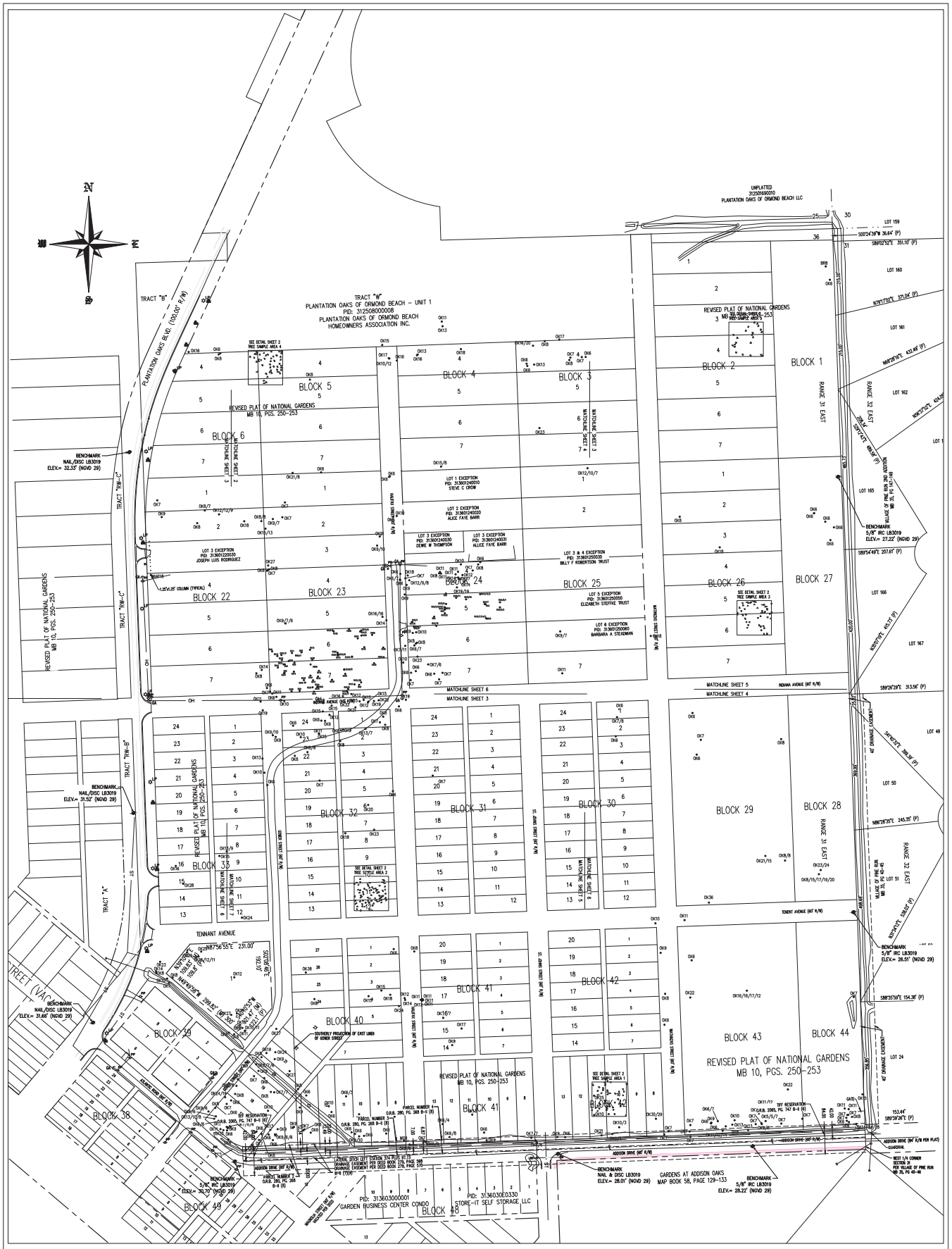
THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.

SURVEYORS NOTES

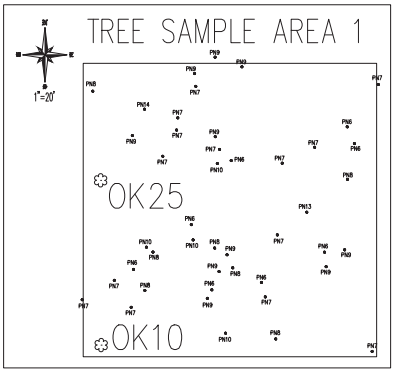
1. NOTICE: THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT #1016422; ISSUING OFFICE #3714601, FILE #2832–17 DATED FEBRUARY 10, 2021 AT 11:00 PM..
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF SECTION 36 BEING S02°04'48E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER NGS MONUMENT DESIGNATION X–226 HAVING A PUBLISHED ELEVATION OF 29.48' NAVD 88. (NGVD 30.573 FEET)
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0203K. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"=500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. THE PORTION OF PENNSYLVANIA AVENUE SHOWN HEREON AS VACATED (PER ORB 5498, PAGE 1745)(VOLUSIA COUNTY RESOLUTION 2005–15) HAS BEEN INCLUDED IN THIS BOUNDARY SURVEY ALTHOUGH IT WAS NOT INCLUDED IN THE DESCRIPTION PROVIDED BY THE TITLE COMPANY IN THE COMMITMENT SHOWN IN NOTE #1 ABOVE.
10. THE VERTICAL RELIEF SHOWN HEREON IS BASED ON A GROUND SURVEY PERFORMED BY SLIGER & ASSOCIATES, INC.

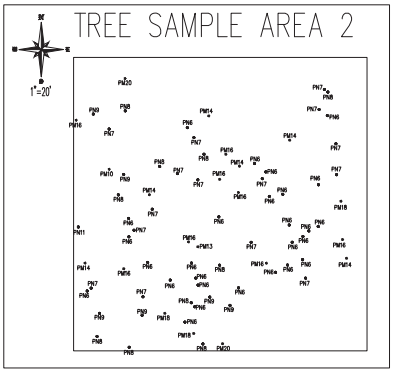
TOTAL GROSS LAND AREA:
3,092,627 SQUARE FEET OR
70.997 ACRES, MORE OR LESS

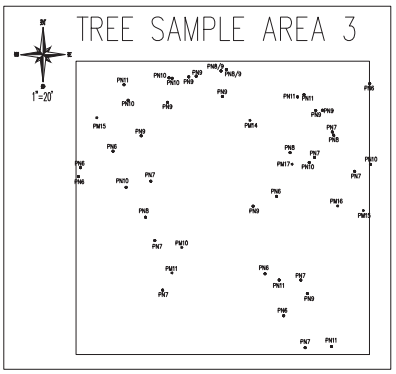

TRACT "W"
PLANTATION OAKS OF ORMOND BEACH – UNIT 1
PID: 3125080000008
PLANTATION OAKS OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.
TRACT W PLAN OAKS
TRACT "B"
PLANTATION OAKS BLVD. (100.00' R/W)
SOUTH LINE, TRACT W PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
S88°58'56"W 1307.40' (P)
N87°55'16"E 1308.48' (M)
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS MB10, PG's 250-253 AND NORTH LINE OF SECTION 36
N88°20'29"E 585.53' (M) 585° (P)
S02°24'28"W 36.64' (P)
S89°02'54"E 351.10' (P)
LOT 159
LOT 160
LOT 161
LOT 162
LOT 165
LOT 166
LOT 167
LOT 49
LOT 50
LOT 51
LOT 52
LOT 24
LOT 1
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 22
BLOCK 23
BLOCK 24
BLOCK 25
BLOCK 26
BLOCK 27
BLOCK 28
BLOCK 29
BLOCK 30
BLOCK 31
BLOCK 32
BLOCK 33
BLOCK 38
BLOCK 39
BLOCK 40
BLOCK 41
BLOCK 42
BLOCK 43
BLOCK 44
BLOCK 48
BLOCK 49
(B) A=514.18' R=1096.00' L=514.18' CB=S11°17'38"E CH=509.48'
EASTERLY RIGHT OF WAY LINE, PLANTATION OAKS BOULEVARD, "FORMALLY BROADWAY" 100.00 FOOT WIDE RIGHT OF WAY" PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
NORTHERLY LINE, LOT 1, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°21'33"W 345.20'
LOT 2 EXCEPTION PID: 313601240001 ALICE FAYE BARR
LOT 3 EXCEPTION PID: 313601240001 ALICE FAYE BARR
LOT 3 EXCEPTION PID: 313601240001 DENNIS W THOMPSON
NORTHERLY LINE, LOT 3, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°19'26"W 345.16'
LOT 3 & 4 EXCEPTION PID: 313601250009 BILLY F ROBERTSON TRUST
LOT 5 EXCEPTION PID: 313601250050 ELIZABETH STREYFAE TRUST
SOUTHERLY LINE, LOT 3, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°18'23"W 345.14'
SOUTHERLY LINE, LOT 6, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°15'13"W 345.07'
MONUMENTED NORTHERLY LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S87°51'51"W 345.14'
N87°48'07"E 345.12'
MONUMENTED SOUTHERLY LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
MONUMENTED EASTERLY LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
N02°07'59"W 90.47'
EASTERLY LINE, LOT 3, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
N02°06'23"W 271.46'
EASTERLY LINE, LOT 6, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
N02°06'23"W 271.15'
REVISED PLAT OF NATIONAL GARDENS MB 10, PGS. 250-253
TRACT "RW-C"
TRACT "RW-B"
TRACT "RW-A"
BENCHMARK NAIL/DISC LB3019 ELEV.= 31.33' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 34.52' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 26.22' (NAVD 88)
BENCHMARK 5/8" IRC LB3019 ELEV.= 25.51' (NAVD 88)
BENCHMARK NAIL & DISC LB3019 ELEV.= 27.01' (NAVD 88)
BENCHMARK 5/8" IRC LB3019 ELEV.= 27.22' (NAVD 88)
BENCHMARK NAIL & DISC LB3019 ELEV.= 29.70' (NAVD 88)
INDIANA AVE.
TENNANT AVENUE
TENNANT AVENUE (60' R/W)
ADDISON DRIVE (60' R/W)
ADDISON DRIVE (84' R/W PER PLAT)
QUANAPAW
NORTHERLY RIGHT OF WAY LINE, ADDISON DRIVE 60.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S87°52'26"W 1804.88' (M)
EASTERLY RIGHT OF WAY LINE, GOWER STREET 60.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
SOUTHERLY PROJECTION OF EAST LINE OF GOWER STREET
NORTHERLY RIGHT OF WAY LINE, ATLANTIC ROAD 60.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S49°49'07"E 149.89'
PARCEL NUMBER 4 O.R.B. 2005, PG. 748 B-4 (R)
PARCEL NUMBER 5 O.R.B. 2005, PG. 748 B-5 (R)
PARCEL NUMBER 6 O.R.B. 2005, PG. 748 B-6 (R)
PARCEL NUMBER 7 O.R.B. 2005, PG. 748 B-7 (R)
PARCEL NUMBER 8 O.R.B. 2005, PG. 748 B-8 (R)
PARCEL NUMBER 9 O.R.B. 2005, PG. 748 B-9 (R)
PARCEL NUMBER 10 O.R.B. 2005, PG. 748 B-10 (R)
PARCEL NUMBER 11 O.R.B. 2005, PG. 748 B-11 (R)
PARCEL NUMBER 12 O.R.B. 2005, PG. 748 B-12 (R)
PARCEL NUMBER 13 O.R.B. 2005, PG. 748 B-13 (R)
PARCEL NUMBER 14 O.R.B. 2005, PG. 748 B-14 (R)
PARCEL NUMBER 15 O.R.B. 2005, PG. 748 B-15 (R)
PARCEL NUMBER 16 O.R.B. 2005, PG. 748 B-16 (R)
PARCEL NUMBER 17 O.R.B. 2005, PG. 748 B-17 (R)
PARCEL NUMBER 18 O.R.B. 2005, PG. 748 B-18 (R)
PARCEL NUMBER 19 O.R.B. 2005, PG. 748 B-19 (R)
PARCEL NUMBER 20 O.R.B. 2005, PG. 748 B-20 (R)
PARCEL NUMBER 21 O.R.B. 2005, PG. 748 B-21 (R)
PARCEL NUMBER 22 O.R.B. 2005, PG. 748 B-22 (R)
PARCEL NUMBER 23 O.R.B. 2005, PG. 748 B-23 (R)
PARCEL NUMBER 24 O.R.B. 2005, PG. 748 B-24 (R)
PARCEL NUMBER 25 O.R.B. 2005, PG. 748 B-25 (R)
PARCEL NUMBER 26 O.R.B. 2005, PG. 748 B-26 (R)
PARCEL NUMBER 27 O.R.B. 2005, PG. 748 B-27 (R)
PARCEL NUMBER 28 O.R.B. 2005, PG. 748 B-28 (R)
PARCEL NUMBER 29 O.R.B. 2005, PG. 748 B-29 (R)
PARCEL NUMBER 30 O.R.B. 2005, PG. 748 B-30 (R)
PARCEL NUMBER 31 O.R.B. 2005, PG. 748 B-31 (R)
PARCEL NUMBER 32 O.R.B. 2005, PG. 748 B-32 (R)
PARCEL NUMBER 33 O.R.B. 2005, PG. 748 B-33 (R)
PARCEL NUMBER 34 O.R.B. 2005, PG. 748 B-34 (R)
PARCEL NUMBER 35 O.R.B. 2005, PG. 748 B-35 (R)
PARCEL NUMBER 36 O.R.B. 2005, PG. 748 B-36 (R)
PARCEL NUMBER 37 O.R.B. 2005, PG. 748 B-37 (R)
PARCEL NUMBER 38 O.R.B. 2005, PG. 748 B-38 (R)
PARCEL NUMBER 39 O.R.B. 2005, PG. 748 B-39 (R)
PARCEL NUMBER 40 O.R.B. 2005, PG. 748 B-40 (R)
PARCEL NUMBER 41 O.R.B. 2005, PG. 748 B-41 (R)
PARCEL NUMBER 42 O.R.B. 2005, PG. 748 B-42 (R)
PARCEL NUMBER 43 O.R.B. 2005, PG. 748 B-43 (R)
PARCEL NUMBER 44 O.R.B. 2005, PG. 748 B-44 (R)
PARCEL NUMBER 45 O.R.B. 2005, PG. 748 B-45 (R)
PARCEL NUMBER 46 O.R.B. 2005, PG. 748 B-46 (R)
PARCEL NUMBER 47 O.R.B. 2005, PG. 748 B-47 (R)
PARCEL NUMBER 48 O.R.B. 2005, PG. 748 B-48 (R)
PARCEL NUMBER 49 O.R.B. 2005, PG. 748 B-49 (R)
PARCEL NUMBER 50 O.R.B. 2005, PG. 748 B-50 (R)
PARCEL NUMBER 51 O.R.B. 2005, PG. 748 B-51 (R)
PARCEL NUMBER 52 O.R.B. 2005, PG. 748 B-52 (R)
PARCEL NUMBER 53 O.R.B. 2005, PG. 748 B-53 (R)
PARCEL NUMBER 54 O.R.B. 2005, PG. 748 B-54 (R)
PARCEL NUMBER 55 O.R.B. 2005, PG. 748 B-55 (R)
PARCEL NUMBER 56 O.R.B. 2005, PG. 748 B-56 (R)
PARCEL NUMBER 57 O.R.B. 2005, PG. 748 B-57 (R)
PARCEL NUMBER 58 O.R.B. 2005, PG. 748 B-58 (R)
PARCEL NUMBER 59 O.R.B. 2005, PG. 748 B-59 (R)
PARCEL NUMBER 60 O.R.B. 2005, PG. 748 B-60 (R)
PARCEL NUMBER 61 O.R.B. 2005, PG. 748 B-61 (R)
PARCEL NUMBER 62 O.R.B. 2005, PG. 748 B-62 (R)
PARCEL NUMBER 63 O.R.B. 2005, PG. 748 B-63 (R)
PARCEL NUMBER 64 O.R.B. 2005, PG. 748 B-64 (R)
PARCEL NUMBER 65 O.R.B. 2005, PG. 748 B-65 (R)
PARCEL NUMBER 66 O.R.B. 2005, PG. 748 B-66 (R)
PARCEL NUMBER 67 O.R.B. 2005, PG. 748 B-67 (R)
PARCEL NUMBER 68 O.R.B. 2005, PG. 748 B-68 (R)
PARCEL NUMBER 69 O.R.B. 2005, PG. 748 B-69 (R)
PARCEL NUMBER 70 O.R.B. 2005, PG. 748 B-70 (R)
PARCEL NUMBER 71 O.R.B. 2005, PG. 748 B-71 (R)
PARCEL NUMBER 72 O.R.B. 2005, PG. 748 B-72 (R)
PARCEL NUMBER 73 O.R.B. 2005, PG. 748 B-73 (R)
PARCEL NUMBER 74 O.R.B. 2005, PG. 748 B-74 (R)
PARCEL NUMBER 75 O.R.B. 2005, PG. 748 B-75 (R)
PARCEL NUMBER 76 O.R.B. 2005, PG. 748 B-76 (R)
PARCEL NUMBER 77 O.R.B. 2005, PG. 748 B-77 (R)
PARCEL NUMBER 78 O.R.B. 2005, PG. 748 B-78 (R)
PARCEL NUMBER 79 O.R.B. 2005, PG. 748 B-79 (R)
PARCEL NUMBER 80 O.R.B. 2005, PG. 748 B-80 (R)
PARCEL NUMBER 81 O.R.B. 2005, PG. 748 B-81 (R)
PARCEL NUMBER 82 O.R.B. 2005, PG. 748 B-82 (R)
PARCEL NUMBER 83 O.R.B. 2005, PG. 748 B-83 (R)
PARCEL NUMBER 84 O.R.B. 2005, PG. 748 B-84 (R)
PARCEL NUMBER 85 O.R.B. 2005, PG. 748 B-85 (R)
PARCEL NUMBER 86 O.R.B. 2005, PG. 748 B-86 (R)
PARCEL NUMBER 87 O.R.B. 2005, PG. 748 B-87 (R)
PARCEL NUMBER 88 O.R.B. 2005, PG. 748 B-88 (R)
PARCEL NUMBER 89 O.R.B. 2005, PG. 748 B-89 (R)
PARCEL NUMBER 90 O.R.B. 2005, PG. 748 B-90 (R)
PARCEL NUMBER 91 O.R.B. 2005, PG. 748 B-91 (R)
PARCEL NUMBER 92 O.R.B. 2005, PG. 748 B-92 (R)
PARCEL NUMBER 93 O.R.B. 2005, PG. 748 B-93 (R)
PARCEL NUMBER 94 O.R.B. 2005, PG. 748 B-94 (R)
PARCEL NUMBER 95 O.R.B. 2005, PG. 748 B-95 (R)
PARCEL NUMBER 96 O.R.B. 2005, PG. 748 B-96 (R)
PARCEL NUMBER 97 O.R.B. 2005, PG. 748 B-97 (R)
PARCEL NUMBER 98 O.R.B. 2005, PG. 748 B-98 (R)
PARCEL NUMBER 99 O.R.B. 2005, PG. 748 B-99 (R)
PARCEL NUMBER 100 O.R.B. 2005, PG. 748 B-100 (R)
PARCEL NUMBER 101 O.R.B. 2005, PG. 748 B-101 (R)
PARCEL NUMBER 102 O.R.B. 2005, PG. 748 B-102 (R)
PARCEL NUMBER 103 O.R.B. 2005, PG. 748 B-103 (R)
PARCEL NUMBER 104 O.R.B. 2005, PG. 748 B-104 (R)
PARCEL NUMBER 105 O.R.B. 2005, PG. 748 B-105 (R)
PARCEL NUMBER 106 O.R.B. 2005, PG. 748 B-106 (R)
PARCEL NUMBER 107 O.R.B. 2005, PG. 748 B-107 (R)
PARCEL NUMBER 108 O.R.B. 2005, PG. 748 B-108 (R)
PARCEL NUMBER 109 O.R.B. 2005, PG. 748 B-109 (R)
PARCEL NUMBER 110 O.R.B. 2005, PG. 748 B-110 (R)
PARCEL NUMBER 111 O.R.B. 2005, PG. 748 B-111 (R)
PARCEL NUMBER 112 O.R.B. 2005, PG. 748 B-112 (R)
PARCEL NUMBER 113 O.R.B. 2005, PG. 748 B-113 (R)
PARCEL NUMBER 114 O.R.B. 2005, PG. 748 B-114 (R)
PARCEL NUMBER 115 O.R.B. 2005, PG. 748 B-115 (R)
PARCEL NUMBER 116 O.R.B. 2005, PG. 748 B-116 (R)
PARCEL NUMBER 117 O.R.B. 2005, PG. 748 B-117 (R)
PARCEL NUMBER 118 O.R.B. 2005, PG. 748 B-118 (R)
PARCEL NUMBER 119 O.R.B. 2005, PG. 748 B-119 (R)
PARCEL NUMBER 120 O.R.B. 2005, PG. 748 B-120 (R)
PARCEL NUMBER 121 O.R.B. 2005, PG. 748 B-121 (R)
PARCEL NUMBER 122 O.R.B. 2005, PG. 748 B-122 (R)
PARCEL NUMBER 123 O.R.B. 2005, PG. 748 B-123 (R)
PARCEL NUMBER 124 O.R.B. 2005, PG. 748 B-124 (R)
PARCEL NUMBER 125 O.R.B. 2005, PG. 748 B-125 (R)
PARCEL NUMBER 126 O.R.B. 2005, PG. 748 B-126 (R)
PARCEL NUMBER 127 O.R.B. 2005, PG. 748 B-127 (R)
PARCEL NUMBER 128 O.R.B. 2005, PG. 748 B-128 (R)
PARCEL NUMBER 129 O.R.B. 2005, PG. 748 B-129 (R)
PARCEL NUMBER 130 O.R.B. 2005, PG. 748 B-130 (R)
PARCEL NUMBER 131 O.R.B. 2005, PG. 748 B-131 (R)
PARCEL NUMBER 132 O.R.B. 2005, PG. 748 B-132 (R)
PARCEL NUMBER 133 O.R.B. 2005, PG. 748 B-133 (R)
PARCEL NUMBER 134 O.R.B. 2005, PG. 748 B-134 (R)
PARCEL NUMBER 135 O.R.B. 2005, PG. 748 B-135 (R)
PARCEL NUMBER 136 O.R.B. 2005, PG. 748 B-136 (R)
PARCEL NUMBER 137 O.R.B. 2005, PG. 748 B-137 (R)
PARCEL NUMBER 138 O.R.B. 2005, PG. 748 B-138 (R)
PARCEL NUMBER 139 O.R.B. 2005, PG. 748 B-139 (R)
PARCEL NUMBER 140 O.R.B. 2005, PG. 748 B-140 (R)
PARCEL NUMBER 141 O.R.B. 2005, PG. 748 B-141 (R)
PARCEL NUMBER 142 O.R.B. 2005, PG. 748 B-142 (R)
PARCEL NUMBER 143 O.R.B. 2005, PG. 748 B-143 (R)
PARCEL NUMBER 144 O.R.B. 2005, PG. 748 B-144 (R)
PARCEL NUMBER 145 O.R.B. 2005, PG. 748 B-145 (R)
PARCEL NUMBER 146 O.R.B. 2005, PG. 748 B-146 (R)
PARCEL NUMBER 147 O.R.B. 2005, PG. 748 B-147 (R)
PARCEL NUMBER 148 O.R.B. 2005, PG. 748 B-148 (R)
PARCEL NUMBER 149 O.R.B. 2005, PG. 748 B-149 (R)
PARCEL NUMBER 150 O.R.B. 2005, PG. 748 B-150 (R)
PARCEL NUMBER 151 O.R.B. 2005, PG. 748 B-151 (R)
PARCEL NUMBER 152 O.R.B. 2005, PG. 748 B-152 (R)
PARCEL NUMBER 153 O.R.B. 2005, PG. 748 B-153 (R)
PARCEL NUMBER 154 O.R.B. 2005, PG. 748 B-154 (R)
PARCEL NUMBER 155 O.R.B. 2005, PG. 748 B-155 (R)
PARCEL NUMBER 156 O.R.B. 2005, PG. 748 B-156 (R)
PARCEL NUMBER 157 O.R.B. 2005, PG. 748 B-157 (R)
PARCEL NUMBER 158 O.R.B. 2005, PG. 748 B-158 (R)
PARCEL NUMBER 159 O.R.B. 2005, PG. 748 B-159 (R)
PARCEL NUMBER 160 O.R.B. 2005, PG. 748 B-160 (R)
PARCEL NUMBER 161 O.R.B. 2005, PG. 748 B-161 (R)
PARCEL NUMBER 162 O.R.B. 2005, PG. 748 B-162 (R)
PARCEL NUMBER 163 O.R.B. 2005, PG. 748 B-163 (R)
PARCEL NUMBER 164 O.R.B. 2005, PG. 748 B-164 (R)
PARCEL NUMBER 165 O.R.B. 2005, PG. 748 B-165 (R)
PARCEL NUMBER 166 O.R.B. 2005, PG. 748 B-166 (R)
PARCEL NUMBER 167 O.R.B. 2005, PG. 748 B-167 (R)
PARCEL NUMBER 168 O.R.B. 2005, PG. 748 B-168 (R)
PARCEL NUMBER 169 O.R.B. 2005, PG. 748 B-169 (R)
PARCEL NUMBER 170 O.R.B. 2005, PG. 748 B-170 (R)
PARCEL NUMBER 171 O.R.B. 2005, PG. 748 B-171 (R)
PARCEL NUMBER 172 O.R.B. 2005, PG. 748 B-172 (R)
PARCEL NUMBER 173 O.R.B. 2005, PG. 748 B-173 (R)
PARCEL NUMBER 174 O.R.B. 2005, PG. 748 B-174 (R)
PARCEL NUMBER 175 O.R.B. 2005, PG. 748 B-175 (R)
PARCEL NUMBER 176 O.R.B. 2005, PG. 748 B-176 (R)
PARCEL NUMBER 177 O.R.B. 2005, PG. 748 B-177 (R)
PARCEL NUMBER 178 O.R.B. 2005, PG. 748 B-178 (R)
PARCEL NUMBER 179 O.R.B. 2005, PG. 748 B-179 (R)
PARCEL NUMBER 180 O.R.B. 2005, PG. 748 B-180 (R)
PARCEL NUMBER 181 O.R.B. 2005, PG. 748 B-181 (R)
PARCEL NUMBER 182 O.R.B. 2005, PG. 748 B-182 (R)
PARCEL NUMBER 183 O.R.B. 2005, PG. 748 B-183 (R)
PARCEL NUMBER 184 O.R.B. 2005, PG. 748 B-184 (R)
PARCEL NUMBER 185 O.R.B. 2005, PG. 748 B-185 (R)
PARCEL NUMBER 186 O.R.B. 2005, PG. 748 B-186 (R)
PARCEL NUMBER 187 O.R.B. 2005, PG. 748 B-187 (R)
PARCEL NUMBER 188 O.R.B. 2005, PG. 748 B-188 (R)
PARCEL NUMBER 189 O.R.B. 2005, PG. 748 B-189 (R)
PARCEL NUMBER 190 O.R.B. 2005, PG. 748 B-190 (R)
PARCEL NUMBER 191 O.R.B. 2005, PG. 748 B-191 (R)
PARCEL NUMBER 192 O.R.B. 2005, PG. 748 B-192 (R)
PARCEL NUMBER 193 O.R.B. 2005, PG. 748 B-193 (R)
PARCEL NUMBER 194 O.R.B. 2005, PG. 748 B-194 (R)
PARCEL NUMBER 195 O.R.B. 2005, PG. 748 B-195 (R)
PARCEL NUMBER 196 O.R.B. 2005, PG. 748 B-196 (R)
PARCEL NUMBER 197 O.R.B. 2005, PG. 748 B-197 (R)
PARCEL NUMBER 198 O.R.B. 2005, PG. 748 B-198 (R)
PARCEL NUMBER 199 O.R.B. 2005, PG. 748 B-199 (R)
PARCEL NUMBER 200 O.R.B. 2005, PG. 748 B-200 (R)
PARCEL NUMBER 201 O.R.B. 2005, PG. 748 B-201 (R)
PARCEL NUMBER 202 O.R.B. 2005, PG. 748 B-202 (R)
PARCEL NUMBER 203 O.R.B. 2005, PG. 748 B-203 (R)
PARCEL NUMBER 204 O.R.B. 2005, PG. 748 B-204 (R)
PARCEL NUMBER 205 O.R.B. 2005, PG. 748 B-205 (R)
PARCEL NUMBER 206 O.R.B. 2005, PG. 748 B-206 (R)
PARCEL NUMBER 207 O.R.B. 2005, PG. 748 B-207 (R)
PARCEL NUMBER 208 O.R.B. 2005, PG. 748 B-208 (R)
PARCEL NUMBER 209 O.R.B. 2005, PG. 748 B-209 (R)
PARCEL NUMBER 210 O.R.B. 2005, PG. 748 B-210 (R)
PARCEL NUMBER 211 O.R.B. 2005, PG. 748 B-211 (R)
PARCEL NUMBER 212 O.R.B. 2005, PG. 748 B-212 (R)
PARCEL NUMBER 213 O.R.B. 2005, PG. 748 B-213 (R)
PARCEL NUMBER 214 O.R.B. 2005, PG. 748 B-214 (R)
PARCEL NUMBER 215 O.R.B. 2005, PG. 748 B-215 (R)
PARCEL NUMBER 216 O.R.B. 2005, PG. 748 B-216 (R)
PARCEL NUMBER 217 O.R.B. 2005, PG. 748 B-217 (R)
PARCEL NUMBER 218 O.R.B. 2005, PG. 748 B-218 (R)
PARCEL NUMBER 219 O.R.B. 2005, PG. 748 B-219 (R)
PARCEL NUMBER 220 O.R.B. 2005, PG. 748 B-220 (R)
PARCEL NUMBER 221 O.R.B. 2005, PG. 748 B-221 (R)
PARCEL NUMBER 222 O.R.B. 2005, PG. 748 B-222 (R)
PARCEL NUMBER 223 O.R.B. 2005, PG. 748 B-223 (R)
PARCEL NUMBER 224 O.R.B. 2005, PG. 748 B-224 (R)
PARCEL NUMBER 225 O.R.B. 2005, PG. 748 B-225 (R)
PARCEL NUMBER 226 O.R.B. 2005, PG. 748 B-226 (R)
PARCEL NUMBER 227 O.R.B. 2005, PG. 748 B-227 (R)
PARCEL NUMBER 228 O.R.B. 2005, PG. 748 B-228 (R)
PARCEL NUMBER 229 O.R.B. 2005, PG. 748 B-229 (R)
PARCEL NUMBER 230 O.R.B. 2005, PG. 748 B-230 (R)
PARCEL NUMBER 231 O.R.B. 2005, PG. 748 B-231 (R)
PARCEL NUMBER 232 O.R.B. 2005, PG. 748 B-232 (R)
PARCEL NUMBER 233 O.R.B. 2005, PG. 748 B-233 (R)
PARCEL NUMBER 234 O.R.B. 2005, PG. 748 B-234 (R)
PARCEL NUMBER 235 O.R.B. 2005, PG. 748 B-235 (R)
PARCEL NUMBER 236 O.R.B. 2005, PG. 748 B-236 (R)
PARCEL NUMBER 237 O.R.B. 2005, PG. 748 B-237 (R)
PARCEL NUMBER 238 O.R.B. 2005, PG. 748 B-238 (R)
PARCEL NUMBER 239 O.R.B. 2005, PG. 748 B-239 (R)
PARCEL NUMBER 240 O.R.B. 2005, PG. 748 B-240 (R)
PARCEL NUMBER 241 O.R.B. 2005, PG. 748 B-241 (R)
PARCEL NUMBER 242 O.R.B. 2005, PG. 748 B-242 (R)
PARCEL NUMBER 243 O.R.B. 2005, PG. 748 B-243 (R)
PARCEL NUMBER 244 O.R.B. 2005, PG. 748 B-244 (R)
PARCEL NUMBER 245 O.R.B. 2005, PG. 748 B-245 (R)
PARCEL NUMBER 246 O.R.B. 2005, PG. 748 B-246 (R)
PARCEL NUMBER 247 O.R.B. 2005, PG. 748 B-247 (R)
PARCEL NUMBER 248 O.R.B. 2005, PG. 748 B-248 (R)
PARCEL NUMBER 249 O.R.B. 2005, PG. 748 B-249 (R)
PARCEL NUMBER 250 O.R.B. 2005, PG. 748 B-250 (R)
PARCEL NUMBER 251 O.R.B. 2005, PG. 748 B-251 (R)
PARCEL NUMBER 252 O.R.B. 2005, PG. 748 B-252 (R)
PARCEL NUMBER 253 O.R.B. 2005, PG. 748 B-253 (R)
PARCEL NUMBER 254 O.R.B. 2005, PG. 748 B-254 (R)
PARCEL NUMBER 255 O.R.B. 2005, PG. 748 B-255 (R)
PARCEL NUMBER 256 O.R.B. 2005, PG. 748 B-256 (R)
PARCEL NUMBER 257

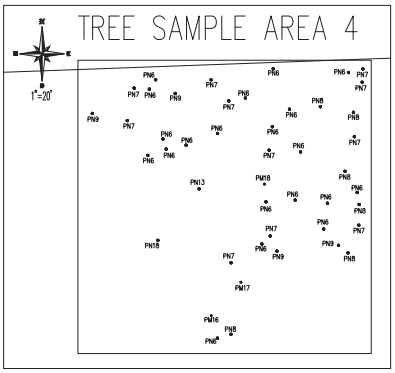

TRACT "B"
TRACT "W"
PLANTATION OAKS OF ORMOND BEACH – UNIT 1
PID: 312508000008
PLANTATION OAKS OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.
PLANTATION OAKS BLVD. (100.00' R/W)
UNPLATTED
3125016900010
PLANTATION OAKS OF ORMOND BEACH LLC
REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 22
BLOCK 23
BLOCK 24
BLOCK 25
BLOCK 26
BLOCK 27
BLOCK 28
BLOCK 29
BLOCK 30
BLOCK 31
BLOCK 32
BLOCK 33
BLOCK 34
BLOCK 35
BLOCK 36
BLOCK 37
BLOCK 38
BLOCK 39
BLOCK 40
BLOCK 41
BLOCK 42
BLOCK 43
BLOCK 44
BLOCK 45
BLOCK 46
BLOCK 47
BLOCK 48
BLOCK 49
RANGE 31 EAST
RANGE 32 EAST
TRACT "A"
TRACT "TRW-B"
TRACT "TRW-C"
TENNANT AVENUE
INDIANA AVENUE (80' R/W)
TENEMENT AVENUE (80' R/W)
ADDISON DRIVE (80' R/W)
ADDISON DRIVE (80' R/W PER PLAT)
MATCHLINE SHEET 2
MATCHLINE SHEET 3
MATCHLINE SHEET 4
MATCHLINE SHEET 5
MATCHLINE SHEET 6
MATCHLINE SHEET 7
BENCHMARK
NAIL/DISC LB3019
ELEV.= 32.33' (NGVD 29)
BENCHMARK
NAIL/DISC LB3019
ELEV.= 31.52' (NGVD 29)
BENCHMARK
NAIL/DISC LB3019
ELEV.= 31.66' (NGVD 29)
BENCHMARK
5/8" IRC LB3019
ELEV.= 27.22' (NGVD 29)
BENCHMARK
5/8" IRC LB3019
ELEV.= 26.51' (NGVD 29)
BENCHMARK
NAIL & DISC LB3019
ELEV.= 28.01' (NGVD 29)
BENCHMARK
5/8" IRC LB3019
ELEV.= 28.22' (NGVD 29)
BENCHMARK
5/8" IRC LB3019
ELEV.= 30.30' (NGVD 29)
LOT 1 EXCEPTION
PID: 313601240010
STEVE C ORDIE
LOT 2 EXCEPTION
PID: 313601240020
ALICE FAYE BARR
LOT 3 EXCEPTION
PID: 313601240030
DEMIE W THOMPSON
LOT 3 EXCEPTION
PID: 313601240031
ALICE FAYE BARR
LOT 3 EXCEPTION
PID: 313601240030
JOSEPH LUIS RODRIGUEZ
LOT 3 & 4 EXCEPTION
PID: 313602250030
BILLY F ROBERTSON TRUST
LOT 5 EXCEPTION
PID: 313602250050
ELIZABETH STEFFIE TRUST
LOT 6 EXCEPTION
PID: 313601250060
BARBARA A STEADMAN
PID: 313603000001
GARDEN BUSINESS CENTER CONDO
PID: 313603000330
STORE-IT SELF STORAGE LLC
GARDENS AT ADDISON OAKS
MAP BOOK 58, PAGE 129-133
SEE DETAIL SHEET 2
TREE SAMPLE AREA 4
SEE DETAIL SHEET 2
TREE SAMPLE AREA 3
SEE DETAIL SHEET 2
TREE SAMPLE AREA 2
SEE DETAIL SHEET 2
TREE SAMPLE AREA 1
REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
VILLAGE OF PINE RUN 2ND ADDITION
MB 35, PG 161-169
VILLAGE OF PINE RUN
MB 35, PG 40-45
N87°56'55"E 231.00'
N87°56'55"W 299.58'
S00°03'05"W 150.00'
S87°56'55"E 299.58'
N00°03'05"E 150.00'
CENTERLINE OF SEWER EASEMENT
CONTINUOUS PROJECTION OF EAST LINE OF SEWER STREET
SEWER STREET (80' R/W)
MAGNOLIA STREET (80' R/W)
MONARCH STREET (80' R/W)
PARCEL NUMBER 1
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 2
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 3
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 4
O.R.B. 390, PG. 388 B-II (II)
PARCEL NUMBER 5
O.R.B. 390, PG. 388 B-II (II)
PARCEL NUMBER 6
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 7
O.R.B. 390, PG. 388 B-II (II)
PARCEL NUMBER 8
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 9
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 10
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 11
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 12
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 13
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 14
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 15
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 16
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 17
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 18
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 19
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 20
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 21
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 22
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 23
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 24
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 25
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 26
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 27
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 28
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 29
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 30
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 31
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 32
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 33
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 34
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 35
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 36
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 37
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 38
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 39
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 40
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 41
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 42
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 43
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 44
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 45
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 46
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 47
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 48
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 49
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 50
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 51
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 52
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 53
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 54
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 55
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 56
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 57
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 58
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 59
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 60
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 61
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 62
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 63
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 64
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 65
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 66
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 67
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 68
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 69
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 70
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 71
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 72
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 73
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 74
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 75
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 76
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 77
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 78
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 79
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 80
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 81
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 82
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 83
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 84
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 85
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 86
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 87
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 88
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 89
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 90
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 91
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 92
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 93
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 94
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 95
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 96
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 97
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 98
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 99
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 100
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 101
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 102
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 103
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 104
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 105
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 106
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 107
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 108
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 109
O.R.B. 2065, PG. 747 B-II (II)
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O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 111
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 112
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 113
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 114
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 115
O.R.B. 2065, PG. 747 B-II (II)
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O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 117
O.R.B. 2065, PG. 747 B-II (II)
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O.R.B. 2065, PG. 747 B-II (II)
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O.R.B. 2065, PG. 747 B-II (II)
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O.R.B. 2065, PG. 747 B-II (II)
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O.R.B. 2065, PG. 747 B-II (II)
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O.R.B. 2065, PG. 747 B-II (II)
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O.R.B. 2065, PG. 747 B-II (II)
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O.R.B. 2065, PG. 747 B-II (II)
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O.R.B. 2065, PG. 747 B-II (II)
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O.R.B. 2065, PG. 747 B-II (II)
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O.R.B. 2065, PG. 747 B-II (II)
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O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 129
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 130
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 131
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 132
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 133
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 134
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 135
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 136
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 137
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 138
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 139
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 140
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 141
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 142
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 143
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 144
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 145
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 146
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 147
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 148
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 149
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 150
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 151
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 152
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 153
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 154
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 155
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 156
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 157
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 158
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 159
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 160
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 161
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 162
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 163
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 164
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 165
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 166
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 167
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 168
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 169
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 170
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 171
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 172
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 173
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 174
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 175
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 176
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 177
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 178
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 179
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 180
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 181
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 182
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 183
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 184
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 185
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 186
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 187
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 188
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 189
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 190
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 191
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 192
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 193
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 194
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 195
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 196
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 197
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 198
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 199
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 200
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 201
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 202
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 203
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 204
O.R.B. 2065, PG. 747 B-II (II)
PARCEL NUMBER 205
O.R.B. 2065, PG. 747 B-II (II)
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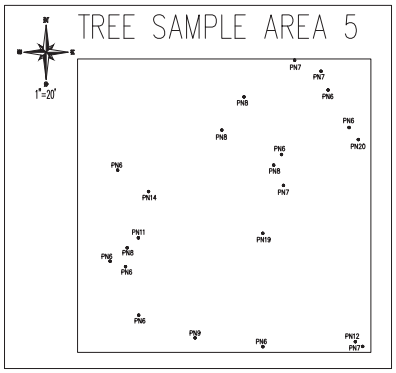
SEE SHEET 8 OF 9 FOR LOCATION OF DETAIL BLOCKS











SURVEYORS NOTES

1. NOTICE: THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITTMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT #1016422; ISSUING OFFICE #3714601, FILE #2832-17 DATED FEBRUARY 10, 2021 AT 11:00 PM..
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON NAD 83, FLORDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF SECTION 36 BEING S02°04'46E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER NGS MONUMENT DESIGNATION X-226 HAVING A PUBLISHED ELEVATION OF 30.573 FEET (29.48' NAVD 88).
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0203K. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"=500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. THE PORTION OF PENNSYLVANIA AVENUE SHOWN HEREON AS VACATED (PER ORB 5498, PAGE 1745)(VOLUSIA COUNTY RESOLUTION 2005-15) HAS BEEN INCLUDED IN THIS BOUNDARY SURVEY ALTHOUGH IT WAS NOT INCLUDED IN THE DESCRIPTION PROVIDED BY THE TITLE COMPANY IN THE COMMITTMENT SHOWN IN NOTE #1 ABOVE.
10. LOT 7, BLOCK 4 IS NOT MENTIONED IN TITLE COMMITMENT DESCRIPTION. PER THE VOLUSIA COUNTY TAX ASSESSOR, THE TITLE IS VESTED IN SHILLOC FAMILY LP NUMBER ONE AS A PORTION OF PARCEL 2 (TAX ID #313601010011 - LOTS 4 TO 7 INCLUSIVE, BLOCK 4) AND HAS BEEN INCLUDED IN THIS SURVEY PER CLIENT DIRECTION.
11. THE VERTICAL RELIEF SHOWN HEREON IS BASED ON A GROUND SURVEY PERFORMED BY SLIGER & ASSOCIATES, INC.

ALTA/NSPS LAND TITLE SURVEY
LOCATED IN THE NW 1/4 OF THE SW 1/4 OF
SECTION 24, T-16-S, R-31-E,
VOLUSIA COUNTY, FLORIDA

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

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ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FC—	BURIED FIBER OPTIC CABLE	MES	MITERED END SECTION
TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX	R	RADIUS	SEC	SECTION	—T—	BURIED TELEPHONE LINE	RCP	REINFORCED CONCRETE PIPE
TOE	TOE OF SLOPE	FH	FIRE HYDRANT	L	ARC LENGTH	TWP	TOWNSHIP	—W—	BURIED WATER LINE	CMP	CORRUGATED METAL PIPE
CLS	CENTERLINE OF SWALE	WM	WATER METER	CB	CHORD BEARING	RGE	RANGE	—E—	BURIED ELECTRIC LINE	MH	MANHOLE
CLD	CENTERLINE OF DITCH	LP	LIGHT POLE	CH	CHORD DISTANCE	R/W	RIGHT OF WAY	—G—	BURIED GAS LINE	MB	MAP BOOK
CO	CLEANOUT	PP	POWER POLE/UTILITY POLE	FP&L CO	FLORIDA POWER & LIGHT COMPANY	CONC	CONCRETE	—TV—	BURIED TELEVISION LINE	BK	BOOK
SAN	SANITARY	GA	GUY ANCHOR	NGVD	NATIONAL GEODETIC VERTICAL DATUM	EL	ELEVATION	—FM—	BURIED FORCE MAIN	OR	OFFICIAL RECORDS BOOK
ES	ELECTRIC SERVICE	OPP	CONCRETE POWER POLE	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(MR)	NON RADIAL	— + —	AERIAL UTILITY LINE	PG	PAGE
RCP	REINFORCED CONCRETE PIPE	WPP	WOOD POWER POLE		CENTERLINE	(P)	PLAT	(R)	RADIAL	ID	IDENTIFICATION
VCP	VITREOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE			(M)	MEASURED	(D)	DEED	(TYP)	TYPICAL
INV	INVERT	CONC	CONCRETE					(DESC)	DESCRIPTION	MH	MANHOLE

FOR: RIDGE DEVELOPMENT GROUP

SCALE: 1"=20' FIELD BOOK: 889 PAGE(S): 27-34 SHEET 9 OF 9

TYPE OF SURVEY	DATE OF SURVEY	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE :					
BOUNDARY SURVEY :	X/XX/2011	11-XXXX	J. MOLLER	D HITCHCOCK	J ZAPERT
TOPOGRAPHIC SURVEY :					
FOUNDATION SURVEY :					
FINAL SURVEY :					
RECERTIFICATION SURVEY :					

LEGEND

ES	ELECTRIC SERVICE	TSB	TRAFFIC SIGNAL BOX
CMB	MAIL BOX	CO	CLEAN OUT
	SIGN		CONCRETE MONUMENT
	TREE		PERMANENT REFERENCE MONUMENT
FH	FIRE HYDRANT		PERMANENT CONTROL POINT
WM	WATER METER	(R)	RADIAL LINE
GA	GUY ANCHOR	(NR)	NON-RADIAL LINE
UP	UTILITY POLE	WV	WATER VALVE
+	IRON ROD WITH CAP		
	IRON PIPE		EXISTING ELEVATION
TB	TELEPHONE BOX	TV	CABLE TELEVISION BOX

DRAFT

Planning Board minutes from April 13, 2023

ITEM:

DO-2022-061(B)

RidgeHaven subdivision

Issuance of a Development Order

V. APPROVAL OF MINUTES

March 09, 2023

Mr. Scudiero moved to approve the March 09, 2023 Minutes. Mr. Railsback seconded the motion. Vote was called, and the motion was approved (6-0).

VI. PLANNING DIRECTOR'S REPORT

No report.

VII. PUBLIC HEARINGS

A. ZMA 2022-061(A), RidgeHaven subdivision, Zoning Map Amendment

Mr. Spraker explained that all three RidgeHaven agenda items will be shared together and suggested that the Board vote on one at a time.

Mr. Spraker, Planning Director, reviewed the first request from RidgeHaven, LLC., with authorization of the property owner, Snilloc Family Limited Partnership Number One, for a zoning map amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development, for 103.45 acres. Mr. Spraker continued that the proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and included the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050.

Mr. Spraker stated that this property went through a Land Use Amendment where the majority of the property was in unincorporated Volusia County. There was a minimum of four residential units per acre (337 units) and allowed up to eight residential units per acre (674 units). He added that there were already 19.19 acres that were already in the city that allowed eight residential units per acre. The total residential units for the project was 827 units under previous land uses. Mr. Spraker continued that as the project moved on it had to be decided on whether to develop in unincorporated Volusia County and get utilities from the City of Ormond Beach or annex into the City of Ormond Beach for the entire subdivision process. It was decided to go through the City of Ormond Beach for the process and as part of the Land Use Amendment and the residential units were decreased to 298 residential units. Mr. Spraker noted that the existing land use today is "Low Density Residential" and "Medium Density Residential" is along Addison Drive. He explained that there are outparcels in which the RidgeHaven subdivision owners do not own, therefore they are not part of the zoning map amendment. They have designated zoning through the Interlocal Service Boundary Agreement (ISBA) process. Mr. Spraker stated that the zoning map does not approve any site plans, as it is the framework to allow the process for a development order.

Mr. Spraker concluded that the Site Plan Review Committee (SPRC) is recommending approval of the zoning map amendment and reviewed the tentative

DRAFT

City Commission meeting dates May 16, 2023 for first reading and June 6, 2023 for second reading.

B. <u>DO 2022-061(B), RidgeHaven subdivision, Issuance of a Development Order</u>

Mr. Spraker, Planning Director, continued with an explanation of the next RidgeHaven request, the issuance of a development order for 286 residential lots on 103.45 acres and associated site improvements. He expounded on the development order and how it is a zoning document, and expressed how unique RidgeHaven is as they have done both the zoning document and the preliminary plat together as well as provided detailed construction drawings. Mr. Spraker commented how the project started with the Site Plan Review Committee (SPRC), they had a neighborhood meeting in July 2022, it is now before the Planning Board, an advisory board appointed by the City Commission and then will go before the City Commission May 16, 2023 and June 6, 2023. He reviewed past applications that the project has gone through from the ISBA amendment, land use map amendment, and annexation.

Mr. Spraker stated that the gross density is 2.76 units per acre for the proposed subdivision. Taking out the wetlands, the net density is 2.95 units per acre. He added that the applicants have done an innovative design that has mixed housing types with duplex units along Addison Drive, consistent with the Gardens of Bella Vita, and they have done 136 interior lots of 50' wide, and 66 larger lots at 75' wide, along the Village of Pine Run. Mr. Spraker showed where the outparcels are and reiterated that they are not part of the overall plan. Outparcels will have platted access to their property. Mr. Spraker stated that the access points are along Plantation Oaks Boulevard. There is no access on Addison Drive. Mr. Spraker added that the project has provided school concurrency, a traffic analysis was provided, and a proportionate fair share agreement is required. He continued that stormwater was analyzed and the project will have less stormwater rate and volume post-development than in pre-development conditions. A St. Johns permit was issued for both the wetlands and the stormwater. The stormwater will be used for irrigation of the subdivision. A master irrigation will be done out of the stormwater with no individual wells. Mr. Spraker added that there is a ditch partially located along the interface of the Village of Pine Run that will be placed in the easement. It is 10' on the RidgeHaven property and then goes off onto the Village of Pine Run property.

Mr. Spraker continued that the three historic trees onsite are being preserved. The Village of Pine Run property interface has a 35' natural landscape buffer, and the LDC requires a 6' landscape buffer. The project design also exceeded the buffer requirements along Plantation Oaks Boulevard, Addison Drive and on the third phase of Plantation Oaks. Mr. Spraker stated that the project has proposed 24.67 percent of the site as natural preservation. The LDC requires only 15 percent under straight zoning and 20 percent under the Planned Development. He added that there are approximately 8 acres of wetlands of which they are impacting 1.75 acres. Sidewalks are being put in on both sides internally and also connecting to U.S. Highway 1. Mr. Spraker stated that the project has recreational improvements including a 33,000 square foot outdoor amenity area including a pool and pool deck, a dog park, playground and activity field. Walking trails are also part of the recreational improvements.

Mr. Spraker went over the development order waivers. One of them is for outdoor recreation in lieu of indoor recreation, which he explained is allowed in a Planned

Residential Development. A wet detention of the depth for the pond, to maintain the fill onsite for the stormwater irrigation. A 40' buffer building setback is also required. Mr. Spraker reviewed the development order benefits from the reduction in density, the innovative site design, natural preservation, landscape buffers, and additional recreation of amenities.

Mr. Spraker reviewed the two notices of concern; one from Mr. Lehman, 1135 Benton Street, who is not in support of the application; and a neighbor to the property, Mr. Rodriguez, who is interested in screening from the project.

Mr. Spraker concluded that the SPRC is recommending approval of this application. It is planned that the item will go before the City Commission for first reading on May 16, 2023 and second reading on June 6, 2023.

C. PP 2022-061(C), RidgeHaven subdivision, Preliminary Plat

Mr. Spraker, Planning Director, continued with the RidgeHaven request for a preliminary plat for 286 residential lots on 103.45 acres and associated site improvements. He explained that a preliminary plat is a document that subdivides land. The SPRC recommends approval of the preliminary plat.

Applicant's presentation

Mr. Glenn Storch, P.A., Storch Law Firm, 420 S. Nova Road, Daytona Beach, Representative, reviewed the history of other applications this project went through. The annexation of the project now allows reduction in permitted density, clustering, preservation of wetlands, municipal utilities and creative design. Mr. Storch explained that the applicant for the project stipulated for the Comprehensive Plan Amendment that was approved by the City and DEO. The limited number of units was limited to 298 for the entire parcel, no more than 3 units per acre. The PRD reduces the number now to 286 units. This reduced the density by 754 units and from 8 units per acre. Mr. Storch explained the diversity of the residential community further by detailing the plan for 84 duplex lots, 135 single-family 50' wide lots, and 66 single-family 75' wide estate lots.

Mr. Storch reviewed the environmental quality of life goal for the project stating that they will preserve a large wetland and upland buffer area in the center of the community, natural vegetation and tree preservation area, and explained how they are exceeding the required tree preservation. He added that most of the lots will have connections to natural vegetation in the community. Twenty-five percent of the land will remain untouched. Mr. Storch reiterated the inclusion of over 50,000 square feet of outdoor recreation area, in which the 33,000 square feet that was aforementioned is included..

Mr. Storch reviewed the effective water management part of the project with the minimization of water use. He covered that the irrigation will be from the use of the stormwater retention ponds, explained the aquifer recharge, and no groundwater wells or septic tanks, as the project will utilize the City of Ormond Beach potable water and sanitary sewer services. Mr. Storch stated that there will be no impact to the adjacent residential potable wells (Village of Pine Run) caused by a draw down or septic pollution of groundwater. He noted that the project is not within the 100-

year floodplain. In regards to protecting the adjoining neighbors, Mr. Storch mentioned that to the east of the project there will be a natural wooded buffer of at least 35', adjacent to the Village of Pine Run, and coupled with the existing canal, neighboring residents will be at least 100' to 150' away from new homes in RidgeHaven. He continued that to the south on Addison Drive, there is no access and only a vegetated buffer. To the north, there is a common area and wetlands and to the west is Plantation Oaks Boulevard. The entrances direct traffic towards the U.S. Highway 1 signal and away from existing residential.

Mr. Storch touched on some of the design of the community and displayed a landscaped entry sign and added that there will be ornamental streetlights and sign poles to provide an up-scale aesthetic. 298 street trees will be planted throughout the development along the streets, and in addition every lot will have trees planted, totaling 1,552 new trees in addition to the preserved trees. Mr. Storch added that the Homeowners' Association (HOA) will maintain and manage the natural areas and remove invasive species, and also added that there will be retention of more stormwater onsite than existing conditions – *more retention than required*. There will be less stormwater going off the site than what is on there presently.

Ms. Shull opened it up to the Board.

Board Questions

Mr. Railsback asked if the outparcels are vacant and if there are any improvements on them. Mr. Storch replied that there is a house on one of them and their access will be maintained and will provide them an easement. He added that they will have a paved road for the project portion and suggests that in the future it would be beneficial to them to annex into city water and sewer.

Mr. du Moulin expressed concern with guarantee of the HOA's responsibility with governing the irrigation system for the retention ponds. He referenced his experience with being part of an HOA and how they are mostly run by the members of the community. Mr. Storch replied that St. John's River Water Management District (SJRWMD) manages the permitting of the ponds and sets requirements through their permitting process. He commented that HOAs typically contract a company to maintain the ponds. He added that the ponds will be nice with fountains in them, which requires less maintenance. It was said that if the ponds are not maintained, the City, SJRWMD and homeowners have rights to take action. Mr. Storch stated that the invasive species are analyzed annually and taken care of. The HOA document is being drafted to address the matters and inform the home purchasers.

Mr. Railsback concurred with the comments and suggested that the responsibilities be clear in the covenants.

Mr. Jorczak questioned what the lot sizes are on the adjacent developments of Village of Pine Run and Plantation Oaks. Mr. Storch replied that Plantation Oaks are 50' by 100' which is consistent with what is being built. It was mentioned that there are smaller parcels and multi-family townhouses off of Addison Drive. There are also townhouses to the west of the development. Mr. Storch added that Village of Pine Run are approximately one acre and they have septic tanks and wells.

Mr. Scudiero inquired about the recreation areas planned for the development and why there is not more of a focus on indoor recreation area, like that of the outdoor recreation. Mr. Storch answered that the size of any recreation area is bases off of the number of units, therefore the indoor recreation area would have to be vast. He concluded that there would be no need for a fitness center with the amount of outdoor area, the pool and walking trails.

Mr. Scudiero asked if the natural areas on the map presented showed area that has been clear-cut. It was confirmed by Mr. Storch that the project was not clear-cutting due to clustering.

Mr. Jorczak inquired about the target-market price range of the homes. Mr. Storch replied that there will be a diverse market of approximately $300,000 for a duplex, and $400,000, $500,000, $600,000, and up to $700, 000 for the homes.

Ms. Shull asked if the property was out of flood zone X. Mr. Storch confirmed it is. Ms. Shull inquired about the rental restrictions for short-term rentals for the HOA. Mr. Storch will work on creating rental restrictions that reflect not allowing short-term rentals in the covenants and restrictions. There was discussion about rental communities and how it is not the goal for this project to be one.

Mr. du Moulin inquired about the stormwater. Mr. Storch stated that there will be less stormwater post-development and explained how the project will maintain more stormwater on the site than presently goes off of the property.

Mr. Storch addressed the earlier inquiry regarding a property on the cul-de-sac with a lighting concern, and requested a vinyl fence or hedge be installed and stated that the request will be adhered to.

Audience Comments

Mr. Luis Rodriguez, 1155 Plantation Oaks Boulevard, commented in regards to him being the individual who requested the fence. He stated that he prefers both the vinyl fence and vegetation (hedges). He stated that he worked at Sea Ray Boats and referenced a similar situation take place there where a parking lot was cleared out and at 5:00 a.m., the headlights came in. Mr. Rodriguez expressed concern with the pesticides being close to his home and family. He noted that he has a well. He requested that it not be possible for "drifters" and RVs to park close to him. He asked if the lot at the upside of the cul-de-sac can be eliminated, allowing the cul-de-sac to move back further for more safety and privacy. Mr. Luis explained that he hopes the water does not go his way in the event of a storm and hopes it is worked out in the .elevation planning. He concluded that he hopes that no one else can live on the cul-de-sac.

Mr. Charles Genter, 58 Indianhead Drive, Ormond Lakes, stated that he is a board member and Past President of the Ormond Lakes HOA. He noted that he wants to address the dilemma that Ormond Lakes faces with increasing amount of stormwater resulting from continuing land development and water shed. Mr. Genter continued that Ormond Lakes has no control over how much stormwater is being sent to them. Ormond Lakes is working diligently to optimize their stormwater system by spending $145,000 on a stormwater system since the storms in October and November 2022.

He added that the estuaries were back-washing that overwhelmed the Ormond Lakes storm distribution culverts. As a result, raw sewage was in the street due to lift station and street flooding. Several residents had water reach their garage. He continued that the Ormond Beach water shed is 5 square miles from the north and west and is expanding through development. Mr. Genter stated that there are six new developments and several more in the planning stage and each new project will send water downhill to the Ormond Lakes system using the open ditch system. Ormond Lakes is the last stop for stormwater before the estuaries. Mr. Genter emphasized that water runs downhill and a significant amount of stormwater enters their system. He asks how much water is coming and if a study has been done. He remarked that he asked that question in 2019 and 2020 and the answer is the same then as it is today, no one knows. He expressed frustration with the Planning Board, city engineers and City Commissioners for their misunderstanding of the problem stormwater management is. He pleaded for assistance from the City of Ormond Beach.

Mr. Tom Gaynor, 22 Rocky Bluff Drive, Ormond Lakes, concurred with Mr. Genter, commenting that Ormond Lakes has problems. He continued that each new development will affect the flooding as all of the surrounding areas to Ormond Lakes do. He added that during a 100 or 500-year storm the flood will become one, according to Mr. Gaynor. He stated that when North Beach Street floods, the water backs up to the Ormond Lakes exit. Last November the estuaries overran the exits and back flushed the area. Mr. Gaynor commented that when the engineers look at it, the data looks fine but when there is a big storm there is a problem. He inquired about the directional flow of the water and noted that they are at 8' above sea level, and that the ponds are at 29' above sea level. Mr. Gaynor stated that they need help from the City as they are out of money.

Ms. Shull asked Mr. Spraker if staff has met with the Ormond Lakes HOA before. Mr. Spraker replied that he and Mr. David Allen, Civil Engineer, met with them after the hurricane. He stated that there is a Stormwater Master Plan that has a study for the Ormond Lakes areas and that the Ormond Lakes complaints are not being ignored. The RidgeHaven subdivision is discharging less in the post development stage, in terms of rate and volume, then the pre-development condition. Mr. Spraker concluded that the applicant will give additional information on the matter and Mr. Allen will follow with his stormwater observations.

Mr. Parker Mynchenberg, Parker Mynchenberg & Associates, 1729 Ridgewood Avenue, stated that when the ponds are dug deeper, it does not create additional storage. It is when the area gets bigger that you get the additional storage. He explained that a wetland is being preserved in Plantation Oaks that abuts the site to the north. He further explained that when Plantation Oaks Boulevard was built, a new outfall was created that runs along the Village of Pine Run, easterly to 2,000 acres in the natural gardens that was sold to the state. There is a discharge easement to the park at 8' to 9' elevation. Mr. Mynchenberg remarked that he knows the area and drainage well, being that he designed Ormond Lakes, Halifax Plantation and Plantation Oaks. He added that he met with Mr. Allen regarding the RidgeHaven impacts to Ormond Lakes and Pine Run and did some research. There is a big ditch along Addison Boulevard and between the subject property and the Village of Pine Run. A ditch was built along the north property line on Plantation Oaks Boulevard. Mr. Mynchenberg stated that when it rains on the current site, it drains in all three directions. The initial design had outfalls to the lakes to the various ditches. It has

since been redesigned so that the runoff that leaves the site, goes into the outfall ditch on Plantation Oaks Boulevard, leaving 15 percent more storage than what is required. The 25-year and the 100-year storm event were analyzed and it demonstrated that the existing pre-development conditions are not exceeded. In a 500 year storm, the Tomoka Basin comes up to elevation 8.

Mr. Mychenberg added that the big lake in Ormond Lakes was preserved as well as wetlands. The wetlands hold water during the summer though and he mentioned that he has been working with Ormond Lakes for 20 years to resolve things for them. He concluded that the stormwater is directed to the east away from Ormond Lakes.

Mr. David Allen, Civil Engineer, City of Ormond Beach, remarked that upon receipt of the subject property project, they were already working with Ormond Lakes, their two ponds and entrance off of Pine Tree Drive. He commented that he was concerned about the water that makes its way to the two lakes and the canal off of Addison Drive, going north, and the swale behind the first row of houses on Addison Drive. He added that the predeveloped site has a significant number of depressions that hold water and that he found out through Mr. Mynchenberg's Stormwater Plan that the predeveloped rate that left the site was after the depressions were filled up. There is a small amount of storage volume in it predevelopment, therefore when starting with the design, Mr. Allen noted that he was looking at how the predeveloped storage was increased in the three ponds. He said that he discussed wetland concerns and changing how much flow goes directly toward Village of Pine Run with Mr. Mychenberg and found that as the design is now, after the area is filled, the back of the lots on Addison Drive will drain to the interior of the project. The water will be controlled in how it is ran through the three ponds, and the wetland, prior to going into the larger pond, and will go into the east-west ditch along the northern property line. Mr. Allen stated that staff has gone through significant review about the ditch and what the capacity of it is, as well as the ditch that runs north along the western edge of Village of Pine Run.

Mr. Allen added that when he met with Ormond Lakes, they referenced the ditch between Village of Pine Run and RidgeHaven flows to the south to the ditch behind the first interior of lots in Village of Pine Run, and as aforementioned the area that goes that way has been decreased. There are additional plans in review from Mr. Mynchenberg, received early this week on Monday to ensure that there is a blockage of the ditch at the corner so that no water will go south to Village of Pine Run unless there is a huge rain. Mr. Allen stated that engineers for the state have to design to certain standards. He referenced a storm event like that of what happened in Fort Lauderdale where they received 23" in 24 hours, in which no one can design for, but assured that they look at 100-year storm, 11.5" inches in a 24-hour period. Mr. Allen explained that they have attempted to force the water to go north, then along the northern edge of Village of Pine Run, into the wetland. He addressed the inquiry of when the Planning Board will address stormwater and take action, and answered that he informed Ormond Lakes that the master stormwater plan was approved in February 2023 with two studies for the northern U.S. 1 area and another for Ormond Lakes and the entrance at Pine Tree Drive. He further explained that in the stormwater master plan, they were scheduled for year two and was told that it recently changed and it is to be done in the first year.

Ms. Shull opened it up to the Board for discussion and entertained a motion.

Mr. du Moulin asked Mr. Allen who maintains the ditches and canals over time. Mr. Allen replied that the County maintains the ditch between Village of Pine Run and RidgeHaven, the Addison canal and once it gets to a certain point in Plantation Oaks, it will then be managed by Plantation Oaks HOA.

Mr. Storch addressed Mr. Rodriguez's request and replied that it will be noted as a stipulation for the arrangement of his fencing and hedges installation to be taken care of.

Mr. Galloway inquired about Mr. Rodriguez's desire to connect or not connect to city sewer and septic.

Mr. Mynchenberg stated that there is a 12" waterline that runs in the right-of-way (ROW). He added that Mr. Rodriguez has potable water that can be tapped into. Regarding gravity sewer, there is a proposed lift station as well as another lift station for the townhouse project across the street on Destiny Drive, where the sewer was stubbed. Mr. Mychenberg further explained that the duplexes work by gravity into the existing lift station that service that project. A new lift station is also by the cul-de-sac, and the project would have to be designed to provide gravity sewer to an outparcel. Mr. Mynchenberg concluded that Mr. Rodriguez could connect if he wanted to.

Mr. Jorczak asked about the trees being planted and inquired about trees that are lost. Mr. Storch answered that there are guarantees on the trees that they will live for a year, until being well-established. A provision can be included that specifies that the trees will be maintained.

Mr. Scudiero commented that he will support the unique project that it is not clear-cut. The project is consistent to the area in terms of greenery and the townhome portion. He noted the reduction in density to what can go in there. The County-version could have been almost 1,000 units, and under the City-standard could have been 515 units, and the proposed project is now down to 286 units.

Mr. Railsback concurred with Mr. Scudiero and commented that he appreciates the increase in effort from the developer to not further impact the stormwater issues in the area.

Mr. du Moulin noted that he appreciates the reduction of density but cannot support due to HOA concerns as well as other aspects.

Mr. Jorczak concurs that the project is unique and expressed that it is well thought-out. He noted that he also likes the clustering and reduction of density, as well as the different housing to provide a diverse environment. He added that the rental issues is also of concern to him as well. Mr. Jorczak urged when writing the covenants and restrictions to guarantee that the vegetation is not lost after three to four years. Mr. Storch replied that the City regulates it.

Mr. Jorczak commented that the developer and staff have done an admirable job redirecting the water away from Ormond Lakes as well as the work being done in the

stormwater management plan. He concluded that he likes the project for the diversity and how it fits with the surrounding communities and will support.

Mr. Galloway expressed the importance of the input from the neighbors. He directed his compassionate comments at Mr. Genter and Mr. Gaynor regarding flooding and expressed satisfaction that staff is working on a stormwater master plan for the growing community. He referenced Mirror Lakes and Chelsea Place and ensured that the developer at that time corrected the problem. Mr. Galloway commented that he hopes that the redirection of the water now going north, uphill will resolve the issue. He concluded that he is in support of the project now after the third time, as everything that was asked for regarding improvements was done.

Ms. Shull agreed with Mr. Galloway and commented that the Board has to work with the developers and do the best that they can with it. People are moving to Florida by the thousands. She commended the developer for working with the Board and staff on the drainage and greenspace. She reiterated her concern regarding rentals and the HOA not allowing *short-term* rentals. Ms. Shull concluded that she is in support of the project. She asked Mr. Spraker to explain the three waivers.

Mr. Spraker reiterated that there is three separate items, the first being the zoning map. Waivers are a part of the issuance of a development order. One waiver is the outdoor recreation in lieu of the indoor recreation. A lot of outdoor recreation is being proposed in place of indoor recreation. The detention pond is to allow the fill to be onsite as to not import fill which will provide greater stormwater management for the property. He concluded that there are areas that will not meet the 40' buffer. Not every space will have the 40' buffer, therefore they are asking for a waiver of that requirement in return for providing the benefits that were listed in the staff report and provided earlier.

Mr. Jorczak motioned to approve ZMA 2022-061(A), RidgeHaven subdivision, Zoning Map Amendment. Mr. Railsback seconded it. Vote was called, and the motion was approved (5-1), with Mr. du Moulin against.

Board discussion ensued.

Mr. Storch added that regarding the next vote, that he will provide language that will include the vinyl fencing and landscaping for it at the end of the cul-de-sac.

There was Board-City Attorney discussion explaining the item B vote further.

Mr. Scudiero motioned to approve DO 2022-061(B), RidgeHaven subdivision, Issuance of a Development Order, including the three waivers and the additional provision for the fence and landscaping at the end of the cul-de-sac. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-1), with Mr. du Moulin against.

Mr. Railsback motioned to approve PP 2022-061(C), RidgeHaven subdivision, Preliminary Plat. Mr. Scudiero seconded it. Vote was called, and the motion was approved (5-1), with Mr. du Moulin against.

DRAFT

Board Comments

Mr. Galloway commented that he hopes that the applicant/developer go the extra mile to take care of any concerns aforementioned.

Mr. Railsback reflected on HOA responsibility with short-term rentals and his experience with his HOA and short-term/Airbnb rentals and its effect. There was no language in his HOA contract regarding any rentals and urged that this be addressed so that it does not happen with RidgeHaven. He added the provision about the tree and parking matters in the contract as well.

Mr. du Moulin commended Mr. Storch on his presentation and noted that the developer is exceeding what most developers do.

Attorney Hayes touched on the rental matter, and explained that the City of Ormond Beach generally does not allow rentals in residential areas, but that there has been a push in the Florida Legislature to allow short-term rentals in every jurisdiction, regardless of whether or not those jurisdictions have an ordinance that has been grandfathered in, that prohibits rentals. He urged not to be surprised if in a year, or two, or three if there is a law that preempts the ability to do so. Attorney Hayes stated that the request will be treated as a voluntary concession by the applicant and not an imposition by the City. In the document it will be reflected that it is not being required as a condition for approval, but that the applicant has voluntarily agreed to take care of it.

Mr. Railsback added that in the last few sessions, the Legislature has excluded deed-restricted communities from the aforementioned home-rule, the roll back of the grandfathering of rentals. He emphasized the importance of capturing the specifics in the deed-restrictions in the contract as it is binding and will not be bound to Legislature addressing something in a municipality area.

D. FLUM 2023-032, 1755 North U.S. Highway 1, Future Land Use Map Amendment

Mr. Spraker, Planning Director, explained the request from Wayne's Solar, Inc. for a Land Use Map Amendment from LIC, "Low Intensity Commercial" to "Light/Industrial/Utilities" for a 3.06 acre parcel located at 1755 North U.S. Highway 1. It is currently a vacant parcel of land. He reviewed the wide range of commercial uses that the land use allows. Mr. Spraker stated that the property owner has indicated a desire to construct a business warehouse. Mr. Spraker stated the use is consistent with the surrounding area and staff recommends approval.

Applicant's presentation

Mr. Richard Hardy, Representative, 975 S. Ponce de Leon Blvd., St. Augustine, stated that he is a builder and developer and explained that Wayne's Solar is desiring to move to the proposed location.

Ms. Shull opened it up to the Board for discussion and entertained a motion.

Mr. Galloway asked if this property would be the business site for Wayne's Solar and Mr. Hardy confirmed that is the plan.

Dear Steven Spraker, Planning Director

I will not be able to attend the zoning amendment hearing on Thursday, April 13, 2023 at 6:00PM. But I still want my position on this important issue be communicated and heard publicly and my vote counted if there is a vote tally for or against amending in the chambers. I am enclosing two copies of my letter presentation.

Sincerely Yours.

Thomas Lehman



Thomas Lehman

1135 Benton Street

Ormond Beach, Fl. 32174

Mr. Steven Spraker, Planning Director

Ormond City Hall

22 South Beach Street

Ormond Beach, Fl. 32174

Just before writing this letter presentation, I made a tour of my neighborhood as it stands today. I started by driving through the Lakes and Village of Pine Run communities and was impressed that even after decades of use they are fresh, clean, well maintained, where the mature coastal hammock and pine flatwood communities still exists within the developments. Individual lots are spacious, homes are quality built to hold up against seasonal strong winds, heavy rains, and flooding conditions. Volusia County got the zoning and development plans right for the area; the density is just right to create a living space that people enjoy living their lives out and raising families.

After making a tour of the new development areas behind me and to the North of my property I personally think all the qualities I just mentioned that appeal to me above do not exist within these new developmental areas and that the habits of development are destructive to the life support systems that remain here. Therefore, I do not endorse, and I would never approve a zoning change that would allow Ridge Haven to be built in a flood prone area.

I fail to see the ridge in Ridge Haven, since the development site is low flat Pine Flatwoods that floods six to eight months out of the year with an average height of 31 feet above sea level dotted by lower wetlands in the form of swamps and wet grassy marshes. So, I assume 80% of the site will be denuded and an artificial ridge will be created to make a hot, arid desert-like sand box for people to live in. The high density will produce large amounts of waste in various forms to mix with seasonal flood waters lowering the quality of life as the water has to be dumped somewhere in the nearby surroundings fouling the nest. Many issues concerning this development need to be addressed and I hope they are being discussed at this hearing that keep me from supporting this zoning change.

A better use of this 130-acre plot would be for all parties involved is to use the current Volusia County rural zoning and create a Village of Pine Run II extension. Building construction that harmonizes with what is already here and that has a lesser environmental impact and more human appeal. Or have Ormond Beach city hall authorize the design of another Central Park to create a natural barrier relief for storing flood waters and recharging the aquafer, while creating a recreational complex that buffers the area from the commercial to the residential use zones that transition here.

So, there you have my own personal response to this special exception zoning request, I see the Ridge Haven plans as undesirable urban sprawl in a flat, flood prone area not suitable for a sustainable community without special restrictions that are simply being omitted or not being addressed before any development order should be issued. What's the big hurry, push city hall? Let's talk and debate what is best for my neighborhood. Another way to state my position is to view the Volusia County Zoning Classification on the second page of the City of Ormond Beach mailing, no change is needed, no amending is required because this zoning is in the best interest for this locale. I would like to see the stewardship for this development turned back over to Volusia County so they can complete the good works they started over fifty years ago with less impact and more balance between neighboring communities.

Respectfully Yours.

Thomas Lehman



Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 8.E
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-27
Strategic Goal:	Transportation & Community Development - Other		
Department :	Planning & Building		
Subject:	1755 North U.S. Highway 1, Comprehensive Plan Future Land Use Map Amendment (SECOND READING)		
Budget Impact:	There is no budget impact as the result of this land use amendment.		
Summary:	This is a request from Wayne's Solar, Inc., property owner, for a Land Use Map Amendment from LIC, "Low Intensity Commercial" to LI/U, "Light/Industrial/Utilities" for a 3.06-acre parcel located at 1755 North U.S. Highway 1. The Planning Board recommended approval of the application with a 6-0 vote.		
Recommended Action:	The Planning Board recommended the City Commission approve the Future Land Use Map amendment for approximately 3.06 acres located at 1755 North U.S. Highway 1 from LIC, "Low Intensity Commercial" to LI/U, "Light/Industrial/Utilities".		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	5/17/2023	
Claire Whitley, Assistant City Manager	5/17/2023	
Joyce Shanahan, City Manager	5/25/2023	

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: June 6, 2023

Subject: 1755 North U.S. Highway 1, Comprehensive Plan Future Land Use Map Amendment (SECOND READING)

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request from Wayne's Solar, Inc., property owner, for a Land Use Map Amendment from LIC, "Low Intensity Commercial" to LI/U, "Light/Industrial/Utilities" for a 3.06-acre parcel located at 1755 North U.S. Highway 1.

Background

The property has an existing city land use of "Low Intensity Commercial" and a city zoning designation of B-7, Highway Tourist Commercial. The subject property is within the North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA). The North US 1 ISBA between the City of Ormond Beach and the County of Volusia established a municipal service area designed to:

- Encourage intergovernmental coordination in planning, service delivery, and boundary adjustments;
- Reduce intergovernmental conflicts and litigation between local governments;
- Promotes sensible boundaries that reduce the costs of local governments;
- Avoid duplicating local services;
- Increase political transparency and accountability; and
- Prevent inefficient service delivery and an insufficient tax base to support the delivery of those services.

The City Commission adopted the original North US 1 ISBA on August 19, 2014 per Ordinance No. 2014-27. Volusia County Council adopted the ISBA on August 21, 2014 by Volusia County Ordinance No. 2014-12. Ordinance 2015-05 established the land use amendments for the ISBA and was adopted on January 20, 2015. As part of the land use map amendment adoption, a map annotation that limits density to eight (8)

units per acre and a maximum floor area ratio (FAR) of 0.50 for retail uses and 0.55 for all other non-residential uses. Ordinance 2015-13 established the city zoning designations for properties within the ISBA and was approved on April 7, 2015.

The application seeks a Land Use Map Amendment from LIC, "Low Intensity Commercial" to LI/U, "Light/Industrial/Utilities". There is a separate item for review for the related Zoning Map Amendment from B-7, Highway Tourist Commercial to I-1, Light Industrial. The applicant has conducted a pre-application meeting with the Site Plan Review Committee and indicated a desire to construct a business warehouse.

Discussion

Existing Land Use:
The City of Ormond Beach Comprehensive Plan provides the directive text for the existing City land use of "Low Intensity Commercial" that states the following:

Purpose: A multi-use land use category to depict those areas of the city that are now developed, or appropriate to be developed, for retail, office and professional services, residential, and restaurants consistent with the surrounding uses, transportation facilities and natural resource characteristics of such areas. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.
Density: Maximum 10 units per acre.
Maximum FAR: 0.6

Policy 9.1.4. of the Future Land Use Element of the Comprehensive Plan contains table 4 that provides land use map annotations as follows:

- Low Intensity Commercial (LIC): Density shall not exceed 8 dwelling units per acre. Maximum FAR shall not exceed 0.50 for Retail or 0.55 for all other Nonresidential uses.
- Light Industrial/Utilities (LI/U): Maximum FAR shall not exceed 0.60.

Proposed Land Use
City of Ormond Beach Comprehensive Plan provides the directive text for the proposed City land use of "Light Industrial/Utilities" (LI/U) that states the following:

Purpose: To provide for the location of light industrial operations and similar uses and would generally include the I-1 (Light Industrial) type of development as stipulated in the zoning district regulations. This land use category also includes areas of the City which will be used for public utilities such as water and wastewater treatment plants, water tanks, and power stations and transit.
Density: Not permitted.
Maximum FAR: 0.8

Policy 9.1.4. of the Future Land Use Element of the Comprehensive Plan contains table 4 that provides land use map annotations that would be applicable and impose a Floor Area Ratio limitation of 0.60.

Industrial land use designations exist to the north and across North U.S. Highway 1. The proposed use of a business warehouse is consistent with the North U.S. Highway 1 corridor. Land development regulations require a 36' landscape area along North U.S. Highway 1 and the building frontage along the roadway to be architecturally treated.

Planning Board
The Planning Board reviewed the amendment at the April 13, 2023 meeting and recommended approval with a 6-0 vote. There were no individuals who spoke for or against the amendment. The Planning Board minutes are attached to this item.

Budget Impact

There is no budget impact as the result of this land use amendment.

Citizen Impact

No citizen impact is expected as the result of this request. The ISBA area contains both commercial and industrial areas. The change to an industrial use is consistent with the city's Comprehensive Plan.

Recommendation

The Planning Board recommended the City Commission approve the Future Land Use Map amendment for approximately 3.06 acres located at 1755 North U.S. Highway 1 from LIC, "Low Intensity Commercial" to LI/U, "Light/Industrial/Utilities".

Attachments:

1. 23-27 1755 North U.S. Highway 1 FLUM Amendment (P23-0080G)
2. Exhibit A, legal description, 1755 N US HWY 1, V2
3. Exhibit B, PB_1755_AMEND_FLU
4. 04.13.2023, Land Use Amendment, 1755 North U.S. Highway 1, PB Staff Report
5. Draft PB Minutes, 1755 North U.S. Highway 1, Land Use Amendment

Approvals:

Kelly A. McGuire

Date: May 17, 2023

Kelly McGuire, Finance Director

Date: May 17, 2023

Claire Whitley, Assistant City Manager



Date: May 25, 2023

Joyce Shanahan, City Manager

ORDINANCE NO. 2023-27

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE PARCEL OF REAL PROPERTY TOTALING 3.06± ACRES LOCATED AT 1755 NORTH U.S. HIGHWAY 1 (VOLUSIA COUNTY PARCEL NUMBER 3126-00-00-0150) FROM "LOW INTENSITY COMMERCIAL" TO "LIGHT INDUSTRIAL/UTILITIES"; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Wayne's Solar, Inc., a Florida For Profit Corporation ("Applicant/Property Owner") is the fee simple owner of certain real property consisting of approximately 3.06 acres located at 1755 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0150), which is legally described and depicted in Exhibit "A" ("Property") attached hereto and incorporated herein, and

WHEREAS, the Applicant/Property Owner has submitted an application to amend the City's Comprehensive Land Use Plan *("Comprehensive Plan"*) by changing the Future Land Use Map designation for the Property described and depicted in Exhibit "A", from "Low Intensity Commercial" to "Light Industrial/Utilities" for approximately 3.06 acres, as depicted in Exhibit "B" attached hereto and incorporated herein, and

WHEREAS, the Applicant has requested the proposed small-scale land use *Comprehensive Plan* amendment be reviewed and acted upon concurrently with the accompanying zoning map amendment application (Ordinance No. 2023-28) pursuant to Section 163.3184(12), *Florida Statutes*, and

WHEREAS, under the statute, the change in zoning is contingent upon the proposed *Comprehensive Plan* amendment becoming effective, and

WHEREAS, the City Commission has approved Ordinance No. 90-36, as subsequently amended, adopting a *Comprehensive Plan* in accordance with Part II, Chapter 163, *Florida Statutes*, and

WHEREAS, the proposed *Comprehensive Plan* amendment involves a use of fifty (50) acres or less, and

WHEREAS, the proposed *Comprehensive Plan* amendment does not involve a text change to the goals, policies, and objectives of the City's *Comprehensive Plan*, but only proposes a land use change to the Future Land Use Map for small scale development activity, and

WHEREAS, the proposed *Comprehensive Plan* amendment is not located within an area of critical state concern, and

WHEREAS, the Planning Board, as the City's local planning agency, duly held a public hearing, with due public notice, and recommends approval of the proposed *Comprehensive Plan* amendment, and

WHEREAS, the City Commission has conducted public hearings on the proposed *Comprehensive Plan* amendment, as described in §163.3184(11), *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the proposed *Comprehensive Plan* amendment will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, and

WHEREAS, the proposed *Comprehensive Plan* amendment shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The Future Land Use designation of one parcel of real property totaling 3.06± acres located at 1755 North U.S. Highway 1, Ormond Beach, Florida (Volusia County parcel number: 3126-00-00-0150), as legally described and depicted in Exhibit "A" and the Future Land Use Map of the City of Ormond Beach *Comprehensive Plan* attached hereto, is changed from "Low Intensity Commercial" to "Light Industrial/Utilities" for approximately 3.06 acres, as described and depicted in Exhibit "B".

SECTION THREE. In order to make the City of Ormond Beach Comprehensive Plan, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the City of Ormond Beach Comprehensive Plan and the amendments thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION FOUR. The Planning Director is hereby authorized and directed to transmit copies of this Ordinance, and the public hearing notice within ten (10) business days of the date of approval hereof, to the Volusia County Growth Management Commission in

accordance with Section 202.3 of the Charter of Volusia County, Florida; and to the Florida Department of Economic Opportunity, and to any other person or entity requesting a copy.

SECTION FIVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. Pursuant to §163.3187(5)(c), *Florida Statutes*, the effective date of this *Comprehensive Plan* amendment shall be 31 days after the adoption of this ordinance (July 7, 2023); provided, however, that if challenged within 30 days after adoption (July 6, 2023), this *Comprehensive Plan* amendment shall not become effective until the Department of Economic Opportunity or the Administration Commission, if applicable, issues a final order determining that the adopted small scale development amendment is in compliance with the Local Government Comprehensive Planning and Land Development Regulation Act; and pursuant to Section 202.3 of the Charter of Volusia County, Florida will become final upon a certification of consistency from the Volusia Growth Management Commission.

PASSED UPON at the first reading of the City Commission, this 16th day of May, 2023.

PASSED UPON at the second and final reading of the City Commission, this 6th day of June, 2023.

BILL PARTINGTON
Mayor

ATTEST:

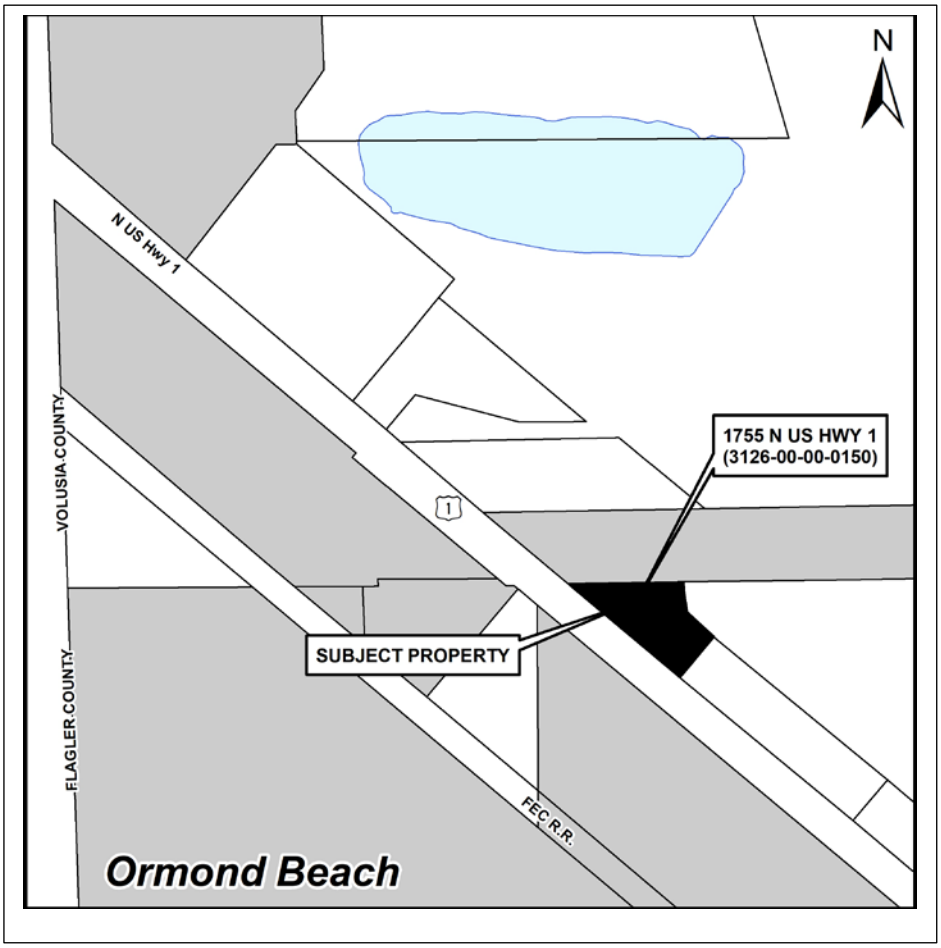
SUSAN CARROLL DAUDERIS
City Clerk

Legal Description
from Book 8101, Page 299

THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 3836 AT PAGE 3526 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:
THAT PORTION OF THE SOUTH ONE-HALF OF SECTION 26, AS IS SITUATED NORTHEASTERLY OF U.S. HIGHWAY 1, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTERLINE OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, SAID POINT BEING LOCATED A DISTANCE OF 2651.18 FT. S 01°10'30" E, FROM THE QUARTER-CORNER ON THE NORTH LINE OF SAID SECTION 26; RUN THENCE N 89°40' E, ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF OF SECTION 26, A DISTANCE OF 86.39 FT. TO A POINT THEREIN; THENCE S 1°10'30" E. PARALLEL TO THE SAID CENTER-LINE OF SECTION 26, A DISTANCE OF 110.12 FT. TO A POINT ; THENCE S 49°55' E. AND PARALLEL TO THE 160 FT. RIGHT-OF-WAY OF U.S. HIGHWAY #1, AS THE SAME IS NOW OCCUPIED AND RECOGNIZED, A DISTANCE OF 176.45 FT. TO A POINT; THENCE S 40°05' W, A DISTANCE OF 238 FT. TO A POINT IN THE NORTHEASTERLY LINE OF SAID U.S. HIGHWAY #1; THENCE N 49°55' W, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 626.31 FT. TO A POINT BEING AT THE INTERSECTION WITH THE AFORESAID NORTH LINE OF THE SOUTH ONE-HALF OF SECTION 26; THENCE N 89°40' E, ALONG SAID NORTH LINE, A DISTANCE OF 408.79 FT. TO THE POINT OF BEGINNING THE DESCRIBED TRACT.

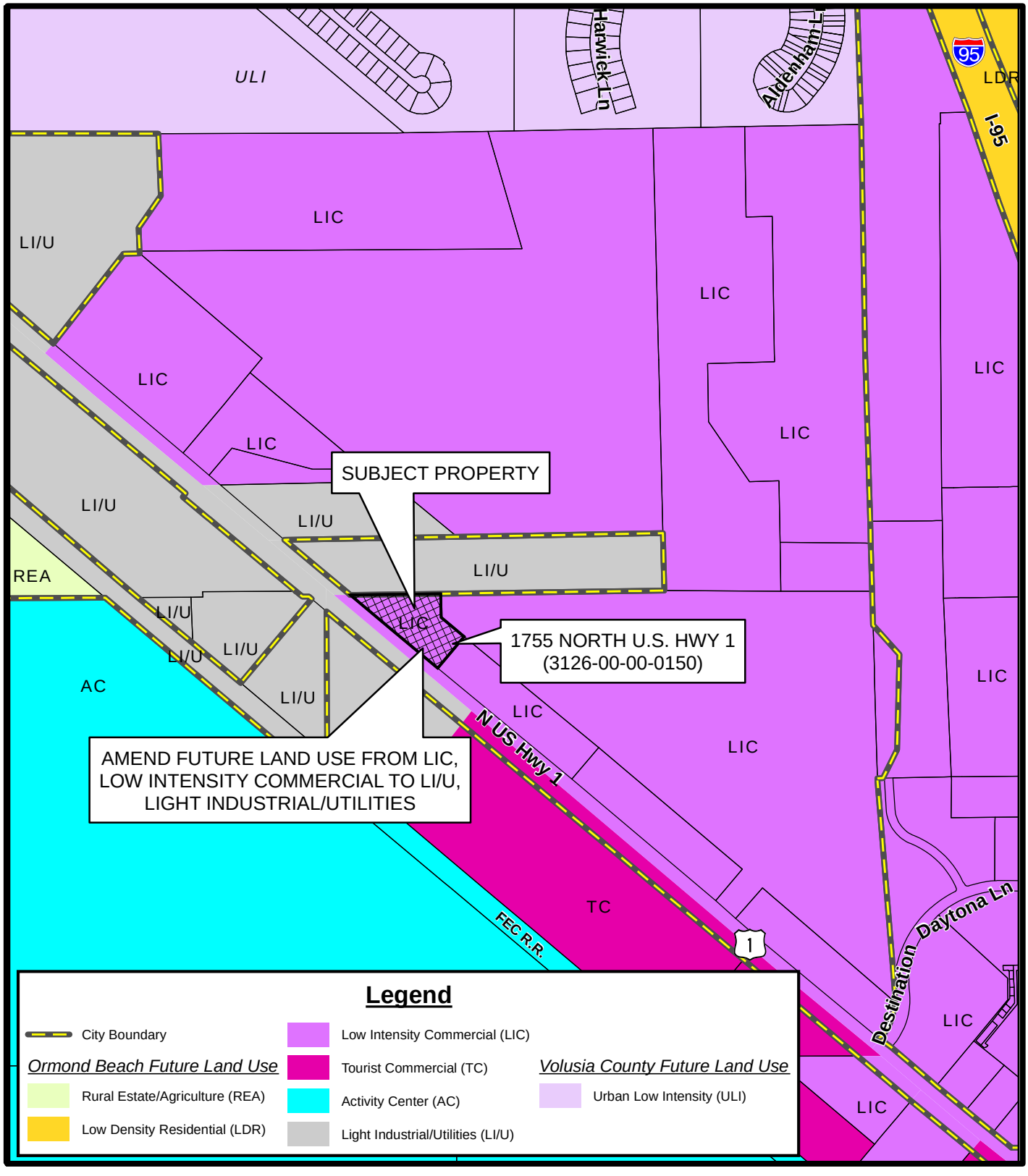
LESS AND EXCEPT THAT PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORD BOOK 3974, PAGE 2773, OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST. SAID POINT BEING THE INTERSECTION OF SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER AND THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY # 1, A 125 FOOT WIDE RIGHT OF WAY AS NOW LAID OUT, HAVING 75 FEET OF SAID RIGHT OF WAY ON THE EASTERLY SIDE OF THE CENTERLINE OF SAID HIGHWAY PAVING; THENCE N40'05'E, A DISTANCE OF 273 FEET TO THE CENTERLINE OF AN IRRIGATION DITCH, SAID DITCH BEING APPROXIMATELY 15 FEET IN WIDTH; THENCE S49°55'E ALONG THE CENTERLINE OF AFORESAID DITCH, A DISTANCE OF 1000 FEET; THENCE S40°05'W A DISTANCE OF 273 FEET TO A POINT IN EASTERLY RIGHT OF WAY LINE OF AFORESAID U.S. HIGHWAY #1; THENCE N49°55'W A DISTANCE OF 1000 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE WESTERLY 35 FEET THEREOF, USED TO WIDEN U.S. HIGHWAY #1.

Location map



APPLICANT: Wayne's Solar, Inc.
OWNER: Wayne's Solar, Inc.
ADDRESS: 1755 North U.S. Highway 1
PARCEL ID# 3126-00-00-0150

EXHIBIT "B"



FUTURE LAND USE MAP
1755 NORTH U.S. HWY 1
(3126-00-00-0150)

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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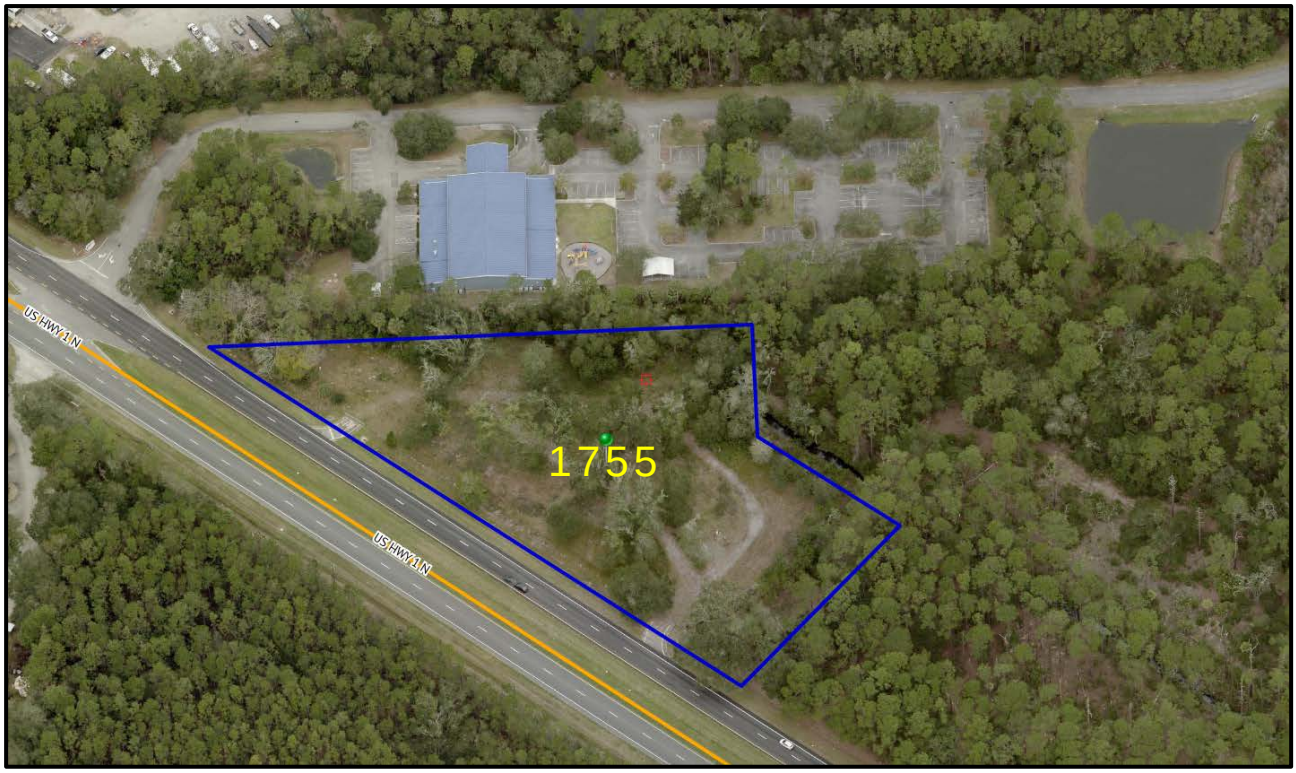
STAFF REPORT

City of Ormond Beach
Department of Planning

MEETING DATE:	April 13, 2023
SUBJECT:	1755 North U.S. Highway 1, Small-Scale Land Use Map Amendment
APPLICANT:	Wayne's Solar, Inc., property owner
NUMBER:	LUPA 2023-032
PROJECT PLANNER:	Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request from Wayne's Solar, Inc., property owner, for a Land Use Map Amendment from LIC, "Low Intensity Commercial" to LI/U, "Light/Industrial/Utilities" for a 3.06-acre parcel located at 1755 North U.S. Highway 1. The subject property is shown in Exhibit 1:

EXHIBIT 1: Subject property, 1755 North U.S. Highway 1:



BACKGROUND: The property has an existing city land use of "Low Intensity Commercial" and a city zoning designation of B-7, Highway Tourist Commercial. The subject property is within the North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA). The North US 1 Interlocal Service Boundary Agreement between the City of Ormond Beach and the County of Volusia established a municipal service area designed to:

- Encourage intergovernmental coordination in planning, service delivery, and boundary adjustments;
- Reduce intergovernmental conflicts and litigation between local governments;
- Promotes sensible boundaries that reduce the costs of local governments;
- Avoid duplicating local services;
- Increase political transparency and accountability; and
- Prevent inefficient service delivery and an insufficient tax base to support the delivery of those services.

The City Commission adopted the original North US 1 Interlocal Service Boundary Agreement (ISBA) on August 19, 2014 per Ordinance No. 2014-27. Volusia County Council adopted the Interlocal Service Boundary Agreement on August 21, 2014 by Volusia County Ordinance No. 2014-12. Ordinance 2015-05 established the land use amendments for the ISBA and was adopted on January 20, 2015. As part of the land use map amendment adoption, a map annotation that limits density to eight (8) units per acre and a maximum floor area ratio of 0.50 for retail uses and 0.55 for all other non-residential uses. Ordinance 2015-13 established the city zoning designations for properties within the ISBA and was approved on April 7, 2015.

The application seeks a Land Use Map Amendment from LIC, "Low Intensity Commercial" to LI/U, "Light/Industrial/Utilities". There is a separate item for review for the related Zoning Map Amendment from B-7, Highway Tourist Commercial to I-1, Light Industrial. The applicant has conducted a pre-application meeting with the Site Plan Review Committee and indicated a desire to construct a business warehouse.

Existing Land Use:

The City of Ormond Beach Comprehensive Plan provides the directive text for the existing City land use of "Low Intensity Commercial" that states the following:

> Purpose: A multi-use land use category to depict those areas of the city that are now developed, or appropriate to be developed, for retail, office and professional services, residential, and restaurants consistent with the surrounding uses, transportation facilities and natural resource characteristics of such areas. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.
>
> Density: Maximum 10 units per acre.
>
> Maximum FAR: 0.6

Policy 9.1.4. of the Future Land Use Element of the Comprehensive Plan contains table 4 that provides land use map annotations as follows:

- Low Intensity Commercial (LIC): Density shall not exceed 8 dwelling units per acre. Maximum FAR shall not exceed 0.50 for Retail or 0.55 for all other Nonresidential uses.
- Light Industrial/Utilities (LI/U): Maximum Floor Area Ratio shall not exceed 0.60.

Proposed Land Use

City of Ormond Beach Comprehensive Plan provides the directive text for the proposed City land use of "Light Industrial/Utilities" (LI/U) that states the following:

> Purpose: To provide for the location of light industrial operations and similar uses and would generally include the I-1 (Light Industrial) type of development as stipulated in the zoning district regulations. This land use category also includes areas of the City which will be used for public utilities such as water and wastewater treatment plants, water tanks, and power stations and transit.
>
> Density: Not permitted.
>
> Maximum FAR: 0.8

Policy 9.1.4. of the Future Land Use Element of the Comprehensive Plan contains table 4 that provides land use map annotations that would be applicable and impose a Floor Area Ratio limitation of 0.60.

Application process: The proposed land use amendment schedule of the subject property is as follows:

EXHIBIT 2: Tentative land use map amendment schedule:

Action	Date
Planning Board	April 18, 2023
City Commission, 1st Reading	May 16, 2023
City Commission, 2nd Reading	June 6, 2023

The applicant has submitted a letter (ATTACHMENT 3) requesting that the land use and zoning applications be heard together at the City Commission per Section 163.3184(12), *Florida Statues*. The zoning map amendment would not be effective until the final approval of the land use amendment.

The following public notices have or are required to occur:

EXHIBIT 3: Public Notice:

Public Notice	Date	Notes
Planning Board	March 27, 2023	300' radius
Newspaper advertisement for Planning Board	March 31, 2023	
Abutter letters for City Commission meetings	April 1, 2023	300' radius
Newspaper advertisement for City Commission, 2nd reading	May 26, 2023	

The project information has also been posted on the city website under the Planning Department at: (1) Development Reports, https://www.ormondbeach.org/247/Development-Projects and (2) Public Hearing Advertisements and Notices, https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice.

ANALYSIS:

The application seeks an amendment from a commercial land use designation to an industrial land use designation with the goal of constructing a business warehouse use.

Policy 2.5.2. of the Future Land Use Element of the Comprehensive Plan provides the criteria listed below to review land use amendments:

1. Whether the future land use amendment is consistent with the Comprehensive Plan Goals, Objectives and Policies.

The Interlocal Service Boundary Agreement area contains both commercial and industrial areas. The change to an industrial use is consistent with the city's Comprehensive Plan. The amendment is consistent with the goal, objective, and policies of the Future land Use Element as shown below:

GOAL 1. LAND USE DISTRIBUTION

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

2. Whether the proposed plan amendment meets the criteria established in the Florida Statutes.

In accordance with Chapter 163.3187(1), Florida Statutes, any local government Comprehensive Plan amendments directly related to proposed small-scale development activities may be approved without regard to statutory limits on the frequency of consideration of amendments to the local Comprehensive Plan. A small-scale development amendment may be adopted only under the following conditions:

a. The proposed amendment involves a use of 50 acres or fewer.

The subject property is 3.06± acres (less than 50 acres).

b. The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's Comprehensive Plan, but only proposes a land use change to the future land use map for a site-specific small-scale development activity. However, text changes that relate directly to, and are adopted simultaneously with, the small-scale future land use map amendment shall be permissible under this section.

The proposed amendment is solely for the Future Land Use Map and does not propose any text amendments to the City's Comprehensive Plan.

c. The property that is the subject of the proposed amendment is not located within an area of critical state concern, unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3), and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1).

This criterion is not applicable as the site location is not located within an area of state critical concern.

3: Whether the land use is an appropriate use of the land.

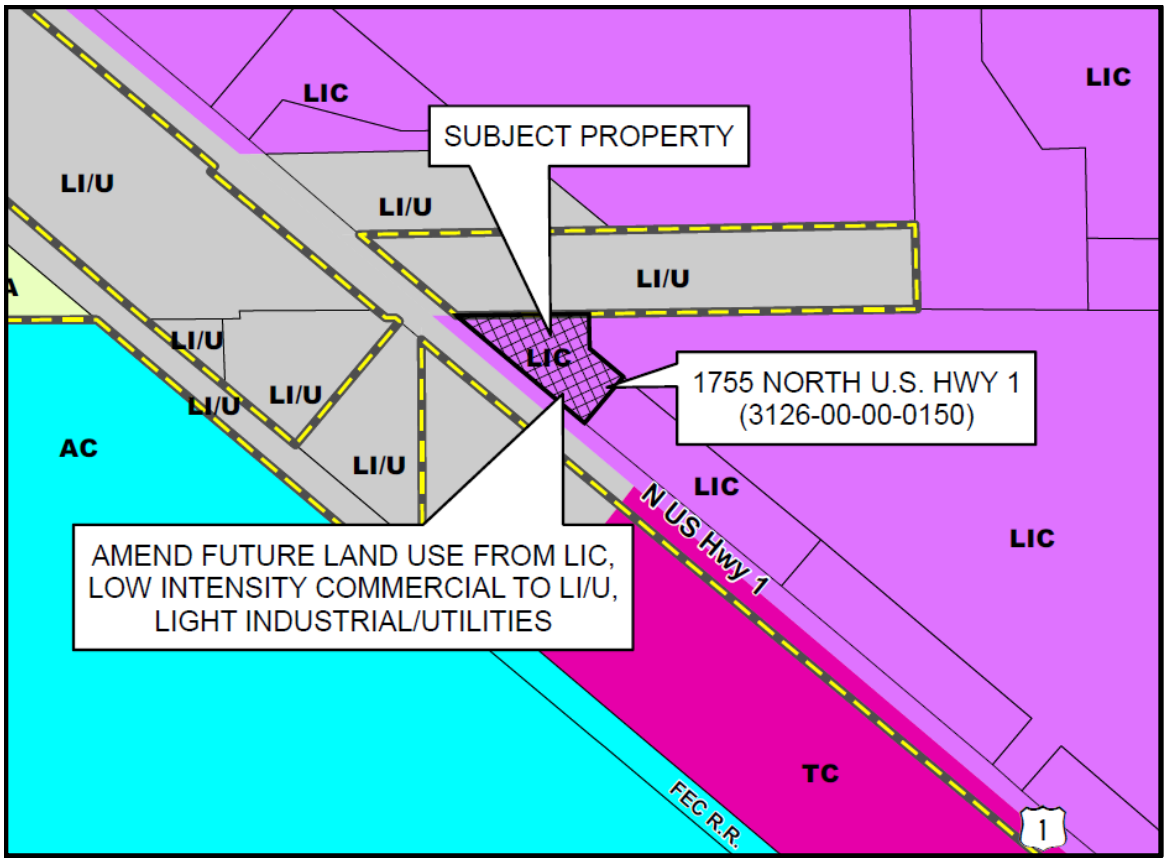
Industrial land use designations exist to the north and across North U.S. Highway 1. The proposed use of a business warehouse is consistent with the North U.S. Highway 1 corridor. Land development regulations require a 36' landscape area along North U.S. Highway 1 and the building frontage along the roadway to be architecturally treated.

The adjacent land use designations and zoning classifications are shown in Exhibit 4 and the Existing Future Land Use designations are shown in Exhibit 5 below:

EXHIBIT 4: Land use and zoning designations:

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	**Existing Future Land Use Designation**	**Existing Zoning Classifications**
North	House of Worship	"Light Industrial/Utilities"	I-1, Light Industrial
South	Vacant & RV resort	"Low Intensity Commercial"	B-7, Highway Tourist Commercial
West	Vacant and industrial	"Light Industrial/Utilities"	I-1, Light Industrial
East	House of Worship & RV resort	"Low Intensity Commercial"	B-7, Highway Tourist Commercial

EXHIBIT 5: Existing Future Land Use map for the area:



4. Whether there is adequate infrastructure to serve the proposed land use.

The analysis of infrastructure needs for a comprehensive plan amendment is different from a concurrency review for a site plan. The impact analysis examines the maximum expected impacts of the current designation versus the requested designation based on a preliminary development scenario. This analysis is not meant to replace or contradict the findings of a Concurrency Management Review. However, the relative differences between designations can provide useful information in the long-range planning process. The analysis is based on 3.06 acres with the existing land use of "Low Intensity Commercial" and the proposed land use of "Light Industrial/Utility" (LI/U)

EXHIBIT 6: Impact analysis:

Property acreage = 3.06 acres		
Allowed entitlements	**Existing LIC land use**	**Proposed LI/U land use**
Maximum density (residential) units per acre*	8	0
Maximum density (residential)	24 units	0
Maximum floor area ratio*	0.50	0.60
Maximum building square footage (SF)	66,647 SF	79,976 SF

*Based upon map annotations in the Interlocal Service Boundary Agreement area

The existing land use of "Low Intensity Commercial" would allow a maximum of 24 residential units and a maximum building of 66,647 square feet. The proposed land use does not allow residential units and the maximum building size is 79,976 square feet.

EXHIBIT 7: Water and Sewer impact analysis:

Existing		
Land Use	**Water (gallons per day)**	**Sewer (gallons per day)**
"Low Intensity Commercial"	9,997	8,498
Proposed		
Land Use	**Water (gallons per day)**	**Sewer (gallons per day)**
"Light Industrial/Utilities"	11,997	10,198
INCREASE	**+2,000**	**+1,700**

Notes:

- Commercial/Industrial water = (square feet/100) X 15 gallons of water per day
- Commercial/Industrial sewer = Water gallons per day X 85%

The existing wastewater treatment plant is currently permitted for a rated capacity of 8 million Gallons per Day (MGD) for wastewater influent flow from the sanitary sewer collection system. The most recent annual period average daily flow to the facility is 4.98 MGD. The most recent annual period average daily treated effluent flow for reuse customers is 3.30 MGD. Approved development projects proposed, 0.58 MGD for wastewater treatment added with current wastewater plant flow is estimated at 5.56 MGD at build out. The plant capacity remaining is 2.44 MGD if all approved projects are built out. The LOS for sanitary sewer continues to be met.

The City operates a single water treatment plant having a permitted and rated capacity remaining at 12 million Gallons per Day (MGD). The existing demand for water use during the most recent annual period is 5.50 MGD. When the proposed projects of 0.55 for the city's service area are added to the existing demand, the total is 6.05 MGD. There is a remaining capacity of 5.95 MGD if all approved projects are built out. The LOS for potable water service continues to be met.

Traffic:

The proposed land use amendment would reduce the theoretical maximum development by 1,843 average daily trips.

EXHIBIT 8: Traffic impact analysis:

Existing		
Land Use	**ITE land use category**	**Trip Generation**
"Low Intensity Commercial"	#820, Shopping Center	36
Total existing land use average daily trips		2,400
Proposed		
Land Use	**ITE land use category**	**Trip Generation**
""Light Industrial/Utilities"	#110, Light Industrial	6.97
Total proposed land use average daily trips		557
	NET REDUCTION	**1,843**

Stormwater Management: The site development of each land development area has designed a stormwater management system.

Solid Waste: Solid waste provision would be addressed at the time of site development.

Schools: The proposed amendment reduces the allowed residential use from 24 residential units to zero which decreases the need for school facilities.

Recreation: Ormond Beach has approximately 602 acres of parkland and facilities and the proposed amendment would have no impact on the city recreation level of service. Based on a city population of 44,671 acres and a required 13 acres of parkland per 1,000 residents, 580.72 acres of parkland is required. The city is in the process of acquiring 901 Airport Road to add an additional 18.60 acres of parkland.

Other Services: City police and fire protection services serve this area. The parcel is located within an approximate 4-5-minute response time from emergency facilities. There is no impact to other city services.

5. Whether the proposed map amendment impacts surrounding jurisdictions.

The proposed land use amendment is not expected to impact surrounding jurisdictions.

RECOMMENDATION:

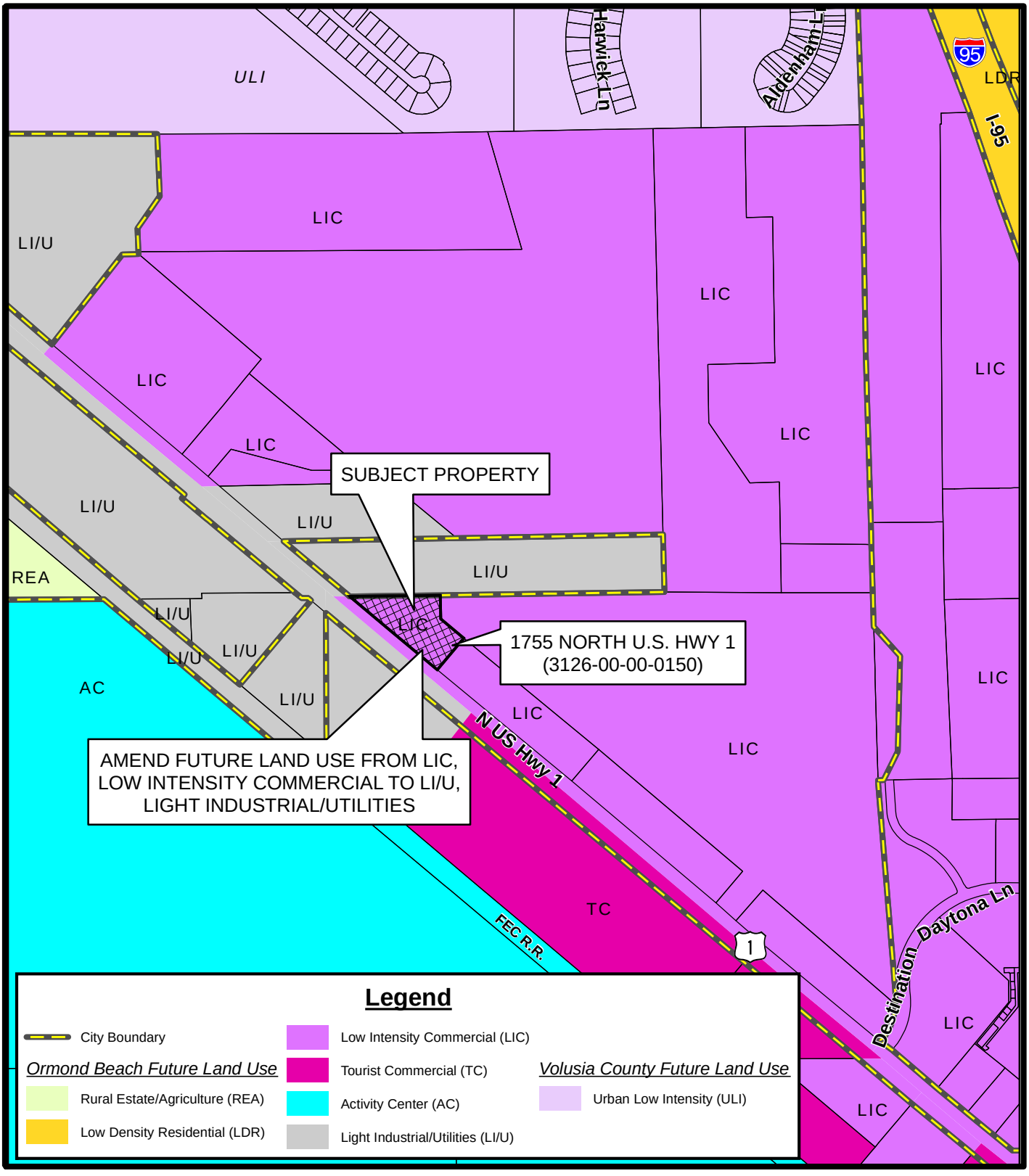
Staff recommends that the Planning Board recommend **APPROVAL** for a Small-Scale Comprehensive Plan Land Use Map amendment from LIC, "Low Intensity Commercial" to LI/U, "Light/Industrial/Utilities". The tentative City Commission dates are May 16, 2023 and June 6, 2023.

Attachments:

Attachment 1: Proposed land use map
Attachment 2: Sketch and legal description of subject property
Attachment 3: Zoning, location, aerial maps and applicant letter

ATTACHMENT 1

Proposed land use map



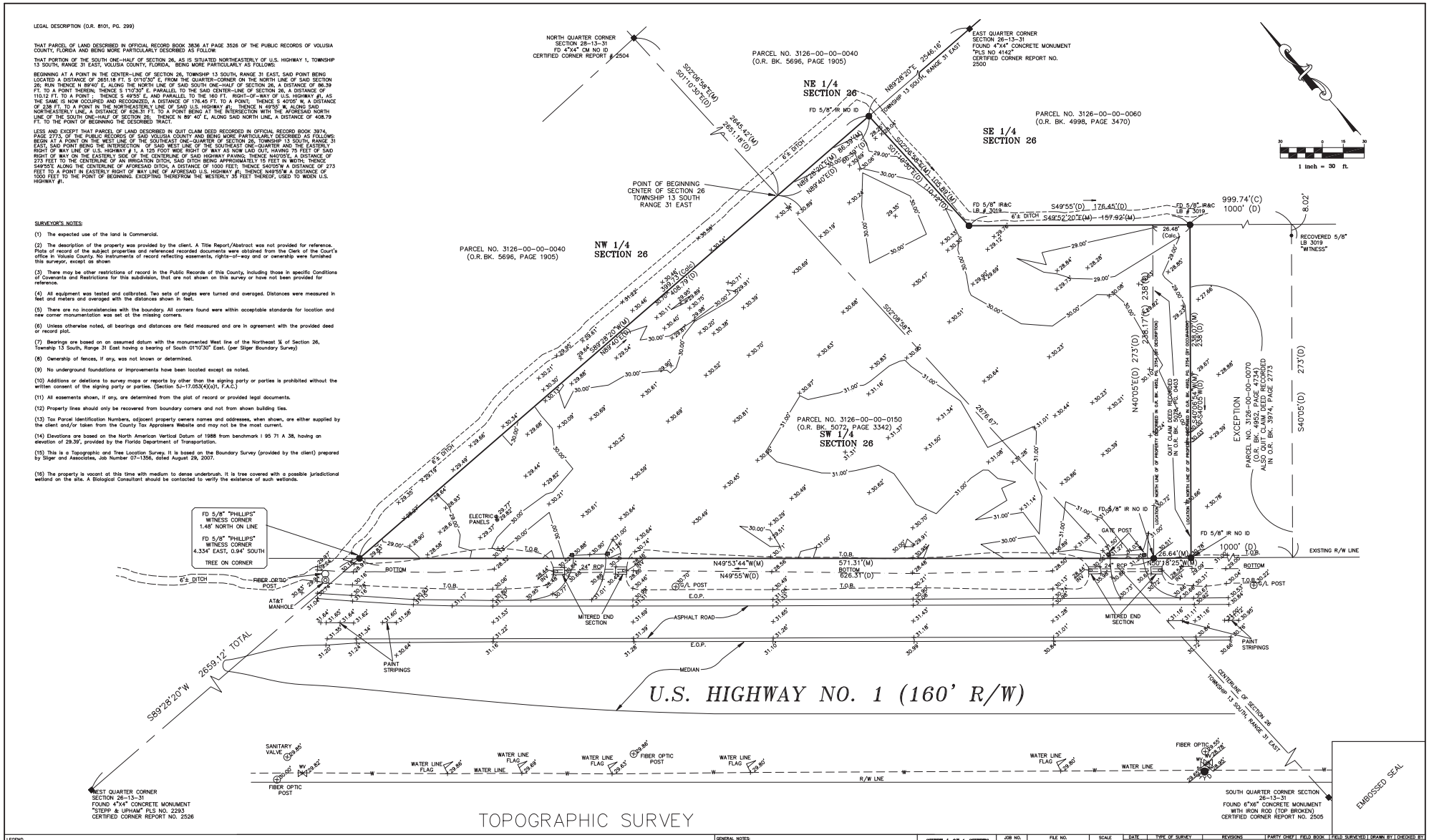
FUTURE LAND USE MAP
1755 NORTH U.S. HWY 1
(3126-00-00-0150)

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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ATTACHMENT 2

Survey and legal description of subject property



TOPOGRAPHIC SURVEY

LEGEND

' = DEGREES, ' = MINUTES, " = SECONDS: WHEN USED IN A BEARING
" = FEET, " = INCHES: WHEN USED IN A DISTANCE
℄ = CENTERLINE
Δ = DELTA = CENTRAL ANGLE
-x- = FENCE
✧ = FIRE HYDRANT
☆ = LIGHT POLE
± = MORE OR LESS
-o- = UTILITY POLE
□ = WOOD POWER POLE
Ⓜ = WATER METER
⋈ = WATER VALVE
SET 5/8" IR&C (#3020) UNLESS OTHERWISE NOTED
⊗ = WATER VALVE
A/C = AIR CONDITIONER
AC = ACRES
ASPH = ASPHALT
BFE = BASE FLOOD ELEVATION
BM = BENCHMARK
= TREE SYMBOL
OH-E = OVERHEAD ELECTRIC
OH-T = OVERHEAD TELEPHONE
CBG = CURB & GUTTER
CH = CHORD DISTANCE
CH BR = CHORD BEARING
CLF = CHAIN-LINK FENCE
CM = CONCRETE MONUMENT
CMP = CORRUGATED METAL PIPE
C.O. = CLEAN OUT
CONC = CONCRETE
(D) = DEED CALL
(C) = CALCULATED
CATV = CABLE TV
D.U.P. = DUCTILE IRON PIPE
E/P = EDGE OF PAVEMENT
E = EAST
EL = ELEVATION
ELEC = ELEC. METER
ESMT = EASEMENT
(F) = FIELD MEASUREMENT
FD. = FOUND
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
FP&L = FLORIDA POWER & LIGHT
FH = FIRE HYDRANT
INV. = INVERT
IR&C = IRON ROD & CAP
IP = IRON PIPE
L = ARC LENGTH
(M) = FIELD MEASURED
MAS = MASONRY
MB = MAP BOOK
MH = MANHOLE
N = NORTH
N.A.V.D.88 = NORTH AMERICAN VERTICAL DATUM
N&C = NAIL & CAP
N.G.V.D. 1929 = NATIONAL GEODETIC VERTICAL DATUM
NO ID. = NO IDENTIFICATION
(NR) = NON-RADIAL LINE
N&T = NAIL & TAB
OR = OFFICIAL RECORDS BOOK & PAGE
(P) = PLAT
P.C. = POINT OF CURVATURE
PCP = PERMANENT CONTROL POINT
PG = PAGE
PHE = PERPETUAL HARMONIZING EASEMENT PER F.D.O.T.
POB = POINT OF BEGINNING
P.O.R. = POINT OF REFERENCE
PRM = PERMANENT REFERENCE MONUMENT
P.T. = POINT OF TANGENCY
PVC = POLYVINYL CONDUIT
(R) = RADIAL LINE
R = RADIUS
R&C = RE-ROD & CAP
RCP = REINFORCED CONCRETE PIPE
RES = RESIDENCE
RGE = RANGE
ROD = REINFORCING ROD
RR SPK = RAILROAD SPIKE
R/W = RIGHT-OF-WAY
S = SOUTH
S/W = SIDEWALK
SBT&T = SOUTHERN BELL
SEC = SECTION
STY = STORY
T = TANGENT
TWP = TOWNSHIP
= LIFT STATION & SATELLITE RECREATION AREA
W = WEST
WF = WOOD FENCE
WM = WATER METER
= TELEPHONE BOX
= FIBER OPTIC CABLE BOX
= CATV BOX
= ELECTRIC SERVICE
= FP&L TRANSFORMER ON CONCRETE PAD

GENERAL NOTES:
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN. THERE MAY BE ADDITIONAL RESTRICTIONS AND OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. SURVEY PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. ALL MEASUREMENTS SHOWN ARE IN FEET AND HUNDREDTHS THEREOF.
THE TERM CERTIFIED AS USED IN THIS STATEMENT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND FIRM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR THE ACTIONS OF ANY CONTRACTOR, SUBCONTRACTOR, OR ANY OTHER PERSON OR ENTITY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.
THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE PEOPLE LISTED HEREON. ANY REUSE OF THIS SURVEY IN ANY SUBSEQUENT TRANSACTION, ANY USE OR REPRODUCTION OF THIS SURVEY WITHOUT THE EXPRESS PERMISSION OF THE SURVEYOR IS PROHIBITED. USE OF THIS SURVEY IN ANY SUBSEQUENT TRANSACTION IS NOT AUTHORIZED. THE SURVEYOR EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONAL NO PERSON OTHER THAN THOSE LISTED SHOULD RELY UPON THIS SURVEY.

SHEET 1 OF 1 SHEETS	JOB NO. 21-7567	FILE NO. 21-7567	SCALE 1"=30'

PREPARED BY: © 2023
A.A. WILBERT JR., LAND SURVEYING, INC.
P.O. BOX 1497, ORMOND BEACH, FLORIDA 32175
(386) 676-9056
Andrew A Wilbert Jr. Digitally signed by Andrew A Wilbert Jr. Date: 2023.03.14 14:49:30 -04'00'
F.L.S. # 3020 L.B. # 4267 VALID ONLY WITH EMBOSSED SEAL
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

DATE	TYPE OF SURVEY	REVISIONS	PARTY CHIEF	FIELD BOOK	FIELD SURVEYED	DRAWN BY	CHECKED BY
09/20/22	TOPOGRAPHIC AND TREES		PARRIN	117/106-160,LDC	9/20/22	CDJ	AAW
03/14/23	TOPOGRAPHIC	RENUMBERED SHEETS				CDJ	AAW

THIS PLAT IS HEREBY CERTIFIED TO:
1.) WAYNE'S SOLAR, INC.
2.)
3.)
4.)

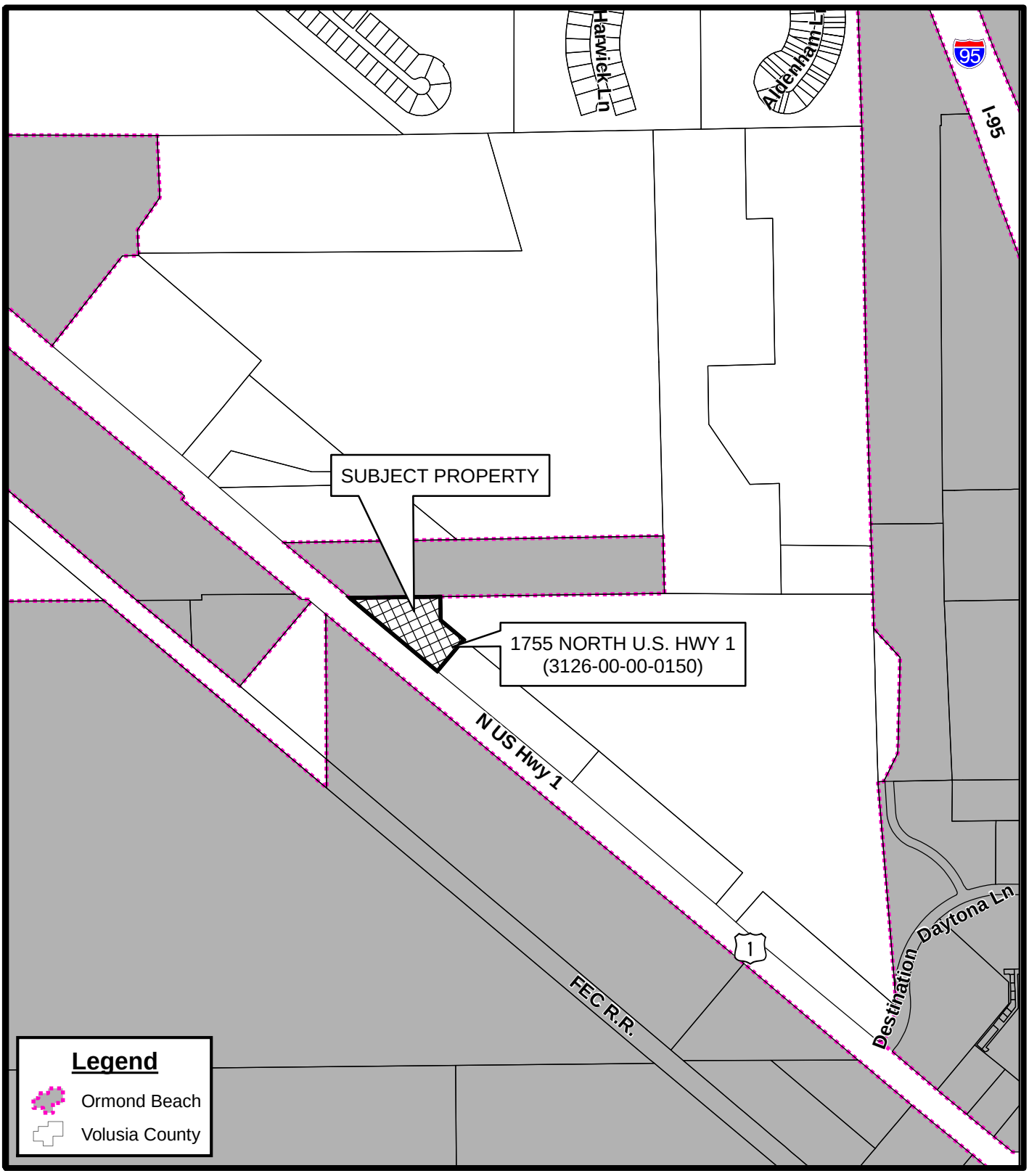
THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

C-415

21-7567_2004.DWG 03/14/2023 8:00 am

ATTACHMENT 3

Zoning, location, aerial maps and applicant letter



LOCATION MAP
1755 NORTH U.S. HWY 1
(3126-00-00-0150)

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

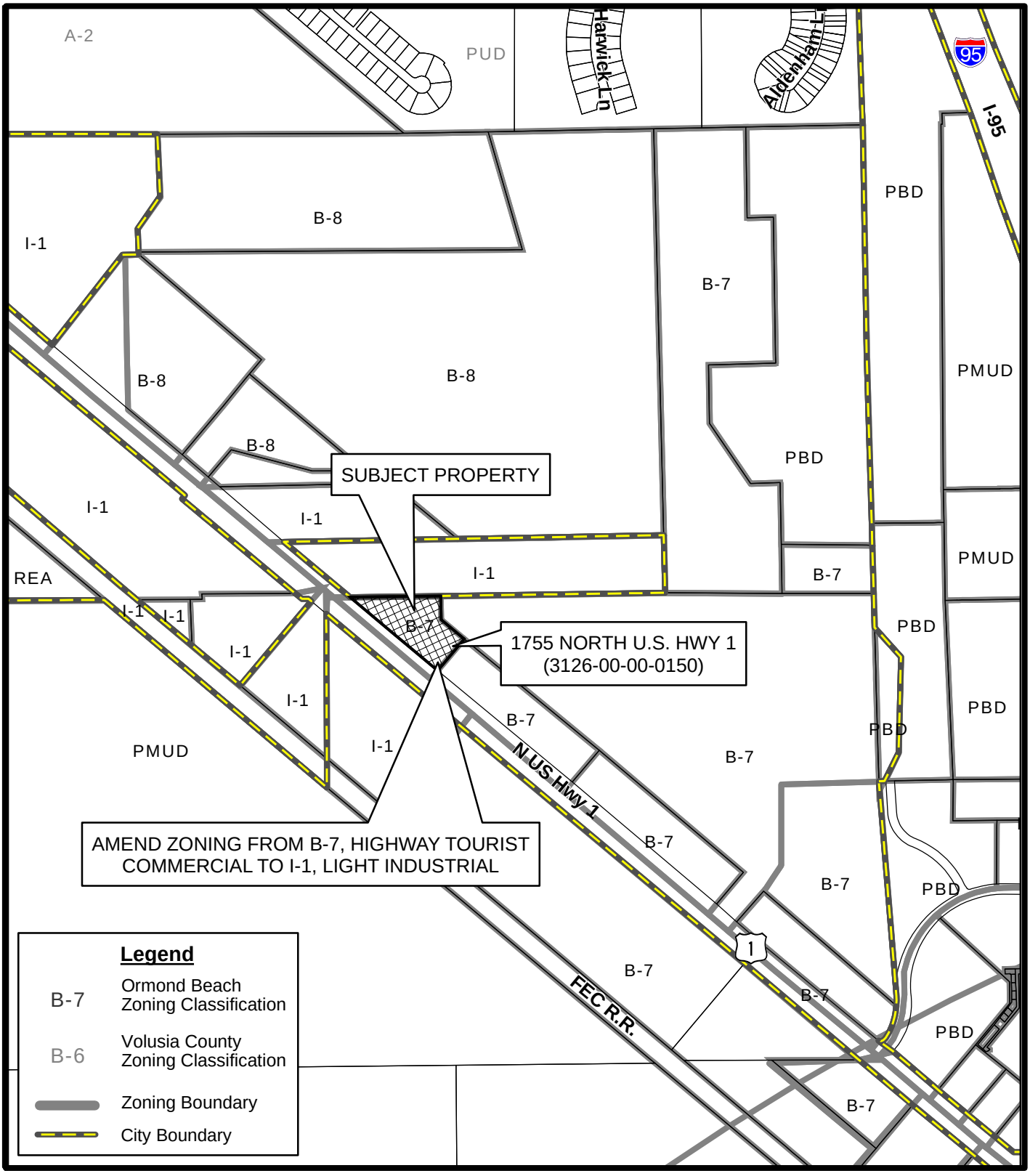
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AERIAL MAP
1755 NORTH U.S. HWY 1
(3126-00-00-0150)

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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ZONING MAP
1755 NORTH U.S. HWY 1
(3126-00-00-0150)

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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THE HARDY GROUP
BUILDING DESIGN & CONSTRUCTION
...for Design, Construction, Maintenance & Operations

March 28, 2023

Via Email-Steven.Spraker@ormondbeach.org

Mr. Steven Spraker
Planning Director
City of Ormond Beach
22 S. Beach St
Ormond Beach, FL 32174

RE: Concurrent Review Request of the Annexation, Comprehensive Plan Amendment & Zoning Amendments for:
1755 US 1 North, Ormond Beach
Waynes Solar, Inc.

Mr. Steven Spraker

Thank you for the opportunity to work with you on the above referenced project. The purpose of this letter is to request that the City of Ormond Beach [City] consider the application for the Small-Scale Land Use Map Amendment concurrently with the accompanying rezoning application for the purpose of the City Commission hearings & decision making, in accordance with FL Stat.

If there is any other information we can provide to assist in review of this request, please do not hesitate to reach out.

Richard L. Hardy
as President of The Hardy Group, Inc.
rlhardy@thehardygroup.com

975 S. Ponce de Leon Blvd. * St. Augustine, FL 32084

Phone: (904)471-5800 * Fax: (904)471-5820 * License No. (CGC017881/CUC037232) * www.thehardygroup.com

3/30/2023

Stephen Spraker
Planning Director
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

Introductory Letter for Land use & Zoning Changes

Dear Steven,

Wayne Phillips has been an active licensed solar contractor in Ormand Beach for more than 25 years. His company, Wayne's Solar, Inc. has been based in various locations in Ormond area the entire time. The companies continued growth has necessitated acquiring a larger property to expand into. The company plans on running the day-to-day solar operations from this location once a building is completed.

If there is any other information I can provide you to assist this request, please do not hesitate to reach out. Thank you for your consideration.

Sincerely,

Skip Wooden
General manager

DRAFT

Planning Board minutes from

April 13, 2023

ITEM:

LUPA 2023-032

1755 North U.S. Highway 1, Small-Scale Land Use Map Amendment

Board Comments

Mr. Galloway commented that he hopes that the applicant/developer go the extra mile to take care of any concerns aforementioned.

Mr. Railsback reflected on HOA responsibility with short-term rentals and his experience with his HOA and short-term/Airbnb rentals and its effect. There was no language in his HOA contract regarding any rentals and urged that this be addressed so that it does not happen with RidgeHaven. He added the provision about the tree and parking matters in the contract as well.

Mr. du Moulin commended Mr. Storch on his presentation and noted that the developer is exceeding what most developers do.

Attorney Hayes touched on the rental matter, and explained that the City of Ormond Beach generally does not allow rentals in residential areas, but that there has been a push in the Florida Legislature to allow short-term rentals in every jurisdiction, regardless of whether or not those jurisdictions have an ordinance that has been grandfathered in, that prohibits rentals. He urged not to be surprised if in a year, or two, or three if there is a law that preempts the ability to do so. Attorney Hayes stated that the request will be treated as a voluntary concession by the applicant and not an imposition by the City. In the document it will be reflected that it is not being required as a condition for approval, but that the applicant has voluntarily agreed to take care of it.

Mr. Railsback added that in the last few sessions, the Legislature has excluded deed-restricted communities from the aforementioned home-rule, the roll back of the grandfathering of rentals. He emphasized the importance of capturing the specifics in the deed-restrictions in the contract as it is binding and will not be bound to Legislature addressing something in a municipality area.

D. FLUM 2023-032, 1755 North U.S. Highway 1, Future Land Use Map Amendment

Mr. Spraker, Planning Director, explained the request from Wayne's Solar, Inc. for a Land Use Map Amendment from LIC, "Low Intensity Commercial" to "Light/Industrial/Utilities" for a 3.06 acre parcel located at 1755 North U.S. Highway 1. It is currently a vacant parcel of land. He reviewed the wide range of commercial uses that the land use allows. Mr. Spraker stated that the property owner has indicated a desire to construct a business warehouse. Mr. Spraker stated the use is consistent with the surrounding area and staff recommends approval.

Applicant's presentation

Mr. Richard Hardy, Representative, 975 S. Ponce de Leon Blvd., St. Augustine, stated that he is a builder and developer and explained that Wayne's Solar is desiring to move to the proposed location.

Ms. Shull opened it up to the Board for discussion and entertained a motion.

Mr. Galloway asked if this property would be the business site for Wayne's Solar and Mr. Hardy confirmed that is the plan.

Ms. Shull inquired about what was presented regarding the existing land use being 10 maximum units per acre, and the proposed reflecting that the density is not permitted. Mr. Spraker explained that the "Light/Industrial" land use does not allow residential uses.

Mr. Scudiero motioned to approve FLUM 2023-032, 1755 North U.S. Highway 1, Future Land Use Map Amendment. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

E. ZMA 2023-033, 1755 North U.S. Highway 1, Zoning Map Amendment

Mr. Spraker, Planning Director, stated that this request from Wayne's Solar, Inc. is for a Zoning Map Amendment from B-7, Highway Tourist Commercial to I-1, Light Industrial for a 3.06 acre parcel located at 1755 North U.S. Highway 1. Mr. Spraker continued that the zoning designation needs to be consistent with the land use. Mr. Spraker remarked that staff recommends approval.

Ms. Shull opened it up to the Board for discussion and entertained a motion.

Mr. Jorczak motioned to approve ZMA 2023-033, 1755 North U.S. Highway 1, Zoning Map Amendment. Mr. du Moulin seconded it. Vote was called, and the motion was approved (6-0).

F. LDC 2023-043, Land Development Code Amendment: Section 2-21, T-2, Manufactured Home, Special Standards

Mr. Spraker, Planning Director, explained the administrative request to amend Chapter 2, District and General Regulations, Section 2-21, T-2, Manufactured Home zoning district of the Land Development Code (LDC) to re-establish the special standards to allow replacement of manufactured/mobile homes, located within previously established mobile home parks, with new manufactured/mobile homes. Mr. Spraker commented that this standard existed in 2015 and a LDC amendment took it out is because it was believed that there was no existing manufactured or mobile home communities that had the T-2 zoning. Mr. Spraker detailed that there is a property with a T-2 zoning designation that needs the special standards to allow the replacement of existing mobile homes. Mr. Spraker concluded that staff recommends approval.

Board Questions

Mr. Galloway asked if this amendment was specifically for one property. Mr. Spraker confirmed that it was for the Ridgecrest Mobile Home park on North Yonge Street which has a T-2 zoning designation.

Mr. Railsback questioned if the amendment would seek additional areas of the city zoned T-2. He stated his understanding was that it was for existing properties zoned T-2. Mr. Spraker confirmed that the amendment was only for existing T-2 zoned properties.

DRAFT

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 8.F
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-28
Strategic Goal:	Transportation & Community Development - Other		
Department :	Planning & Building		
Subject:	1755 North U.S. Highway 1, Zoning Map Amendment (SECOND READING)		
Budget Impact:	There is no budget impact as the result of this zoning map amendment.		
Summary:	This is a request from Wayne's Solar, Inc., property owner, for a zoning map amendment from B-7, Highway Tourist Commercial to I-1, Light Industrial for a 3.06-acre parcel located at 1755 North U.S. Highway 1. The Planning Board recommended approval of this application with a 6-0 vote.		
Recommended Action:	The Planning Board recommended the City Commission approve a zoning map amendment for a 3.06-acre parcel located at 1755 North U.S. Highway 1 from B-7, Highway Tourist Commercial to I-1, Light Industrial. The zoning map amendment would not be approved until the land use map amendment for the property is effective, typically 31 days after the second City Commission meeting.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	5/17/2023	
Claire Whitley, Assistant City Manager	5/17/2023	
Joyce Shanahan, City Manager	5/25/2023	

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: June 6, 2023

Subject: 1755 North U.S. Highway 1, Zoning Map Amendment (SECOND READING)

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request from Wayne's Solar, Inc., property owner, for a zoning map amendment from B-7, Highway Tourist Commercial to I-1, Light Industrial for a 3.06-acre parcel located at 1755 North U.S. Highway 1.

Background

The property has a land use designation of "Low Intensity Commercial" and a city zoning designation of B-7, Highway Tourist Commercial. The subject property is within the North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA). The North US 1 Interlocal Service Boundary Agreement between the City of Ormond Beach and the County of Volusia established a municipal service area designed to:

- Encourage intergovernmental coordination in planning, service delivery, and boundary adjustments;
- Reduce intergovernmental conflicts and litigation between local governments;
- Promotes sensible boundaries that reduce the costs of local governments;
- Avoid duplicating local services;
- Increase political transparency and accountability; and
- Prevent inefficient service delivery and an insufficient tax base to support the delivery of those services.

The City Commission adopted the original North US 1 ISBA on August 19, 2014 per Ordinance No. 2014-27. Volusia County Council adopted the Interlocal Service Boundary Agreement on August 21, 2014 by Volusia County Ordinance No. 2014-12. Ordinance 2015-05 established the land use amendments for the ISBA and was adopted on January 20, 2015. As part of the land use map amendment adoption, a

map annotation that limits density to eight (8) units per acre and a maximum floor area ratio of 0.50 for retail uses and 0.55 for all other non-residential uses. Ordinance 2015-13 established the city zoning designations for properties within the ISBA and was approved on April 7, 2015.

There is a companion land use map amendment to this zoning map amendment that seeks to amend the subject property from LIC, "Low Intensity Commercial" to LI/U, "Light/Industrial/Utilities". **The purpose of this application is to assign a zoning designation consistent with proposed the LI/U, "Light/Industrial/Utilities" land use.** The applicant has requested, as allowed by state statute, that the land use amendment and zoning map amendment be heard by the City Commission at the same hearings. The zoning map amendment would not be approved until the land use map amendment for the property is effective, typically 31 days after the second City Commission meeting. The applicant has conducted a pre-application meeting with the Site Plan Review Committee and indicated a desire to construct a business warehouse.

Discussion

The purpose of the zoning map amendment is to make the subject property of 3.06 acres consistent with the LI/U, "Light/Industrial/Utilities" land use. The existing zoning designation is B-7, Highway Tourist Commercial and allows a broad range of commercial uses including, retail sales, multi-family, restaurants, personal services, and transient lodging. The proposed zoning designation is I-1, Light Industrial which allows industrial use such as warehouse and business warehouses.
Chapter 1, Article II, Section 1-18(e)(3) of the Land Development Code states that the City Commission shall consider rezonings based on the consistency with the Comprehensive Plan. The zoning map amendment is consistent based upon the following points:

- The impacts on facilities and services be less as a result of the requested zoning map amendment from the existing zoning district designation from B-7, Highway Tourist Commercial to I-1, Light Industrial; and
- The zoning request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Plan Map designation of LI/U, "Light/Industrial/Utilities".

Planning Board
The Planning Board reviewed the amendment at the April 13, 2023 meeting and recommended approval with a 6-0 vote. There were no individuals who spoke for or against this application. The Planning Board minutes are attached to this item.

Budget Impact

There is no budget impact as the result of this zoning map amendment.

Citizen Impact

No citizen impact is expected as the result of this request. The ISBA area contains both commercial and industrial areas. The change to an industrial use is consistent with the city's Comprehensive Plan and the proposed zoning designation is consistent with the land use of LI/U, "Light/Industrial/Utilities".

Recommendation

The Planning Board recommended the City Commission approve a zoning map amendment for a 3.06-acre parcel located at 1755 North U.S. Highway 1 from B-7, Highway Tourist Commercial to I-1, Light Industrial. The zoning map amendment would not be approved until the land use map amendment for the property is effective, typically 31 days after the second City Commission meeting.

Attachments:

1. 23-28 1755 North U.S. Highway 1 ZMA (P23-0081G)
2. Exhibit A, legal description, 1755 N US HWY 1, V2
3. Exhibit B, 1755_AMEND_ZONING
4. 04.13.2023, Zoning Map Amendment, 1755 North U.S. Highway 1, PB Staff Report
5. Draft PB Minutes, 1755 North U.S. Highway 1, ZMA

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: May 17, 2023

Claire Whitley, Assistant City Manager — Date: May 17, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: May 25, 2023

ORDINANCE NO. 2023-28

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE ONE PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 3.06 ACRES LOCATED AT 1755 NORTH U.S. HIGHWAY 1 (VOLUSIA COUNTY PARCEL NUMBER 3126-00-00-0150), FROM B-7, HIGHWAY TOURIST COMMERCIAL, TO I-1, LIGHT INDUSTRIAL; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Wayne's Solar, Inc., a Florida For Profit Corporation ("Applicant/Property Owner") is the fee simple owner of certain real property consisting of approximately 3.06 acres located at 1755 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0150), which is legally described and depicted in Exhibit "A" ("Property") attached hereto and incorporated herein, and

WHEREAS, the Applicant/Property Owner has submitted an application to the city to re-zone the Property from B-7, Highway Tourist Commercial, to I-1, Light Industrial, and

WHEREAS, the Property to be re-zoned is less than ten contiguous acres, consisting of approximately 3.06 contiguous acres, and

WHEREAS, the Applicant has requested the proposed zoning map amendment be reviewed and acted upon concurrently with the accompanying small-scale land use *Comprehensive Plan* amendment pursuant to Section 163.3184(12), *Florida Statutes*, and

WHEREAS, the proposed rezoning shall be contingent upon the proposed *Comprehensive Plan* amendment becoming effective, and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(3), of the *Land Development Code*, and

WHEREAS, the City Commission held a public hearing regarding this matter as required by Section 166.041(3)(c)(1), *Florida Statutes*, and

WHEREAS, all applicable legal notice requirements have been complied with, and

WHEREAS, the City Commission finds the proposed rezoning to be consistent with the Future Land Use Element, and the Future Land Use Map, of the City's adopted *Comprehensive Plan*, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. Paragraph C, Official Zoning Map, of Section 2-01, Established, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida is hereby amended by amending the Official Zoning Map, to change the zoning designation of one parcel of property located at 1755 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0150), as more particularly described and depicted in Exhibit "A" from B-7, Highway Tourist Commercial, to I-1, Light Industrial, as shown and depicted in Exhibit "B".

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. Based upon the Applicant's request, the application for zoning changes is being concurrently reviewed and acted upon with the *Comprehensive Plan* land use amendment as authorized by Section 163.3184(12), *Florida Statutes*. The change in zoning is contingent, and shall become effective, upon the proposed *Comprehensive Plan* amendment (Ordinance 2023-27) becoming effective.

PASSED UPON at the first reading of the City Commission, this 16th day of May, 2023.

PASSED UPON at the second and final reading of the City Commission, this 6th day of June, 2023.

BILL PARTINGTON
Mayor

ATTEST:

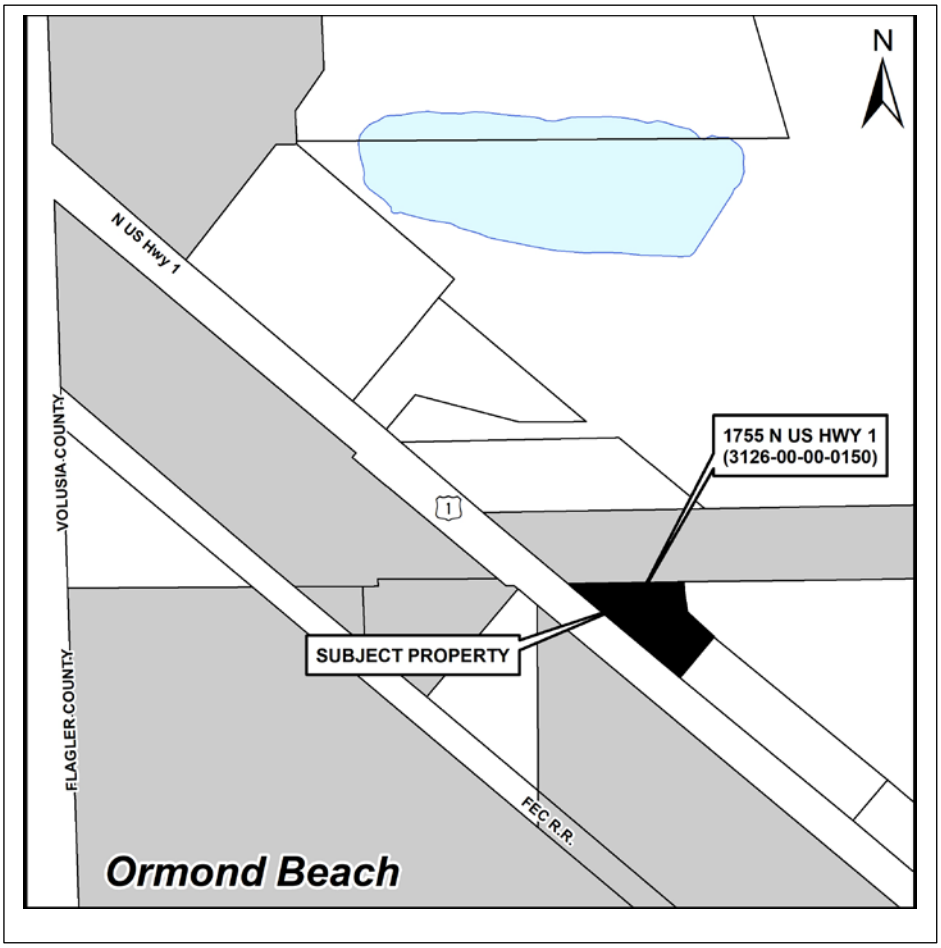
SUSAN CARROLL DAUDERIS
City Clerk

Legal Description
from Book 8101, Page 299

THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 3836 AT PAGE 3526 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:
THAT PORTION OF THE SOUTH ONE-HALF OF SECTION 26, AS IS SITUATED NORTHEASTERLY OF U.S. HIGHWAY 1, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTERLINE OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, SAID POINT BEING LOCATED A DISTANCE OF 2651.18 FT. S 01°10'30" E, FROM THE QUARTER-CORNER ON THE NORTH LINE OF SAID SECTION 26; RUN THENCE N 89°40' E, ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF OF SECTION 26, A DISTANCE OF 86.39 FT. TO A POINT THEREIN; THENCE S 1°10'30" E. PARALLEL TO THE SAID CENTER-LINE OF SECTION 26, A DISTANCE OF 110.12 FT. TO A POINT ; THENCE S 49°55' E. AND PARALLEL TO THE 160 FT. RIGHT-OF-WAY OF U.S. HIGHWAY #1, AS THE SAME IS NOW OCCUPIED AND RECOGNIZED, A DISTANCE OF 176.45 FT. TO A POINT; THENCE S 40°05' W, A DISTANCE OF 238 FT. TO A POINT IN THE NORTHEASTERLY LINE OF SAID U.S. HIGHWAY #1; THENCE N 49°55' W, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 626.31 FT. TO A POINT BEING AT THE INTERSECTION WITH THE AFORESAID NORTH LINE OF THE SOUTH ONE-HALF OF SECTION 26; THENCE N 89°40' E, ALONG SAID NORTH LINE, A DISTANCE OF 408.79 FT. TO THE POINT OF BEGINNING THE DESCRIBED TRACT.

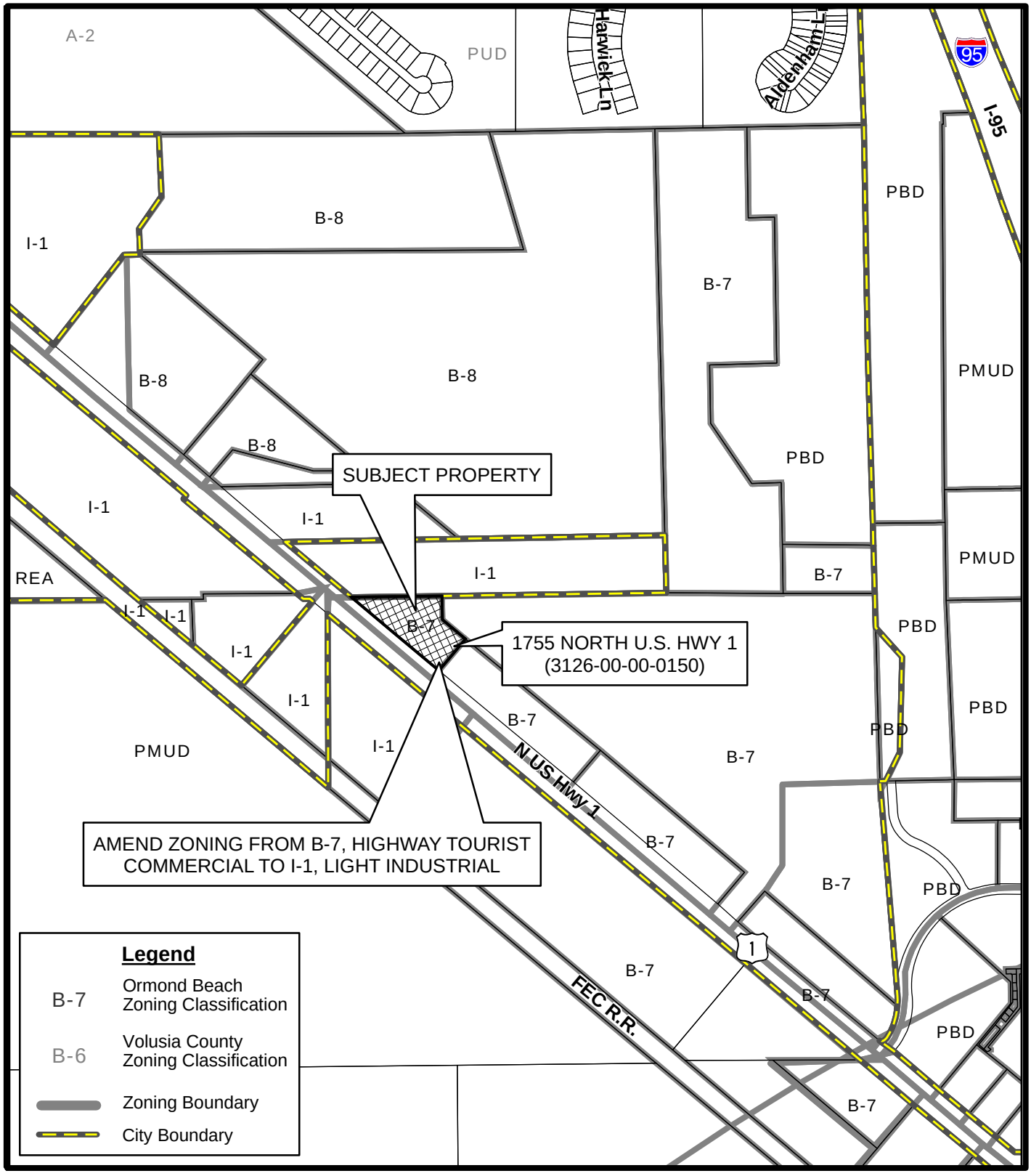
LESS AND EXCEPT THAT PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORD BOOK 3974, PAGE 2773, OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST. SAID POINT BEING THE INTERSECTION OF SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER AND THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY # 1, A 125 FOOT WIDE RIGHT OF WAY AS NOW LAID OUT, HAVING 75 FEET OF SAID RIGHT OF WAY ON THE EASTERLY SIDE OF THE CENTERLINE OF SAID HIGHWAY PAVING; THENCE N40'05'E, A DISTANCE OF 273 FEET TO THE CENTERLINE OF AN IRRIGATION DITCH, SAID DITCH BEING APPROXIMATELY 15 FEET IN WIDTH; THENCE S49°55'E ALONG THE CENTERLINE OF AFORESAID DITCH, A DISTANCE OF 1000 FEET; THENCE S40°05'W A DISTANCE OF 273 FEET TO A POINT IN EASTERLY RIGHT OF WAY LINE OF AFORESAID U.S. HIGHWAY #1; THENCE N49°55'W A DISTANCE OF 1000 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE WESTERLY 35 FEET THEREOF, USED TO WIDEN U.S. HIGHWAY #1.

Location map



APPLICANT: Wayne's Solar, Inc.
OWNER: Wayne's Solar, Inc.
ADDRESS: 1755 North U.S. Highway 1
PARCEL ID# 3126-00-00-0150

EXHIBIT "B"



ZONING MAP
1755 NORTH U.S. HWY 1
(3126-00-00-0150)

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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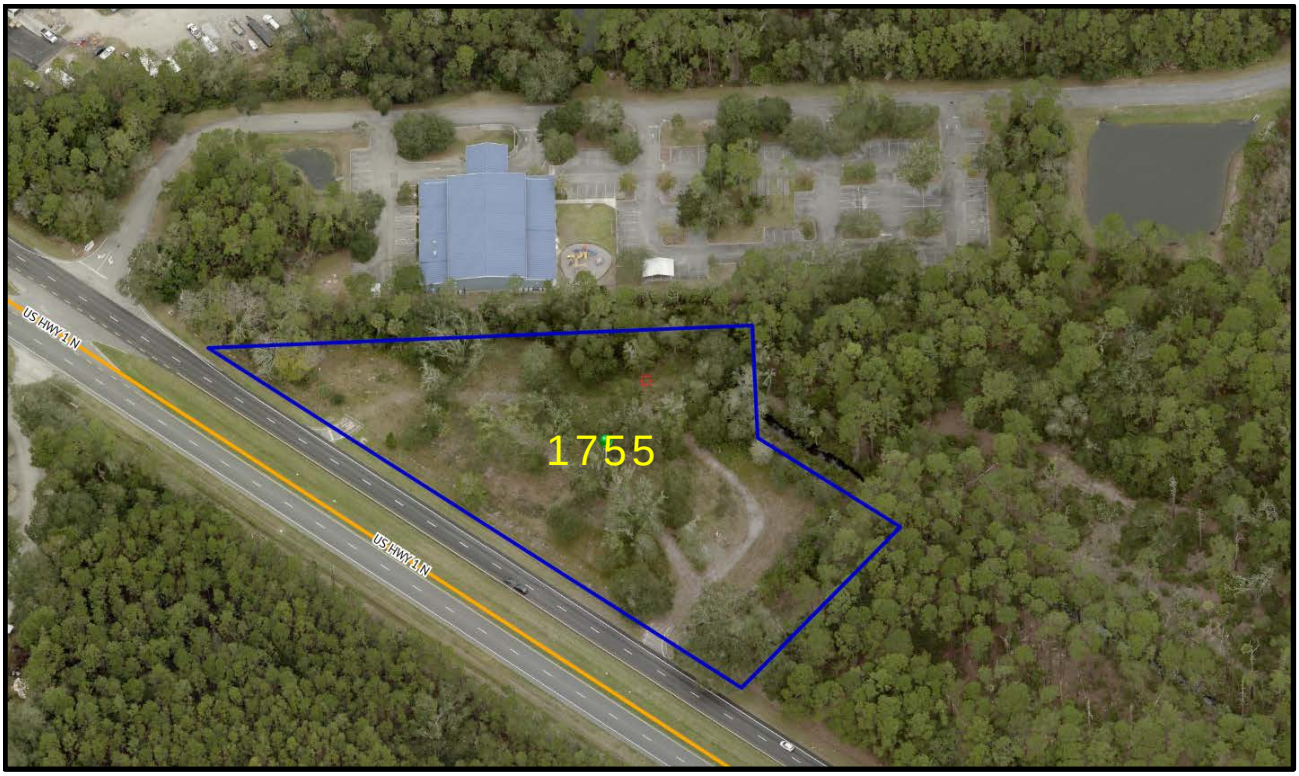
STAFF REPORT

City of Ormond Beach
Department of Planning

MEETING DATE: April 13, 2023
SUBJECT: 1755 North U.S. Highway 1, Zoning Map Amendment
APPLICANT: Wayne's Solar, Inc., property owner
NUMBER: LUPA 2023-033
PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request from Wayne's Solar, Inc., property owner, for a zoning map amendment from B-7, Highway Tourist Commercial to I-1, Light Industrial for a 3.06-acre parcel located at 1755 North U.S. Highway 1. The subject property is shown in Exhibit 1:

EXHIBIT 1: Subject property, 1755 North U.S. Highway 1:



BACKGROUND: The property has a land use designation of "Low Intensity Commercial" and a city zoning designation of B-7, Highway Tourist Commercial. The subject property is within the North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA). The North US 1 Interlocal Service Boundary Agreement between the City of Ormond Beach and the County of Volusia established a municipal service area designed to:

- Encourage intergovernmental coordination in planning, service delivery, and boundary adjustments;
- Reduce intergovernmental conflicts and litigation between local governments;
- Promotes sensible boundaries that reduce the costs of local governments;
- Avoid duplicating local services;
- Increase political transparency and accountability; and
- Prevent inefficient service delivery and an insufficient tax base to support the delivery of those services.

The City Commission adopted the original North US 1 Interlocal Service Boundary Agreement (ISBA) on August 19, 2014 per Ordinance No. 2014-27. Volusia County Council adopted the Interlocal Service Boundary Agreement on August 21, 2014 by Volusia County Ordinance No. 2014-12. Ordinance 2015-05 established the land use amendments for the ISBA and was adopted on January 20, 2015. As part of the land use map amendment adoption, a map annotation that limits density to eight (8) units per acre and a maximum floor area ratio of 0.50 for retail uses and 0.55 for all other non-residential uses. Ordinance 2015-13 established the city zoning designations for properties within the ISBA and was approved on April 7, 2015.

There is a companion land use map amendment to this zoning map amendment that seeks to amend the subject property from LIC, "Low Intensity Commercial" to LI/U, "Light/Industrial/Utilities". **The purpose of this application is to assign a zoning designation consistent with proposed the LI/U, "Light/Industrial/Utilities" land use.** The applicant has conducted a pre-application meeting with the Site Plan Review Committee and indicated a desire to construct a business warehouse.

Application process: The proposed zoning map amendment schedule of the subject property is as follows:

EXHIBIT 2: Tentative zoning map amendment schedule:

Action	Date
Planning Board	April 18, 2023
City Commission, 1st Reading	May 16, 2023
City Commission, 2nd Reading	June 6, 2023

The applicant has submitted a letter (ATTACHMENT 3) requesting that the land use and zoning applications be heard together at the City Commission per Section 163.3184(12), *Florida Statues*. The zoning map amendment would not be effective until the final approval of the land use amendment.

The following public notices have or are required to occur:

EXHIBIT 3: Public Notice:

Public Notice	Date	Notes
Planning Board	March 27, 2023	300' radius
Newspaper advertisement for Planning Board	March 31, 2023	
Abutter letters for City Commission meetings	April 1, 2023	300' radius
Newspaper advertisement for City Commission, 2nd reading	May 26, 2023	

The project information has also been posted on the city website under the Planning Department at: (1) Development Reports, https://www.ormondbeach.org/247/Development-Projects and (2) Public Hearing Advertisements and Notices, https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice.

CONCLUSION/CRITERIA FOR APPROVAL:

Section 1-15(D)(3) of the Land Development Code states that the Planning Board shall review non-planned development rezonings based on the Development Order criteria in Section 1-15(E) (1-10) of the Land Development Code which are analyzed below:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare, or quality of life.**

   The purpose of the zoning map amendment is to make the subject property of 3.06 acres consistent with the LI/U, "Light/Industrial/Utilities" land use. The existing zoning designation is B-7, Highway Tourist Commercial and allows a broad range of commercial uses including, retail sales, multi-family, restaurants, personal services, and transient lodging. The proposed zoning designation is I-1, Light Industrial which allows industrial use such as warehouse and business warehouses.

   The Future Land Use Map designation is undergoing an amendment to LI/U, "Light/Industrial/Utilities". Section 2-02 of the Land Development Code, Future land use map designations and zoning districts, provides the following compatible zoning districts with the "Residential, Office, Retail":

   EXHIBIT 4: Section 2-02 of the Land Development Code, compatible land use designation and zoning districts:

Industrial/Utilities	I-1, Light Industrial
	I-2, Reserved
	PID, Planned Industrial Development

The I-2 zoning district is reserved and the PID, Planned Industrial Development requires a minimum of ten (10) acres. The I-1, Light Industrial is the sole zoning district consistent with the LI/U, "Light/Industrial/Utilities" land use.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The zoning map amendment is consistent with the goal, objective, and policies of the Comprehensive Plan. There is the same LI/U, "Light/Industrial/Utilities" land use and I-1, Light Industrial zoning designation abutting the property and across US1. A business warehouse use would be an appropriate use at the subject property.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   Site development applications are required to provide analysis of environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells. The zoning map amendment does not approve a specific development plan and this criterion would be reviewed as part of a development application.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties**.

   The proposed zoning map amendment is consistent with the property's proposed future land use designation and staff does not believe the project would depreciate the value of surrounding vacant property. There is the same LI/U, "Light/Industrial/Utilities" land use and I-1, Light Industrial zoning designation abutting the property and across US1. The project does not abut any residential uses. The project will not create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   Adequate public facilities to serve the proposed development, including roads, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds would be reviewed at the submission of a site plan. The zoning map amendment does not approve a specific development plan and this criterion would be reviewed as part of a development application reviewed by the Site Plan Review Committee.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where**

available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.

The zoning map amendment does not approve a specific development plan and this criterion would be reviewed as part of a development application reviewed by the Site Plan Review Committee. The analysis with the land use amendment determined that the land use and zoning map amendments reduce the maximum traffic impacts allowed.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   There is no development proposed so the criterion is not applicable.

8. **The proposed development provides for the safety of occupants and visitors**.

   There is no development proposed so the criterion is not applicable.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   There is no development proposed so the criterion is not applicable.

10. **The testimony provided at public hearings**.

    There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

Chapter 1, Article II, Section 1-18(e)(3) of the Land Development Code states that the City Commission shall consider rezonings based on the consistency with the Comprehensive Plan. The zoning map amendment is consistent based upon the following points:

- The impacts on facilities and services be less as a result of the requested zoning map amendment from the existing zoning district designation from B-7, Highway Tourist Commercial to I-1, Light Industrial; and
- The zoning request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Plan Map designation of LI/U, “Light/Industrial/Utilities”.

RECOMMENDATION:

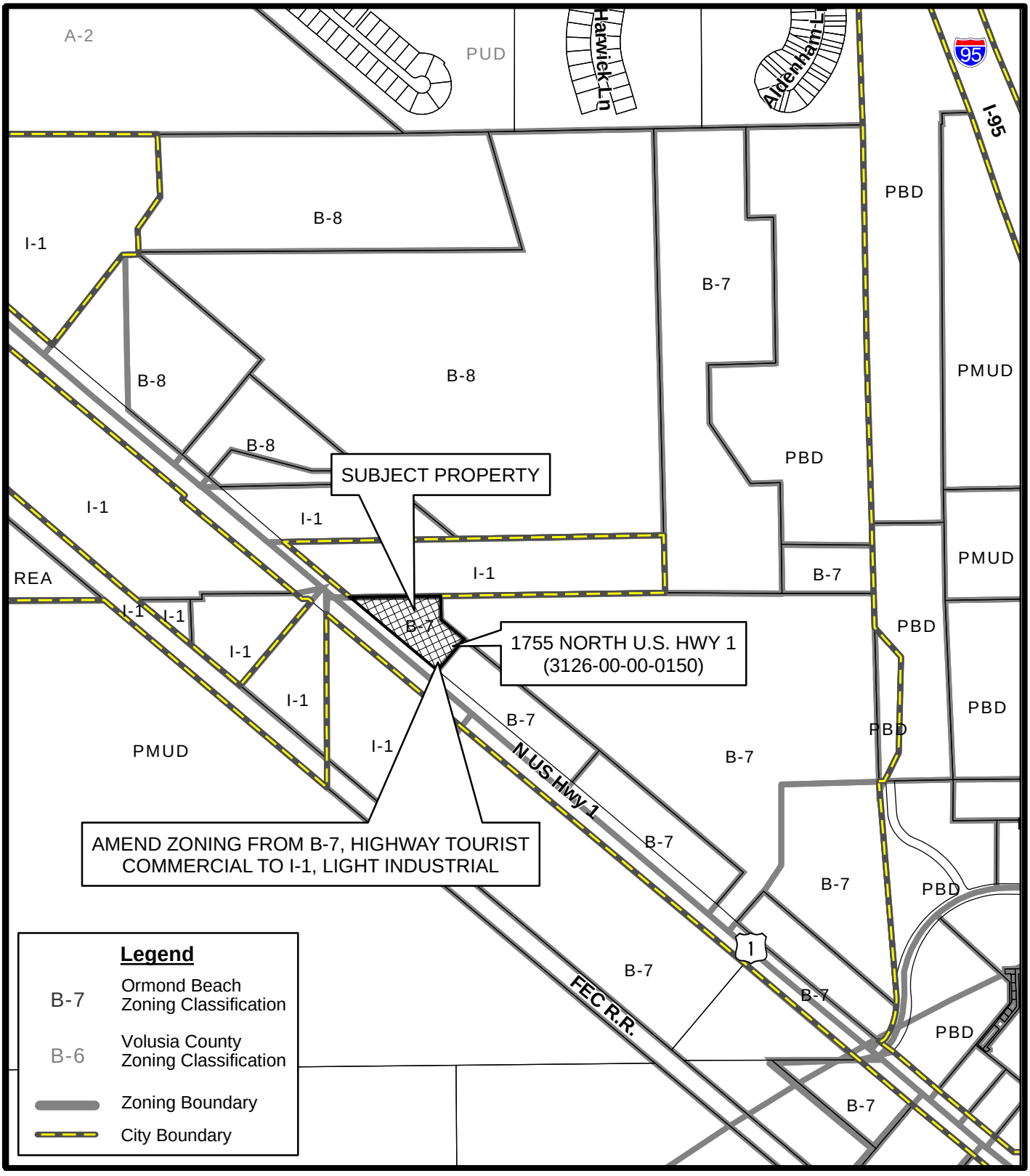
Staff recommends that the Planning Board recommend **APPROVAL** to the City Commission for a zoning map amendment for a 3.06-acre parcel located at 1755 North U.S. Highway 1 from B-7, Highway Tourist Commercial to I-1, Light Industrial.

Attachments:

Attachment 1: Proposed zoning map
Attachment 2: Sketch and legal description of subject property
Attachment 3: Land Use, location, aerial maps and applicant letter
Attachment 4: Section 2-32, I-1, Light Industrial zoning district

ATTACHMENT 1

Proposed zoning map



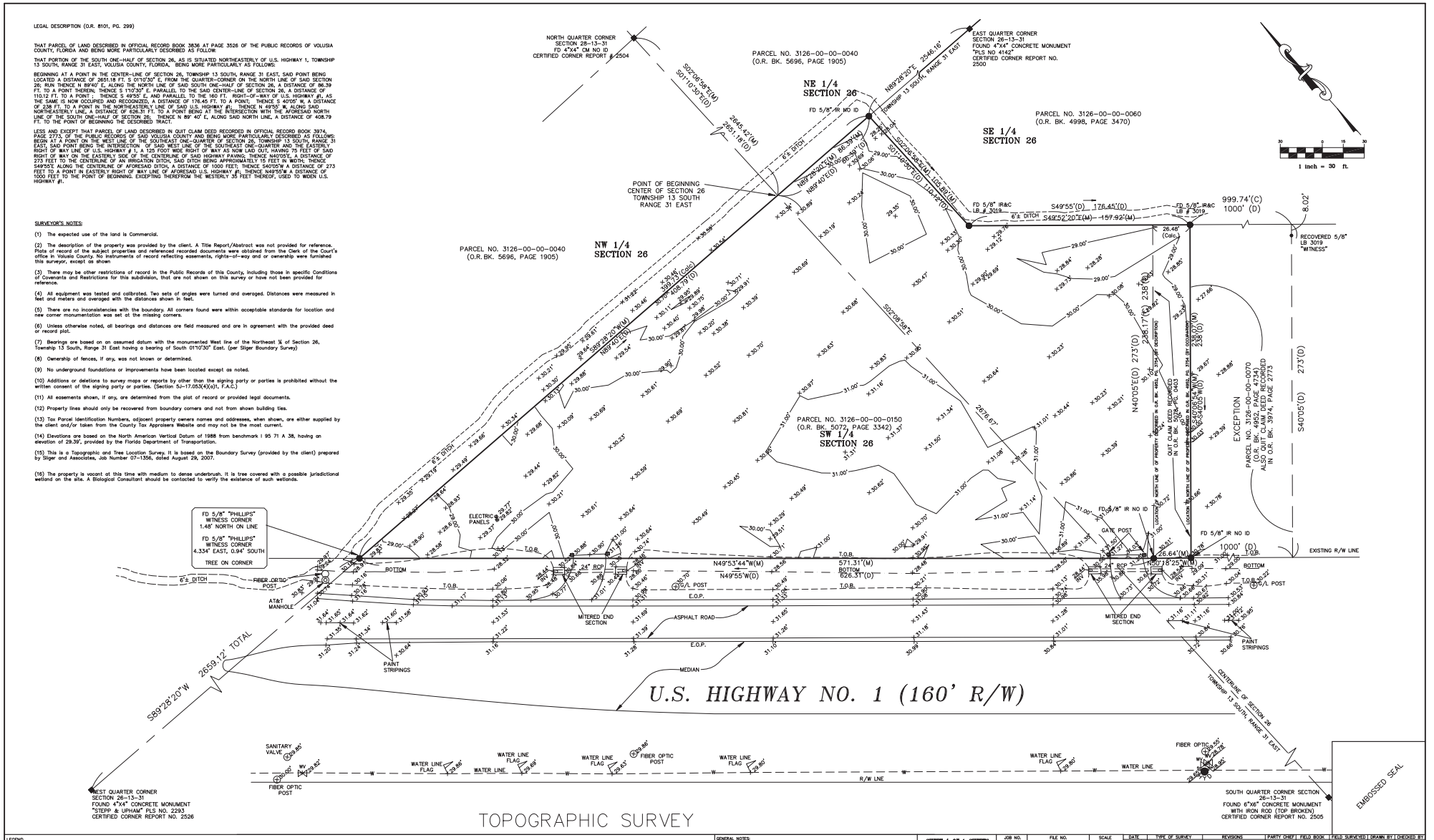
ZONING MAP
1755 NORTH U.S. HWY 1
(3126-00-00-0150)

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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ATTACHMENT 2

Survey and legal description of subject property



LEGEND

' = DEGREES, ' = MINUTES, " = SECONDS: WHEN USED IN A BEARING
" = FEET, " = INCHES: WHEN USED IN A DISTANCE
℄ = CENTERLINE
Δ = DELTA = CENTRAL ANGLE
-x- = FENCE
✧ = FIRE HYDRANT
☆ = LIGHT POLE
± = MORE OR LESS
-o- = UTILITY POLE
□ = WOOD POWER POLE
Ⓦ = WATER METER
⋈ = WATER VALVE
OH-E = OVERHEAD ELECTRIC
OH-T = OVERHEAD TELEPHONE
⊕ = SET 5/8" IR&C (#3020) UNLESS OTHERWISE NOTED
⊕ = WATER VALVE
A/C = AIR CONDITIONER
AC = ACRES
ASPH = ASPHALT
BFE = BASE FLOOD ELEVATION
BM = BENCHMARK
= TREE SYMBOL
(C) = CALCULATED
CATV = CABLE TV
C&G = CURB & GUTTER
CH = CHORD DISTANCE
CH BR = CHORD BEARING
CLF = CHAIN-LINK FENCE
CM = CONCRETE MONUMENT
CMP = CORRUGATED METAL PIPE
C.O. = CLEAN OUT
CONC = CONCRETE
(D) = DEED CALL
D.I.P. = DUCTILE IRON PIPE
E/P = EDGE OF PAVEMENT
E = EAST
EL = ELEVATION
ELEC = ELEC. METER
ESMT = EASEMENT
(F) = FIELD MEASUREMENT
FD. = FOUND
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
FP&L = FLORIDA POWER & LIGHT
FH = FIRE HYDRANT
INV. = INVERT
IR&C = IRON ROD & CAP
IP = IRON PIPE
L = ARC LENGTH
(M) = FIELD MEASURED
MAS = MASONRY
MB = MAP BOOK
MH = MANHOLE
N = NORTH
N.A.V.D.88 = NORTH AMERICAN VERTICAL DATUM
N&C = NAIL & CAP
N.G.V.D. 1929 = NATIONAL GEODETIC VERTICAL DATUM
NO ID. = NO IDENTIFICATION
(NR) = NON-RADIAL LINE
N&T = NAIL & TAB
OR = OFFICIAL RECORDS BOOK & PAGE
(P) = PLAT
P.C. = POINT OF CURVATURE
PCP = PERMANENT CONTROL POINT
PG = PAGE
PHE = PERPETUAL HARMONIZING EASEMENT PER F.D.O.T.
POB = POINT OF BEGINNING
P.O.R. = POINT OF REFERENCE
PRM = PERMANENT REFERENCE MONUMENT
P.T. = POINT OF TANGENCY
PVC = POLYVINYL CONDUIT
(R) = RADIAL LINE
R = RADIUS
R&C = RE-ROD & CAP
RCP = REINFORCED CONCRETE PIPE
RES = RESIDENCE
RGE = RANGE
ROD = REINFORCING ROD
RR SPK = RAILROAD SPIKE
R/W = RIGHT-OF-WAY
S = SOUTH
S/W = SIDEWALK
SBT&T = SOUTHERN BELL
SEC = SECTION
STY = STORY
T = TANGENT
TWP = TOWNSHIP
= LIFT STATION & SATELLITE RECREATION AREA
W = WEST
WF = WOOD FENCE
WM = WATER METER
= TELEPHONE BOX
= FIBER OPTIC CABLE BOX
= CATV BOX
= ELECTRIC SERVICE
= FP&L TRANSFORMER ON CONCRETE PAD

GENERAL NOTES:
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN. THERE MAY BE ADDITIONAL RESTRICTIONS AND OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. SURVEY PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. ALL MEASUREMENTS SHOWN ARE IN FEET AND HUNDREDTHS THEREOF.
THE TERM CERTIFIED AS USED IN THIS STATEMENT, IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND FIRM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR THE ACTIONS OF ANY CONTRACTOR, SUBCONTRACTOR, MATERIALMAN, OR THEIR EMPLOYEES, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.
THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE PEOPLE LISTED HEREON. ANY REUSE OF THIS SURVEY FOR ANY SUBSEQUENT TRANSACTION, ANY USE OR REPRODUCTION OF THIS SURVEY WITHOUT THE EXPRESS PERMISSION OF THE SURVEYOR IS PROHIBITED. USE OF THIS SURVEY IN ANY SUBSEQUENT TRANSACTION IS NOT AUTHORIZED. THE SURVEYOR EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS. NO PERSON OTHER THAN THOSE LISTED SHOULD RELY UPON THIS SURVEY.

SHEET 1 OF 1 SHEETS	JOB NO. 21-7567	FILE NO. 21-7567	SCALE 1"=30'

PREPARED BY: © 2023
A.A. WILBERT JR., LAND SURVEYING, INC.
P.O. BOX 1497, ORMOND BEACH, FLORIDA 32175
(386) 676-9056
Andrew A Wilbert Jr.
Digitally signed by Andrew A Wilbert Jr.
Date: 2023.03.14 14:49:30 -04'00'
F.L.S. # 3020 L.B. # 4267 VALID ONLY WITH EMBOSSED SEAL

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

DATE	TYPE OF SURVEY	REVISIONS	PARTY CHIEF	FIELD BOOK	FIELD SURVEYED	DRAWN BY	CHECKED BY
09/20/23	TOPOGRAPHIC AND TREES		PARRIN	117/106-160,LRC	9/20/22	CDJ	AAW
03/14/23	TOPOGRAPHIC	RENUMBERED SHEETS				CDJ	AAW

THIS PLAT IS HEREBY CERTIFIED TO:
1.) WAYNE'S SOLAR, INC.
2.)
3.)
4.)

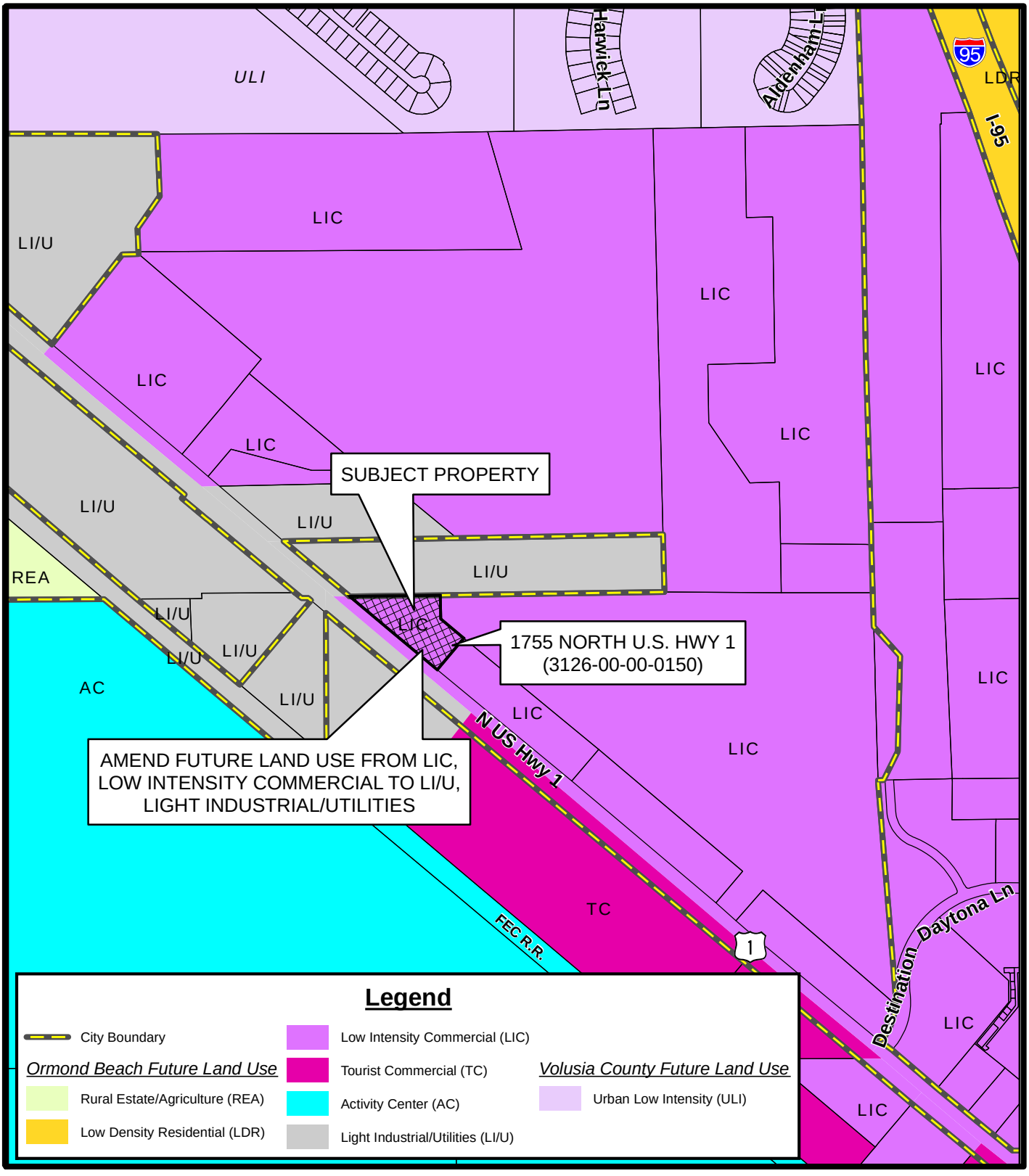
THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

C-415

21-7567_2004.DWG 03/14/2023 8:00 am

ATTACHMENT 3

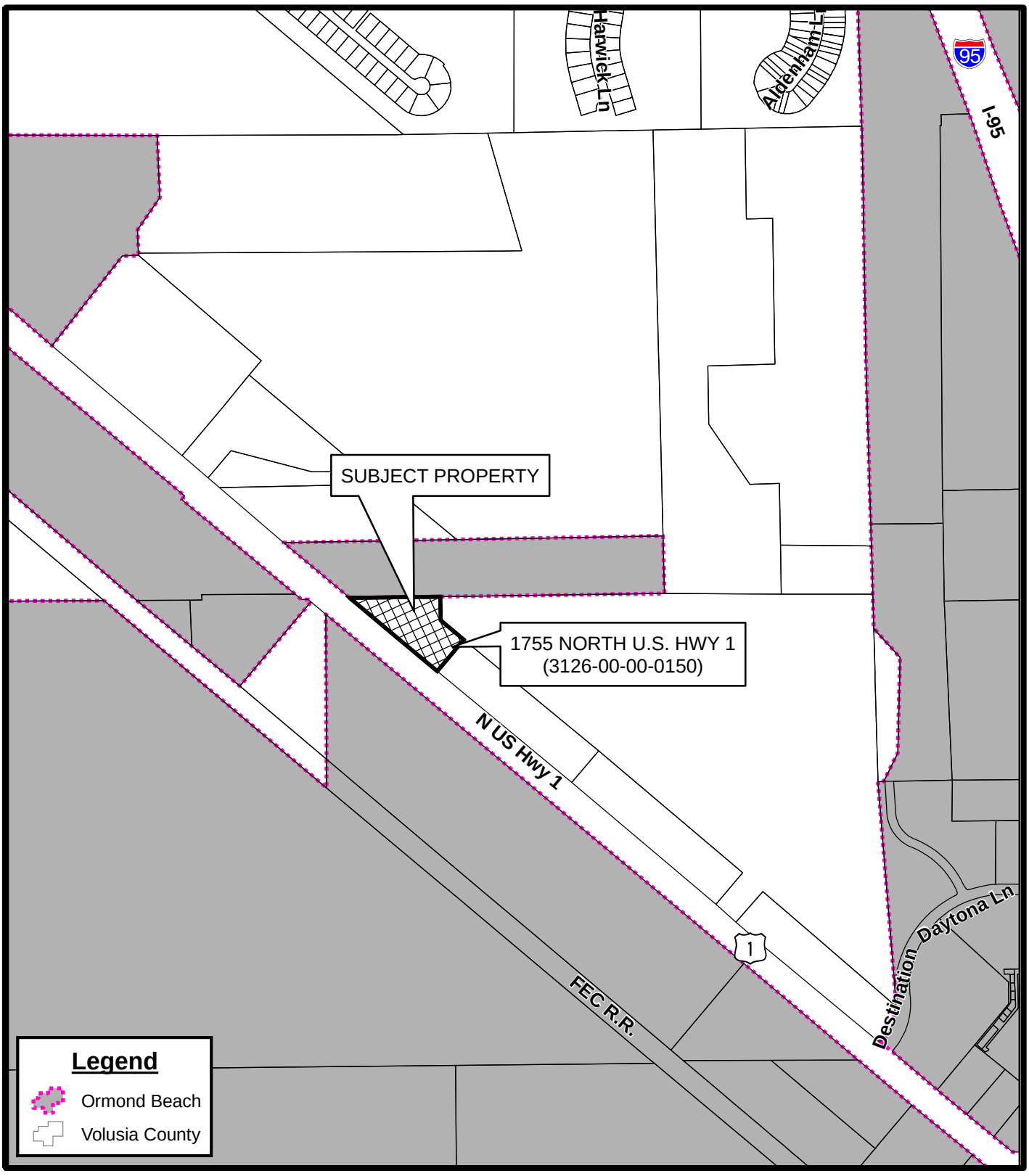
Land use, location, aerial maps and applicant letter



FUTURE LAND USE MAP
1755 NORTH U.S. HWY 1
(3126-00-00-0150)

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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LOCATION MAP
1755 NORTH U.S. HWY 1
(3126-00-00-0150)

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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AERIAL MAP
1755 NORTH U.S. HWY 1
(3126-00-00-0150)

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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THE HARDY GROUP
BUILDING DESIGN & CONSTRUCTION
...for Design, Construction, Maintenance & Operations

March 28, 2023

Via Email-Steven.Spraker@ormondbeach.org

Mr. Steven Spraker
Planning Director
City of Ormond Beach
22 S. Beach St
Ormond Beach, FL 32174

RE: Concurrent Review Request of the Annexation, Comprehensive Plan Amendment & Zoning Amendments for:
1755 US 1 North, Ormond Beach
Waynes Solar, Inc.

Mr. Steven Spraker

Thank you for the opportunity to work with you on the above referenced project. The purpose of this letter is to request that the City of Ormond Beach [City] consider the application for the Small-Scale Land Use Map Amendment concurrently with the accompanying rezoning application for the purpose of the City Commission hearings & decision making, in accordance with FL Stat.

If there is any other information we can provide to assist in review of this request, please do not hesitate to reach out.

Richard L. Hardy
as President of The Hardy Group, Inc.
rlhardy@thehardygroup.com

975 S. Ponce de Leon Blvd. * St. Augustine, FL 32084

Phone: (904)471-5800 * Fax: (904)471-5820 * License No. (CGC017881/CUC037232) * www.thehardygroup.com

3/30/2023

Stephen Spraker
Planning Director
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

Introductory Letter for Land use & Zoning Changes

Dear Steven,

Wayne Phillips has been an active licensed solar contractor in Ormand Beach for more than 25 years. His company, Wayne's Solar, Inc. has been based in various locations in Ormond area the entire time. The companies continued growth has necessitated acquiring a larger property to expand into. The company plans on running the day-to-day solar operations from this location once a building is completed.

If there is any other information I can provide you to assist this request, please do not hesitate to reach out. Thank you for your consideration.

Sincerely,

Skip Wooden
General manager

ATTACHMENT 4

Section 2-32, I-1, Light Industrial zoning district

Sec. 2-32. I-1, Light Industrial Zoning District.

A. PURPOSE:	The purpose of the I-1, Light Industrial Zoning District is to provide sites in appropriate locations for light industrial operations which do not generate objectionable on- or off-site impacts including odors; smoke; dust; refuse; electromagnetic interference; or noise (in excess of that customary to loading, unloading, and handling of goods and materials beyond the lot on which the facility is located); or which would have an adverse impact on the city's wastewater treatment system; or result in hazardous environments for workers or visitors. Consistent with the city's comprehensive plan, the I-1 zoning district is intended to implement comprehensive plan policies for managing light industrial land uses. This district is not intended to accommodate heavy industrial activities such as those identified herein as prohibited, nor is it intended to accommodate other heavy industrial uses.

B. DIMENSIONAL STANDARDS

1	2	3	4	5.	6.	7.	8.	9.				
Type	**Density**	**Maximum Building Height**	**Maximum Building Coverage**	**Maximum Impervious Lot Coverage**	**Minimum Lot Size**	**Minimum Lot Width**	**Minimum Lot Depth**	**Setbacks**				
								a. Front	**b. Rear**	**c. Side**	**d. Street Side/Corner**	**e. Waterfront**
Nonresidential Uses	>—	45'	None	80%	20,000 SF	100'	—	15'	20'; 50' if abutting residential district	10'; 30' if abutting single-family residential district; 25 feet, if abutting multifamily residential district	15'	30'

C. PERMITTED USES	D. CONDITIONAL USES	E. SPECIAL EXCEPTION USES	F. OTHER STANDARDS
1. Airport 2. Business Services 3. Construction and Home Improvement 4. Industrial Uses, Light 5. Instructional Physical Activity 6. Research Activities 7. Vehicle Repair, Type A 8. Warehouse, Business 9. Warehouse, Storage	1. Auction Business 2. Business/Professional Offices 3. Clubs and Fraternal Organization 4. Dry Cleaning Plant and Systems 5. Flea Markets 6. Garden Centers and Nursery 7. Golf Course and Country Club 8. House of Worship 9. Malted Beverage Producer 10. Non-Emergency Medical Transport Services 11. Outdoor Storage 12. Parks and Recreation Facilities, Private 13. Parks and Recreation Facilities, Public 14. Public Facilities 15. Public Utilities 16. Recreational Facilities, Indoor	1. Child Care Facilities 2. Outdoor Activity 3. Outdoor Storage 4. Silviculture 5. Telecommunication Tower 6. Terminal, Truck	All development must comply with the following requirements: 1. Wetlands (chapter 3, article II). 2. Landscaping and buffering: if the parcel abuts a designated greenbelt corridor, the standards of chapter 3, article II shall apply with regard to buffering and landscape requirements. 3. See conditional and special exception regulations (chapter 2, article IV).

	17. Recreational Facilities, Outdoor 18. Restaurant, Type A 19. Restaurant, Type B 20. Retail Sales and Service, Showroom 21. RV or Boat Storage 22. Telecommunications Towers, Camouflaged 23. Vehicle Repair, Type B 24. Vehicle Washing and Detailing 25. Warehouse, Mini-Rental 26. Wind Energy System		
G. PERMITTED ACCESSORY USE: Accessory uses customarily associated with, dependent on and incidental to their permitted principal uses, provided that such uses conform to the regulations set forth in chapter 2, article III.			

(Ord. No. 2013-51, § 2, 9-3-2013; Ord. No. 2015-11, § 8, 4-7-2015)

DRAFT

Planning Board minutes from

April 13, 2023

ITEM:

LUPA 2023-033
1755 North U.S. Highway 1,
Zoning Map Amendment

Ms. Shull inquired about what was presented regarding the existing land use being 10 maximum units per acre, and the proposed reflecting that the density is not permitted. Mr. Spraker explained that the "Light/Industrial" land use does not allow residential uses.

Mr. Scudiero motioned to approve FLUM 2023-032, 1755 North U.S. Highway 1, Future Land Use Map Amendment. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

E. ZMA 2023-033, 1755 North U.S. Highway 1, Zoning Map Amendment

Mr. Spraker, Planning Director, stated that this request from Wayne's Solar, Inc. is for a Zoning Map Amendment from B-7, Highway Tourist Commercial to I-1, Light Industrial for a 3.06 acre parcel located at 1755 North U.S. Highway 1. Mr. Spraker continued that the zoning designation needs to be consistent with the land use. Mr. Spraker remarked that staff recommends approval.

Ms. Shull opened it up to the Board for discussion and entertained a motion.

Mr. Jorczak motioned to approve ZMA 2023-033, 1755 North U.S. Highway 1, Zoning Map Amendment. Mr. du Moulin seconded it. Vote was called, and the motion was approved (6-0).

F. LDC 2023-043, Land Development Code Amendment: Section 2-21, T-2, Manufactured Home, Special Standards

Mr. Spraker, Planning Director, explained the administrative request to amend Chapter 2, District and General Regulations, Section 2-21, T-2, Manufactured Home zoning district of the Land Development Code (LDC) to re-establish the special standards to allow replacement of manufactured/mobile homes, located within previously established mobile home parks, with new manufactured/mobile homes. Mr. Spraker commented that this standard existed in 2015 and a LDC amendment took it out is because it was believed that there was no existing manufactured or mobile home communities that had the T-2 zoning. Mr. Spraker detailed that there is a property with a T-2 zoning designation that needs the special standards to allow the replacement of existing mobile homes. Mr. Spraker concluded that staff recommends approval.

Board Questions

Mr. Galloway asked if this amendment was specifically for one property. Mr. Spraker confirmed that it was for the Ridgecrest Mobile Home park on North Yonge Street which has a T-2 zoning designation.

Mr. Railsback questioned if the amendment would seek additional areas of the city zoned T-2. He stated his understanding was that it was for existing properties zoned T-2. Mr. Spraker confirmed that the amendment was only for existing T-2 zoned properties.

DRAFT

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 8.G
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-29
Strategic Goal:	Transportation & Community Development - Other		
Department :	Planning & Building		
Subject:	Land Development Code Amendment, T-2 Zoning District, Special Standards (SECOND READING)		
Budget Impact:	There is no budget impact as the result of this Land Development Code amendment.		
Summary:	This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-21, T-2, Manufactured Home zoning district of the Land Development Code, to re-establish the special standards to allow replacement of manufactured/mobile homes, located within previously established mobile home parks, with new manufactured/mobile homes. The purpose of the amendment is to permit replacement of manufactured/mobile homes, located within established manufactured/mobile home parks, with new manufactured/mobile homes as needed. The Planning Board recommended approval with a 6-0 vote.		
Recommended Action:	The Planning Board recommended the City Commission approve an amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-21, T-2, Manufactured Home zoning district of the Land Development Code to re-establish the special standards to allow replacement of manufactured/mobile homes, located within previously established mobile home parks, with new manufactured/mobile homes.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	5/17/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	5/17/2023	

Joyce Shanahan, City Manager	6/1/2023	

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: June 6, 2023

Subject: Land Development Code Amendment, T-2 Zoning District, Special Standards (SECOND READING)

Commission Goal: Transportation & Community Development - Other

Introduction

This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-21, T-2, Manufactured Home zoning district of the Land Development Code, to re-establish the special standards to allow replacement of manufactured/mobile homes, located within previously established mobile home parks, with new manufactured/mobile homes. The purpose of the amendment is to permit replacement of manufactured/mobile homes, located within established manufactured/mobile home parks, with new manufactured/mobile homes as needed.

Background

Section 2-21, T-2, Manufactured Home zoning district of the Land Development Code previously contained language that allowed replacement of existing mobile home in conformance with Uniform Fire Safety Standards for mobile home parks and recreational vehicle parks, Rule 69A-42-001. The regulation was designed to allow the replacement of existing mobile homes in mobile home parks that may not meet the existing zoning district standards. One benefit of this regulation is that older mobile homes are able to be replaced as needed.

There was a 2015 Land Development Code amendment that deleted the section that is now proposed to be added back into the Land Development Code. Staff's review of the issue and the 2015 Land Development Code amendment resulted in the following conclusions:

1. The 2015 amendment did not realize or identify the existing T-2, Manufactured Home zoning of the Ridgecrest Mobile Home at 170 North Yonge Street.
2. One solution would be to amend the zoning from T-2, Manufactured Home to T-1, Manufactured/Mobile Home.

3. Another solution would be to amend the Land Development Code to place back the special standards language that was deleted in 2015 for the T-2, Manufactured Home zoning district.

Staff has elected to amend the Land Development Code to re-establish the language under the special standards section.

Discussion

The proposed amendment seeks to add the special standards back to the T-2, Manufactured Home zoning district prior to Ordinance 2015-23. The goals of this amendment are to:

1. Re-establish the Special Standards to the T-2, Manufactured Home zoning district. The addition of special standards for previously existing mobile home parks will ensure that replacement of mobile homes in mobile home communities will be able to replace their homes with new mobile homes without creating dimensional non-conformities;
2. Maintain the provisions of the Uniform Fire Safety Standards for mobile home parks. At a minimum, mobile homes must maintain a certain distance between each home as specified in the Uniform Fire Safety Standards for Mobile Home Parks;
3. To re-establish that existing mobile home parks with the T-2, Manufactured Home designation can maintain the existing number of mobile homes and to allow the change out of individual units with new units as necessary; and
4. It is not the intent of this amendment to expand the use of the T-2, Manufactured Home zoning district to vacant land, but instead to allow previously existing mobile home parks to replace existing units with new units without creating dimensional non-conformities.

Planning Board

The Planning Board reviewed the Land Development Code amendment at the April 13, 2023 meeting and recommended approval with a 6-0 vote. There were no individuals who spoke for or against the Land Development Code amendment. The Planning Board minutes are attached to this item.

Budget Impact

There is no budget impact as the result of this Land Development Code amendment.

Citizen Impact

No citizen impact is expected as the result of this request.

Recommendation

The Planning Board recommended the City Commission approve an amendment to

Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-21, T-2, Manufactured Home zoning district of the Land Development Code to re-establish the special standards to allow replacement of manufactured/mobile homes, located within previously established mobile home parks, with new manufactured/mobile homes.

Attachments:

1. 23-29 T-2 Special Standards (P22-0078G)
2. 04.13.2023, LDC Amendment, Section 2-21, re-establish special standards
3. Draft PB Minutes, T-2, Special Standards, amendments

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: May 17, 2023

Claire Whitley, Assistant City Manager — Date: May 17, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: June 01, 2023

ORDINANCE NO. 2023-29

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-21, T-2, MANUFACTURED HOME ZONING DISTRICT, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY CREATING SPECIAL STANDARDS FOR PREVIOUSLY EXISTING MANUFACTURED/MOBILE HOME PARKS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-21, T-2, Manufactured Home Zoning District, of the City of Ormond Beach *Land Development Code* to re-establish the special standards to allow the replacement of manufactured/mobile homes located within previously established mobile home parks, with new manufactured/mobile homes, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on April 13, 2023, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 2-21, T-2, Manufactured Home Zoning District, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 2-21. T-2, Manufactured Home Zoning District.

A. PURPOSE ****No change to existing text****

B. DIMENSIONAL STANDARDS ****No change to existing text****

C. PERMITTED USES ****No change to existing text****

D. CONDITIONAL USES ****No change to existing text****

E. SPECIAL EXCEPTION USES ****No change to existing text****

F. OTHER STANDARDS ****No change to existing text****

G. PERMITTED ACCESSORY USES: ****No change to existing text****

H. SPECIAL STANDARDS:

Previously Existing Manufactured/Mobile Home Parks. The provisions of this section notwithstanding, individual units within manufactured home parks which were in operation on July 1, 1984, and which have continued in operation without abandonment or closure for 6 months, and which manufactured home parks do not comply with one or more of the dimensional requirements set forth in subsection (b) of this section, may be replaced with new units provided there is no greater nonconformity than existed with prior unit and provided that the Uniform Fire Safety Standards for Mobile Home Parks, as set forth in F.A.C. 69A-42.0041, as the same may be amended from time to time, are fully complied with.

The following dimensions shall apply to lots of record in existence on November 6, 1996, that are located within the T-2 Manufactured Home zoning district, when such lots are used for a mobile home, a single-family modular dwelling unit or a single-family dwelling unit:

a. Lot Width: 50'.
b. Lot Area: 5,500 square feet.

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 16th day of May, 2023.

PASSED UPON at the second and final reading of the City Commission, this 6th day of June, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

STAFF REPORT

City of Ormond Beach
Department of Planning

DATE: April 13, 2023

SUBJECT: Land Development Code Amendment: Section 2-21, T-2, Manufactured Home zoning district – re-establishing special standards for previously existing manufactured/mobile home parks

APPLICANT: Administrative

NUMBER: LDC 2023-43

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION:

This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-21, T-2, Manufactured Home zoning district of the Land Development Code, to re-establish the special standards to allow replacement of manufactured/mobile homes, located within previously established mobile home parks, with new manufactured/mobile homes. The purpose of the amendment is to permit replacement of manufactured/mobile homes, located within established manufactured/mobile home parks, with new manufactured/mobile homes as needed.

SECTION 2, BACKGROUND:

Section 2-21, T-2, Manufactured Home zoning district of the Land Development Code previously contained language that allowed replacement of existing mobile home in conformance with Uniform Fire Safety Standards for mobile home parks and recreational vehicle parks, Rule 69A-42-001. The regulation was designed to allow the replacement of existing mobile homes in mobile home parks that may not meet the existing zoning district standards. One benefit of this regulation is that as older mobile homes are able to be replaced as needed.

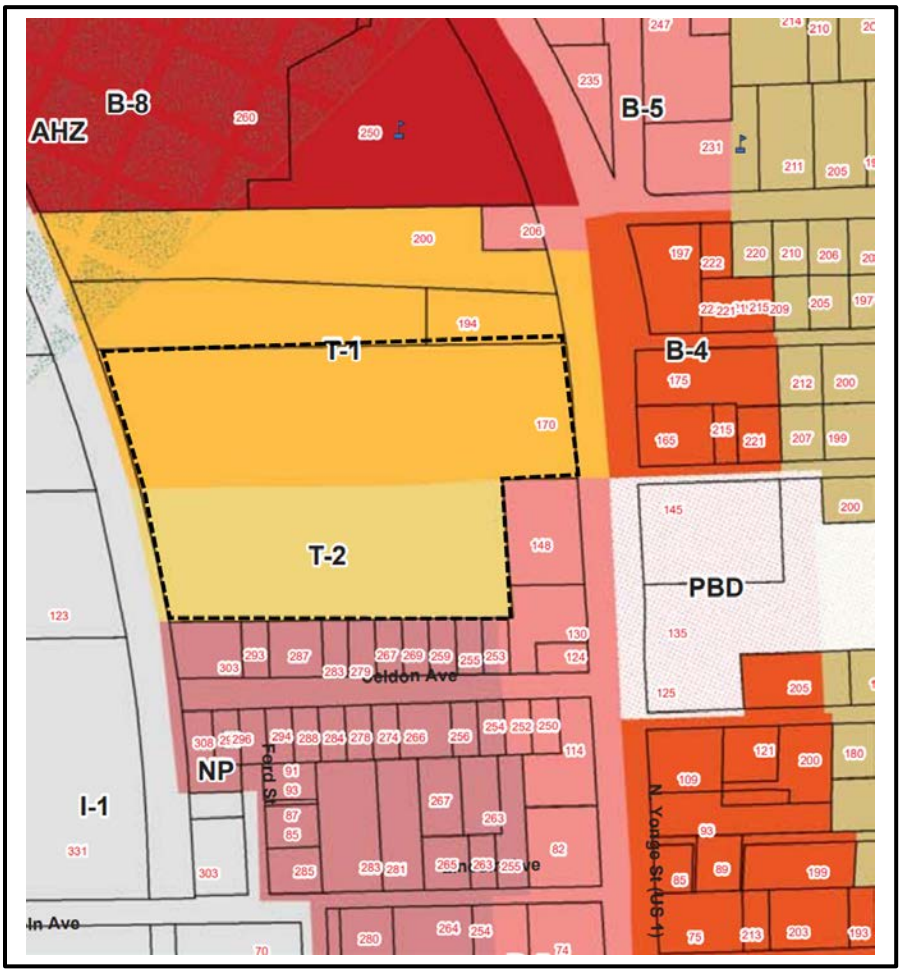
On June 2, 2015, the City Commission adopted Ordinance 2015-23 that:

1. Amended Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-21, T-2, Manufactured Home zoning district of the Land Development Code **to delete** the special standards to allow replacement of manufactured homes, located within previously established Manufactured Home Parks, with new manufactured homes.

2. Amended Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-20, T-1, Manufactured/Mobile Home Zoning District of the Land Development Code **to add** special standards to allow replacement of manufactured/mobile homes, located within previously established Manufactured/Mobile Home Parks, with new manufactured/mobile homes.

The analysis of the 2015 report stated: “Since the City of Ormond Beach only permits manufactured/mobile home parks under the T-1 Zoning District, the special standards that are proposed for elimination under the T-2 Zoning District should be added to the T-1 Zoning District.”

The 2015 report was correct in that manufactured/mobile parks are only allowed in the T-1, Manufactured/Mobile Home zoning district. The T-2, Manufactured Home zoning district is designed to allowed manufactured or mobile homes on fee simple lots (where the property owners own both the land and manufactured or mobile home). An issue has arisen with the Ridgecrest Mobile Home Park that has a split zoning designation of T-1, Manufactured/Mobile Home and T-2, Manufactured Home. The zoning map of 170 North Yonge Street is shown below:



There is concern regarding the ability of the Ridgecrest Mobile Home Park replacing and updating existing mobile homes based upon the removal the special standards. Staff’s review of the issue and the 2015 Land Development Code amendment resulted in the following conclusions:

1. The 2015 amendment did not realize or identify the existing T-2, Manufactured Home zoning of the Ridgecrest Mobile Home at 170 North Yonge Street.

2. One solution would be to amend the zoning from T-2, Manufactured Home to T-1, Manufactured/Mobile Home.
3. Another solution would be to amend the Land Development Code to place back the special standards language that was deleted in 2015 for the T-2, Manufactured Home zoning district.

Staff has elected to amend the Land Development Code to re-establish the language under the special standards section.

SECTION 3, ANALYSIS:

The proposed amendment seeks to add the special standards back to the T-2, Manufactured Home zoning district prior to Ordinance 2015-23. The goals of this amendment are to:

a. Re-establish the Special Standards to the T-2, Manufactured Home zoning district. The addition of special standards for previously existing mobile home parks will ensure that replacement of mobile homes in mobile home communities will be able to replace their homes with new mobile homes without creating dimensional non-conformities;
b. Maintain the provisions of the Uniform Fire Safety Standards for mobile home parks. At a minimum, mobile homes must maintain a certain distance between each home as specified in the Uniform Fire Safety Standards for Mobile Home Parks;
c. To re-establish that existing mobile home parks with the T-2, Manufactured Home designation can maintain the existing number of mobile homes and to allow the change out of individual units with new units as necessary; and
d. It is not the intent of this amendment to expand the use of the T-2, Manufactured Home zoning district to vacant land, but instead to allow previously existing mobile home parks to replace existing units with new units without creating dimensional non-conformities.

The amendment proposes the same text that was deleted with Ordinance 2015-23 and exists within the T-1 Manufactured/Mobile Home zoning district, as shown below:

H. SPECIAL STANDARDS:

Previously Existing Manufactured/Mobile Home Parks. The provisions of this section notwithstanding, individual units within manufactured home parks which were in operation on July 1, 1984, and which have continued in operation without abandonment or closure for 6 months, and which manufactured home parks do not comply with one or more of the dimensional requirements set forth in subsection (b) of this section, may be replaced with new units provided there is no greater nonconformity than existed with prior units and provided that the Uniform Fire Safety Standards for Mobile Home Parks, as set forth in F.A.C. 69A-42.0041, as the same may be amended from time to time, are fully complied with.

The following dimensions shall apply to lots of record in existence on November 6, 1996, that are located within the T-1 Manufactured/Mobile Home zoning district,

when such lots are used for a mobile home, a single-family modular dwelling unit or a single-family dwelling unit:

a. Lot Width: 50'.
b. Lot Area: 5,500 square feet.

SECTION 4, CONCLUSION:

There are certain criteria that must be evaluated before adoption of an amendment. According to the Land Development Code, the Planning Board must consider the following criteria when making their recommendation.

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   The proposed Land Development Code amendment will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life. The purpose of the amendment is to re-establish the text that was existing prior to Ordinance 2015-23. The Land Development Code amendment will allow replacement of old units with new units under the T-2, Manufactured Home zoning district without creating dimensional non-conformities. In cases where existing units do not meet the T-2, Manufactured Home zoning district dimensional standards, an old unit will be allowed to be replaced with a new unit provided the standards of the Uniform Fire Safety Standards for Mobile Home Park can be met.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations. The amendment is a matter of housekeeping to include special standards for previously existing manufactured/mobile home parks.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   The proposed Land Development Code amendments will not have an adverse impact on environmentally sensitive lands.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

   The proposed Land Development Code amendments will have no adverse effect on surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare or visual impacts on adjoining properties.

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

The proposed Land Development Code amendments are not applicable to public facilities.

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.

The proposed Land Development Code amendments will not result in a hazardous situation for adjoining property owners.

7. The proposed development is functional in the use of space and aesthetically acceptable.

There is no development proposed for this amendment. The application pertains to a Land Development Code amendment.

8. The proposed development provides for the safety of occupants and visitors.

There is no development proposed for this amendment. The application pertains to a Land Development Code amendment.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

There is no development proposed for this amendment. The application pertains to a Land Development Code amendment.

10. The testimony provided at public hearings.

The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 5, RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** an amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-21, T-2, Manufactured Home zoning district of the Land Development Code to re-establish the special standards to allow replacement of manufactured/mobile homes, located within previously established mobile home parks, with new manufactured/mobile homes. The tentative City Commission public hearing dates are May 16, 2023 and June 6, 2023.

Attachments:
Attachment 1: Proposed Land Development Code amendment
Attachment 2: T-2, Manufactured Home zoning district map

Article II, District Regulations, Chapter 2, District and General Regulations, Section 2-21, T-2, Manufactured Home zoning district

Sec. 2-21. T-2, Manufactured Home Zoning District.

A. PURPOSE ****No change to existing text****

B. DIMENSIONAL STANDARDS ****No change to existing text****

C. PERMITTED USES ****No change to existing text****

D. CONDITIONAL USES ****No change to existing text****

E. SPECIAL EXCEPTION USES ****No change to existing text****

F. OTHER STANDARDS ****No change to existing text****

G. PERMITTED ACCESSORY USES ****No change to existing text****

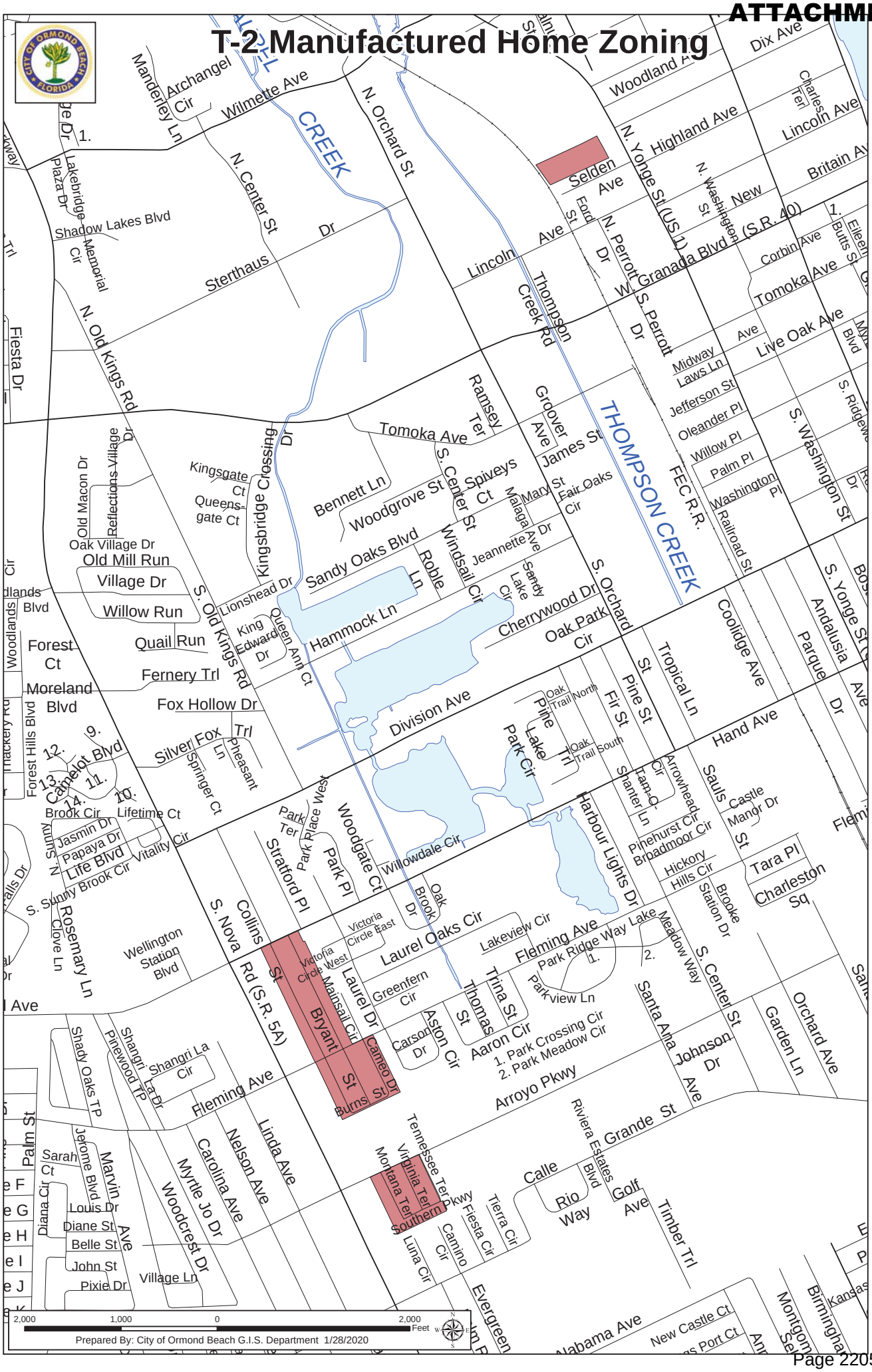
H. SPECIAL STANDARDS:

Previously Existing Manufactured/Mobile Home Parks. The provisions of this section notwithstanding, individual units within manufactured home parks which were in operation on July 1, 1984, and which have continued in operation without abandonment or closure for 6 months, and which manufactured home parks do not comply with one or more of the dimensional requirements set forth in subsection (b) of this section, may be replaced with new units provided there is no greater nonconformity than existed with prior unit and provided that the Uniform Fire Safety Standards for Mobile Home Parks, as set forth in F.A.C. 69A-42.0041, as the same may be amended from time to time, are fully complied with.

The following dimensions shall apply to lots of record in existence on November 6, 1996, that are located within the T-2 Manufactured Home zoning district, when such lots are used for a mobile home, a single-family modular dwelling unit or a single-family dwelling unit:

a. Lot Width: 50'.
b. Lot Area: 5,500 square feet.

T-2 Manufactured Home Zoning



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Planning Board minutes from

April 13, 2023

ITEM:

LDC 2023-43

Land Development Code Amendment: Section 2-21, T-2, Manufactured Home zoning district – re-establishing special standards for previously existing manufactured/mobile home parks

Ms. Shull inquired about what was presented regarding the existing land use being 10 maximum units per acre, and the proposed reflecting that the density is not permitted. Mr. Spraker explained that the "Light/Industrial" land use does not allow residential uses.

Mr. Scudiero motioned to approve FLUM 2023-032, 1755 North U.S. Highway 1, Future Land Use Map Amendment. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

E. ZMA 2023-033, 1755 North U.S. Highway 1, Zoning Map Amendment

Mr. Spraker, Planning Director, stated that this request from Wayne's Solar, Inc. is for a Zoning Map Amendment from B-7, Highway Tourist Commercial to I-1, Light Industrial for a 3.06 acre parcel located at 1755 North U.S. Highway 1. Mr. Spraker continued that the zoning designation needs to be consistent with the land use. Mr. Spraker remarked that staff recommends approval.

Ms. Shull opened it up to the Board for discussion and entertained a motion.

Mr. Jorczak motioned to approve ZMA 2023-033, 1755 North U.S. Highway 1, Zoning Map Amendment. Mr. du Moulin seconded it. Vote was called, and the motion was approved (6-0).

F. LDC 2023-043, Land Development Code Amendment: Section 2-21, T-2, Manufactured Home, Special Standards

Mr. Spraker, Planning Director, explained the administrative request to amend Chapter 2, District and General Regulations, Section 2-21, T-2, Manufactured Home zoning district of the Land Development Code (LDC) to re-establish the special standards to allow replacement of manufactured/mobile homes, located within previously established mobile home parks, with new manufactured/mobile homes. Mr. Spraker commented that this standard existed in 2015 and a LDC amendment took it out is because it was believed that there was no existing manufactured or mobile home communities that had the T-2 zoning. Mr. Spraker detailed that there is a property with a T-2 zoning designation that needs the special standards to allow the replacement of existing mobile homes. Mr. Spraker concluded that staff recommends approval.

Board Questions

Mr. Galloway asked if this amendment was specifically for one property. Mr. Spraker confirmed that it was for the Ridgecrest Mobile Home park on North Yonge Street which has a T-2 zoning designation.

Mr. Railsback questioned if the amendment would seek additional areas of the city zoned T-2. He stated his understanding was that it was for existing properties zoned T-2. Mr. Spraker confirmed that the amendment was only for existing T-2 zoned properties.

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Mr. Jorczak asked if existing building codes would impact replacement mobile homes. Mr. Spraker stated that the amendment was solely related to setbacks and all building code requirements would be applicable.

Mr. Galloway asked if this would apply to the mobile home park along U.S. Highway 1, north of Granada Boulevard. Mr. Spraker stated that this property was zoned as B-4, Central Business, and this amendment would not be applicable to that property.

Ms. Shull ensured that no one from the public was present to speak on the subject, then opened it up to the Board for discussion and entertained a motion.

Mr. Scudiero motioned to approve LDC 2023-043, Land Development Code Amendment: Section 2-21, T-2, Manufactured Home, Special Standards. Mr. du Moulin seconded it. Vote was called, and the motion was approved (6-0).

G. LDC 2021-019, Land Development Code Amendment: Impact Fee Study Update – Connection, Mobility, and Impact Fee Amendments

Mr. Spraker, Planning Director, explained the administrative amendment to the Land Development Code (LDC), to implement the recommendations of the impact fee study update. Mr. Spraker recalled this item was discussed at the March Planning Board meeting. Mr. Spraker displayed a PowerPoint of the proposed amendments that included the following key points:

1. Water and sewer: Changed terminology from impact fees to connection fees.
2. Water: Connection fee amended from $2,902 to $2,333 for an equivalent living unit (one single-family house).
3. Sewer: Connection fee amended from $2,829 to $3,577 for an equivalent living unit.
4. Stormwater: Delete stormwater impact fee and rely on stormwater connection fee.
5. Park & Recreation: Amended parks & recreation impact fee from $1,312.24 to $2,500 for a single family residential unit.
6. Discussed the mobility fee and there may be a desire to reduce the selected option because it assesses the maximum fee that can be justified.
7. Updated the local road impact fee based on use categories.
8. Created police and fire impact fees.

Mr. Spraker reviewed the total changes which were primarily the local road and park and recreation impact fee for a single-family house. Mr. Spraker detailed the project scheduled and stated that there is a 90-day effective period for the implementation of the impact fees. Mr. Spraker concluded that staff recommends approval.

Ms. Shull opened it up to the Board for discussion and entertained a motion.

Board Questions

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 8.H
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-30
Strategic Goal:	Transportation & Community Development - Other		
Department :	Planning & Building		
Subject:	Land Development Code Amendment, Connection, Mobility and Impact Fees (SECOND READING)		
Budget Impact:	Impact fees are an important component of the city's comprehensive planning process and a necessary tool to ensure that new growth pays its fair share of capital improvement costs. The update of the connection, mobility, and impact fees provide the most recent data and analysis to assess development related fees. In general, the connection, mobility, and impact fees are proposed to increase based on level of service standards and increase in construction costs.		
Summary:	These are administrative amendments to the LDC to update connection, mobility, and impact fees.		
Recommended Action:	The Planning Board recommended the Commission approve the amendments to the LDC to update connection, mobility, and impact fees based on (1) "Water and Wastewater Utility System Connection Fee Study", (2) "Municipal Impact Fee Study" and (3) "Police and Fire Impact Fee Study" as perfomed by Raftelis consultants. If approved, the amendments would be effective on September 4, 2023.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	5/17/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	5/17/2023	

Joyce Shanahan, City Manager	6/1/2023	

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: June 6, 2023

Subject: Land Development Code Amendment, Connection, Mobility and Impact Fees (SECOND READING)

Commission Goal: Transportation & Community Development - Other

Introduction

This is an administrative amendment to the Land Development Code (LDC), to implement the recommendations of the impact fee study update, by amending **(1)** Section 1-25, Reserved, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration to implement the water and wastewater utility system connection fee study by creating the water and wastewater connection fee section, **(2)** Section 1-26, Mobility fee, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration to amend the person trip mobility fee per the municipal impact fee study, **(3)** Section 1-27, Impact fees, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration to delete the stormwater impact fee, amend the local road impact fee, and create police and fire impact fee per the municipal impact fee study and police and fire impact fee study, **(4)** Section 1-30(d)(6)(e), Certificate of concurrency required, of Article V, Concurrency Management, of Chapter 1, General Administration, **(5)** Section 3-57, Potable water system, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, **(6)** Section 3-59, Sanitary sewer systems, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, **(7)** Section 3-60, Reclaimed water systems, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, **(8)** Section 3-61, Utility line extension, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, **(9)** Section 3-62, Wholesale sale of potable water, sewage treatment or reclaimed water, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, and **(10)** Section 3-65, Interim package-type wastewater treatment facilities, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards to implement the recommendations of the water and wastewater utility system connection fee study, municipal impact fee study, and police and fire impact fee study.

Background

Impact fees are collected from builders or developers for new construction to help pay for increased infrastructure demands created by the new growth. The City of Ormond Beach has assessed impact fees for water and sewer since 1974. An impact fee for recreational facilities was added in 1987 and a comprehensive impact fee ordinance was adopted in 1990. The 1990 ordinance included impact fees for the full range of capital facilities (administrative facilities, conservation land, cultural facilities, fire protection, law enforcement, local roads, solid waste, road/drainage maintenance and stormwater).

Impact fees are an important component of the city's comprehensive planning process and a necessary tool to ensure that new growth pays its fair share of capital improvement costs. The Comprehensive Plan identifies the future growth that is projected to occur, the capital facilities required to serve that growth, and a minimum level-of-service (LOS) standard that will be provided for new development. The city has adopted LOS standards for potable water, sanitary sewer, solid waste, drainage, parks, roads and firefighting, but only collects impact fees for some of these services. The city has adjusted water and sewer impact fees annually based upon increases to the Engineering News Record Construction Cost Index (ENR CCI).

In 1996, the city reviewed its impact fee ordinance and determined that the projected capital improvement needs for the following five years did not warrant collection of certain fees. The city eliminated impact fees for administrative facilities, conservation land, fire protection, law enforcement, solid waste and road/drainage maintenance. The cultural facilities impact fee was not eliminated, but reduced to $0 because of potential conflicts with the adopted Comprehensive Plan.

In 2009, the City of Ormond Beach was designated as a Dense Urban Land Area requiring the city to adopt a financially feasible multimodal strategy. The city adopted the Mobility Strategy and 2025 Comprehensive Plan amendments in 2010. The mobility fee replaced concurrency and the imposition of city road impact fees on certain state roads in Transportation Concurrency Exception Areas (TCEA). For new development on any road facility outside the TCEA, the city's road impact fee applies. An amendment to Section 1-27 of the LDC was adopted per Ordinance No. 2015-44 to allow the City Commission to approve impact fee credit agreements that prevent credits from declining ten (10%) percent yearly over ten (10) years after the final inspection date of the demolition for land with building improvements.

On May 18, 2021, the Commission authorized Resolution 2021-86 to accept a bid proposal from Raftelis for an impact fee study update to review and amend the water, sewer, park & recreation, stormwater, local road and mobility fees. The scope-of-work also provided a task for a feasibility analysis to add fire and police impact fees and make a recommendation if these fees should be pursued with a separate work authorization. The total fee for the impact fee study is $99,445. On October 5, 2022, the Commission authorized Resolution 2022-121 that authorized $31,555 for the development of Police and Fire impact fees by Raftelis.

Impact fees and connection fees for residential uses are measured based on residential units. Water and sewer connection fees for non-residential uses are based on the number of fixtures (sinks, toilets, hose bibs). The road impact fee and mobility fee are based upon the use. Park and Recreation impact fees are assessed only for residential uses.

The impact fee update has been discussed at the following meetings:

Date	Group	Meeting Type
September 7, 2022	City Commission	Discussion item
February 21, 2023	City Commission	Discussion item
March 9, 2023	Planning Board	Discussion item
March 22, 2023	Public meeting	Extraordinary circumstance
March 27, 2023	Public meeting	Extraordinary circumstances
April 13, 2023	Planning Board	Land Development Code amendment

Documents regarding the impact fee update have been available on the city webpage: https://www.ormondbeach.org/1028/Impact-Fees.

Raftelis has performed three (3) studies that serve as the data and analysis for the LDC amendments, which include:

- Water and wastewater utility system connection fee study;
- Municipal impact fee study; and
- Police and fire impact fee study.

Separate of the LDC amendments, there is a need to amend the Code of Ordinances to implement the impact fee study updates. Amendments to the Code of Ordinances require only the City Commission review and action.

Discussion

Key details of the amendments include:

1. Water and sewer: Changed terminology from impact fees to connection fees.
2. Water: Connection fee amended from $2,902 to $2,333 for an equivalent living unit (one single-family house).
3. Sewer: Connection fee amended from $2,829 to $3,577 for an equivalent living unit.
4. Stormwater: Deleted stormwater impact fee and rely on stormwater connection fee.
5. Park & Recreation: Amended parks & recreation impact fee from $1,312.24 to $2500 for a single family residential unit.

6. Updated the local road impact fee based on use categories.
7. Created police and fire impact fees.

One area that City Commission may need to review is the mobility fee. In 2009, the Legislature passed SB 360ER. This bill designated dense urban land areas (DULAs) and one of the definitions of DULA was an area having over 1000 people per square mile. Pursuant to that bill, the Florida Legislative Office of Economic and Demographic Research transmitted to the Department of Community Affairs on July 1, 2009, a list of counties and municipalities including the City of Ormond Beach, as qualifying for DULA status. Ormond Beach as a DULA is automatically designated a Transportation Concurrency Exception Area (TCEA). A designation of a citywide TCEA means that state concurrency no longer applies to development provided the city has a multimodal strategy approved and adopted in its Comprehensive Plan within two years of the bill's passage. However, Ormond Beach elected through its home rule powers to be more stringent and to restrict the creation of TCEAs on roadway corridors which are environmentally or politically constrained.

The city adopted Multi-Modal Strategies which was approved by Ordinance 10-48A on December 7, 2010 as part of a Remedial Amendment and Stipulated Settlement Agreement with the Florida Department of Community Affairs (DCA) and included mobility fees with TCEA. The City's Comprehensive Plan and multimodal strategy was approved by the DCA on January 18, 2011. The multi-modal strategy, including mobility fees, was prepared as a balance between all roadway capacity improvements and all vehicle reduction strategies. The roadways where the mobility fees are assessed include State Road SR 40 (SR A1A to Williamson Boulevard), U.S. Highway 1 (Wilmette Avenue to the southern City limit) and SR A1A (SR 40 to the southern City limit) and are along Votran's eastside route network. In these areas, proportionate fair share contributions are replaced with a mobility fee based on a per trip basis. The city developed and adopted a multi-modal strategy for these corridors and applies the mobility fee instead of local road impact fee. Section 1-27 of the Land Development Code contains the mobility fee calculation and it includes a fee based on per person trips. The original analysis in the adoption calculated a per person trip fee of $77.82. The per person trip rate fee in 2011 was reduced to $16.00 in response to economic conditions to allow redevelopment in these corridors.

On February 21, 2023, several options were presented to the City Commission. The option selected was the full per person trip fee of $85.67. The chart below shows that the per person trip fee of $85.67 is generally higher than the proposed local road impact fee. For example, the mobility fee at a per person trip fee of $85.67 would be $1,285.05 for a single-family house versus the local road impact fee of $864.59. The comparison table is provided below:

Type of Fee	Single Family Dwelling Unit	Multi-Family Dwelling Unit	Medical office, Per 1,000 SF	Retail, Per 1,000 SF	Industrial, Per 1,000 SF	Restaurant, Per 1,000 SF
Ormond	$864.59	$548.32	$3,434.79	$3,736.72	$450.23	$5,559.09

Beach Local Road (proposed)						
Ormond Beach Mobility Fee (current)	$240.00	$130.56	$751.68	$628.64	$107.14	$1,507.70
Option 1 - Proposed full mobility fee (**$85.67**)	$1,285.05	$699.07	$4,024.78	$3,365.98	$573.65	$8,072.79
Option 2 - Proposed mobility fee (**$59.00**) - 69%	$870.00	$481.44	$2,771.82	$2,318.12	$395.06	$5,559.64
Option 3 - Proposed mobility fee (**$42.84**) - 50%	$642.60	$349.57	$2,012.62	$1,683.19	$286.86	$4,036.86
Option 4 - Proposed mobility fee (**$32.00**) - 37%	$480.00	$261.12	$1,503.56	$1,257.28	$214.27	$3,015.40
Option 5 - Proposed mobility fee (**$24.00**) - 28%	$360.00	$195.84	$1,127.52	$942.96	$160.70	$2,261.55

The mobility fee selected (option 1) is the full fee that is allowed to be charged and in most land uses exceeds the local road impact fee. The City Commission may want to consider option two, which is closer to the local road impact fee rate. If there is a desire to encourage development and redevelopment in the Transportation Concurrency Exception Areas, then option 3 should be considered. The current mobility per person

trip is $16.00.

Planning Board
The Planning Board reviewed the LDC amendment as a discussion item at the March 9, 2003 meeting. At the April 13, 2023 meeting, the Planning Board reviewed the Land Development Code amendment and recommended approval with a 6-0 vote. There were no individuals who spoke for or against the LDC amendment. The Planning Board minutes are attached to this item.

Budget Impact

Impact fees are an important component of the city's comprehensive planning process and a necessary tool to ensure that new growth pays its fair share of capital improvement costs. The update of the connection, mobility, and impact fees provide the most recent data and analysis to assess development related fees. In general, the connection, mobility, and impact fees are proposed to increase based on level of service standards and increase in construction costs.

Citizen Impact

The purpose of connection, mobility, and impact fees are to assess new development or connections to infrastructure to pay a portion of the cost to provide municipal infrastructure. Without appropriate impact fees, the existing residents would be responsible for a greater percentage of new municipal infrastructure.

Recommendation

The Planning Board recommended the Commission approve the amendments to the LDC to update connection, mobility, and impact fees based on (1) "Water and Wastewater Utility System Connection Fee Study", (2) "Municipal Impact Fee Study" and (3) "Police and Fire Impact Fee Study" as perfomed by Raftelis consultants. If approved, the amendments would be effective on September 4, 2023.

Attachments:

1. 23-30 LDC amendments, impact fee study, updated 2nd read(P23-0083G)
2. 04.13.2023, Connection, Mobility, and Impact Fee LDC amendments (8.5X11)
3. Combined City Commission and Planning Board minutes

Approvals:

Kelly A. McGuire

Date: May 17, 2023

Kelly McGuire, Finance Director



Claire Whitley, Assistant City Manager

Date: May 17, 2023



Joyce Shanahan, City Manager

Date: June 01, 2023

ORDINANCE NO. 2023-30

AN ORDINANCE AMENDING SECTION 1-25, RESERVED, OF ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, OF CHAPTER 1, GENERAL ADMINISTRATION, TO IMPLEMENT THE WATER AND WASTEWATER UTILITY SYSTEM CONNECTION FEE STUDY BY CREATING THE WATER AND WASTEWATER CONNECTION FEE SECTION; AMENDING SECTION 1-26, MOBILITY FEE, OF ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, OF CHAPTER 1, GENERAL ADMINISTRATION, TO AMEND THE PERSON TRIP MOBILITY FEE PER THE MUNICIPAL IMPACT FEE STUDY; AMENDING SECTION 1-27, IMPACT FEES, OF ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, OF CHAPTER 1, GENERAL ADMINISTRATION, TO DELETE STORMWATER IMPACT FEES, AMEND LOCAL ROAD IMPACT FEES, AND CREATE POLICE AND FIRE IMPACT FEES PER THE MUNICIPAL IMPACT FEE STUDY AND POLICE AND FIRE IMPACT FEE STUDY; AMENDING SECTION 1-30, CERTIFICATE OF CONCURRENCY REQUIRED, OF ARTICLE V, CONCURRENCY MANAGEMENT, OF CHAPTER 1, GENERAL ADMINISTRATION; AMENDING SECTION 3-57, POTABLE WATER SYSTEM, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-59, SANITARY SEWER SYSTEMS, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-60 RECLAIMED WATER SYSTEMS, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-61, UTILITY LINE EXTENSIONS, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; AMENDING SECTION 3-62, WHOLESALE SALE OF POTABLE WATER, SEWAGE TREATMENT OR RECLAIMED WATER, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE

STANDARDS; AMENDING SECTION 3-65, INTERIM PACKAGE-TYPE WASTEWATER TREATMENT FACILITIES, OF ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, OF CHAPTER 3, PERFORMANCE STANDARDS; OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, TO IMPLEMENT THE RECOMMENDATIONS OF THE WATER AND WASTEWATER UTILITY SYSTEM CONNECTION FEE STUDY, MUNICIPAL IMPACT FEE STUDY, AND POLICE & FIRE IMPACT FEE STUDY; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals (RFP No. 2021-08R) for professional services to conduct an Impact Fee Study Update ("the Study") in accordance with Section 2-300(b), *Code of Ordinances,* and in accordance with the requirements of the Florida Impact Fee Act, Section 163.31801, *Florida Statutes*, and

WHEREAS, by Resolution 2021-86 the City Commission accepted the proposal from Raftelis Financial Consultants, Inc., ("Raftelis") and executed an agreement on May 18, 2021 for the Study, and

WHEREAS, Resolution 2022-121 approved on October 5, 2022 by the City Commission accepted an amendment to the existing agreement for the development and implementation of police and fire impact fees, and

WHEREAS, Raftelis has reviewed the existing city impact fees and made recommendations in three study areas: "Water and Wastewater Utility System Connection Fee Study", "Municipal Impact Fee Study", and the "Police and Fire Impact Fee Study", and

WHEREAS, the Florida Impact Fee Act establishes criteria and procedures for adopting impact fees and impact fee increases, and

WHEREAS, the impact fee update study is designed to ensure that new growth and development, changes of uses, and expansions pay a fair share of the capital public facility costs through the payment of connection, mobility, and impact fees, and

WHEREAS, connection, mobility, and impact fees for new development and expansion of existing development are required to provide capital facilities that are required to accommodate growth as detailed in the Capital Improvement Plan and Capital Improvement Element of the Comprehensive Plan, and

WHEREAS, the following publicly noticed meetings were held to review the connection, mobility, and impact fee updates: (1) City Commission discussion item on September 7, 2022, (2) City Commission discussion item on February 21, 2023, (3) Planning Board discussion item on March 9, 2023, (4) and public meetings to discuss and consider extraordinary circumstances on March 22, 2023 and March 27, 2023, and

WHEREAS, at the public meetings to consider extraordinary circumstances, Raftelis detailed the conditions for the Parks and Recreation and Local Road impact fees that included population growth, additional needed land area for recreation purposes, and the cost per lane mile for local road construction, and

WHEREAS, the Parks and Recreation and Local Road impact fees require approval by the affirmative vote of at least two-thirds of the City Commission, and

WHEREAS, public notice in accordance with the Impact Fee Act has been provided 90 days in advance of establishing the new or amended connection, mobility, parks and recreation, local road, police and fire impact fees, which fees are necessitated by the growth and development in the city, and

WHEREAS, the city's Planning Board, which is the city's local planning agency, has conducted a public hearing on April 13, 2023, regarding the proposed fees and proposed amendments to the city's *Land Development Code*, and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3), *Florida Statutes*, and the Impact Fee Act have been met, and

WHEREAS, the City Commission makes the following determinations:

(1) The impact fees established in this Ordinance are based on the most recent and localized data,

(2) The impact fees are proportional and reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by new residential or commercial construction,

(3) The data and information regarding extraordinary circumstances are approved and affirmed,

(4) All requirements of the Impact Fee Act have been met,

(5) The impact fees are established in accordance with powers conferred upon the City Commission by the Florida Constitution; Municipal Home Rule Power Act, Chapter 166, *Florida Statutes*; and the Florida Impact Fee Act, Section 163.31801, *Florida Statutes*, and

WHEREAS, the City Commission finds the amendments to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. Section 1-25, Reserved, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

ARTICLE IV. SCHEDULE OF ~~DEVELOPMENT REVIEW AND IMPACT~~ CONNECTION, MOBILITY, AND IMPACT FEES

Sec. 1-25. ~~Reserved.~~ Water and Wastewater Connection Fees.

(1) *Purpose and Authority.*

a. The purpose of the water and wastewater connection fees is to assign growth related capital costs to new development that is responsible for such costs.

b. This section is designed to ensure that new growth and development, changes of uses, and expansions pay a fair share of the capital public facility costs for water and wastewater systems.

c. The water and wastewater connection fees are levied in order to provide an adequate funding source for the capital improvements identified in the city's comprehensive plan, the need for which is generated by new development to facilitate the orderly expansion.

d. The Level of Service for water and wastewater services are established in the Capital Improvement Element of the Comprehensive Plan.

e. The Florida Impact Fee Act, Section 163.31801 of the Florida Statutes, does not apply to water and wastewater connection fees.

(2) *Adoption of the technical study as the basis of water and wastewater connection fees.* The city hereby adopts and incorporates by reference, the "Water and Wasterwater Utility System Connection Fee Study" prepared by Raftelis Financial Consultants, Inc. dated March 29, 2023.

(3) *Connection fees imposed.* The following types of connection fees are hereby imposed: water and wastewater. These utility connection fees apply within the city limits and the utility service area, including the West Ormond Water and Sewer District, Hunter's Ridge-Flagler County DRI, and North Peninsula Water District.

(4) *Connection fee obligation.* Any new development or expansion generating utility demand shall be obligated to pay water and wastewater connection fees as required by this section. The obligation to pay the water and wastewater connection fees runs with the land.

a. Exemptions. The following development or expansion activity shall be exempt from paying water and wastewater connection fees:

1. Reconstruction, expansion, or replacement of a previously existing residential structure that does not change the use from residential to commercial use and does not increase the number of dwelling units.

2. Accessory Dwelling Units shall be considered part of the single-family residential dwelling unit and are exempt from payment of water and wastewater connection fees.

3. Reconstruction, expansion, or replacement of a previously existing non-residential structure with a new non-residential structure where there is no increase in fixture units. Any increase in fixture units shall require payment of water and wastewater connection fees based on the net increase of new fixture units.

4. Public fire protection service which includes public fire hydrants and other devices used to supply potable water or reclaimed water to meet general fire-fighting requirements.

b. Expansions. For development activity which will increase the number of units or plumbing unit fixture count, the water and wastewater connection fees shall be assessed on the difference between the existing and new number of units or plumbing unit fixtures.

c. Connection Fee Credits. Land with building improvements, either past or present, shall have water and wastewater connection fee credits.

1. Connection fees shall be vested with connection fee credits and these credits shall not expire over time.

2. Connection fee credits shall run with the land/property where the credits existed and are not transferrable to other off-site property.

3. It shall be the responsibility of the property owner to provide documents demonstrating previous buildings on a property seeking connection fee credits.

4. Property owners of non-residential buildings that are proposed to be demolished shall provide the following information to the Chief Building Official for connection fee credits:

   a. Square footage and use of the building.

   b. An inventory of existing plumbing fixture units on the adopted Equivalent Living Unit (ELU) form. Non-residential buildings without an inventory of plumbing fixture units shall be provided water and wastewater connection fee credits based upon typical fixture counts for the use.

5. Residential connection fee credits shall be based upon the dwelling unit or units on the property. Property owners shall provide the Chief Building Official the number of dwelling units, type of use, and building square footage for connection fee credits.

d. Renovations. Water and wastewater connection fees shall be charged on the basis of the difference between current and future impacts for renovation projects and for sites redeveloped within five (5) years from the last date of occupancy as determined by the plumbing fixture units.

e. Properties outside city limits. Water and wastewater connection fees for services to be provided shall be paid prior to the connection to the system.

(5) *Payment of water and wastewater connection fees.* Water and wastewater connection fees shall be paid at the time of development permitting (building, utility connection, irrigation meter installation or site engineering permits). If the city identifies an impact-generating development for which the water and wastewater connection fees required by this section were not paid when due, regardless of whether a permit was issued for such development, the city shall notify the property owner that utility connection fees are due in accordance with this article. The property owner shall pay the water and wastewater connection fees due within 30 days of such notice.

(6) *Connection fee classifications.* The following classifications shall be used to determine the water and wastewater connection fee to be assessed:

a. Residential

1. Single-Family. This classification shall include where water and/or wastewater service is provided to a single-family dwelling unit, including but not limited to, single-family homes, townhouses, or duplexes located on a single lot of record.

2. Multi-Family. This classification shall include where water and/or wastewater service is provided to two (2) or more residential units, such as an apartment complex or condominium.

3. Manufactured/Mobile Home. This classification shall include where water and/or wastewater service is provided to a manufactured or mobile home on a leased area or on a platted lot.

b. Non-Residential. This classification shall include where water and/or wastewater service is provided to uses that is not residential including but is not limited to commercial, industrial, office, and institutional uses.

c. Irrigation. Potable water service that is used exclusively for outdoor irrigation purposes or watering of land for landscaping purposes. Irrigation connection fees shall include both a separate tap to a water line or a "T" off an existing meter.

(7) *Calculation of water connection fees.*

a. Residential:

1. Single-Family Residential.

(i) West Ormond Water and Sewer District: shall be assessed one (1) ELU: $2,333.00.

(ii) Hunter's Ridge-Flagler County DRI Service Area: shall be assessed one (1) ELU: $2,333.00.

(iii) North Peninsula Water District: shall be assessed one (1) ELU: $2,333.00.

(iv) All other water utility connections: shall be assessed one (1) ELU: $2,333.00.

2. Multi-Family Residential.

(i) West Ormond Water and Sewer District: shall be assessed 0.80 ELU: $1,866.00.

(ii) Hunter's Ridge-Flagler County DRI Service Area: shall be assessed 0.80 ELU: $1,866.00.

(iii) North Peninsula Water District. shall be assessed 0.80 ELU: $1,866.00.

(iv) All other water utility connections. shall be assessed 0.80 ELU: $1,866.00.

3. Manufactured/Mobile Home.

(i) West Ormond Water and Sewer District: shall be assessed 0.90 ELU: $2,099.00.

(ii) Hunter's Ridge-Flagler County DRI Service Area: shall be assessed 0.90 ELU: $2,099.00.

(iii) North Peninsula Water District: shall be assessed 0.90 ELU: $2,099.00.

(iv) All other water utility connections: shall be assessed 0.90 ELU: $2,099.00.

b. Non-Residential: For the West Ormond Water and Sewer District, Hunter's Ridge-Flagler County DRI Service Area, North Peninsula Water District, and all other water utility connections:

1. The number of ELUs shall be computed by the chief building official using the fixture unit count as defined in the most recent data published by the American Water Works Association and a ratio of one (1) ELU for every sixty (60) fixture unit valves or fraction thereof, computed to one (1) decimal place.

2. One (1) ELU shall be assessed at $2,333.00.

3. Except that in accordance with Section 5.2 of the City-Flagler County Interlocal Agreement (recorded at Book 6421, Page 2821 of the Public Records of Volusia County, Florida) connection fees shall not be charged for any Flagler County facility.

c. Irrigation.

1. West Ormond Water and Sewer District: shall be assessed one (1) ELU: $2,333.00.

2. Hunter's Ridge-Flagler County DRI Service Area: Irrigation meters not permitted.

3. North Peninsula Water District: shall be assessed one (1) ELU: $2,333.00.

4. All other irrigation utility connections: shall be assessed one (1) ELU: $2,333.00.

(8) *Calculation of wastewater connection fees.*

a. Residential:

1. Single-Family Residential.

(i) West Ormond Water and Sewer District: shall be assessed one (1) ELU: $3,577.00.

(ii) Hunter's Ridge-Flagler County DRI Service Area: shall be assessed one (1) ELU: $3,577.00.

(iii) North Peninsula Water District. shall be assessed one (1) ELU: $3,577.00.

(iv) All other wastewater utility connections: shall be assessed one (1) ELU: $3,577.00.

2. Multi-Family Residential.

(i) West Ormond Water and Sewer District: shall be assessed 0.80 ELU: $2,861.00.

(ii) Hunter's Ridge-Flagler County DRI Service Area: shall be assessed 0.80 ELU: $2,861.00.

(iii) North Peninsula Water District: shall be assessed 0.80 ELU: $2,861.00.

(iv) All other wastewater utility connections: shall be assessed 0.80 ELU: $2,861.00.

3. Manufactured/Mobile Home.

(i) West Ormond Water and Sewer District: shall be assessed 0.90 ELU: $3,219.00.

(ii) Hunter's Ridge-Flagler County DRI Service Area: shall be assessed 0.90 ELU: $3,219.00.

(iii) North Peninsula Water District: shall be assessed 0.90 ELU: $3,219.00.

(iv) All other wastewater utility connections: shall be assessed 0.90 ELU: $3,219.00.

b. Non-Residential: For the West Ormond Water and Sewer District, Hunter's Ridge-Flagler County DRI Service Area, North Peninsula Water District, and all other wastewater utility connections:

1. The number of ELUs shall be computed by the Chief Building Official using the fixture unit count as defined in the most recent data published by the American Water Works Association and a ratio of one (1) ELU

for every sixty (60) fixture unit valves or fraction thereof, computed to one (1) decimal place.

2. One (1) ELU shall be assessed at $3,577.00.

3. Except that in accordance with Section 5.2 of the City-Flagler County Interlocal Agreement (recorded at Book 6421, Page 2821 of the Public Records of Volusia County, Florida) connection fees shall not be charged for any Flagler County facility.

(9) *Alternative independent connection analysis.*

a. At the option of a property owner, water and wastewater connection fees may be computed by the use of an alternate independent connection analysis if there is a belief that the cost to mitigate the impact of the development is less than the fee established in this section. The property owner shall be responsible for preparation of a proposed alternate independent connection analysis.

b. A pre-application meeting with the Planning Director shall be required prior to the submittal of an alternate independent connection analysis. The pre-application meeting shall establish the data, information, assumptions, formulae and methodology for the independent connection analysis.

c. The property owner shall be responsible for payment of the utility connection fee calculation analysis fee established in section 8-10 of the Code of Ordinances.

d. The property owner shall submit the alternate independent connection fees analysis from an individual or firm with the qualifications to prepare an independent analysis.

e. Within thirty (30) days of the submittal of a complete independent connection analysis, the Planning Director shall accept or reject the alternate independent connection analysis based on whether the proposed water and wastewater connection fee is proportional and reasonably connected to, or has a rational nexus with, the planned utility facilities improvements and the increased impact generated by the new residential or commercial development.

f. If the property owner desires the building permit to be issued before the alternative independent connection analysis has been completed and reviewed, the property owner shall pay the following:

1. An estimate of the water and wastewater connection fees, calculated pursuant to the applicable water and wastewater connection fee schedule in this section; and

2. A non-refundable utility connection fee calculation analysis fee established in section 8-10 of the Code of Ordinances.

3. If the approved alternative impact analysis establishes the development will have less of an impact and warrants a reduction in the water and wastewater connection fees, the city shall refund the difference between the estimate paid and the amount to be paid based on the independent connection analysis.

g. A determination by the Planning Director that the alternative connection fee calculation does not satisfy the requirements of this section may be appealed to the City Commission per section 1-19 of this code.

(10) *Administration of water and wastewater connection fees.*

a. City Administration

1. Fees collected pursuant to this article shall be deposited into a separate accounting fund for the purposes paid as hereinbefore enumerated.

2. The funds in the separate accounting fund shall be used only for capital improvements and the purposes hereinbefore enumerated and necessitated by new growth and included in the capital improvement program and the capital improvements element of the comprehensive plan.

3. If any fees collected during any fiscal year are not expended or encumbered within the ten (10) fiscal years immediately following the fiscal year of payment, the city manager shall publish one (1) time in a newspaper of general circulation in the city, a notice advising those persons having paid such fees that they are entitled to a refund thereof. Any person so entitled shall have one (1) calendar year from the date of publication of the notice within which to apply to the finance director for a refund of the fees paid. Each application shall consist of:

(i) The name and address of the applicant; and

(ii) A copy of the receipt issued by the city for the fee paid, or a sworn statement that the applicant paid the fee, and the date and amount of the payment.

All refunds made will be for the full amount paid, together with the simple interest thereon of four percent (4%) per annum from the date of payment to the date of refund. If no timely application for refund is made, the funds eligible therefor shall remain in the separate accounting fund that they were paid into.

b. Refunds

1. If a permit that includes water and wastewater connection fees expires and no construction has been commenced, then the fee payer shall be entitled to a refund of the utility connection fee paid as a condition of its issuance, except that the city shall retain three percent (3%) of the funds as an administrative fee to offset the costs of collection and refund. Where no request for refund is made, the water and wastewater connection fees may be applied to any future project on a unit basis. Any request for a refund or future project credit shall be required to be made in writing to the chief building official within twelve (12) months of the permit expiration.

(11) *Connection Fee Reimbursement Agreement.*

a. Procedure for utility capital project reimbursement agreement policy.

1. In the event that any person is required by the city or desires to extend/construct water, sewer or reclaimed waterlines or improvements, including utility lines that are larger than the minimum line size required to serve a parcel or development in order to provide for anticipated future development or extensions, that person or developer may request reimbursement agreement for the cost of such extension or improvement, in accordance with the following procedures:

(i) Engineering drawings, including therewith design calculations, shall be submitted to the Site Plan Review Committee indicating:

1. The size and location of the proposed lines or the appurtenances thereto; and

2. Preliminary cost estimates showing the cost difference for construction of the proposed oversize main verses the cost for the minimum size main that would be required to serve the parcel or development in accordance with the city's minimum design standards.

(ii) Preliminary cost estimates showing the cost difference for construction of the proposed oversize main verses the cost for the minimum size main that would be required to serve the parcel or development in accordance with the city's minimum design standards.

(iii) The city may enter into an agreement for reimbursement with the person making the submittal, based on a finding that the trunk lines and appurtenances or proposed improvement thereto comply with city standards, are appropriately sized and located, and that there is adequate water and sewer treatment plant capacity for the area

anticipated to be served or a public benefit of the proposed utility improvement.

(iv) All utility connection fee reimbursement agreements require approval by the City Commission prior to the issuance of any construction permit.

b. Reimbursement.

1. Reimbursement shall be made in annual payments on January 1 of each year, up to a maximum of ten (10) years, following acceptance of the improvements by the city, and shall be limited to the amount of utility connection fees received from any development which connects to the lines or appurtenances identified in the agreement.

2. Total reimbursement shall not exceed the estimated cost difference between the installation of the oversized line and the cost to install the minimum line size that would have been required to serve the development. Cost reimbursement shall be based on construction costs only.

3. If there is more than one (1) agreement applicable to the same lines or appurtenances or extensions thereof, reimbursement shall be proportional to the impact fees collected from projects of the submitter over the preceding calendar year.

c. Construction.

1. Following the execution of a line extension reimbursement agreement, detailed construction drawings prepared by an engineer licensed by the state shall be submitted for review and approval by the City Engineer and Utilities Manager. All necessary permits and approvals shall then be obtained by the person desiring to perform the work.

2. Prior to beginning any construction activities, the contractor to perform the work, shall attend a preconstruction conference with the City Engineer or his designee and shall post a performance bond in an amount equal to one hundred ten percent (110%) of the total approved project cost in a form to be approved by the city attorney.

3. Prior to the city accepting the lines and appurtenances thereto:

(i) The lines shall meet all applicable governmental standards, have all required approvals and be ready for service to the public;

(ii) There shall be provided to the utilities manager a complete set of as-built record drawings certified by the engineer of record;

(iii) There shall be posted a one (1) year maintenance bond in an amount equal to twenty-five percent (25%) of the amount of the performance bond in a form to be approved by the city attorney; and

(iv) Except for sewer laterals, reuse service lines and potable water service lines on the customer service side of an individual or master water meter, all water, sewer and reclaimed waterlines and appurtenances thereto which are constructed by the developer or property owner shall be dedicated to the city along with an easement therefor, and thereafter maintained by the city. At the time of dedication, the developer or property owner shall provide the Finance Director with full documentation as to the actual cost of the project.

(12) *Five-year review*. At least once every five years, the Planning Director shall recommend to the City Commission whether any amendments should be made to the water and wastewater connection fee schedule as contained in this section to reflect changes in the factors that affect the fee schedule or application to the water and wastewater connection fee classifications.

SECTION THREE. Section 1-26, Mobility fee, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Purpose. Pursuant to Ordinance No. 10-48A, a mobility fee is hereby established to implement the city's multimodal strategy. The mobility fee is mode neutral and when used effectively in combination with infill land use development densities and intensities that are transit supportive, total vehicle miles travelled and greenhouse gas emissions shall be reduced while providing enhanced mobility options.

(1) *Mobility fee components. ***No change to existing text****

(2) *Applicability. ***No change to existing text****

(3) *TCEA. ***No change to existing text****

(4) *Calculation of mobility fee.* Calculating the mobility fee is derived by multiplying the density or intensity to be developed by the assigned trip generation rate (TGR) from the latest ITE Trip Generation Manual. The net TGR (minus pass-by trips) multiplied by the average vehicle occupancy (AVO) factor of 1.502 equals the number of person trips (PT). PT is multiplied by the established mobility fee.

Formula:	Density or Intensity × TGR - Passerby × AVO × PT × the applicable mobility fee.
Where:	TGR is Trip Generation Rate.
	AVO is Average Vehicle Occupancy.
	PT is Person Trip.

Example:

Land Use	S.F.	TGR	Pass-By	AVO	PT	Mobility Fee Per PT	Total
Commercial	1000	845	75%	1.502	318	~~$16.00~~ $59.00	~~$5,079.52~~ $18,762.00

(5) *Mobility fee.* Table 2 depicts the mobility fee based on the projected costs to provide transit and non-motorized improvements identified in the multimodal strategy. The road component represents the conversion of the city's local road impact fee from an ELU to TGR and PT. The road fee is based upon the improvements specified in the city's capital improvements program. Payment of funds at building permit issuance shall be deposited by the city into each component's account according to the prescribed percentage.

Table 2. Mobility Fee

Modal Component	Cost Per PT	Mode Allocation %
Roads	~~$1.76~~ $6.49	11%
Transit	~~8.00~~ $29.50	50%
Bike/Pedestrian	~~6.24~~ $23.01	39%
Total	~~16.00~~ $59.00	100%

(6) *Applicability of Volusia County impact fees. ***No change to existing text****

(7) *Applicability of Volusia County traffic impact assessment guidelines. ***No change to existing text****

SECTION FOUR. Section 1-27, Impact fees, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 1-27. Impact Fees.

~~The purpose of this section is to ensure that new development does not impose a financial burden on existing residents by establishing comprehensive impact fees to be paid prior to the issuance of a building permit (unless otherwise provided by the Code of Ordinances), change in occupancy permit which may affect the fee schedule, or site development permit for nonstructural uses within the types of developments hereinafter specified. The said fees are levied in order to provide an adequate funding source for the capital improvements identified in the city's comprehensive plan, the need for which is generated by new development; to facilitate the orderly expansion of the city's roadway system, drainage system, water supply system, wastewater treatment system, the establishment and expansion of the reclaimed water system; and to provide for adequate park and recreation facilities, public safety and general city services.~~

~~(1) *Fees imposed*. The following types of impact fees are hereby imposed: cultural facilities, local roads, parks and recreation, stormwater, and water, sewer and reclaimed water. These fees shall be charged upon the specific types of development noted in subsections (1)a and (1)b of this section, when constructed in the city.~~

~~a. *Distribution factors for impact fees by type of use*. The amount of the fees imposed in this section shall be established by ordinance annually on the basis of a 1.0 factor assigned to single-family detached homes (also identified herein as an ELU or equivalent living unit). Fees shall be calculated based on the distribution chart in this subsection. The fees shall be charged on a per-unit basis for all dwelling units and hotel/motel uses, and the basis of one thousand (1,000) square feet of gross floor area for all other uses as being equal to one (1) ELU, except that for potable water, wastewater and reclaimed water, the fee shall be computed using the fixture unit count. For mixed use developments, the predominant use shall prevail except that categories of use exceeding twenty percent (20%) of the total floor area shall be computed under that category.~~

~~Equivalent Living Unit by Type of Use and Impact Fee Category~~

~~Type of Construction~~	~~Cultural Facilities~~	~~Local Roads~~	~~Parks and Recreation~~	~~Stormwater~~
~~Single-family~~	~~0.0~~	~~1.0~~	~~1.0~~	~~1.0~~
~~Multifamily~~	~~0.0~~	~~1.0~~	~~0.8~~	~~0.3~~
~~Mobile/manufactured home~~	~~0.0~~	~~1.0~~	~~0.6~~	~~0.4~~
~~Hotel/motel~~	~~0.0~~	~~0.7~~	~~0.0~~	~~0.1~~
~~Office/professional~~				

General/government office	0.0	1.4	0.0	0.9
Medical office		6.2		
Banks with drive-through		8.3		
Banks with no drive-through		5.4		
Warehouse				
Warehouse	0.0	0.6	0.0	0.7
Mini-warehouse		0.6		
Industrial	0.0	0.6	0.0	1.0
Retail				
0 – 99,000 sq. ft.	0.0	5.1	0.0	1.1
100,000 – 199,000 sq. ft.		4.9		
200,000 – 299,999 sq. ft.		3.7		
CBD sandwich shop type B		3.8		
Restaurant type A/C/D		5.4		
Convenience store		8.3		
Institutional				
Hospital*	0.0	1.3	0.0	1.0
Nursing home*		0.4		
Churches/education		0.9		
Day care		2.25		
Recreation				
General recreation**		0.35		
Local park		0.35		
*Per bed				
**Per parking space				

Type of construction	*Potable water*	*Reclaimed* Wastewater*	*Water*
Single-family	1.0	1.0	1.0
Multifamily	0.5	0.5	0.2 per 1,000 sq. ft. of irrigated area
Mobile/manufactured home	0.6	0.6	0.2 per 1,000 sq. ft. of irrigated area
All other uses, 60 plumbing unit fixture counts = one ELU for potable water and wastewater, and 0.2 ELU per 1,000 sq. ft. of area to be irrigated for reclaimed water.*West Ormond utility service area only			

b. *Distribution factors for water, sewer, reclaimed water.*

1. For the purposes of applying water and sewer and reclaimed water impact fees, ELUs shall be defined and computed as follows:

   (i) *Residential.* Each single-family residence served by the city through a single sewer service or water meter shall be considered one (1) equivalent living unit. An irrigation meter shall be considered an ELU and shall be assessed a fee equivalent to a single-family home.

   (ii) *Rooms, combination of rooms, etc*. Each residential room, combination of rooms, apartment or prepared manufactured home space that includes connection points for sewer or water service that is owner occupied, offered separately for rent as a rental unit or vacant, shall be considered one (1) equivalent living unit.

   (iii)*Nonresidential, commercial and industrial*. For nonresidential uses not specifically defined elsewhere in this section, the number of ELUs shall be computed by the chief building official using the fixture unit count as defined in the most recent data published by the American Water Works Association and a ratio of one (1) ELU for every sixty (60) fixture unit valves or fraction thereof, computed to one (1) decimal place.

2. Combination accounts. Accounts that contain both residential and commercial facilities served through a common meter may be treated as either residential or nonresidential, whichever method of computation results in the largest number of ELUs.

c. *Expansion of an existing connection*. Except for residential units charged on a per-unit basis, if a building permit is issued for an existing connection which will increase the number of units or plumbing unit fixture count, the total number of ELUs for the old and new parts of the facility shall be computed as outlined in subsections (1)b1(i) through (iii) of this section. The number of new ELUs shall be determined by subtracting the old ELUs from the total number of ELUs in the entire facility. An additional impact fee will then be assessed on the difference between number of existing and new ELUs. As an example, if an existing building contained one hundred fifty (150) fixture units and it was expanded to three hundred (300) fixture units, the impact fee would equal five (5) ELUs minus two and one-half (2½) ELUs, or two and one-half (2½) ELUs. Impact fees will be computed on the basis of the additional floor area only.

d. *Bond credits.* Credits shall be awarded to those uses which will also be paying off bonded indebtedness resulting from programs designed to meet past or existing deficiencies. The credit amount shall be determined annually and subtracted from the gross fee to calculate the net impact fee.

e. *Renovation/redevelopment projects.*

1. Impact fees shall be charged on the basis of the difference between current and future impacts for renovation projects and for sites redeveloped within five (5) years from the last date of occupancy. Cost differences shall reflect changes in occupancy or use, floor area, number of units or any other measurement used in the calculation of impact fees.
2. Land with building improvements shall be vested with impact fee credit. Such fee credit shall be reduced by ten percent (10%) each year beginning one (1) year from the date a permitted demolition occurs. Preservation of full impact fee credit may continue as an incentive to abate blighted structures beyond the date of demolition provided the city commission approves such credit through a development agreement or other acceptable legal instrument to the city.

f. *Cost-of-living adjustment.* Impact fees charges shall be in accordance with the rate schedule in the city's Code of Ordinances, which shall be adjusted annually on October 1 to reflect any change in the cost-of-living over the prior year. The amount of change shall be determined by comparing the cost-of-living index (consumer price index), all items, as published by the U.S. Department of Labor as of April 1 of each year, with the same index for the same date in the previous year. Should the city not amend the schedule on October 1, the prevailing fees shall remain in effect until such time as they are amended.

g. *Payment of fees outside city limits.* Impact fees for water, sewer or other services to be provided shall be paid prior to the connection to the system, if the property is outside the city limits.

h. *Annexations.* Developed properties annexed into the city are presumed to have paid all impact fees to the jurisdiction having issued the building permit and are further presumed to have impacted all city systems other than potable water, wastewater service and reclaimed water which are provided directly to the site. Impact fees for these uses are required to be paid along with all appropriate installation fees prior to the delivery of such services.

(2) *Administration of impact fee funds.*

a. Fees collected pursuant to this article shall be deposited into separate trust funds for the purposes paid as hereinbefore enumerated.

b. The funds in each said trust fund shall be used only to acquire lands and equipment and/or to construct new facilities for the purposes hereinbefore enumerated and necessitated by new growth and included in the capital improvements element of the comprehensive plan.

c. If a building permit expires and no construction has been commenced, then the fee payer shall be entitled to a refund of the impact fee paid as a

condition of its issuance, except that the city shall retain three percent (3%) of the funds as an administrative fee to offset the costs of collection and refund. Where no request for refund is made, the impact fee may be applied to any future project on a unit basis.

d. If any fees collected during any fiscal year are not expended or encumbered within the ten (10) fiscal years immediately following the fiscal year of payment, the city manager shall publish one (1) time in a newspaper of general circulation in the city, a notice advising those persons having paid such fees that they are entitled to a refund thereof. Any person so entitled shall have one (1) calendar year from the date of publication of the notice within which to apply to the finance director for a refund of the fees paid. Each application shall consist of:

   1. The name and address of the applicant; and
   2. A copy of the receipt issued by the city for the fee paid, or a sworn statement that the applicant paid the fee, and the date and amount of the payment.

e. All refunds made will be for the full amount paid, together with the simple interest thereon of four percent (4%) per annum from the date of payment to the date of refund.

f. If no timely application for refund is made, the funds eligible therefor shall be transferred to the general fund for infrastructure improvements citywide.

(3) *Dedications or construction of facilities in lieu of parks and recreation fee.*

a. *Public facilities.* Any person who dedicates land/facilities to the city for public parks and/or recreational use shall receive a credit against such fee in the amount hereafter specified, if the city commission finds the following conditions to be met:

   1. The land/facilities dedicated are consistent with the comprehensive plan.

   2. The land/facilities are visible and readily accessible to the general public.

   3. The land/facilities, based upon topography, soil type, elevation, size, shape and natural vegetation, are suited to the type of use proposed.

   b. *Private facilities.* Any person who dedicates active recreation facilities for the perpetual use of residents of a given development shall receive a credit against such fee in the amount hereafter specified, if the city commission finds the following conditions to be met:

   1. The facilities are not located within any required yard or setback area.

2. The common and continued ownership and recreational use of the facilities are provided for by recorded deed restrictions (which may not be amended or released absent city commission approval), or by a prospectus on file with the state, department of business and professional regulation, division of land sales, condominiums and mobile homes.
3. The facilities are appropriate for such use, will result in a lessening of demand on city recreation facilities, and will adequately serve the population for which they are designed.

c. *Procedure to obtain credit*. Any person who dedicates land and/or facilities meeting the requirements of subsection (3)a or b of this section, may apply for the credit hereby allowed on an application form available from the director of planning. The completed form shall be submitted to the city manager, who will make a recommendation to the city commission as to whether or not the credit should be granted and the amount thereof. The city commission shall determine whether or not the credit shall be granted, based on the standards set forth in subsection (3)a or b of this section, and shall approve the amount of credit. The decision of the city commission shall be final. Any appeal from this decision shall be to the circuit court, by writ of certiorari, filed within thirty (30) days of the date of the decision of the city commission.

d. *Amount of credit.*

1. *Public facilities.* Any person who dedicates land and/or recreation facilities to the city for use as a public recreation facility shall receive a credit equal to the lesser of: The total of the fair market value of the land at the time dedication occurs, as determined by an MAI appraiser selected by, and paid for, by the dedicator, plus the estimated cost of constructing the proposed facilities, which cost estimate shall be submitted to and approved by the city engineer, with a maximum amount not to exceed the total amount of recreational impact fees anticipated to be generated by the specific development; or The total amount of recreational impact fees anticipated to be generated by the development; provided, however, that if the total amount determined by this subsection is the greater amount and the city commission determines, based upon staff recommendations, that the land/facilities to which the excess is attributable are necessary for access to and full enjoyment of the overall land/facilities, then the dedicator/installer shall receive full payment for such excess. This payment shall, however, be subject to an agreement with the developer which shall include a reimbursement schedule. The city commission shall determine whether

~~to incorporate the same into the next fiscal year budget or to direct payment from the recreational impact fee fund.~~

~~2. *Private facilities.* Any person who develops active recreation facilities to be installed, which facilities are to be dedicated to the perpetual use of residents of a given development, shall receive a credit equal to the lesser of:~~

~~(i) Fifty percent (50%) of the cost of constructing active recreation facilities thereon, which cost estimate shall be submitted to and approved by the chief building official;~~

~~(ii) Fifty percent (50%) of the recreational impact fee in effect at the time of building permit issuance.~~

~~e. *Method of paying credit.* If the party dedicating the land/facilities is the party who pays for a building permit within the development, the fee hereby imposed shall be waived and applied to the total credit allowed until the full amount of the credit has been recovered. If the party dedicating the land/facilities is not the party who pays for a building permit within the development, the city shall reimburse the dedicator or his assignee, semiannually, the recreational impact fees collected from the development, until the full amount of the credit has been paid.~~

~~f. *Time limits.* Reimbursements to dedicators shall only be made from recreational impact fees collected by the city within the ten (10) years immediately following the date of the final development order.~~

~~g. *Assignment of credit.* Any person entitled to a credit hereunder may assign his credit by filing with the finance director a copy of the document making the assignment. Thereafter, all refunds/waivers shall be made to the benefit of the assignee.~~

The purpose of this section is to ensure that new development does not impose a financial burden on existing residents by establishing comprehensive impact fees. The impact fees are levied in order to provide an adequate funding source for the capital improvements identified in the city's Comprehensive Plan, the need for which is generated by new development to facilitate the orderly expansion.

(1) *Authority*. In the establishment of impact fees, the City Commission is exercising its Charter home rule powers and its local authority, including police powers, the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, as amended; and section 163.3161 et seq., Florida Statutes, as amended. The aforementioned provisions authorize and require the City to provide and finance public improvements; to provide for the health, safety, and general welfare of the city; to coordinate the provision of adequate public facilities with land

development; and to implement its Comprehensive Plan. Furthermore, the Local Government Comprehensive Planning and Land Development Regulation Act, section 163.3202, Florida Statutes, encourage the use of innovative land development regulations, including impact fees.

(2) Legislative findings, reliance on the Municipal Fees Study and Police and Fire Impact Fee Study

a. This section is intended to impose fees in an amount based upon the new costs attributable to new development and the cost of providing needed capital facilities to serve new development.

b. The city hereby adopts and incorporates by reference, the "Municipal Impact Fee Study" and "Police and Fire Impact Fee Study" prepared by Raftelis Financial Consultants, Inc. dated March 29, 2023.

c. The impact fees established herein are documented in and supported by the March 29, 2023 Municipal Impact Fee Study, have further been documented and supported by public meetings for extraordinary circumstances on March 22, 2023, and on March 27, 2023, which public meeting records are hereby incorporated by reference, and are found to comply with the Florida Impact Fee Act, Florida Statutes §163.31801.

d. This section is intended to implement and further the Goals, Objectives and Policies of the Ormond Beach Comprehensive Plan.

e. The purpose of this section is to require payment of impact fees for new development and expansion of existing development to provide capital facilities that are required to accommodate growth as detailed in the Capital Improvement Plan and Capital Improvement Element of the Comprehensive Plan.

f. Implementation of impact fees is needed to maintain Level of Service standards established by the Capital Improvement Element of the Comprehensive Plan.

(3) Impact fees imposed. The following types of impact fees are hereby imposed:

a. Parks & Recreation.

b. Local Road.

c. Police.

d. Fire.

(4) Impact Fee obligation. Any new development, change of use or expansion of uses or square footage shall be obligated to pay impact fees as required by this Section. The obligation to pay the impact fees runs with the land.

a. Exemptions. The following development or expansion activity shall be exempt from paying impact fees:

1. Reconstruction, expansion, or replacement of a previously existing residential structure that does not change the use from residential to commercial use and does not increase the number of dwelling units.

2. Accessory Dwelling Units shall be considered part of the single-family residential dwelling unit and are exempt from payment of impact fees.

3. Reconstruction, expansion, or replacement of a previously existing non-residential structure with a new non-residential structure where there is no increase in square footage or a more intensive use.

4. Public fire protection service which includes public fire hydrants and other devices used to supply potable water or reclaimed water to meet general fire-fighting requirements.

b. Expansions. For development activity which will increase the number of units or building square footage, the impact fees shall be assessed on the difference between the existing and new units or square footage.

c. Impact Fee Credits. Land with building improvements, either past or present, shall have impact fee credits as follows:

1. Impact fees shall be vested with impact fee credits and these credits shall not expire over time.

2. It shall be the responsibility of the property owner to provide documents demonstrating previous buildings on a property seeking impact fee credits.

3. Property owners of non-residential buildings that are proposed to be demolished shall provide the following information to the Chief Building Official for impact fee credits:

a. Square footage and use of the building.

4. Residential impact fee credits shall be based upon the dwelling unit or units on the property. Property owners shall provide the Chief Building Official the number of dwelling units, type of use, and building square footage for impact fee credits.

d. Renovations. Impact fees shall be charged on the basis of the difference between current and future impacts for renovation projects and for sites redeveloped within five (5) years from the last date of occupancy. Cost differences shall reflect changes in occupancy or use, floor area, number of units or any other measurement used in the calculation of impact fees.

(5) Payment of impact fees. Impact fees shall be paid at the time a building permit is issued. If the city identifies an impact-generating development for which the impact fees required by this section were not paid when due, regardless of whether a permit was issued for such development, the city shall notify the owner that impact fees are due in accordance with this article. The property owner shall pay the impact fees due within 30 days of such notice.

(6) Impact fee classifications. The following classifications shall be used to determine the impact fee to be assessed:

a. Residential

1. Single-Family Residential. This classification shall include single-family dwelling units, including but not limited to, single-family homes, townhouses, or duplexes located on a single lot of record.

2. Multi-Family Residential. This classification shall include two (2) or more residential units, such as an apartment complex or condominium.

3. Manufactured/Mobile Home. This classification shall include manufactured or mobile homes on a leased area or on a platted lot.

b. Non-Residential. This classification shall include all uses that are not residential as listed in subsection seven (7) including but not limited to commercial, industrial, office, and institutional uses.

(7) Impact fee schedules.

a. Park and Recreation Impact Fee:

1. Single-Family Residential: $2,500.00 per dwelling unit.

2. Multi-Family Residential: $2,021.00 per dwelling unit.

3. Manufactured/Mobile Home: $1,658.00 per dwelling unit.

4. Non-Residential: Not assessed.

b. Local Road Impact Fee:

1. Single-Family Residential: $864.59 per dwelling unit.

2. Multi-Family Residential: $548.32 per dwelling unit

3. Manufactured/Mobile Home: $740.33 per dwelling unit.

4. Non-Residential:

#	Land Use	Unit	Impact Fee
a.	Bank	Per 1,000 square feet	$6,782.33
b.	Church/House of Worship	Per 1,000 square feet	$790.25

c.	Day Care/child care	Per 1,000 square feet	$4,951.51
d.	General Commercial (less than 40,000 square feet)	Per 1,000 square feet	$3,736.72
e.	General Commercial (40,000 square feet to 150,000 square feet)	Per 1,000 square feet	$5,559.09
f.	General Commercial (over 150,000 square feet)	Per 1,000 square feet	$2,539.87
g.	General/Government Office	Per 1,000 square feet	$1,709.28
h.	General Recreation	Per 1,000 square feet	$2,996.69
i.	Hospital	Per 1,000 square feet	$1,114.66
j.	Hotel/Motel (Transient Lodging)	Per Room	$355.87
k.	Industrial	Per 1,000 square feet	$450.23
l.	Medical Office	Per 1,000 square feet	$3,434.79
m.	Nursing Home (Assisted Living Facility	Per Bed	$268.79
n.	Restaurant	Per 1,000 square feet	$5,593.44
o.	Schools	Per Student	$226.79
p.	Warehouse	Per 1,000 square feet	$176.56

c. Police Impact Fee:

1. Single-Family Residential: $240.00 per dwelling unit.
2. Multi-Family Residential: $ 198.00 per dwelling unit.
3. Manufactured/Mobile Home: $166.00 dwelling per unit.
4. Non-Residential:

#	Land Use	Unit	Impact Fee
a.	Industrial/Warehousing	Per Square Foot	$0.015
b.	Institutional	Per Square Foot	$0.249
c.	Transient Lodging (Hotel/Motel)	Per Room	$130.00
d.	Office	Per Square Foot	$0.191
e.	Retail	Per Square Foot	$0.336
*Should none of the above land uses adequately define a proposed non-residential development as determined by the Planning Director, the following average charge per square foot of non-residential development shall be assessed: $0.220 per square foot.			

d. Fire Impact Fee:

1. Single-Family Residential: $292.00 per dwelling unit.

2. Multi-Family Residential: $ 262.00 per dwelling unit.

3. Manufactured/Mobile Home: $ 240.00 dwelling per unit.

4. Non-Residential:

#	Land Use	Unit	Impact Fee
a.	Industrial/Warehousing	Per Square Foot	$0.019
b.	Institutional	Per Square Foot	$0.320
c.	Transient Lodging (Hotel/Motel)	Per Room	$167.00
d.	Office	Per Square Foot	$0.245
e.	Retail	Per Square Foot	$0.432
*Should none of the above land uses adequately define a proposed non-residential development as determined by the Planning Director, the following average charge per square foot of non-residential development shall be assessed: $0.454 per square foot.			

(8) Alternative independent impact analysis.

a. At the option of a property owner, impact fees may be computed by the use of an alternate independent impact analysis if there is a belief that the cost to mitigate the impact of the development is less than the fee established in this section. The property owner shall be responsible for preparation of a proposed alternate independent impact analysis.

b. A pre-application meeting with the Planning Director shall be required prior to the submittal of an alternate independent impact analysis. The pre-application meeting shall establish the data, information, assumptions, formulae and methodology for the independent impact analysis.

c. The property owner shall be responsible for payment of the alternative independent impact analysis fee established in section 8-10 of the Code of Ordinances.

d. The property owner shall submit the alternate independent impact fee analysis from an individual or firm with the qualifications to prepare an independent analysis.

e. Within thirty (30) days of the submittal of a complete independent impact analysis, the Planning Director shall accept or reject the alternate independent impact analysis based on whether the proposed impact fee is proportional and reasonably connected to, or has a rational nexus with, the planned utility facilities improvements and the increased impact generated by the new residential or commercial development.

f. If the property owner desires the building permit to be issued before the alternative independent impact analysis has been completed and reviewed, the property owner shall pay the following:

1. An estimate of the impact fee, calculated pursuant to the applicable impact fee schedule in this section; and

2. A non-refundable alternative independent impact analysis fee established in section 8-10 of the Code of Ordinances.

3. If the approved alternative impact analysis establishes the development will have less of an impact and warrants a reduction in the impact fees, the city shall refund the difference between the estimate paid and the amount to be paid based on the independent impact analysis.

g. A determination by the Planning Director that the alternative impact fee calculation does not satisfy the requirements of this section may be appealed to the City Commission per section 1-19 of this code.

(9) Administration of impact fees.

a. City Administration

1. Fees collected pursuant to this article shall be deposited into a separate account for the purposes paid as hereinbefore enumerated.

2. The funds in said separate account shall be used only for capital improvements and the purposes hereinbefore enumerated and necessitated by new growth and included in the capital improvement program and the capital improvements element of the Comprehensive Plan.

3. If any fees collected during any fiscal year are not expended or encumbered within the ten (10) fiscal years immediately following the fiscal year of payment, the city manager shall publish one (1) time in a newspaper of general circulation in the city, a notice advising those persons having paid such fees that they are entitled to a refund thereof. Any person so entitled shall have one (1) calendar year from the date of publication of the notice within which to apply to the finance director for a refund of the fees paid. Each application shall consist of:

(i) The name and address of the applicant; and

(ii) A copy of the receipt issued by the city for the fee paid, or a sworn statement that the applicant paid the fee, and the date and amount of the payment.

All refunds made will be for the full amount paid, together with the simple interest thereon of four percent (4%) per annum from the date of payment to the date of refund. If no timely application for refund is made, the funds eligible therefor shall remain in the separate account that they were paid into.

b. Refunds

1. If a permit that includes impact fees expires and no construction has been commenced, then the fee payer shall be entitled to a refund of the impact fee paid as a condition of its issuance, except that the city shall retain an administrative fee equal to the actual costs of collection. Where no request for refund is made, the impact fee may be applied to any future project on a unit basis. Any request for a refund or future project credit shall be required to be made in writing to the Chief Building Official within twelve (12) months of the permit expiration.

(10) Impact Fee Reimbursement Agreement.

a. Dedications or construction of facilities in lieu of required impact fee.

1. Any person who desires to provide or dedicate land, or capital improvements, in lieu of the required impact fee shall provide the proposal (engineered plans, property appraisal, summary of improvement and requested reimbursement schedule) to the Planning Director for review by the Site Plan Review Committee.

2. The Site Plan Review Committee shall provide a recommendation to the City Commission regarding the proposal.

3. All proposed dedications or construction of facilities by any person and related Impact Fee Reimbursement Agreement shall require approval by the City Commission based upon the following criteria:

(i) The proposed land dedication or capital facility improvement is designed to serve the needs of the general public, and not the interest of a specific parcel, subdivision, or private interest;

(ii) The proposed land dedication or capital facility improvement is consistent with the Comprehensive Plan; and

(iii) The land dedication or capital facility improvement provides a better use of the impact fee dollars than other potential capital projects.

4. The City Commission shall determine whether or not the credit shall be granted, based on the standards set forth in subsection (3) of this section, and shall approve the amount of credit. The decision of the City

Commission shall be final. Any appeal from this decision shall be to the circuit court, by writ of certiorari, filed within thirty (30) days of the date of the decision of the City Commission.

b. Reimbursement.

1. A reimbursement schedule shall be included in the Impact Fee Reimbursement Agreement. In general, reimbursement shall be made in annual payments on January 1 of each year following acceptance of the land and/or improvements by the city, and shall be limited to the amount of impact fees received from any development identified in the agreement.

2. Total reimbursement shall not exceed the estimated cost included within the Impact Fee Reimbursement Agreement.

(11) Five-year review. At least once every five years, the Planning Director shall recommend to the City Commission whether any amendments should be made to the impact fee schedule as contained in this Section.

SECTION FIVE. Subsection (d)(6), of Section 1-30, Certificate of concurrency required, of Article V, Concurrency Management, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

(6) For purposes of public school concurrency, the following developments are considered exempt:

a. Single-family lots of record on a recorded plat, existing as such at the time the school concurrency implementing ordinance is adopted for which otherwise would be entitled to build;

b. The creation of subdivisions and/or single-family lots equal to or less than ten (10) residential units;

c. All subdivisions creating greater than ten (10) or more lots shall be reviewed for available school capacity;

d. Any residential development or any other development with a residential component that received approval of a final development order prior to the implementation date of school concurrency or is exempt from concurrency under the city concurrency regulations is considered vested for that component which was previously approved and shall not be considered as proposed new residential development for purposes of school concurrency;

e. Any unit exempted under the county school facilities impact fee ordinance as set forth in the Volusia County Code of Ordinance, section 70-181~~(a)~~0 of the Code of Ordinances; and

f. Nonresidential development.

SECTION SIX. Section 3-57, Potable water system, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 3-57. Potable water system.

Potable water system construction and material standards shall comply with those set forth in the SCDCS manuals.

(1) *Water mains location/sizing. ***No change to existing text****

(2) *Gravity house tank. ***No change to existing text****

(3) *Booster pumps/fire protection systems. ***No change to existing text****

(4) *Backflow prevention devices. ***No change to existing text****

(5) *Connection/temporary connection.*

a. The owner of each lot or parcel of land within the city, upon which lot or parcel of land any building, structure, or land use occupied or proposed for occupancy by human beings for either residential, commercial or other use, shall connect or cause such building, structure or use to be connected with the public water distribution system of the city and use such facilities, at the time a certificate of occupancy is issued, or sooner with prior approval by the city. If a unit is occupied when service is made available, then the connection shall be made within one (1) year of the date service becomes available. The owner shall be liable for all ~~impact,~~ connection and meter installation fees and customer deposits; provided, however, that no connection or connections shall be required:

1. Under the conditions set forth in this article.

2. If so stated in any annexation ordinance or development order issued by the city commission.

b. Except for fire hydrants and fire protection systems, all connections to the potable water system, whether for public or private use, shall be metered, with meter installation by city forces.

c. For temporary connection to the city water system for construction not involving new lines, a metered connection to a fire hydrant is allowed following request and deposit of $1,000.00. The meter shall be supplied by the city and use charges levied in accordance with the commercial use schedule then in effect. Upon payment of the final bill, the deposit shall be refunded.

d. For temporary connection to a system containing new lines, the city shall provide and install a meter and reduced pressure backflow preventer between the city main and the new line for purposes of flushing and clearance, following submittal of a request and deposit of $1,000.00. Connection between the meter and the new line shall be made by the developer and shall remain in place until the system has passed all tests and has been inspected by the city. At that time, the developer shall remove the meter and make the permanent connection to the city main. Upon payment of the final bill, the deposit shall be refunded. All water used shall be charged in accordance with the commercial use fee then in effect.

e. The connection of heating/air conditioning units to the city water system is prohibited.

SECTION SEVEN. Section 3-59, Sanitary sewer systems, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 3-59. Sanitary sewer systems.

Sanitary sewer system construction and material standards shall comply with those set forth in the SCDCS manuals.

(1) *Connection required.*

a. All existing development, located within one hundred feet (100') of a city sewer line, except single-family homes on lots larger than one (1) acre, shall connect to the city sewer system within one (1) year from the date such system becomes available and, in the opinion of the utilities manager, such connection is economically and physically feasible. The owner of the property shall be liable for all ~~impact~~ connection, installation and line extension fees.

b. Except where permitted under sections 3-63 and 3-64, all new development shall connect to the city's sewer system and pay all ~~impact~~ connection,

installation and line extension fees prior to the issuance of building permits or the initiation of service.

c. Where so stated in an adopted annexation report, connection to the city sewer system may be deferred until such time as it is deemed in the public interest to make connection mandatory due to financial or public health considerations.

d. The city hereby reserves the right to refuse waste from any lot or parcel of land upon which there is located any institutional, commercial or industrial plants, building or premises which does not comply fully with this chapter or chapter 22, article II, division 2 of the Code of Ordinances, or that does not utilize city water, or that does not supply proper metering of its waste.

e. Where lot sizes are less than two (2) acres, and septic systems are in use, an assessment district will be created for the installation of sewer mains and each property owner will be required to connect to the system if it has been determined that septic tank failures are extensive and/or a health or serious pollution problem is apparent. Property owners will be required to pay the assessment charges and installation fees.

f. The discharge of wastes into the city sanitary sewer system from air conditioning/heating units is prohibited.

(2) *Design and inspection. ***No change to existing text****

(3) *Lift (pumping) stations. ***No change to existing text****

SECTION EIGHT. Section 3-60, Reclaimed water systems, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 3-60. Reclaimed water systems.

Reclaimed water system construction and material standards shall comply with those set forth in the SCDCS manuals.

(1) *Compliance with state regulations. ***No change to existing text****

(2) *New residential development.* All new residential development with a gross density of greater than one (1) unit per acre and located in close proximity to an existing reclaimed water line or one (1) that is proposed in the city's five (5) year capital improvement program of sufficient size to serve the proposed

development shall be dry lined to accept reclaimed water for irrigation purposes. All such development shall connect to the reclaimed water system at the time of development or at the time service becomes available. This requirement shall appear in all restrictive covenants and sales documents of such new development. All ~~impact and~~ connection fees shall be collected at the time of connection.

(3) *Existing development. ***No change to existing text****

(4) *Performance and design standards. ***No change to existing text****

(5) *Connection permit required. ***No change to existing text****

SECTION NINE. Section 3-61, Utility line extensions, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 3-61. Utility line extensions.

(a) *Service line extension. ***No change to existing text****

(b) *Utility main extension. ***No change to existing text****

(c) *Utility main extension reimbursement policy.* Utility connection fee credits may be provided per Section 1-25 of this code.

~~(1) Procedure for utility main extension reimbursement policy. In the event that any person is required to by the city or desires to extend water, sewer or reclaimed water lines, lines that are larger than the minimum line size required to serve a parcel or development in order to provide for anticipated future development or extensions, that person or developer may request reimbursement for the cost of such extension, in accordance with the following procedures:~~

~~a. Engineering drawings, including therewith design calculations, shall be submitted to the city engineer and utilities manager indicating:~~

~~1. The size and location of the proposed lines or the appurtenances thereto;~~

~~2. Preliminary cost estimates showing the cost difference for construction of the proposed oversize main verses the cost for the minimum size main that would be required to serve the parcel or development in accordance with the city's minimum design standards.~~

b. The city engineer shall review the entire submittal and shall make a recommendation to the city commission on the eligibility of the proposal for reimbursement, based on the conformance of the proposed improvements with the city's construction design standards and with the criteria established in subsection (c) of this section.

c. The city may enter into an agreement for reimbursement with the person making the submittal, based on a finding that the trunk lines and appurtenances thereto comply with city standards, are appropriately sized and located, and that there is adequate water and sewer treatment plant capacity for the area anticipated to be served.

(2) Extension outside city. Trunk lines shall not be extended beyond the city limits unless approved by the city commission based on a finding that:

a. It is in the best interest of the city in order to improve efficiency and quality of service.

(d) *Reimbursement.*

(1) Reimbursement shall be made in annual payments on January 1 of each year, up to a maximum of ten (10) years, following acceptance of the improvements by the city, and shall be limited to the amount of impact fees received from any development which connects to the lines or appurtenances identified in the agreement.

(2) Total reimbursement shall not exceed the estimated cost difference between the installation of the oversized line and the cost to install the minimum line size that would have been required to serve the development. Cost reimbursement shall be based on construction costs only.

(3) If there is more than one (1) agreement applicable to the same lines or appurtenances or extensions thereof, reimbursement shall be proportional to the impact fees collected from projects of the submitter over the preceding calendar year.

(e) *Construction.*

(1) Following the execution of a line extension reimbursement agreement, detailed construction drawings prepared by an engineer licensed by the state shall be submitted for review and approval by the city engineer and utilities manager. All necessary permits and approvals shall then be obtained by the person desiring to perform the work.

(2) Prior to beginning any construction activities, the contractor to perform the work shall attend a preconstruction conference with the city

~~engineer or his designee and shall post a performance bond in an amount equal to one hundred ten percent (110%) of the total approved project cost in a form to be approved by the city attorney.~~

~~(3) Prior to the city accepting the lines and appurtenances thereto:~~

~~a. The lines shall meet all applicable governmental standards, have all required approvals and be ready for service to the public;~~

~~b. There shall be provided to the utilities manager a complete set of as-built record drawings certified by the engineer of record;~~

~~c. There shall be posted a one (1) year maintenance bond in an amount equal to twenty-five percent (25%) of the amount of the performance bond in a form to be approved by the city attorney; and~~

~~d. Except for sewer laterals, reuse service lines and potable water service lines on the customer service side of an individual or master water meter, all water, sewer and reclaimed water lines and appurtenances thereto which are constructed by the developer or owner shall be dedicated to the city along with an easement therefor, and thereafter maintained by the city. At the time of dedication, the developer or owner shall provide the finance director with full documentation as to the actual cost of the project.~~

(~~f~~ d) *Annexation. ***No change to existing text****

SECTION TEN. Section 3-62, Wholesale sale of potable water, sewage treatment or reclaimed water, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 3-62. Wholesale sale of potable water, sewage treatment or reclaimed water.

The city, at its sole discretion, may provide potable water, sewage treatment or reclaimed water to any governmental agency or utility franchise upon approval of the city commission, provided that it is determined that:

(1) The city has adequate capacity to serve such areas and the provision of such services shall not diminish the city's long-range ability to provide such service within its corporate boundary.

(2) Such arrangements are in the best interests of the city.

(3) Arrangements are made to ensure the annexation of properties receiving such services into the city at the time they become eligible for annexation.

(4) All line extensions and appurtenances thereto are at the expense of the provider of retail service and in accordance with the procedures described in this chapter.

(5) An agreement is entered into for the collection of ~~impact~~ connection fees and fair share reimbursement for line extension.

(6) An agreement is entered into that would ensure that the rate received for such services shall be not less than the cost for producing such services including all related administrative costs.

SECTION ELEVEN. Section 3-65, Interim package-type wastewater treatment facilities, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 3-65. Interim package-type wastewater treatment facilities.

(a) *Generally.* ***No change to existing text***

(b) *Design and performance standards.*

(1) Small package-type wastewater treatment plants shall not be allowed in areas where improper levels of treatment and/or inadequate effluent disposal may result in adverse impacts on water resources (e.g., groundwater aquifers and surface water systems), unless each plant's owner provides sufficient financial resources for the city at some future point in time to assume responsibility for operating and maintaining the collection, treatment and effluent disposal components in compliance with regulatory requirements and standards. The following minimum criteria and procedures shall be adhered to in the implementation of this standard:

a. Small package-type wastewater treatment plants represent prefabricated and component-assembled plants of one hundred thousand (100,000) gallons or less per day of treatment capacity, or any plant which is considered or identified to be of an interim nature.

b. The location and siting of such facilities shall be limited to areas where improperly treated effluent shall not adversely impact the

quality of regional water resources by lateral surface/subsurface flow or by downward percolation.

c. Existing package-type or interim wastewater treatment plants currently meeting treatment and effluent quality standards may continue to be operated provided that each facility is being properly operated and maintained and wastewater treatment and effluent standards are continually being met.

d. Measures shall be undertaken to ensure the provision of financial resources by wastewater treatment plant owners to adequately cover the costs of rehabilitating, operating and maintaining each wastewater treatment and disposal facility, and for connecting to regional facilities if applicable.

(2) Interim or package-type wastewater treatment facilities shall be required to connect to the municipal system when access to the system is made available. The following minimum criteria and procedures shall be adhered to in the implementation of this standard:

a. Package-type or interim wastewater treatment plants currently meeting treatment and effluent quality standards may continue to operate, provided that each facility is:

1. Properly operated and maintained and wastewater treatment and effluent standards are satisfactorily met; and

2. Phased out at the option of the city and connected to the municipal system when sufficient capacity is made available.

b. When a private facility is phased out and connected to the municipal sewer system, the cost of the connection to the system is incurred by the owner of the private facility.

(3) Where soil conditions permit, an interim package treatment plant may be allowed, provided that sewer lines and lift stations are constructed to city standards, ~~impact~~ connection fees for future connections to the city system are paid or bonded for, and the developer agrees to discontinue operation of the package plant and connect to the municipal system when available.

(4) Existing development with central wastewater treatment will be required to connect to the city system as soon as possible after the city system is available if the existing system is found to have deficiencies that would create a serious health or pollution problem. Property owners may be required to pay the ~~impact~~ connection fee then in effect.

SECTION TWELVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THIRTEEN. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FOURTEEN. This Ordinance shall take effect ninety (90) days after its adoption.

PASSED UPON at the first reading of the City Commission, this 16th day of May, 2023.

PASSED UPON at the second and final reading of the City Commission, this 6th day of June 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

STAFF REPORT

City of Ormond Beach
Department of Planning

MEETING DATE: April 13, 2023

SUBJECT: Land Development Code amendments: Connection, Mobility, and Impact Fee amendments

APPLICANT: Administrative

NUMBER: LDC 2021-019

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is an administrative amendment to the Land Development Code (LDC), to implement the recommendations of the impact fee study update, by amending **(1)** Section 1-25, Reserved, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration to implement the water and wastewater utility system connection fee study by creating the water and wastewater connection fee section, **(2)** Section 1-26, Mobility fee, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration to amend the person trip mobility fee per the municipal impact fee study, **(3)** Section 1-27, Impact fees, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration to delete the stormwater impact fee, amend the local road impact fee, and create police and fire impact fee per the municipal impact fee study and police and fire impact fee study, **(4)** Section 1-30(d)(6)(e), Certificate of concurrency required, of Article V, Concurrency Management, of Chapter 1, General Administration, **(5)** Section 3-57, Potable water system, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, **(6)** Section 3-59, Sanitary sewer systems, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, **(7)** Section 3-60, Reclaimed water systems, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, **(8)** Section 3-60, Reclaimed water systems, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, **(9)** Section 3-62, Wholesale sale of potable water, sewage treatment or reclaimed water, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, and **(10)** Section 3-65, Interim package-type wastewater treatment facilities, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards to implement the recommendations of the water and wastewater utility system connection fee study, municipal impact fee study, and police and fire impact fee study.

BACKGROUND: Impact fees are collected from builders or developers for new construction to help pay for increased infrastructure demands created by the new growth. The City of Ormond Beach has assessed impact fees for water and sewer since 1974. An impact fee for recreational facilities was added in 1987 and a comprehensive impact fee ordinance was adopted in 1990. The 1990 ordinance included impact fees for the full range of capital facilities (administrative facilities, conservation land, cultural facilities, fire protection, law enforcement, local roads, solid waste, road/drainage maintenance and stormwater).

Impact fees are an important component of the city's comprehensive planning process and a necessary tool to ensure that new growth pays its fair share of capital improvement costs. The Comprehensive Plan identifies the future growth that is projected to occur, the capital facilities required to serve that growth, and a minimum level-of-service (LOS) standard that will be provided for new development. The city has adopted LOS standards for potable water, sanitary sewer, solid waste, drainage, parks, roads and firefighting, but only collects impact fees for some of these services. The city has adjusted water and sewer impact fees annually based upon increases to the Engineering News Record Construction Cost Index (ENR CCI).

In 1996, the city reviewed its impact fee ordinance and determined that the projected capital improvement needs for the following five years did not warrant collection of certain fees. The city eliminated impact fees for administrative facilities, conservation land, fire protection, law enforcement, solid waste and road/drainage maintenance. The cultural facilities impact fee was not eliminated, but reduced to $0 because of potential conflicts with the adopted Comprehensive Plan.

In 2009, the City of Ormond Beach was designated as a Dense Urban Land Area requiring the city to adopt a financially feasible multimodal strategy. The city adopted the Mobility Strategy and 2025 Comprehensive Plan amendments in 2010. The mobility fee replaced concurrency and the imposition of city road impact fees on certain state roads in Transportation Concurrency Exception Areas (TCEA). New development on any road facility outside the TCEA, the city's road impact fee applies. An amendment to Section 1-27 of the Land Development Code was adopted per Ordinance No. 2015-44 to allow the City Commission to approve impact fee credit agreements that prevent credits from declining ten (10%) percent yearly over ten (10) years after the final inspection date of the demolition for land with building improvements.

On May 18, 2021, the City Commission authorized Resolution 2021-86 to accept a bid proposal from Raftelis for an impact fee study update to review and amend the water, sewer, park & recreation, stormwater, local road and mobility fees. The scope-of-work also provided a task for a feasibility analysis to add fire and police impact fees and make a recommendation if these fees should be pursued with a separate work authorization. The total fee for the impact fee study is $99,445. On October 5, 2022, the City Commission authorized Resolution 2022-121 that authorized $31,555 for the development of Police and Fire impact fees by Raftelis.

Impact fees and connection fees for residential uses are measured based on residential units. Water and sewer connection fees for non-residential uses are based on the number of fixtures (sinks, toilets, hose bibs). The road impact fee and mobility fee are based upon the use. Park and Recreation impact fees are assessed only for residential uses.

The impact fee update has been discussed at the following meetings:

EXHIBIT 1: Impact fee update schedule

Date	Group	Meeting type
September 7, 2022	City Commission	Discussion item
February 21, 2023	City Commission	Discussion item
March 9, 2023	Planning Board	Discussion item
March 22, 2023	Public meeting	Extraordinary circumstances
March 27, 2023	Public meeting	Extraordinary circumstances

Documents regarding the impact fee update have been available on the city webpage: https://www.ormondbeach.org/1028/Impact-Fees.

Raftelis has performed three (3) studies that serve as the data and analysis for the Land Development Code amendments that are included in Attachment 3:

- Water and wastewater utility system connection fee study;
- Municipal impact fee study; and
- Police and fire impact fee study.

Separate of the Land Development Code amendments, there is a need to amend the Code of Ordinances to implement the impact fee study updates. Amendments to the Code of Ordinances require only the City Commission review and action. A draft of the Code of Ordinance amendments has been provided in Attachment 2. The PowerPoint presentations for the City Commission workshops and Extraordinary Circumstances meetings are shown in Attachment 4.

ANALYSIS: The proposed Land Development Code amendments are shown by section in Attachment 1. The analysis below details the amendment, fee amendments, key changes and policy direction received:

SECTION ONE. Section 1-25, Reserved, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration

Details of the amendment:

Creation of water and sewer connection fees that were previously called impact fees. Section 1-25 was previously reserved.

Fee amendment:

EXHIBIT 2: Water and Wastewater connection fees

Description	Proposed ELU factor	Existing Fees	Proposed Fees	Increase/ (Decrease)
Residential Water/Irrigation Connection Fees				
Single-Family, per unit	1.0	$2,902.00	$2,333.00	($569.00)
Multi-Family, per unit	0.80 (was 0.50)	$1,451.00	$1,866.00	$415.00
Mobile Home, per unit	0.90 (was 0.60)	$1,741.20	$2,099.00	$358.00
Residential Wastewater Connection Fees				
Single-Family, per unit	1.0	$2,829.00	$3,577.00	$748.00
Multi-Family, per unit	0.80 (was 0.50)	$1,414.00	$2,861.00	$1,447.00
Mobile Home, per unit	0.90 (was 0.60)	$1,697.40	$3,219.00	$1,522.00
* New non-residential utility customers charged based on an ELU factor based on a fixture count.				

Key changes/Policy Direction

1. Amendment from the term impact fee to connection fee.
2. Amendment of the Equivalent Unit Factor from 0.50 for multi-family to 0.80 and 0.60 to 0.90 for mobile home.
3. Decrease of $569.00 for a single-family residential unit or one Equivalent Living Unit (ELU).
4. Increase of $748.00 for a single-family residential unit or one Equivalent Living Unit (ELU).
5. Creation of two service area districts / zones with one being for the existing City service area and one being for the Western Service Area.
6. Establishment of the process to perform an alternative connection fee analysis.
7. Impact fee reimbursement for land or capital costs established.

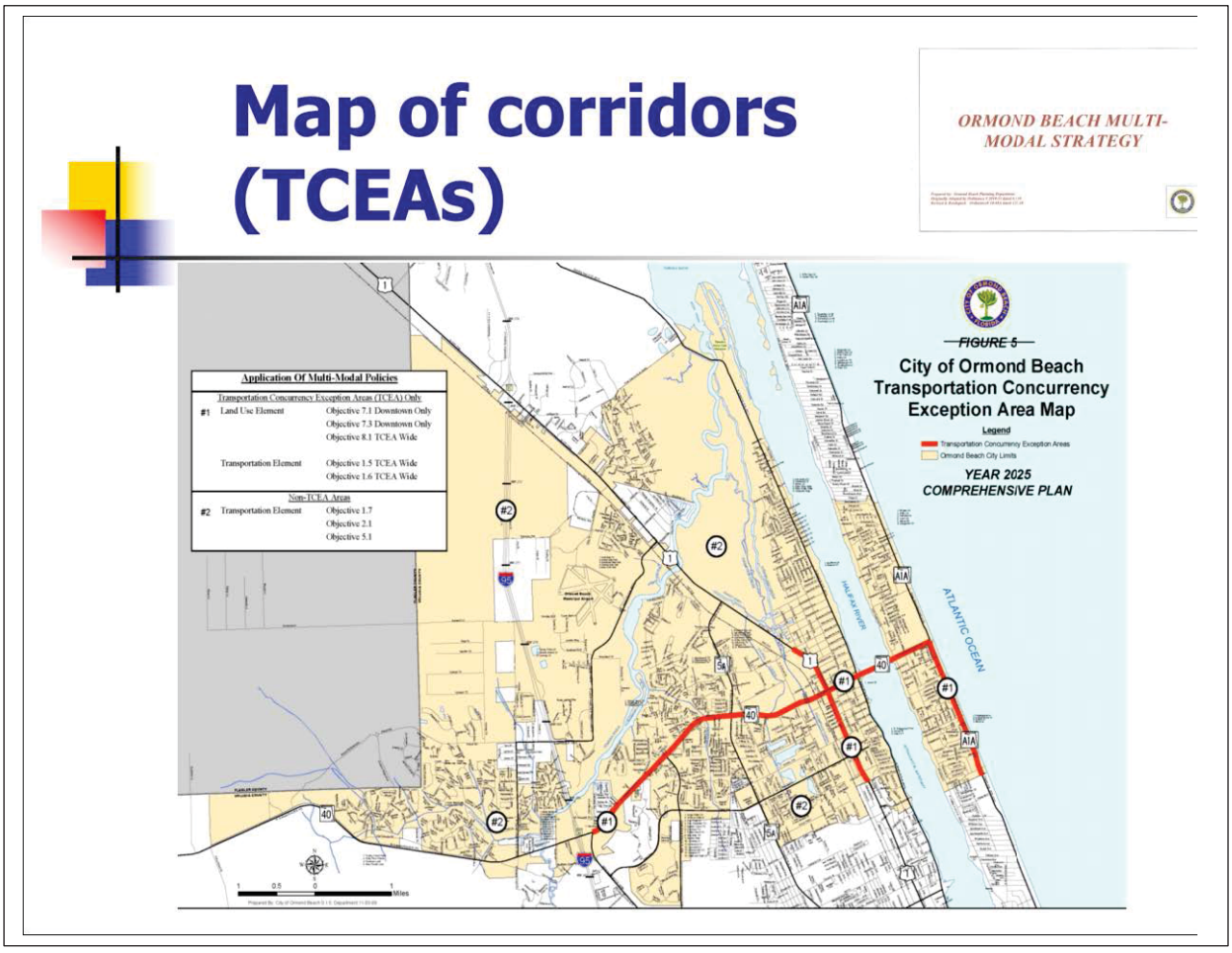
SECTION TWO. Section 1-26, Mobility fee, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration

In 2009, the Legislature passed SB 360ER. This bill designated dense urban land areas (DULAs) and one of the definitions of DULA was an area having over 1000 people per square mile. Pursuant to that bill, the Florida Legislative Office of Economic and Demographic Research transmitted to the Department of Community Affairs on July 1, 2009, a list of counties and municipalities including the City of Ormond Beach, as qualifying for DULA status. Ormond Beach as a DULA is automatically designated a Transportation Concurrency Exception Area (TCEA). A designation of a citywide TCEA means that state concurrency no longer applies to development provided the city has a

multimodal strategy approved and adopted in its Comprehensive Plan within two years of the bill's passage. However, Ormond Beach elected through its home rule powers to be more stringent and to restrict the creation of TCEAs on roadway corridors which are environmentally or politically constrained.

The city adopted Multi-Modal Strategies which was approved by Ordinance 10-48A on December 7, 2010 as part of a Remedial Amendment and Stipulated Settlement Agreement with the Florida Department of Community Affairs (DCA) and included mobility fees with TCEA. The City's Comprehensive Plan and multimodal strategy was approved by the DCA on January 18, 2011. The multi-modal strategy, including mobility fees, was prepared as a balance between all roadway capacity improvements and all vehicle reduction strategies. The roadways where the mobility fees are assessed include State Road SR 40 (SR A1A to Williamson Boulevard), U.S. Highway 1 (Wilmette Avenue to the southern City limit) and SR A1A (SR 40 to the southern City limit) and are along Votran's eastside route network. In these areas, proportionate fair share contributions are replaced with a mobility fee based on a per trip basis. The city developed and adopted a multi-modal strategy for these corridors and applies the mobility fee instead of local road impact fee. Section 1-27 of the Land Development Code contains the mobility fee calculation and it includes a fee based on per person trips. The original analysis in the adoption calculated a per person trip fee of $77.82. The per person trip rate fee in 2011 was reduced to $16.00 in response to economic conditions to allow redevelopment in these corridors.

EXHIBIT 3: Transportation Concurrency Exception Areas



[04.13.2023, Connection, Mobility, and Impact Fee LDC amendments]

Details of the amendment:

The amendment proposes to increase the cost per person trip from $16.00 to $85.67. No other changes are proposed to this Section.

Fee amendment:

The amendment proposes to increase the cost per person trip from $16.00 to $85.67.

Key changes/Policy Direction

At the February 21, 2023, several options were presented to the City Commission. The option selected was the full per person trip fee of $85.67. The chart below shows that the per person trip fee of $85.67 is generally higher than the proposed local road impact fee. For example, the mobility fee at a per person trip fee of $85.67 would be $1,285.05 for a single-family house versus the local road impact fee of $864.59. The comparison table is provided below:

EXHIBIT 4: Mobility fee options

Type of Fee	Single Family Dwelling Unit	Multi-family Dwelling Unit	Medical office Per 1,000 SF	Retail Per 1,000 SF	Industrial Per 1,000 SF	Restaurant Per 1,000 SF
Ormond Beach Local Road (proposed)	$864.59	$548.32	$3,434.79	$3,736.72	$450.23	$5,559.09
Ormond Beach Mobility Fee (current)	$240.00	$130.56	$751.68	$628.64	$107.14	$1,507.70
Option 1 - Proposed full mobility fee **($85.67)**	$1,285.05	$699.07	$4,024.78	$3,365.98	$573.65	$8,072.79
Option 2 - Proposed mobility fee **($59.00)** - 69%	$870.00	$481.44	$2,771.82	$2,318.12	$395.06	$5,559.64
Option 3 - Proposed mobility fee **($42.84)** - 50%	$642.60	$349.57	$2,012.62	$1,683.19	$286.86	$4,036.86
Option 4 - Proposed mobility fee **($32.00)** - 37%	$480.00	$261.12	$1,503.36	$1,257.28	$214.27	$3,015.40
Option 5 - Proposed mobility fee **($24.00)** - 28%	$360.00	$195.84	$1,127.52	$942.96	$160.70	$2,261.55

The per person trip rate fee in 2011 was reduced to $16.00 in response to economic conditions to allow redevelopment in these corridors. Policy confirmation is needed to confirm that the desired mobility fee should be a per person trip fee of $85.67.

SECTION THREE. Section 1-27, Impact fee, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration

Details of the amendment:

Deletion of Section 1-27 and replaced with new impact fee section that includes local roads, park and recreation, police and fire impact fees.

Fee amendment:

1. Delete stormwater impact fee and replace with stormwater connection fee.
2. Park and Recreation

EXHIBIT 5: Impact fee update schedule

Description	Existing Fees	Proposed Fees	Increase/ (Decrease)
Single-Family, per unit	$1,312.24	$2,500.00	$655.76
Multi-Family, per unit	$1,048.42	$2,021.00	$449.00
Mobile Home, per unit	$785.74	$1,658.00	$392.26
*Fee does not apply to non-residential uses.			

3. Local Roads

EXHIBIT 6: Local Road Impact fee update schedule

Land Use	Unit	Proposed Fee	Current Fee
Single-Family	DU	$864.59	$162.61
Multi-Family	DU	$548.32	$162.61
Mobile/Manufactured Home	DU	$740.33	$162.61
Hotel/Motel	Rooms	$355.87	$114.85
General/Government Office	KSF	$1,709.28	$230.83
Medical Office	KSF	$3,434.79	$1,014.31
Hospital	KSF	$1,114.66	$212.64
Nursing Home	Beds	$268.79	n/a
Industrial	KSF	$450.23	$100.07
Warehouse	KSF	$176.56	$100.07

Land Use	Unit	Proposed Fee	Current Fee
General Commercial (<40,000)	KSF	$3,736.72	$834.64
General Commercial (40,000-150,000)	KSF	$5,559.09	$802.81
General Commercial (<150,000)	KSF	$2,539.87	$602.67
Fast-Food	KSF	$25,155.10	n/a
Restaurant	KSF	$5,593.44	$881.26
General Recreation	KSF	$2,996.69	$59.13
Schools	Students	$226.79	n/a
Church	KSF	$790.25	$150.09
Day Care	KSF	$4,951.51	$329.27
Convenience Store	KSF	$26,948.94	$1,355.44

4. Police Impact fee (new impact fee)

EXHIBIT 7: Police Impact fee schedule

Description	Impact Fee Unit	Proposed Police Impact Fee
Single-Family	Dwelling Unit	$240.00
Multi-Family	Dwelling Unit	$198.00
Mobile Home	Dwelling Unit	$166.00
Industrial	Per Square Foot	$0.015
Institutional	Per Room	$0.249
Hotel/Motel	Per Square Foot	$130.00
Office	Per Square Foot	$0.191
Retail	Per Square Foot	$0.336

5. Fire impact fee (new impact fee)

EXHIBIT 8: Fire Impact fee schedule

Description	Impact Fee Unit	Proposed Fire Impact Fee
Single-Family	Dwelling Unit	$292.00
Multi-Family	Dwelling Unit	$262.00
Mobile Home	Dwelling Unit	$240.00
Industrial	Per Square Foot	$0.019
Institutional	Per Room	$0.320
Hotel/Motel	Per Square Foot	$167.00
Office	Per Square Foot	$0.245
Retail	Per Square Foot	$0.432

Key changes/Policy Direction

1. Amendment to the expiration of impact fee credits – to be acted upon by May 2, 2023.
2. Elimination of the stormwater impact fee.
3. Parks and recreation: decision point to assess the maximum supportable fee. This increase is through the extraordinary circumstance provision in the impact fee statute.
4. Local road: decision point to include fast food use in the restaurant category and convenience store use in the general commercial category. This increase is through the extraordinary circumstance provision in the impact fee statute.

5. Establishment of a police and fire impact fees.
6. Establishment of the process to perform an alternative impact fee analysis.
7. Impact fee reimbursement for land or capital costs established.

SECTION FOUR. Section 1-30(d)(6)(e), Certificate of concurrency required, of Article V, Concurrency Management, of Chapter 1, General Administration

Details of the amendment:

Amendment to clarify that the school impact fee reference is part of the Volusia County Code of Ordinance. No fee related impacts.

SECTION FIVE. Section 3-57, Potable water system, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards

Details of the amendment:

Amendment within the potable water system section to delete reference to impact fee and maintain reference to connection fee.

SECTION SIX. Section 3-59, Sanitary sewer systems, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards

Details of the amendment:

Amendment within the sanitary sewer systems section to delete reference to impact fee and replace with the term connection fee.

SECTION SEVEN. Section 3-60, Reclaimed water systems, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards

Details of the amendment:

Amendment within the reclaim water systems section to delete reference to impact fee and replace with the term connection fee.

SECTION EIGHT. Section 3-61, Utility line extensions, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards

Details of the amendment:

Deleted the utility main extension reimbursement policy and moved the text into Section 1-25, Connection Fees.

SECTION NINE. Section 3-62, Wholesale sale of potable water, sewage treatment or reclaimed water, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards

Details of the amendment:

Amendment to delete reference to impact fee and replace with the term connection fee.

SECTION TEN. Section 3-65, Interim package-type wastewater treatment facilities, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards

Details of the amendment:

Amendments to delete reference to impact fee and replace with the term connection fee.

Cumulative connection and impact fee changes:

Exhibit 9 shows the proposed connection and impact fee changes on a single-family residential home:

EXHIBIT 9: Connection and impact fee changes, Single-Family Residential

Single-Family Residential

Fee	Existing	Proposed	Change
Water	$2,902.00	$2,333.00	-$569.00
Sewer	$2,829.00	$3,577.00	$748.00
Local Road	$162.61	$864.59	$701.98
Park & Recreation	$1,312.00	$2,500.00	$1,188.00
Police	$0.00	$240.00	$240.00
Fire	$0.00	$292.00	$292.00
Stormwater	$119.39	$0.00	-$119.39
Total	$7,325.00	$9,806.59	$2,481.59

Increase in fees: $2,481.59

CONCLUSION: Section 1-15(e) of the Land Development Code requires certain criteria must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   The proposed amendment seeks to update the Land Development Code to assess connection, mobility, and impact fees based on three (3) studies performed by Raftelis. These fees are designed to require new development and expansions to pay a portion of the capital infrastructure costs that new development creates. It is not expected that the proposed Land Development Code amendment would create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code

regulations. The connection, mobility, and impact fees are also consistent with the Capital Improvements Element of the Comprehensive Plan.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   The proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties**.

   The proposed Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   The proposed Land Development Code amendment seeks to amend connection, mobility, and impact fees. The amendment would not have a negative impact to public facilities.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

8. **The proposed development provides for the safety of occupants and visitors.**

   There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the administrative amendments to the Land Development Code (LDC) to update connection, mobility, and impact fees based on (1) "Water and Wastewater Utility System Connection Fee Study", (2) "Municipal Impact Fee Study" and (3) "Police and Fire Impact Fee Study" as shown in Attachment 1. It is expected that the City Commission public hearing dates will be May 16, 2023 and June 6, 2023. The amendments would be effective on September 4, 2023.

Attachments:

Attachment 1:	Proposed Land Development Code amendments
Attachment 2:	Proposed Code of Ordinance amendments
Attachment 3:	Raftelis studies: (1) "Water and Wastewater Utility System Connection Fee Study", (2) "Municipal Impact Fee Study" and (3) "Police and Fire Impact Fee Study"
Attachment 4:	PowerPoint Presentations: (1) September 7, 2022, City Commission discussion item, (2) February 21, 2023, City Commission discussion item, (3) March 22 & 27, 2023 Extraordinary Circumstances

ATTACHMENT 1

Proposed Land Development Code Amendments

SECTION ONE. Section 1-25, Reserved, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration, is hereby amended as follows:

ARTICLE IV. SCHEDULE OF ~~DEVELOPMENT REVIEW AND IMPACT~~ CONNECTION, MOBILITY, AND IMPACT FEES

Sec. 1-25. ~~Reserved.~~ Water and Wastewater Connection Fees.

(1) *Purpose and Authority.*

a. The purpose of the water and wastewater connection fees is to assign growth related capital costs to new development that is responsible for such costs.

b. This section is designed to ensure that new growth and development, changes of uses, and expansions pay a fair share of the capital public facility costs for water and wastewater systems.

c. The water and wastewater connection fees are levied in order to provide an adequate funding source for the capital improvements identified in the city's comprehensive plan, the need for which is generated by new development to facilitate the orderly expansion.

d. The Level of Service for water and wastewater services are established in the Capital Improvement Element of the Comprehensive Plan.

(2) *Adoption of the technical study as the basis of water and wastewater connection fees.* The city hereby adopts and incorporates by reference, the "Water and Wastewater Utility System Connection Fee Study" prepared by Raftelis Financial Consultants, Inc. dated March 29, 2023.

(3) *Connection fees imposed.* The following types of connection fees are hereby imposed: water and wastewater. These utility connection fees apply within the city limits and the utility service area, including the West Ormond Water and Sewer District, Hunter's Ridge-Flagler County DRI, and North Peninsula Water District.

(4) *Connection fee obligation.* Any new development or expansion generating utility demand shall be obligated to pay water and wastewater connection fees as required by this section. The obligation to pay the water and wastewater connection fees runs with the land.

a. Exemptions. The following development or expansion activity shall be exempt from paying water and wastewater connection fees:

1. Reconstruction, expansion, or replacement of a previously existing residential structure that does not change the use from residential to commercial use and does not increase the number of dwelling units.

2. Accessory Dwelling Units shall be considered part of the single-family residential dwelling unit and is exempt from payment of water and wastewater connection fees.

3. Reconstruction, expansion, or replacement of a previously existing non-residential structure with a new non-residential structure where there is no increase in fixture units. Any increase in fixture units shall require payment of water and wastewater connection fees based on the net increase of new fixture units.

4. Public fire protection service which includes public fire hydrants and other devices used to supply potable water or reclaimed water to meet general fire-fighting requirements.

b. Expansions. For development activity which will increase the number of units or plumbing unit fixture count, the water and wastewater connection fees shall be assessed on the difference between the existing and new number of units or plumbing unit fixtures.

c. Connection Fee Credits. Land with building improvements, either past or present, shall have water and wastewater connection fee credits as follows:

1. Connection fees shall be vested with connction fee credits and these credits shall not expired over time.

2. It shall be the responsibility of the property owner to provide documents demonstrating previous buildings on a property seeking connection fee credits.

3. Property owners of non-residential buildings that are proposed to be demolished shall provide the following information to the Chief Building Official for connection fee credits:

a. Square footage and use of the building.

b. An inventory of existing plumbing fixture units on the adopted Equivalent Living Unit (ELU) form. Non-residential buildings without an inventory of plumbing fixture units shall be provided water and wastewater connection fee credits based upon typical fixture counts for the use.

4. Residential connection fee credits shall be based upon the dwelling unit or units on the property. Property owners shall provide the Chief Building Official the number of dwelling units, type of use, and building square footage for connection fee credits.

d. Renovations. Water and wastewater connection fees shall be charged on the basis of the difference between current and future impacts for renovation projects and for sites redeveloped within five (5) years from the last date of occupancy as determined by the plumbing fixture units.

e. Properties outside city limits. Water and wastewater connection fees for services to be provided shall be paid prior to the connection to the system.

(5) *Payment of water and wastewater connection fees.* Water and wastewater connection fees shall be paid at the time of development permitting (building,

utility connection, irrigation meter installation or site engineering permits). If the city identifies an impact-generating development for which the water and wastewater connection fees required by this section were not paid when due, regardless of whether a permit was issued for such development, the city shall notify the property owner that utility connection fees are due in accordance with this article. The property owner shall pay the water and wastewater connection fees due within 30 days of such notice.

(6) *Connection fee classifications.* The following classifications shall be used to determine the water and wastewater connection fee to be assessed:

a. Residential

1. Single-Family. This classification shall include where water and/or wastewater service is provided to a single-family dwelling unit, including but not limited to, single-family homes, townhouses, or duplexes located on a single lot of record.

2. Multi-Family. This classification shall include where water and/or wastewater service is provided to two (2) or more residential units, such as an apartment complex or condominium.

3. Manufactured/Mobile Home. This classification shall include where water and/or wastewater service is provided to a manufactured or mobile home on a leased area or on a platted lot.

b. Non-Residential. This classification shall include where water and/or wastewater service is provided to uses that is not residential including but not limited to commercial, industrial, office, and institutional uses.

c. Irrigation. Potable water service that is metered separately from and used exclusively for outdoor irrigation purposes or watering of land for landscaping purposes.

(7) *Calculation of water connection fees.*

a. Residential:

1. Single-Family Residential.

(i) West Ormond Water and Sewer District: shall be assessed one (1) ELU: $2,333.00.

(ii) Hunter's Ridge-Flagler County DRI Service Area: shall be assessed one (1) ELU: $2,333.00.

(iii) North Peninsula Water District: shall be assessed one (1) ELU: $2,333.00.

(iv) All other water utility connections: shall be assessed one (1) ELU: $2,333.00.

2. Multi-Family Residential.

(i) West Ormond Water and Sewer District: shall be assessed 0.80 ELU: $1,866.00.

(ii) Hunter's Ridge-Flagler County DRI Service Area: shall be assessed 0.80 ELU: $1,866.00.

(iii) North Peninsula Water District. shall be assessed 0.80 ELU: $1,866.00.

(iv) All other water utility connections. shall be assessed 0.80 ELU: $1,866.00.

3. Manufactured/Mobile Home.

(i) West Ormond Water and Sewer District: shall be assessed 0.90 ELU: $2,099.00.

(ii) Hunter's Ridge-Flagler County DRI Service Area: shall be assessed 0.90 ELU: $2,099.00.

(iii) North Peninsula Water District: shall be assessed 0.90 ELU: $2,099.00.

(iv) All other water utility connections: shall be assessed 0.90 ELU: $2,099.00.

b. Non-Residential: For the West Ormond Water and Sewer District, Hunter's Ridge-Flagler County DRI Service Area, North Peninsula Water District, and all other water utility connections:

1. The number of ELUs shall be computed by the chief building official using the fixture unit count as defined in the most recent data published by the American Water Works Association and a ratio of one (1) ELU for every sixty (60) fixture unit valves or fraction thereof, computed to one (1) decimal place.

c. Irrigation.

1. West Ormond Water and Sewer District: shall be assessed one (1) ELU: $2,333.00.

2. Hunter's Ridge-Flagler County DRI Service Area: Irrigation meters not permitted.

3. North Peninsula Water District: shall be assessed one (1) ELU: $2,333.00.

4. All other water utility connections: shall be assessed one (1) ELU: $2,333.00.

(8) *Calculation of wastewater connection fees.*

a. Residential:

1. Single-Family Residential.

(i) West Ormond Water and Sewer District: shall be assessed one (1) ELU: $3,577.00.

(ii) Hunter's Ridge-Flagler County DRI Service Area: shall be assessed one (1) ELU: $3,577.00.

(iii) North Peninsula Water District. shall be assessed one (1) ELU: $3,577.00.

(iv) All other water utility connections: shall be assessed one (1) ELU: $3,577.00.

2. Multi-Family Residential.

(i) West Ormond Water and Sewer District: shall be assessed 0.80 ELU: $2,861.00.

(ii) Hunter's Ridge-Flagler County DRI Service Area: shall be assessed 0.80 ELU: $2,861.00.

(iii) North Peninsula Water District: shall be assessed 0.80 ELU: $2,861.00.

(iv) All other water utility connections: shall be assessed 0.80 ELU: $2,861.00.

b. Non-Residential: For the West Ormond Water and Sewer District, Hunter's Ridge-Flagler County DRI Service Area, North Peninsula Water District, and all other wastewater utility connections:

1. The number of ELUs shall be computed by the Chief Building Official using the fixture unit count as defined in the most recent data published by the American Water Works Association and a ratio of one (1) ELU for every sixty (60) fixture unit valves or fraction thereof, computed to one (1) decimal place.

(9) *Alternative independent connection analysis.*

a. At the option of a property owner, water and wastewater connection fees may be computed by the use of an alternate independent connection analysis if there is a belief that the cost to mitigate the impact of the development is less than the fee established in this section. The property owner shall be responsible for preparation of a proposed alternate independent connection analysis.

b. A pre-application meeting with the Planning Director shall be required prior to the submittal of an alternate independent connection analysis. The pre-application meeting shall establish the data, information, assumptions, formulae and methodology for the independent connection analysis.

c. The property owner shall be responsible for payment of the utility connection fee calculation analysis fee established in section 8-10 of the Code of Ordinances.

d. The property owner shall submit the alternate independent connection fees analysis from an individual or firm with the qualifications to prepare an independent analysis.

e. Within thirty (30) days of the submittal of a complete independent connection analysis, the Planning Director shall accept or reject the alternate independent connection analysis based on whether the proposed water and wastewater connection fee is proportional and reasonably connected to, or has a rational nexus with, the planned utility facilities improvements and the increased impact generated by the new residential or commercial development.

f. If the property owner desires the building permit to be issued before the alternative independent connection analysis has been completed and reviewed, the property owner shall pay the following:

1. An estimate of the water and wastewater connection fees, calculated pursuant to the applicable water and wastewater connection fee schedule in this section; and

2. A non-refundable utility connection fee calculation analysis fee established in section 8-10 of the Code of Ordinances.

3. If the approved alternative impact analysis establishes the development will have less of an impact and warrants a reduction in the water and wastewater connection fees, the city shall refund the difference between the estimate paid and the amount to be paid based on the independent connection analysis.

g. A determination by the Planning Director that the alternative connection fee calculation does not satisfy the requirements of this section may be appealed to the City Commission per section 1-19 of this code.

(10) *Administration of water and wastewater connection fees.*

a. City Administration

1. Fees collected pursuant to this article shall be deposited into separate trust funds for the purposes paid as hereinbefore enumerated.

2. The funds in each said trust fund shall be used only for capital improvements and the purposes hereinbefore enumerated and necessitated by new growth and included in the capital improvement program and the capital improvements element of the comprehensive plan.

3. If any fees collected during any fiscal year are not expended or encumbered within the ten (10) fiscal years immediately following the fiscal year of payment, the city manager shall publish one (1) time in a newspaper of general circulation in the city, a notice advising those persons having paid such fees that they are entitled to a refund thereof. Any person so entitled shall have one (1) calendar year from the date of

publication of the notice within which to apply to the finance director for a refund of the fees paid. Each application shall consist of:

(i) The name and address of the applicant; and

(ii) A copy of the receipt issued by the city for the fee paid, or a sworn statement that the applicant paid the fee, and the date and amount of the payment.

All refunds made will be for the full amount paid, together with the simple interest thereon of four percent (4%) per annum from the date of payment to the date of refund. If no timely application for refund is made, the funds eligible therefor shall be transferred to the general fund for infrastructure improvements citywide.

b. Refunds

1. If a permit that includes water and wastewater connection fees expires and no construction has been commenced, then the fee payer shall be entitled to a refund of the utility connection fee paid as a condition of its issuance, except that the city shall retain three percent (3%) of the funds as an administrative fee to offset the costs of collection and refund. Where no request for refund is made, the water and wastewater connection fees may be applied to any future project on a unit basis. Any request for a refund or future project credit shall be required to be made in writing to the chief building official within twelve (12) months of the permit expiration.

(11) *Connection Fee Reimbursement Agreement.*

a. Procedure for utility capital project reimbursement agreement policy.

1. In the event that any person is required by the city or desires to extend/construct water, sewer or reclaimed waterlines or improvements, including utility lines that are larger than the minimum line size required to serve a parcel or development in order to provide for anticipated future development or extensions, that person or developer may request reimbursement agreement for the cost of such extension or improvement, in accordance with the following procedures:

(i) Engineering drawings, including therewith design calculations, shall be submitted to the Site Plan Review Committee indicating:

1. The size and location of the proposed lines or the appurtenances thereto; and

2. Preliminary cost estimates showing the cost difference for construction of the proposed oversize main verses the cost for the minimum size main that would be required to serve the parcel or development in accordance with the city's minimum design standards.

(ii) Preliminary cost estimates showing the cost difference for construction of the proposed oversize main verses the cost for the minimum size main that would be required to serve the parcel or development in accordance with the city's minimum design standards.

(iii) The city may enter into an agreement for reimbursement with the person making the submittal, based on a finding that the trunk lines and appurtenances or proposed improvement thereto comply with city standards, are appropriately sized and located, and that there is adequate water and sewer treatment plant capacity for the area anticipated to be served or a public benefit of the proposed utility improvement.

(iv) All utility connection fee reimbursement agreements require approval by the City Commission prior to the issuance of any construction permit.

b. Reimbursement.

1. Reimbursement shall be made in annual payments on January 1 of each year, up to a maximum of ten (10) years, following acceptance of the improvements by the city, and shall be limited to the amount of utility connection fees received from any development which connects to the lines or appurtenances identified in the agreement.

2. Total reimbursement shall not exceed the estimated cost difference between the installation of the oversized line and the cost to install the minimum line size that would have been required to serve the development. Cost reimbursement shall be based on construction costs only.

3. If there is more than one (1) agreement applicable to the same lines or appurtenances or extensions thereof, reimbursement shall be proportional to the impact fees collected from projects of the submitter over the preceding calendar year.

c. Construction.

1. Following the execution of a line extension reimbursement agreement, detailed construction drawings prepared by an engineer licensed by the state shall be submitted for review and approval by the City Engineer and Utilities Manager. All necessary permits and approvals shall then be obtained by the person desiring to perform the work.

2. Prior to beginning any construction activities, the contractor to perform the work, shall attend a preconstruction conference with the City Engineer or his designee and shall post a performance bond in an amount equal to one hundred ten percent (110%) of the total approved project cost in a form to be approved by the city attorney.

3. Prior to the city accepting the lines and appurtenances thereto:

(i) The lines shall meet all applicable governmental standards, have all required approvals and be ready for service to the public;

(ii) There shall be provided to the utilities manager a complete set of as-built record drawings certified by the engineer of record;

(iii) There shall be posted a one (1) year maintenance bond in an amount equal to twenty-five percent (25%) of the amount of the performance bond in a form to be approved by the city attorney; and

(iv) Except for sewer laterals, reuse service lines and potable water service lines on the customer service side of an individual or master water meter, all water, sewer and reclaimed waterlines and appurtenances thereto which are constructed by the developer or property owner shall be dedicated to the city along with an easement therefor, and thereafter maintained by the city. At the time of dedication, the developer or property owner shall provide the Finance Director with full documentation as to the actual cost of the project.

(12) *Five-year review*. At least once every five years, the Planning Director shall recommend to the City Commission whether any amendments should be made to the water and wastewater connection fee schedule as contained in this section to reflect changes in the factors that affect the fee schedule or application to the water and wastewater connection fee classifications.

SECTION TWO. Section 1-26, Mobility fee, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration, is hereby amended as follows:

Purpose. Pursuant to Ordinance No. 10-48A, a mobility fee is hereby established to implement the city's multimodal strategy. The mobility fee is mode neutral and when used effectively in combination with infill land use development densities and intensities that are transit supportive, total vehicle miles travelled and greenhouse gas emissions shall be reduced while providing enhanced mobility options.

(1) *Mobility fee components. ***No change to existing text****

(2) *Applicability. ***No change to existing text****

(3) *TCEA. ***No change to existing text****

(4) *Calculation of mobility fee.* Calculating the mobility fee is derived by multiplying the density or intensity to be developed by the assigned trip generation rate (TGR) from the latest ITE Trip Generation Manual. The net TGR (minus pass-by trips) multiplied by the average vehicle occupancy (AVO) factor of 1.502 equals the number of person trips (PT). PT is multiplied by the established mobility fee.

Formula:	Density or Intensity × TGR - Passerby × AVO × PT × the applicable mobility fee.
Where:	TGR is Trip Generation Rate.
	AVO is Average Vehicle Occupancy.
	PT is Person Trip.

Example:

Land Use	S.F.	TGR	Pass-By	AVO	PT	Mobility Fee Per PT	Total
Commercial	1000	845	75%	1.502	318	~~$16.00~~ $85.67	~~$5,079.52~~ $27,243.06

(5) *Mobility fee.* Table 2 depicts the mobility fee based on the projected costs to provide transit and non-motorized improvements identified in the multimodal strategy. The road component represents the conversion of the city's local road impact fee from an ELU to TGR and PT. The road fee is based upon the improvements specified in the city's capital improvements program. Payment of funds at building permit issuance shall be deposited by the city into each component's account according to the prescribed percentage.

Table 2. Mobility Fee

Modal Component	Cost Per PT	Mode Allocation %
Roads	~~$1.76~~ $9.42	11%
Transit	~~8.00~~ $42.84	50%
Bike/Pedestrian	~~6.24~~ $33.41	39%
Total	~~16.00~~ $85.67	100%

(6) *Applicability of Volusia County impact fees. ***No change to existing text****

(7) *Applicability of Volusia County traffic impact assessment guidelines. ***No change to existing text****

SECTION THREE. Section 1-27, Impact fee, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration, is hereby amended as follows:

Sec. 1-27. Impact Fees.

~~The purpose of this section is to ensure that new development does not impose a financial burden on existing residents by establishing comprehensive impact fees to be paid prior to the issuance of a building permit (unless otherwise provided by the Code of Ordinances), change in occupancy permit which may affect the fee schedule, or site development permit for nonstructural uses within the types of developments hereinafter specified. The said fees are levied in order to provide an adequate funding source for the capital improvements identified in the city's comprehensive plan, the need for which is generated by new development; to facilitate the orderly expansion of the city's roadway system, drainage system, water supply system, wastewater treatment system, the establishment and expansion of the reclaimed water system; and to provide for adequate park and recreation facilities, public safety and general city services.~~

~~(1) *Fees imposed*. The following types of impact fees are hereby imposed: cultural facilities, local roads, parks and recreation, stormwater, and water, sewer and reclaimed water. These fees shall be charged upon the specific types of development noted in subsections (1)a and (1)b of this section, when constructed in the city.~~

~~a. *Distribution factors for impact fees by type of use*. The amount of the fees imposed in this section shall be established by ordinance annually on the basis of a 1.0 factor assigned to single-family detached homes (also identified herein as an ELU or equivalent living unit). Fees shall be calculated based on the distribution chart in this subsection. The fees shall be charged on a per-unit basis for all dwelling units and hotel/motel uses, and the basis of one thousand (1,000) square feet of gross floor area for all other uses as being equal to one (1) ELU, except that for potable water, wastewater and reclaimed water, the fee shall be computed using the fixture unit count. For mixed use developments, the predominant use shall prevail except that categories of use exceeding twenty percent (20%) of the total floor area shall be computed under that category.~~

~~Equivalent Living Unit by Type of Use and Impact Fee Category~~

~~Type of Construction~~	~~Cultural Facilities~~	~~Local Roads~~	~~Parks and Recreation~~	~~Stormwater~~
~~Single-family~~	~~0.0~~	~~1.0~~	~~1.0~~	~~1.0~~
~~Multifamily~~	~~0.0~~	~~1.0~~	~~0.8~~	~~0.3~~
~~Mobile/manufactured home~~	~~0.0~~	~~1.0~~	~~0.6~~	~~0.4~~
~~Hotel/motel~~	~~0.0~~	~~0.7~~	~~0.0~~	~~0.1~~
~~Office/professional~~				
~~General/government office~~	~~0.0~~	~~1.4~~	~~0.0~~	~~0.9~~

Medical office		6.2		
Banks with drive-through		8.3		
Banks with no drive-through		5.4		
Warehouse				
— Warehouse	0.0	0.6	0.0	0.7
— Mini-warehouse		0.6		
Industrial	0.0	0.6	0.0	1.0
Retail				
0—99,000 sq. ft.	0.0	5.1	0.0	1.1
100,000—199,000 sq. ft.		4.9		
200,000—299,999 sq. ft.		3.7		
CBD sandwich shop type B		3.8		
Restaurant type A/C/D		5.4		
Convenience store		8.3		
Institutional				
Hospital*	0.0	1.3	0.0	1.0
Nursing home*		0.4		
Churches/education		0.9		
Day care		2.25		
Recreation				
General recreation**		0.35		
Local park		0.35		
*Per bed				
**Per parking space				

Type of construction	*Potable water*	*Reclaimed* Wastewater*	*Water*
Single-family	1.0	1.0	1.0
Multifamily	0.5	0.5	0.2 per 1,000 sq. ft. of irrigated area
Mobile/manufactured home	0.6	0.6	0.2 per 1,000 sq. ft. of irrigated area
All other uses, 60 plumbing unit fixture counts = one ELU for potable water and wastewater, and 0.2 ELU per 1,000 sq. ft. of area to be irrigated for reclaimed water.*West Ormond utility service area only			

b. *Distribution factors for water, sewer, reclaimed water.*

1. For the purposes of applying water and sewer and reclaimed water impact fees, ELUs shall be defined and computed as follows:

(i) *Residential.* Each single-family residence served by the city through a single sewer service or water meter shall be considered one (1)

~~equivalent living unit. An irrigation meter shall be considered an ELU and shall be assessed a fee equivalent to a single-family home.~~

~~(ii) *Rooms, combination of rooms, etc.* Each residential room, combination of rooms, apartment or prepared manufactured home space that includes connection points for sewer or water service that is owner occupied, offered separately for rent as a rental unit or vacant, shall be considered one (1) equivalent living unit.~~

~~(iii) *Nonresidential, commercial and industrial.* For nonresidential uses not specifically defined elsewhere in this section, the number of ELUs shall be computed by the chief building official using the fixture unit count as defined in the most recent data published by the American Water Works Association and a ratio of one (1) ELU for every sixty (60) fixture unit valves or fraction thereof, computed to one (1) decimal place.~~

~~2. Combination accounts. Accounts that contain both residential and commercial facilities served through a common meter may be treated as either residential or nonresidential, whichever method of computation results in the largest number of ELUs.~~

~~c. *Expansion of an existing connection.* Except for residential units charged on a per-unit basis, if a building permit is issued for an existing connection which will increase the number of units or plumbing unit fixture count, the total number of ELUs for the old and new parts of the facility shall be computed as outlined in subsections (1)b1(i) through (iii) of this section. The number of new ELUs shall be determined by subtracting the old ELUs from the total number of ELUs in the entire facility. An additional impact fee will then be assessed on the difference between number of existing and new ELUs. As an example, if an existing building contained one hundred fifty (150) fixture units and it was expanded to three hundred (300) fixture units, the impact fee would equal five (5) ELUs minus two and one-half (2½) ELUs, or two and one-half (2½) ELUs. Impact fees will be computed on the basis of the additional floor area only.~~

~~d. *Bond credits.* Credits shall be awarded to those uses which will also be paying off bonded indebtedness resulting from programs designed to meet past or existing deficiencies. The credit amount shall be determined annually and subtracted from the gross fee to calculate the net impact fee.~~

~~e. *Renovation/redevelopment projects.*~~

~~1. Impact fees shall be charged on the basis of the difference between current and future impacts for renovation projects and for sites redeveloped within five (5) years from the last date of occupancy. Cost differences shall reflect changes in occupancy or use, floor area, number of units or any other measurement used in the calculation of impact fees.~~

2. Land with building improvements shall be vested with impact fee credit. Such fee credit shall be reduced by ten percent (10%) each year beginning one (1) year from the date a permitted demolition occurs. Preservation of full impact fee credit may continue as an incentive to abate blighted structures beyond the date of demolition provided the city commission approves such credit through a development agreement or other acceptable legal instrument to the city.

f. *Cost-of-living adjustment.* Impact fees charges shall be in accordance with the rate schedule in the city's Code of Ordinances, which shall be adjusted annually on October 1 to reflect any change in the cost-of-living over the prior year. The amount of change shall be determined by comparing the cost-of-living index (consumer price index), all items, as published by the U.S. Department of Labor as of April 1 of each year, with the same index for the same date in the previous year. Should the city not amend the schedule on October 1, the prevailing fees shall remain in effect until such time as they are amended.

g. *Payment of fees outside city limits.* Impact fees for water, sewer or other services to be provided shall be paid prior to the connection to the system, if the property is outside the city limits.

h. *Annexations.* Developed properties annexed into the city are presumed to have paid all impact fees to the jurisdiction having issued the building permit and are further presumed to have impacted all city systems other than potable water, wastewater service and reclaimed water which are provided directly to the site. Impact fees for these uses are required to be paid along with all appropriate installation fees prior to the delivery of such services.

(2) *Administration of impact fee funds.*

a. Fees collected pursuant to this article shall be deposited into separate trust funds for the purposes paid as hereinbefore enumerated.

b. The funds in each said trust fund shall be used only to acquire lands and equipment and/or to construct new facilities for the purposes hereinbefore enumerated and necessitated by new growth and included in the capital improvements element of the comprehensive plan.

c. If a building permit expires and no construction has been commenced, then the fee payer shall be entitled to a refund of the impact fee paid as a condition of its issuance, except that the city shall retain three percent (3%) of the funds as an administrative fee to offset the costs of collection and refund. Where no request for refund is made, the impact fee may be applied to any future project on a unit basis.

d. If any fees collected during any fiscal year are not expended or encumbered within the ten (10) fiscal years immediately following the fiscal year of payment, the city manager shall publish one (1) time in a newspaper of

~~general circulation in the city, a notice advising those persons having paid such fees that they are entitled to a refund thereof. Any person so entitled shall have one (1) calendar year from the date of publication of the notice within which to apply to the finance director for a refund of the fees paid. Each application shall consist of:~~

~~1. The name and address of the applicant; and~~

~~2. A copy of the receipt issued by the city for the fee paid, or a sworn statement that the applicant paid the fee, and the date and amount of the payment.~~

~~e. All refunds made will be for the full amount paid, together with the simple interest thereon of four percent (4%) per annum from the date of payment to the date of refund.~~

~~f. If no timely application for refund is made, the funds eligible therefor shall be transferred to the general fund for infrastructure improvements citywide.~~

~~(3) *Dedications or construction of facilities in lieu of parks and recreation fee.*~~

~~a. *Public facilities.* Any person who dedicates land/facilities to the city for public parks and/or recreational use shall receive a credit against such fee in the amount hereafter specified, if the city commission finds the following conditions to be met:~~

~~1. The land/facilities dedicated are consistent with the comprehensive plan.~~

~~2. The land/facilities are visible and readily accessible to the general public.~~

~~3. The land/facilities, based upon topography, soil type, elevation, size, shape and natural vegetation, are suited to the type of use proposed.~~

~~b. *Private facilities.* Any person who dedicates active recreation facilities for the perpetual use of residents of a given development shall receive a credit against such fee in the amount hereafter specified, if the city commission finds the following conditions to be met:~~

~~1. The facilities are not located within any required yard or setback area.~~

~~2. The common and continued ownership and recreational use of the facilities are provided for by recorded deed restrictions (which may not be amended or released absent city commission approval), or by a prospectus on file with the state, department of business and professional regulation, division of land sales, condominiums and mobile homes.~~

~~3. The facilities are appropriate for such use, will result in a lessening of demand on city recreation facilities, and will adequately serve the population for which they are designed.~~

c. *Procedure to obtain credit.* Any person who dedicates land and/or facilities meeting the requirements of subsection (3)a or b of this section, may apply for the credit hereby allowed on an application form available from the director of planning. The completed form shall be submitted to the city manager, who will make a recommendation to the city commission as to whether or not the credit should be granted and the amount thereof. The city commission shall determine whether or not the credit shall be granted, based on the standards set forth in subsection (3)a or b of this section, and shall approve the amount of credit. The decision of the city commission shall be final. Any appeal from this decision shall be to the circuit court, by writ of certiorari, filed within thirty (30) days of the date of the decision of the city commission.

d. *Amount of credit.*

1. *Public facilities.* Any person who dedicates land and/or recreation facilities to the city for use as a public recreation facility shall receive a credit equal to the lesser of: The total of the fair market value of the land at the time dedication occurs, as determined by an MAI appraiser selected by, and paid for, by the dedicator, plus the estimated cost of constructing the proposed facilities, which cost estimate shall be submitted to and approved by the city engineer, with a maximum amount not to exceed the total amount of recreational impact fees anticipated to be generated by the specific development; or The total amount of recreational impact fees anticipated to be generated by the development; provided, however, that if the total amount determined by this subsection is the greater amount and the city commission determines, based upon staff recommendations, that the land/facilities to which the excess is attributable are necessary for access to and full enjoyment of the overall land/facilities, then the dedicator/installer shall receive full payment for such excess. This payment shall, however, be subject to an agreement with the developer which shall include a reimbursement schedule. The city commission shall determine whether to incorporate the same into the next fiscal year budget or to direct payment from the recreational impact fee fund.

2. *Private facilities.* Any person who develops active recreation facilities to be installed, which facilities are to be dedicated to the perpetual use of residents of a given development, shall receive a credit equal to the lesser of:

(i) Fifty percent (50%) of the cost of constructing active recreation facilities thereon, which cost estimate shall be submitted to and approved by the chief building official;

(ii) Fifty percent (50%) of the recreational impact fee in effect at the time of building permit issuance.

~~e. *Method of paying credit.* If the party dedicating the land/facilities is the party who pays for a building permit within the development, the fee hereby imposed shall be waived and applied to the total credit allowed until the full amount of the credit has been recovered. If the party dedicating the land/facilities is not the party who pays for a building permit within the development, the city shall reimburse the dedicator or his assignee, semiannually, the recreational impact fees collected from the development, until the full amount of the credit has been paid.~~

~~f. *Time limits.* Reimbursements to dedicators shall only be made from recreational impact fees collected by the city within the ten (10) years immediately following the date of the final development order.~~

~~g. *Assignment of credit.* Any person entitled to a credit hereunder may assign his credit by filing with the finance director a copy of the document making the assignment. Thereafter, all refunds/waivers shall be made to the benefit of the assignee.~~

The purpose of this section is to ensure that new development does not impose a financial burden on existing residents by establishing comprehensive impact fees. The impact fees are levied in order to provide an adequate funding source for the capital improvements identified in the city's Comprehensive Plan, the need for which is generated by new development to facilitate the orderly expansion.

(1) *Authority.* In the creation of impact fees, the City Commission is exercising its Charter home rule powers and its local authority, including police powers, the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, as amended; and section 163.3161 et seq., Florida Statutes, as amended. The aforementioned provisions authorize and require the City to provide and finance public improvements; to provide for the health, safety, and general welfare of the city; to coordinate the provision of adequate public facilities with land development; and to implement its Comprehensive Plan. Furthermore, the Local Government Comprehensive Planning and Land Development Regulation Act, section 163.3202, Florida Statutes, encourage the use of innovative land development regulations, including impact fees.

(2) Legislative findings, reliance on the Municipal Fees Study and Police and Fire Impact Fee Study

a. This section is intended to impose fees in an amount based upon the new costs attributable to new development and the cost of providing needed capital facilities to serve new development.

b. The city hereby adopts and incorporates by reference, the "Municipal Impact Fee Study" and "Police and Fire Impact Fee Study" prepared by Raftelis Financial Consultants, Inc. dated March 29, 2023.

c. This section is intended to implement and further the Goals, Objectives and Policies of the Ormond Beach Comprehensive Plan.

d. The purpose of this section is to require payment of impact fees for new development and expansion of existing development to provide capital facilities that are required to accommodate growth as detailed in the Capital Improvement Plan and Capital Improvement Element of the Comprehensive Plan.

e. Implementation of impact fees is needed to maintain Level of Service standards established by the Capital Improvement Element of the Comprehensive Plan.

(3) Impact fees imposed. The following types of impact fees are hereby imposed:

a. Parks & Recreation.

b. Local Road.

c. Police.

d. Fire.

(4) Impact Fee obligation. Any new development, change of use or expansion of uses or square footage shall be obligated to pay impact fees as required by this Section. The obligation to pay the impact fees runs with the land.

a. Exemptions. The following development or expansion activity shall be exempt from paying impact fees:

1. Reconstruction, expansion, or replacement of a previously existing residential structure that does not change the use from residential to commercial use and does not increase the number of dwelling units.

2. Accessory Dwelling Units shall be considered part of the single-family residential dwelling unit and is exempt from payment of impact fees.

3. Reconstruction, expansion, or replacement of a previously existing non-residential structure with a new non-residential structure where there is no increase in square footage or a more intensive use.

4. Public fire protection service which includes public fire hydrants and other devices used to supply potable water or reclaimed water to meet general fire-fighting requirements.

b. Expansions. For development activity which will increase the number of units or building square footage, the impact fees shall be assessed on the difference between the existing and new units or square footage.

c. Impact Fee Credits. Land with building improvements, either past or present, shall have impact fee credits as follows:

1. Impact fees shall be vested with impact fee credits and these credits shall not expire over time.

2. It shall be the responsibility of the property owner to provide documents demonstrating previous buildings on a property seeking impact fee credits.

3. Property owners of non-residential buildings that are proposed to be demolished shall provide the following information to the Chief Building Official for impact fee credits:

a. Square footage and use of the building.

b. An inventory of existing plumbing fixture units on the adopted Equivalent Living Unit (ELU) form.

4. Residential impact fee credits shall be based upon the dwelling unit or units on the property. Property owners shall provide the Chief Building Official the number of dwelling units, type of use, and building square footage for impact fee credits.

d. Renovations. Impact fees shall be charged on the basis of the difference between current and future impacts for renovation projects and for sites redeveloped within five (5) years from the last date of occupancy. Cost differences shall reflect changes in occupancy or use, floor area, number of units or any other measurement used in the calculation of impact fees.

(5) Payment of impact fees. Impact fees shall be paid at the time of development permitting (building or site engineering permits). If the city identifies an impact-generating development for which the impact fees required by this section were not paid when due, regardless of whether a permit was issued for such development, the city shall notify the owner that impact fees are due in accordance with this article. The property owner shall pay the impact fees due within 30 days of such notice.

(6) Impact fee classifications. The following classifications shall be used to determine the impact fee to be assessed:

a. Residential

1. Single-Family Residential. This classification shall include single-family dwelling units, including but not limited to, single-family homes, townhouses, or duplexes located on a single lot of record.

2. Multi-Family Residential. This classification shall include two (2) or more residential units, such as an apartment complex or condominium.

3. Manufactured/Mobile Home. This classification shall include manufactured or mobile homes on a leased area or on a platted lot.

b. Non-Residential. This classification shall include all uses that are not residential as listed in subsection seven (7) including but not limited to commercial, industrial, office, and institutional uses.

(7) Impact fee schedules.

a. Park and Recreation Impact Fee:

1. Single-Family Residential: $2,500.00 per unit.

2. Multi-Family Residential: $2,021.00 per unit.

3. Manufactured/Mobile Home: $1,658.00 per unit.

4. Non-Residential: Not assessed.

b. Local Road Impact Fee:

1. Single-Family Residential: $864.59 per unit.

2. Multi-Family Residential: $548.32 per unit

3. Manufactured/Mobile Home: $740.33

4. Non-Residential:

#	Land Use	Unit	Impact Fee
a.	Bank	Per 1,000 square feet	$6,782.33
b.	Church/House of Worship	Per 1,000 square feet	$790.25
c.	Day Care/child care	Per 1,000 square feet	$4,951.51
d.	General Commercial (less than 40,000 square feet)	Per 1,000 square feet	$3,736.72
e.	General Commercial (40,000 square feet to 150,000 square feet)	Per 1,000 square feet	$5,559.09
f.	General Commercial (over 150,000 square feet)	Per 1,000 square feet	$2,539.87
g.	General/Government Office	Per 1,000 square feet	$1,709.28
h.	General Recreation	Per 1,000 square feet	$2,996.69
i.	Hospital	Per 1,000 square feet	$1,114.66
j.	Hotel/Motel (Transient Lodging)	Rooms	$355.87
k.	Industrial	Per 1,000 square feet	$450.23
l.	Medical Office	Per 1,000 square feet	$3,434.79
m.	Nursing Home (Assisted Living Facility	Beds	$268.79
n.	Restaurant	Per 1,000 square feet	$5,593.44
o.	Schools	Students	$226.79
p.	Warehouse	Per 1,000 square feet	$176.56

c. Police Impact Fee:

1. Single-Family Residential: $240.00 per unit.

2. Multi-Family Residential: $ 198.00 per unit.

3. Manufactured/Mobile Home: $166.00 per unit.

4. Non-Residential:

#	Land Use	Unit	Impact Fee
a.	Industrial/Warehousing	Per Square Foot	$0.015
b.	Institutional	Per Square Foot	$0.249
c.	Transient Lodging (Hotel/Motel)	Per Room	$130.00
d.	Office	Per Square Foot	$0.191
e.	Retail	Per Square Foot	$0.336

*Should none of the above land uses adequately define a proposed non-residential development as determined by the Planning Director, the following average charge per square foot of non-residential development shall be assessed: $0.220 per square foot.

d. Fire Impact Fee:

1. Single-Family Residential: $292.00 per unit.
2. Multi-Family Residential: $ 262.00 per unit.
3. Manufactured/Mobile Home: $ 240.00 per unit.
4. Non-Residential:

#	Land Use	Unit	Impact Fee
a.	Industrial/Warehousing	Per Square Foot	$0.019
b.	Institutional	Per Square Foot	$0.320
c.	Transient Lodging (Hotel/Motel)	Per Room	$167.00
d.	Office	Per Square Foot	$0.245
e.	Retail	Per Square Foot	$0.432
*Should none of the above land uses adequately define a proposed non-residential development as determined by the Planning Director, the following average charge per square foot of non-residential development shall be assessed: $0.454 per square foot.			

(8) Alternative independent impact analysis.

a. At the option of a property owner, impact fees may be computed by the use of an alternate independent impact analysis if there is a belief that the cost to mitigate the impact of the development is less than the fee established in this section. The property owner shall be responsible for preparation of a proposed alternate independent impact analysis.

b. A pre-application meeting with the Planning Director shall be required prior to the submittal of an alternate independent impact analysis. The pre-application meeting shall establish the data, information, assumptions, formulae and methodology for the independent impact analysis.

c. The property owner shall be responsible for payment of the alternative independent impact analysis fee established in section 8-10 of the Code of Ordinances.

d. The property owner shall submit the alternate independent impact fee analysis from an individual or firm with the qualifications to prepare an independent analysis.

e. Within thirty (30) days of the submittal of a complete independent impact analysis, the Planning Director shall accept or reject the alternate independent impact analysis based on whether the proposed impact fee is

proportional and reasonably connected to, or has a rational nexus with, the planned utility facilities improvements and the increased impact generated by the new residential or commercial development.

f. If the property owner desires the building permit to be issued before the alternative independent impact analysis has been completed and reviewed, the property owner shall pay the following:

1. An estimate of the impact fee, calculated pursuant to the applicable impact fee schedule in this section; and

2. A non-refundable alternative independent impact analysis fee established in section 8-10 of the Code of Ordinances.

3. If the approved alternative impact analysis establishes the development will have less of an impact and warrants a reduction in the impact fees, the city shall refund the difference between the estimate paid and the amount to be paid based on the independent impact analysis.

g. A determination by the Planning Director that the alternative impact fee calculation does not satisfy the requirements of this section may be appealed to the City Commission per section 1-19 of this code.

(9) Administration of impact fees.

a. City Administration

1. Fees collected pursuant to this article shall be deposited into separate trust funds for the purposes paid as hereinbefore enumerated.

2. The funds in each said trust fund shall be used only for capital improvements and the purposes hereinbefore enumerated and necessitated by new growth and included in the capital improvement program and the capital improvements element of the Comprehensive Plan.

3. If any fees collected during any fiscal year are not expended or encumbered within the ten (10) fiscal years immediately following the fiscal year of payment, the city manager shall publish one (1) time in a newspaper of general circulation in the city, a notice advising those persons having paid such fees that they are entitled to a refund thereof. Any person so entitled shall have one (1) calendar year from the date of publication of the notice within which to apply to the finance director for a refund of the fees paid. Each application shall consist of:

(i) The name and address of the applicant; and

(ii) A copy of the receipt issued by the city for the fee paid, or a sworn statement that the applicant paid the fee, and the date and amount of the payment.

All refunds made will be for the full amount paid, together with the simple interest thereon of four percent (4%) per annum from the date of payment

to the date of refund. If no timely application for refund is made, the funds eligible therefor shall be transferred to the general fund for infrastructure improvements citywide.

b. Refunds

1. If a permit that includes impact fees expires and no construction has been commenced, then the fee payer shall be entitled to a refund of the impact fee paid as a condition of its issuance, except that the city shall retain three percent (3%) of the funds as an administrative fee to offset the costs of collection and refund. Where no request for refund is made, the impact fee may be applied to any future project on a unit basis. Any request for a refund or future project credit shall be required to be made in writing to the Chief Building Official within twelve (12) months of the permit expiration.

(10) Impact Fee Reimbursement Agreement.

a. Dedications or construction of facilities in lieu of required impact fee.

1. Any person who desires to provide land dedication or capital improvements in lieu of the required impact fee shall provide the proposal (engineered plans, property appraisal, summary of improvement and requested reimbursement schedule) to the Planning Director for review by the Site Plan Review Committee.

2. The Site Plan Review Committee shall provide a recommendation to the City Commission regarding the proposal.

3. All Impact Fee Reimbursement Agreements shall require approval by the City Commission based upon the following criteria:

(i) The land dedication or capital facility improvement is designed to serve the general public and not a specific parcel or subdivision;

(ii) The land dedication or capital facility improvement is consistent with the Comprehensive Plan; and

(iii) The land dedication or capital facility improvement provides a better use of the impact fee dollars than other potential capital projects.

4. The City Commission shall determine whether or not the credit shall be granted, based on the standards set forth in subsection (3) of this section, and shall approve the amount of credit. The decision of the City Commission shall be final. Any appeal from this decision shall be to the circuit court, by writ of certiorari, filed within thirty (30) days of the date of the decision of the City Commission.

b. Reimbursement.

1. A reimbursement schedule shall be included in the Impact Fee Reimbursement Agreement. In general, reimbursement shall be made in annual payments on January 1 of each year, up to a maximum of ten (10) years, following acceptance of the improvements by the city, and shall be limited to the amount of impact fees received from any development identified in the agreement.

2. Total reimbursement shall not exceed the estimated cost included within the Impact Fee Reimbursement Agreement.

(11) Five-year review. At least once every five years, the Planning Director shall recommend to the City Commission whether any amendments should be made to the impact fee schedule as contained in this Section.

SECTION FOUR. Section 1-30(d)(6)(e), Certificate of concurrency required, of Article V, Concurrency Management, of Chapter 1, General Administration, is hereby amended as follows:

(6) For purposes of public school concurrency, the following developments are considered exempt:

a. Single-family lots of record on a recorded plat, existing as such at the time the school concurrency implementing ordinance is adopted for which otherwise would be entitled to build;

b. The creation of subdivisions and/or single-family lots equal to or less than ten (10) residential units;

c. All subdivisions creating greater than ten (10) or more lots shall be reviewed for available school capacity;

d. Any residential development or any other development with a residential component that received approval of a final development order prior to the implementation date of school concurrency or is exempt from concurrency under the city concurrency regulations is considered vested for that component which was previously approved and shall not be considered as proposed new residential development for purposes of school concurrency;

e. Any unit exempted under the county school facilities impact fee ordinance as set forth in the Volusia County Code of Ordinance, section 70-181~~(a)~~0 of the Code of Ordinances; and

f. Nonresidential development.

SECTION FIVE. Section 3-57, Potable water system, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, is hereby amended as follows:

Sec. 3-57. Potable water system.

Potable water system construction and material standards shall comply with those set forth in the SCDCS manuals.

(1) *Water mains location/sizing. ***No change to existing text****

(2) *Gravity house tank. ***No change to existing text****

(3) *Booster pumps/fire protection systems. ***No change to existing text****

(4) *Backflow prevention devices. ***No change to existing text****

(5) *Connection/temporary connection.*

a. The owner of each lot or parcel of land within the city, upon which lot or parcel of land any building, structure, or land use occupied or proposed for occupancy by human beings for either residential, commercial or other use, shall connect or cause such building, structure or use to be connected with the public water distribution system of the city and use such facilities, at the time a certificate of occupancy is issued, or sooner with prior approval by the city. If a unit is occupied when service is made available, then the connection shall be made within one (1) year of the date service becomes available. The owner shall be liable for all ~~impact,~~ connection and meter installation fees and customer deposits; provided, however, that no connection or connections shall be required:

1. Under the conditions set forth in this article.

2. If so stated in any annexation ordinance or development order issued by the City Commission.

b. Except for fire hydrants and fire protection systems, all connections to the potable water system, whether for public or private use, shall be metered, with meter installation by city forces.

c. For temporary connection to the city water system for construction not involving new lines, a metered connection to a fire hydrant is allowed following request and deposit of $1,000.00. The meter shall be supplied by the city and use charges levied in accordance with the commercial use schedule then in effect. Upon payment of the final bill, the deposit shall be refunded.

d. For temporary connection to a system containing new lines, the city shall provide and install a meter and reduced pressure backflow preventer between the city main and the new line for purposes of flushing and clearance, following submittal of a request and deposit of $1,000.00. Connection between the meter and the new line shall be made by the developer and shall remain in place until the system has passed all tests and has been inspected by the city. At that time, the developer shall remove the meter and make the permanent connection to the city main. Upon payment of the final bill, the deposit shall be refunded. All water used shall be charged in accordance with the commercial use fee then in effect.

e. The connection of heating/air conditioning units to the city water system is prohibited.

SECTION SIX. Section 3-59, Sanitary sewer systems, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, is hereby amended as follows:

Sec. 3-59. Sanitary sewer systems.

Sanitary sewer system construction and material standards shall comply with those set forth in the SCDCS manuals.

(1) *Connection required.*

a. All existing development, located within one hundred feet (100') of a city sewer line, except single-family homes on lots larger than one (1) acre, shall connect to the city sewer system within one (1) year from the date such system becomes available and, in the opinion of the Utilities Manager, such connection is economically and physically feasible. The owner of the property shall be liable for all ~~impact~~ connection, installation and line extension fees.

b. Except where permitted under sections 3-63 and 3-64, all new development shall connect to the city's sewer system and pay all ~~impact~~ connection, installation and line extension fees prior to the issuance of building permits or the initiation of service.

c. Where so stated in an adopted annexation report, connection to the city sewer system may be deferred until such time as it is deemed in the public interest to make connection mandatory due to financial or public health considerations.

d. The city hereby reserves the right to refuse waste from any lot or parcel of land upon which there is located any institutional, commercial or industrial plants, building or premises which does not comply fully with this chapter or chapter 22, article II, division 2 of the Code of Ordinances, or that does not utilize city water, or that does not supply proper metering of its waste.

e. Where lot sizes are less than two (2) acres, and septic systems are in use, an assessment district will be created for the installation of sewer mains and each property owner will be required to connect to the system if it has been determined that septic tank failures are extensive and/or a health or serious pollution problem is apparent. Property owners will be required to pay the assessment charges and installation fees.

f. The discharge of wastes into the city sanitary sewer system from air conditioning/heating units is prohibited.

(2) *Design and inspection. ***No change to existing text****

(3) *Lift (pumping) stations. ***No change to existing text****

SECTION SEVEN. Section 3-60, Reclaimed water systems, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, is hereby amended as follows:

Sec. 3-60. Reclaimed water systems.

Reclaimed water system construction and material standards shall comply with those set forth in the SCDCS manuals.

(1) *Compliance with state regulations. ***No change to existing text****

(2) *New residential development.* All new residential development with a gross density of greater than one (1) unit per acre and located in close proximity to an existing reclaimed water line or one (1) that is proposed in the city's five (5) year capital improvement program of sufficient size to serve the proposed development shall be dry lined to accept reclaimed water for irrigation purposes. All such development shall connect to the reclaimed water system at the time of development or at the time service becomes available. This requirement shall appear in all restrictive covenants and sales documents of such new development. All ~~impact and~~ connection fees shall be collected at the time of connection.

(3) *Existing development. ***No change to existing text****

(4) *Performance and design standards. ***No change to existing text****

(5) *Connection permit required. ***No change to existing text****

SECTION EIGHT. Section 3-61, Utility line extensions, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, is hereby amended as follows:

Sec. 3-61. Utility line extensions.

(a) *Service line extension. ***No change to existing text****

(b) *Utility main extension. ***No change to existing text****

(c) *Utility main extension reimbursement policy.* Utility connection fee credits may be provided per Section 1-25 of this code.

~~(1) Procedure for utility main extension reimbursement policy. In the event that any person is required to by the city or desires to extend water, sewer or reclaimed water lines, lines that are larger than the minimum line size required to serve a parcel or development in order to provide for anticipated future development or extensions, that person or developer may request reimbursement for the cost of such extension, in accordance with the following procedures:~~

~~a. Engineering drawings, including therewith design calculations, shall be submitted to the city engineer and utilities manager indicating:~~

~~1. The size and location of the proposed lines or the appurtenances thereto;~~

~~2. Preliminary cost estimates showing the cost difference for construction of the proposed oversize main verses the cost for the minimum size main that would be required to serve the parcel or~~

development in accordance with the city's minimum design standards.

b. The city engineer shall review the entire submittal and shall make a recommendation to the city commission on the eligibility of the proposal for reimbursement, based on the conformance of the proposed improvements with the city's construction design standards and with the criteria established in subsection (c) of this section.

c. The city may enter into an agreement for reimbursement with the person making the submittal, based on a finding that the trunk lines and appurtenances thereto comply with city standards, are appropriately sized and located, and that there is adequate water and sewer treatment plant capacity for the area anticipated to be served.

(2) Extension outside city. Trunk lines shall not be extended beyond the city limits unless approved by the city commission based on a finding that:

a. It is in the best interest of the city in order to improve efficiency and quality of service.

(d) *Reimbursement.*

(1) Reimbursement shall be made in annual payments on January 1 of each year, up to a maximum of ten (10) years, following acceptance of the improvements by the city, and shall be limited to the amount of impact fees received from any development which connects to the lines or appurtenances identified in the agreement.

(2) Total reimbursement shall not exceed the estimated cost difference between the installation of the oversized line and the cost to install the minimum line size that would have been required to serve the development. Cost reimbursement shall be based on construction costs only.

(3) If there is more than one (1) agreement applicable to the same lines or appurtenances or extensions thereof, reimbursement shall be proportional to the impact fees collected from projects of the submitter over the preceding calendar year.

(e) *Construction.*

(1) Following the execution of a line extension reimbursement agreement, detailed construction drawings prepared by an engineer licensed by the state shall be submitted for review and approval by the city engineer and utilities manager. All necessary permits and approvals shall then be obtained by the person desiring to perform the work.

(2) Prior to beginning any construction activities, the contractor to perform the work shall attend a preconstruction conference with the city engineer or his designee and shall post a performance bond in an amount equal to one hundred ten percent (110%) of the total approved project cost in a form to be approved by the city attorney.

~~(3) Prior to the city accepting the lines and appurtenances thereto:~~

~~a. The lines shall meet all applicable governmental standards, have all required approvals and be ready for service to the public;~~

~~b. There shall be provided to the utilities manager a complete set of as-built record drawings certified by the engineer of record;~~

~~c. There shall be posted a one (1) year maintenance bond in an amount equal to twenty-five percent (25%) of the amount of the performance bond in a form to be approved by the city attorney; and~~

~~d. Except for sewer laterals, reuse service lines and potable water service lines on the customer service side of an individual or master water meter, all water, sewer and reclaimed water lines and appurtenances thereto which are constructed by the developer or owner shall be dedicated to the city along with an easement therefor, and thereafter maintained by the city. At the time of dedication, the developer or owner shall provide the finance director with full documentation as to the actual cost of the project.~~

(~~f~~ d) *Annexation. ***No change to existing text****

SECTION NINE. Section 3-62, Wholesale sale of potable water, sewage treatment or reclaimed water, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, is hereby amended as follows:

Sec. 3-62. Wholesale sale of potable water, sewage treatment or reclaimed water.

The city, at its sole discretion, may provide potable water, sewage treatment or reclaimed water to any governmental agency or utility franchise upon approval of the city commission, provided that it is determined that:

(1) The city has adequate capacity to serve such areas and the provision of such services shall not diminish the city's long-range ability to provide such service within its corporate boundary.

(2) Such arrangements are in the best interests of the city.

(3) Arrangements are made to ensure the annexation of properties receiving such services into the city at the time they become eligible for annexation.

(4) All line extensions and appurtenances thereto are at the expense of the provider of retail service and in accordance with the procedures described in this chapter.

(5) An agreement is entered into for the collection of ~~impact~~ connection fees and fair share reimbursement for line extension.

(6) An agreement is entered into that would ensure that the rate received for such services shall be not less than the cost for producing such services including all related administrative costs.

SECTION TEN. Section 3-65, Interim package-type wastewater treatment facilities, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, is hereby amended as follows:

Sec. 3-65. Interim package-type wastewater treatment facilities.

(a) *Generally.* ***No change to existing text***

(b) *Design and performance standards.*

(1) Small package-type wastewater treatment plants shall not be allowed in areas where improper levels of treatment and/or inadequate effluent disposal may result in adverse impacts on water resources (e.g., groundwater aquifers and surface water systems), unless each plant's owner provides sufficient financial resources for the city at some future point in time to assume responsibility for operating and maintaining the collection, treatment and effluent disposal components in compliance with regulatory requirements and standards. The following minimum criteria and procedures shall be adhered to in the implementation of this standard:

a. Small package-type wastewater treatment plants represent prefabricated and component-assembled plants of one hundred thousand (100,000) gallons or less per day of treatment capacity, or any plant which is considered or identified to be of an interim nature.

b. The location and siting of such facilities shall be limited to areas where improperly treated effluent shall not adversely impact the quality of regional water resources by lateral surface/subsurface flow or by downward percolation.

c. Existing package-type or interim wastewater treatment plants currently meeting treatment and effluent quality standards may continue to be operated provided that each facility is being properly operated and maintained and wastewater treatment and effluent standards are continually being met.

d. Measures shall be undertaken to ensure the provision of financial resources by wastewater treatment plant owners to adequately cover the costs of rehabilitating, operating and maintaining each wastewater treatment and disposal facility, and for connecting to regional facilities if applicable.

(2) Interim or package-type wastewater treatment facilities shall be required to connect to the municipal system when access to the system is made available. The following minimum criteria and procedures shall be adhered to in the implementation of this standard:

a. Package-type or interim wastewater treatment plants currently meeting treatment and effluent quality standards may continue to operate, provided that each facility is:

1. Properly operated and maintained and wastewater treatment and effluent standards are satisfactorily met; and

2. Phased out at the option of the city and connected to the municipal system when sufficient capacity is made available.

b. When a private facility is phased out and connected to the municipal sewer system, the cost of the connection to the system is incurred by the owner of the private facility.

(3) Where soil conditions permit, an interim package treatment plant may be allowed, provided that sewer lines and lift stations are constructed to city standards, ~~impact~~ connection fees for future connections to the city system are paid or bonded for, and the developer agrees to discontinue operation of the package plant and connect to the municipal system when available.

(4) Existing development with central wastewater treatment will be required to connect to the city system as soon as possible after the city system is available if the existing system is found to have deficiencies that would create a serious health or pollution problem. Property owners may be required to pay the ~~impact~~ connection fee then in effect.

ATTACHMENT 2

Proposed Code of Ordinance Amendments

SECTION ONE. Section 22-29, Special provisions for water for irrigation and swimming pools, of Article I, Water, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-29. Special provisions for water for irrigation and swimming pools.

(a) *Separate meter authorized. ***No change in existing text****

(b) *Conditions of issuance. ***No change in existing text****

(c) *Credit for or refund of ~~impact~~ connection fee.* If the property is connected to the reclaimed water system within ten (10) years of the date the ~~impact~~ connection fee required by this Code and the land development code is paid and the irrigation meter is removed from the property, the payor shall be entitled to a pro rata refund of the ~~impact~~ connection fee based on a ten (10) - year amortization period or a credit in the amount of the said refund against any reclaimed water ~~impact~~ connection fee which may then be in effect. Only those persons paying such ~~impact~~ connection fee on and after October 1, 1990, shall be eligible for such refund or credit. Application for any refund or credit shall be made to the Finance Director at the time of connection to the reclaimed water system. There shall be no interest paid on any ~~impact~~ connection fee refunded pursuant to this subsection.

(d) *Deposit and charges. ***No change in existing text****

(e) *Water excluded in computing sewer bills. ***No change in existing text****

(f) *Charge for reading regular meter at customer request. ***No change in existing text****

(g) *Location of meters; consumer to provide connections; city's right of entry. ***No change in existing text****

SECTION TWO. Section 22-115, Fee imposed; schedule, of Article III, Impact Fee for System Extensions, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

ARTICLE III. ~~IMPACT FEE FOR SYSTEM EXTENSIONS~~ RESERVED

Sec. 22-115. ~~Fee imposed; schedule~~ Reserved.

~~(a) There is hereby imposed, in accordance with section 1-27 of the land development code, an impact fee based on the city commission's determination of the equitable portion of the cost of financing the extension of the system upon the equivalent living unit responsible for the need for additional system financing.~~

~~(b) The fees for residential units shall be imposed as follows:~~

~~(1) For each equivalent living unit connected to the system:~~

a. For properties within the North Mainland Water and Sewer Area (as described on Exhibit A of the ordinance from which this article is derived):

Water service impact fee	$2,902.00
Sewer service impact fee	$2,829.00
Total for both services	$5,731.00

b. For properties within the West Ormond Utilities Districts, as set forth in article VI of this chapter.

c. For properties within the Arroyo Parkway Subdivision Utilities Extension District (as described on Exhibit B):

Water service impact fee	$2,902.00
Sewer service impact fee	$2,829.00
Total for both services	$5,731.00

d. For properties within the Hunter's Ridge Flagler County DRI Service Area, as set forth in article IV of this chapter:

Water service impact fee	$2,902.00
Sewer service impact fee	$2,829.00
Total for both services	$5,731.00

Except that in accordance with Section 5.2 of the City-Flagler County Interlocal Agreement (recorded at Book 6421, Page 2821 of the Public Records of Volusia County, Florida) impact fees shall not be charged for any Flagler County facility.

e. For properties in other areas:

Water service impact fee	$2,902.00
Sewer service impact fee	$2,829.00
Total for both services	$5,731.00

(2) For each equivalent living unit constructed in areas served by privately owned water distribution systems using the city water supply only:

Water service impact fee	$2,902.00

(3) For each equivalent living unit with private water service connected to the sewer collection system only:

Sewer service impact fee	$2,829.00

(c) The fees for nonresidential, commercial and industrial uses, shall be based on the number of equivalent living units computed by the chief building official

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~~using the fixture unit count as defined in the most recent data published by the American Water Works Association and a ratio of one equivalent living unit for every 60 fixture unit valves or fraction thereof, computed to one decimal place.~~

~~(d) Annual capital cost adjustment. On October 1, 2014, and on each October 1 thereafter, the impact fees set forth in this section shall be adjusted to reflect any change in the Engineering News Record Construction Cost Index (ENR CCI). The amount of any capital cost adjustment shall be determined by comparing the ENR CCI as of April 1 of each year with the same index for the same date as the previous year.~~

~~(e) Each additional equivalent living unit occasioned by changes in property usage subsequent to June 7, 1976, shall be subject to an impact fee computed in accordance with the foregoing criteria.~~

SECTION THREE. Section 22-118, Property subject to fee; method of payment; schedule, of Article III, Impact Fee for System Extensions, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-118. ~~Property subject to fee; method of payment~~ Reserved.

~~The above and foregoing fee shall be imposed on every equivalent living unit connected to the water or sewer system, whether those units are new or existing and inside or outside the city limits, and shall be paid in full at the time of issuance of the building permit if the property is inside the city limits, or prior to the connection to the system if the property is outside the city limits.~~

SECTION FOUR. Section 22-119, Impact fee financing, of Article III, Impact Fee for System Extensions, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-119. ~~Impact fee financing~~ Reserved.

~~The provisions of section 22-118 to the contrary notwithstanding, the collection of impact fees applicable to the construction of single-family owner-occupied "affordable housing," as defined in the HUD standards, within the "priority area" of the community development block grant program shall be made in the manner hereinafter described. Prior to the issuance of a certificate of occupancy for an "affordable housing" unit as aforedescribed, the owner of the real property on which the unit is constructed shall record a lien in favor of the city and equal in amount to the sum of all impact fees then applicable to the unit. The lien shall remain a lien coequal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles and claims, until paid, shall bear interest at zero percent, and shall be due and payable in full at such time as the unit is sold for consideration to a third party other than the initial occupants of the unit.~~

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SECTION FIVE. Section 22-132, Legislative findings; purpose, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-132. Legislative findings; purpose.

(a) ****No change to existing text****

(b) ****No change to existing text****

(c) ****No change to existing text****

(d) ****No change to existing text****

(e) The City-Flagler County Interlocal Agreement recognizes and provides that customers in the Hunter's Ridge-Flagler County DRI Service Area shall pay the same water and wastewater ~~impact~~ connection fees at the time application is made for the utilities and that the ~~impact~~ connection fees shall be payable at the same rate and in the same manner as customers who are located within the corporate limits of the city, except that in accordance with section 5.2 of the City-Flagler County Interlocal Agreement ~~impact~~ connection fees shall not be charged for any Flagler County facility.

(f) The City-Flagler County Interlocal Agreement provides that utility ~~impact~~ connection fees shall not be assessed against any Flagler County facility, including, but not limited to, a community park, that may be constructed in the Hunter's Ridge-Flagler County DRI Service Area because the construction of a county facility in the Service Area shall not require additional capital improvements to the city's utility system, because the county facilities will serve residents in the Service Area, and because the residents in the Service Area are required to pay utility ~~impact~~ connection fees in the same manner as utility customers located within the city's corporate limits.

(g) ****No change to existing text****

(h) ****No change to existing text****

(i) ****No change to existing text****

SECTION SIX. Section 22-133, Service Area, defined, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

The area legally described and depicted in the City-Flagler County Interlocal Agreement is incorporated herein by reference and is established as the Hunter's Ridge-Flagler County DRI Service Area, a copy of which shall be maintained in the official records of the city clerk. The purpose of the interlocal agreement and these regulations will enable the city to provide retail water and wastewater facilities and services to customers in the service area; and will enable

the city to establish water and wastewater rates, and ~~impact~~ connection fees, for the utilization of city utility services by customers in the service area.

SECTION SEVEN. Section 22-135, Rates for water and sewer services, impact fees, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-135. Rates for water and sewer services; ~~impact~~ connection fees.

(a) *Rates.* In accordance with section 4.1 of the City-Flagler County Interlocal Agreement, rates for water and wastewater services for customers in the City-Flagler County DRI Service Area shall be 125 percent of the rates that are charged to customers who reside within the corporate boundaries of the city.

(b) ~~*Impact*~~ *Connection fees.* Customers in the City-Flagler County DRI Service Area shall pay to the city the same water and wastewater ~~impact~~ connection fees at the time application is made for the utilities at the same rate and in the same manner as customers who are within the corporate boundaries of the city, except that in accordance with section 5.2 of the City-Flagler County Interlocal Agreement ~~impact~~ connection fees shall not be charged for any Flagler County facility.

SECTION EIGHT. Section 22-140, Impact fees, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-140. ~~Impact~~ Connection fees.

(a) *Potable water*. There is hereby imposed a potable water service ~~impact~~ connection fee, based upon the determination by the City Commission of the equitable portion of the cost of financing the establishment and extension of the potable water system to and in the Hunter's Ridge-Flagler County DRI Service Area, to be assessed in accordance with ~~section 22-115 upon~~ section 1-25 of the Land Development Code for each ~~equivalent living unit~~ connection fee classifications located within the Hunter's Ridge-Flagler County DRI Service Area connecting to such system.

(b) ~~*Sewer*~~ *Wastewater*. There is hereby imposed a wastewater service ~~impact~~ connection fee, based upon the determination by the city commission for of the equitable portion of the cost of financing the establishment and extension of the wastewater system to and in the Hunter's Ridge-Flagler County DRI Service Area, to be assessed in accordance with section ~~22-115 upon~~ section 1-25 of the Land Development Code for each ~~equivalent living unit~~ connection fee classification located within the Hunter's Ridge-Flagler County DRI Service Area connecting to such system.

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SECTION NINE. Section 22-162, Boundaries and purpose, of Article VI, West Ormond Utilities District, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-162. Boundaries and purpose.

(a) *Water and sewer.* There is hereby established the West Ormond Water and Sewer District, the purpose of which is to provide water and sewer services and establish a ~~impact~~ connection fee schedule. This district shall be composed of those lands as shown on Figures 3 and 4 included in the West Ormond Facilities Plan on file in the office of the city clerk.

(b) *Reclaimed water.* There is hereby established the West Ormond Reclaimed Water District, the purpose of which is to provide reclaimed water service and establish a~~n impact~~ connection fee schedule. This district shall be composed of those lands as shown on Figure 5 included in the West Ormond Facilities Plan on file in the office of the city clerk.

SECTION TEN. Section 22-165, Impact fees, of Article VI, West Ormond Utilities District, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-165. ~~Impact~~ Connection fees.

(a) *Potable water.*

(1) *Generally.* There is hereby imposed a water ~~service impact~~ connection fee~~, based on the city commission's determination of the equitable portion of the cost of financing the establishment and extension of the potable water system in the West Ormond Water and Sewer District, of $2,000.00 upon each equivalent living unit located outside of the Breakaway Trails PUD and connecting to such system~~ as provided in section 1-25 of the Land Development Code.

~~(2) *Breakaway Trails.* There is hereby imposed a water service impact fee, based on the city commission's determination of the equitable portion of the cost of financing the establishment and extension of the potable water system in the Breakaway Trails PUD, of $1,950.00 upon each equivalent living unit located in the Breakaway Trails PUD and connecting to such system.~~

(b) ~~*Sewer*~~ *Wastewater.*

(1) *Generally.* There is hereby imposed a ~~sewer service impact~~ wastewater connection fee, ~~based on the city commission's determination of the equitable portion of the cost of financing the establishment and extension of the sewer system in the West Ormond Water and Sewer District, of $1,163.00 upon each equivalent living unit located outside~~

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~~of the Breakaway Trails PUD and connecting to such system~~ as provided in section 1-25 of the Land Development Code.

~~(2) *Breakaway Trails.* There is hereby imposed a sewer service impact fee, based on the city commission's determination of the equitable portion of the cost of financing the establishment and extension of the sewer system in the Breakaway Trails PUD, of $1,950.00 upon each equivalent living unit located in the Breakaway Trails PUD and connecting to such system.~~

~~(c) *Annual capital cost adjustment.* All of the impact fees heretofore established shall remain in effect as set forth in this section until September 30, 2008. On October 1, 2008, and on each October 1 thereafter, through October 1, 2012, the impact fees set forth in this section shall be adjusted to reflect any change in the Engineering News Record Construction Cost Index (ENR CCI). The amount of any capital cost adjustment shall be determined by comparing the ENR CCI as of April 1 of each year with the same index for the same date as the previous year. After October 1, 2012, the city commission shall conduct a review to determine the amount of any annual adjustment to the impact fees set forth in this section.~~

(~~d~~c) *Rates.* For all persons in the said districts and within the corporate limits of the city, service rates, connection fees and meter deposits shall be at the rates established for in-city customers.

SECTION ELEVEN. Section 22-168, Outside city service, of Article VI, West Ormond Utilities District, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-168. Outside city service.

(a) *New development. ***No change to existing text****

(b) *Existing development. ***No change to existing text****

(c) *Rates.* Service rates, connection fees and meter deposits shall be at the rates established for outside-city customers. ~~Impact~~ Connection fees shall be as established in section 1-25 of the Land Development Code ~~22-165 for other users of the same class in accordance with section 22-165. All fees shall be paid prior to the initiation of service.~~

(d) *Reimbursement of line extensions.* Nothing contained herein shall preclude the developer or owner of property located outside of the city limits from participating in the line extension reimbursement program established by section ~~4.08~~ 1-25 of the land development code.

(e) *Dedication required. ***No change to existing text****

SECTION TWELVE. Section 22-169, Connections required, of Article VI, West Ormond Utilities District, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-169. Connections required.

(a) *Water and sewer.*

(1) *New development.* All new development in the West Ormond Water and Sewer District shall connect to the water and sewer system at the time of development or at the time service becomes available, whichever shall first occur. This requirement shall appear in all restrictive covenants and sales documents of such new development. Dry lines and interim facilities shall comply with the provisions of the comprehensive plan. All ~~impact and~~ connection fees and meter deposits shall be collected as set forth in this chapter and ~~article XIII~~ section 1-25 of the Land Development Code, or prepaid in accordance with the comprehensive plan, as applicable.

(2) *Existing development.* All existing development in the West Ormond Water and Sewer District, having a gross density or a number of equivalent living units which is greater than one unit per acre, shall connect to such service in accordance with the provisions of F.S. §§ 381.0065—381.0067. All ~~impact and~~ connection fees and meter deposits shall be collected as set forth in this chapter and ~~article XIII~~ section 1-25 of the Land Development Code.

(b) *Reclaimed water. ***No change to existing text****

SECTION THIRTEEN. Section 8-421, Purpose and intent, of Article IX, Impact Fees, of Chapter 8, Buildings and Construction Regulations, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

ARTICLE IX. ~~IMPACT FEES~~[1] RESERVED

~~Sec. 8-421. Purpose and intent.~~ Reserved

~~The purpose of this article is to establish comprehensive impact fees to be paid upon the start of construction of the types of construction hereinafter specified in the city. The said fees are levied in order to provide for the capital improvements included in the city's comprehensive plan, the need for which is generated by new development within the city.~~

SECTION THIRTEEN. Section 8-422, Fees imposed, of Article IX, Impact Fees, of Chapter 8, Buildings and Construction Regulations, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

~~Sec. 8-422. Fees imposed.~~ Reserved

~~There are hereby imposed the following impact fees upon the following types of development constructed in the city, for which a construction contract is entered into and a building permit is applied for after October 1, 1990, in accordance with the following schedule:~~

~~Type of Construction~~	~~Gross Fee~~	~~Bond Credit~~	~~Net Fee~~
~~(1) Cultural facilities:~~			
~~Single-family~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
~~Multifamily~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
~~Mobile/manufactured home~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
~~(2) Local roads:~~			
~~Residential~~			
~~Single-family~~	~~$90.00~~	~~$0.00~~	~~$90.00~~
~~Multifamily~~	~~$90.00~~	~~$0.00~~	~~$90.00~~
~~Mobile/manufactured home~~	~~$90.00~~	~~$0.00~~	~~$90.00~~
~~Hotel/motel~~	~~$63.00~~	~~$0.00~~	~~$63.00~~
~~Nonresidential~~			
~~General/government office~~	~~$125.00~~	~~$0.00~~	~~$125.00~~
~~Medical office~~	~~$555.00~~	~~$0.00~~	~~$555.00~~
~~Hospital~~	~~$116.00~~	~~$0.00~~	~~$116.00~~
~~Nursing home~~	~~$36.00~~	~~$0.00~~	~~$36.00~~
~~Industrial~~	~~$54.00~~	~~$0.00~~	~~$54.00~~
~~Warehouse~~	~~$54.00~~	~~$0.00~~	~~$54.00~~
~~Miniwarehouse~~	~~$54.00~~	~~$0.00~~	~~$54.00~~
~~General commercial~~			
~~0—99,000~~	~~$457.00~~	~~$0.00~~	~~$457.00~~
~~100,000—199,000~~	~~$439.00~~	~~$0.00~~	~~$439.00~~
~~200,000—299,999~~	~~$331.00~~	~~$0.00~~	~~$331.00~~
~~CBD sandwich shop Type B~~	~~$340.00~~	~~$0.00~~	~~$340.00~~
~~Restaurant Type A/C/D~~	~~$483.00~~	~~$0.00~~	~~$483.00~~
~~General recreation~~	~~$31.00~~	~~$0.00~~	~~$31.00~~
~~Local park~~	~~$31.00~~	~~$0.00~~	~~$31.00~~
~~Churches/education~~	~~$81.00~~	~~$0.00~~	~~$81.00~~
~~Day care~~	~~$201.00~~	~~$0.00~~	~~$201.00~~
~~Convenience store~~	~~$743.00~~	~~$0.00~~	~~$743.00~~

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~~Banks w/ drive-thru~~	~~$743.00~~	~~$0.00~~	~~$743.00~~
~~Banks w/o drive-thru~~	~~$483.00~~	~~$0.00~~	~~$483.00~~
~~(3) Parks and recreation:~~			
~~Single-family~~	~~$718.00~~	~~$171.00~~	~~$547.00~~
~~Multifamily~~	~~$575.00~~	~~$159.00~~	~~$416.00~~
~~Mobile/manufactured home~~	~~$431.00~~	~~$118.00~~	~~$313.00~~
~~(4) Stormwater:~~			
~~Single-family~~	~~$69.00~~	~~$0.00~~	~~$69.00~~
~~Multifamily~~	~~$21.00~~	~~$0.00~~	~~$21.00~~
~~Mobile/manufactured home~~	~~$28.00~~	~~$0.00~~	~~$28.00~~
~~Hotel/motel~~	~~$7.00~~	~~$0.00~~	~~$7.00~~
~~Office/professional~~	~~$62.00~~	~~$0.00~~	~~$62.00~~
~~Warehouse~~	~~$48.00~~	~~$0.00~~	~~$48.00~~
~~Industrial~~	~~$69.00~~	~~$0.00~~	~~$69.00~~
~~Retail commercial~~	~~$76.00~~	~~$0.00~~	~~$76.00~~
~~Institutional~~	~~$69.00~~	~~$0.00~~	~~$69.00~~
~~(5) Water, sewer, reclaimed water: As imposed by chapter 22.~~			

SECTION FIFTEEN. Section 8-423, Impact fee financing, of Article IX, Impact Fees, of Chapter 8, Buildings and Construction Regulations, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

~~The provisions of sections 8-421 and 8-422 to the contrary notwithstanding, the collection of impact fees applicable to the construction of single-family owner-occupied "affordable housing," as defined in the HUD standards, within the "priority area" of the community development block grant program shall be made in the manner hereinafter described. Prior to the issuance of a certificate of occupancy for an "affordable housing" unit as aforedescribed, the owner of the real property on which the unit is constructed shall record a lien in favor of the city and equal in amount to the sum of all impact fees when applicable to the unit. The lien shall remain a lien, coequal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles and claims, until paid, shall bear interest at zero percent, and shall be due and payable in full at such time as the unit is sold for consideration to a third party other than the initial occupants of the unit.~~

SECTION SIXTEEN. Section 8-10, Application processing fees, of Article I, In General, of Chapter 8, Buildings and Construction Regulations, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

*(1) Advertising fee for public hearings. ***No change to existing text****

*(2) Annexation. ***No change to existing text****

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*(3) Comprehensive Plan. ***No change to existing text****

*(4) Concurrency. ***No change to existing text****

*(5) Development of regional impact. ***No change to existing text****

*(6) Historic preservation. ***No change to existing text****

*(7) Grading and filling/clearing. ***No change to existing text****

*(8) Land Development Code fees. ***No change to existing text****

(9) Miscellaneous.

#	Item	Fee	Advertising Fees
1.	Alternative connection or impact fee analysis	Actual cost of consultant review fees. $3,000.00 deposit is required.	Not assessed
~~1~~ 2.	Appeal of interpretation	$300.00	Not assessed
~~2~~ 3.	Doggie dining license		
	Annual license	$100.00	Not assessed
	Annual inspection	$45.00	
	Re-inspection	$30.00	
~~3~~ 4.	Easement releases	$200.00 (includes recording costs)	Not assessed
~~4~~ 5.	Garage or yard sales	First and second event $5.00 each, or $10.00 if issued after the fact; third event no charge.	Not assessed
~~5~~ 6.	Landscape bond	1% of the amount bonded.	Not assessed
~~6~~ 7.	Miscellaneous work within the city right-of-way	$100.00	Not assessed
~~7~~ 8.	Mobile Food Dispensing Vehicle host permit	$100.00	Not assessed
~~8~~ 9.	Original artwork mural	No application fee; advertising fees shall be required.	$550.00 (LNAM) (LNAM)
~~9~~ 10.	Temporary outdoor sales of merchandise	$25.00	Not assessed

~~10~~ 11.	Zoning determination letter	$ 50.00	Not assessed
~~11~~ 12.	Zoning sign-off for alcoholic beverage licenses	$50.00	Not assessed

(10)– (22) ******No change to existing text******

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ATTACHMENT 3

Studies:

- "Water and Wastewater Utility System Connection Fee Study"
- "Municipal Impact Fee Study"
- "Police and Fire Impact Fee Study"

CITY OF
ORMOND BEACH

Water and Wastewater Utility System Connection Fee Study

March 29, 2023

RAFTELIS

RAFTELIS

March 29, 2023

Mr. Steven S. Spraker
Planning Director
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32175

Subject: **Water and Wastewater Utility System Connection Fee Study**

Dear Mr. Spraker:

We have completed our study of the water and wastewater utility connect fees (Connection Fees) for the City of Ormond Beach (City) and have summarized the results of our analysis, assumptions, and conclusions in this report, which is submitted for your consideration. This report summarizes the basis for the proposed water and wastewater utility connection fees, which provide funds to help meet the City's growth-related capital expenditure requirements.

During the course of the study, it was determined that the proposed Connection Fees should meet a number of goals and objectives. These goals and objectives dealt primarily with fee sufficiency and level. Specifically, the major objectives considered in this study included:

- The Connection Fees should be sufficient to fund the projected capital requirements associated with providing service to new growth and development;
- The Connection Fees should not be used to fund any capital deficiencies associated with providing services to existing customers; and
- The Connection Fees should be based upon reasonable level of service standards that meet the needs of the City, do not create an unfair burden relative to capital needs, and are similar to industry standards.

The proposed Connection Fees presented in this report are designed to meet the above objectives. As such, based on information provided by the City and the assumptions and considerations outlined in this report, Raftelis Financial Consultants, Inc. considers the proposed fees to be cost-based, reasonable, and representative of the capital funding requirements of the City.

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341 N. Maitland Avenue, Suite 300
Maitland, FL 32751
www.raftelis.com

We appreciate the cooperation and assistance given to us by the City and its staff in the completion of the study.

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS, INC.

Anthony Hairston
Vice President

Shawn Ocasio
Manager

AH/dc
Attachments

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EXECUTIVE SUMMARY AND RECOMMENDATIONS

Executive Summary

The purpose of an connection fee is to assign, to the extent practical, growth-related capital costs to those new customers responsible for such costs. Similar to most municipalities in Florida, the City of Ormond Beach (City) has recognized this capital funding strategy as being an appropriate method of funding growth-related capital requirements of the water and wastewater utility systems (hereafter referred to individually as the "Water System" and "Wastewater System" or, collectively, as the "System").

This report addresses the connection fees associated with water and wastewater utility service (Connection Fees). The City retained Raftelis Financial Consultants, Inc. (Raftelis) to review its existing Connection Fees and recommend changes as necessary.

The following is a summary of the major assumptions, considerations and conclusions developed during the preparation of the study:

1. For purposes of this report the term "Fiscal Year" is defined as the 365-day period beginning October 1 of a specific year and ending September 30 of the subsequent calendar year (e.g., October 1, 2021 to September 30, 2022 is Fiscal Year 2022).

2. The City's current method of connection fee application for water and wastewater utility connection fees is based on applying a fee per Equivalent Living Unit (ELU) times an assigned number of ELUs based on the type of construction and standard fee per ELU. Treating single-family residences as one ELU, multi-family units as 0.5 of an ELU, mobile / manufactured homes as 0.6 of an ELU, and non-residential units based on number of fixtures. For non-residential properties the total fixture value of a property (which is based on a count of the number of water fixtures in a property) is then compared to ELU ranges as set and adopted by the City to determine the number of applicable ELUs. The fee per ELU is then applied to the resulting number of applicable ELUs for the property. The utilization of these units for the application of such fees is common and is used by many public agencies across the state and it is recommended that the City continue to apply Connection Fees based on this method.

3. As of September 30, 2020, the City currently has approximately $251.5 million invested in water and wastewater system-related infrastructure and supporting equipment. The City also has $48.2 million in renewal and replacements, upgrades and other capital projects planned over the next 5 years.

4. The City owns and operates its own water treatment plant and transmission and distribution system. The water plant is designed to treat 12.0 million gallons per day on an average daily flow basis. Based on information provided by the City, the water treatment facilities are currently approximately 56% utilized leaving 44% available for new growth.

5. The City owns and operates its own wastewater treatment plant and transmission and collection system. The wastewater plant is designed to treat 8.0 million gallons per day of flow on an average daily flow basis. Based on information provided by the City, the wastewater treatment facilities are currently approximately 56% utilized leaving 44% available for new growth.

6. Based on the costs of the existing System infrastructure, the projected expansion-related capital costs anticipated by the City, and a review of the remaining water and wastewater capacity available in the System to serve new growth a fee per ELU was developed. The proposed connection fees are shown below:

Connection Fees (per ELU)			
	Existing	Proposed	Increase/(Decrease)
Water/Irrigation Services	$2,902.00	$2,333.00	($569.00)
Wastewater Service	2,829.00	3,577.00	748.00
Total	$5,731.00	$5,910.00	$179.00

Conclusions and Recommendations

Based on our assumptions, considerations, and analyses as summarized herein Raftelis offers the following findings, conclusions and recommendations for consideration by the City Commission:

- The City should consider adopting the proposed water and wastewater utility connection fees as shown above and discussed later in this report.
- The City should consider the creation of two utility service area districts or zones with one being for the existing City service area and one being for the Western Service Area and apply the proposed fees to both districts until such time as a connection fee analysis for the Western Service Area can be completed.
- The City should review the water and wastewater utility connection fees periodically (every three to five years) to account for recent development trends, changes in capital needs, and cost allocations.
- The City should maintain separate accounting for the collection and usage of the Connection Fees by fee type.
- The City should collect connection fees only once the building permit is issued and not beforehand.
- The City should set an effective date for collection of the new Connection Fees 90 days from the date of adoption. This is to allow for a "grace period" for possible in-progress development.

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SECTION 1 – INTRODUCTION

General

The City of Ormond Beach (City) is located in the northeastern portion Volusia County along the Atlantic Coast. Based on information obtained from the United States Census Bureau, the permanent population of the City for 2021 is estimated to be 44,041 residents. and the City's population in 2040 is expected to be approximately 50,630 permanent residents. The City currently provides water services to approximately 24,300 accounts and wastewater service to approximately 17,800 accounts. In order to provide funding of anticipated capital needs, the City authorized Raftelis to review the water and wastewater utility connection fees in order to meet the funding goals and objectives of the City.

Authorization

Raftelis was authorized by the City to review and recommend revisions to the water and wastewater utility services connection fees pursuant to a letter of agreement between the City and Raftelis. The scope of work for this project, as defined in the letter of agreement, was to:

1. Analyze the capital requirements of the City, which are needed to meet the level of service (LOS) standards of the City. This analysis included a review of: i) the existing and future facility and equipment needs as defined by the multi-year capital improvement plan (CIP) for each utility function; and ii) the currently utilized and remaining capacities of the System facilities.

2. Develop and recommend appropriate fee levels to be charged to new development in order to recover the capital costs associated with providing utility service. This analysis includes the apportionment of costs and the development of the fee per equivalent billing unit.

3. Develop a comparison of the connection fees and associated billing attributes of similar charges imposed by other jurisdictions.

4. Prepare a report that documents our analyses, assumptions, and conclusions for consideration by the City.

Connection Fees Background

The purpose of water and wastewater connection fees are to assign, to the extent practical, growth-related capital costs to those new customers or development responsible for such additional costs. To the extent new population growth and associated development imposes identifiable capacity-related capital costs to water and wastewater utility services, modern capital funding practices include the assignment of such costs to those new residents and commercial entities responsible for those costs rather than the existing population base. Generally, this practice has been labeled as "growth paying its own way" to avoid overburdening existing users with the cost of expansion.

Connection Fee Methodology

There are several different methods generally recognized for the calculation of connection fees. The calculation is dependent on multiple variables such as cost and engineering data available, and the availability of other local data such as household and population projections, current levels of service, and other related items. The proposed connection fees reflected in this report generally considered the blending of two methods. These two methods are:

i) the improvements-driven method; and ii) and the "buy-in" method. These two methods have been utilized in the development of connection fees for local governments in Florida.

The improvements-driven method is an approach that utilizes a specific list of planned capital improvements over a period of time. For example, the fee may correspond to the level of capital improvements that have been identified in the capital improvements element of the Comprehensive Land Use Plan or capital improvement budget of the local government. The buy-in approach recognizes the existing historical investment in the currently-in-service capital facilities that have capacity available to serve new customers. The primary difference between the three methodologies is how the capital costs, which must be recovered from the application of the fee, are calculated.

The development of the Connection Fees in this report was primarily based on a hybrid or blending of these improvements-driven and System buy-in methods. This hybrid methodology recognizes the cost of existing available and unused capacity available from existing facilities, which are currently in service and available to meet near-term growth requirements, along with incremental costs for new facilities to derive a blended cost allocable to new growth over the next several years.

The following section of this report, Section 2, will address the development and design of the water and wastewater utility service connection fees. It will include a discussion on level of service requirements, capital costs, and the design of the fees themselves.

Acknowledgments

This report was prepared with the valuable cooperation and assistance of the staff of the City of Ormond Beach.

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SECTION 2 – WATER AND WASTEWATER UTILITY CONNECTION FEES

General

This section provides a discussion of the development and design of the connection fee for water and wastewater services (Connection Fees). Included in this section is a discussion of the level of service requirements, capital costs, included as the basis for the determination of the fee, and the design of the fee to be applied to new growth within the City.

Water System Overview

The City's water system (Water System) includes water treatment, supply and storage, transmission mains and finished water distribution facilities. These water treatment facilities are capable of treating 12.0 million gallons per day (MGD) average daily flow (ADF). The City's water conveyance system is comprised of approximately 395 miles of transmission and distribution lines that provide service throughout the City.

Wastewater System Overview

The City's wastewater system (Wastewater System) includes wastewater treatment, transmission, and collection facilities. These wastewater treatment facilities are capable of treating 8.0 MGD ADF. The City's wastewater transmission and collection system is comprised of approximately 282 miles of gravity and force mains along with lift stations and other supporting infrastructure. Additionally, as a means of wastewater effluent disposal the City also provides reclaimed water service. The reclaimed water system is comprised of certain additional treatment processes at the wastewater plan and a reclaimed water conveyance system, which includes approximately 85 miles of transmission and distribution lines.

Level of Service Requirements

In the evaluation of the capital facility needs for providing water and wastewater utility services, level of service (LOS) standards must be established. Pursuant to Section 163.3164 of the Florida Statutes, the level of service means an indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity demand per unit for each public facility. The level of service standards are established in order to ensure that adequate facility capacity will be provided for future development and for purposes of issuing development orders or permits, pursuant to F.S. Section 163.3202(2)(g). As further stated in the statutes, each local government shall establish a LOS standard for each public facility located within the boundary for which such local government has authority to issue development orders or permits.

For water and wastewater service, the level of service that is commonly used in the industry is the amount of capacity (service) allocable to an equivalent residential connection (ERC) or Equivalent Living Unit (ELU) expressed as the amount of capacity (gallons) allocated on an average daily basis. The level of service generally represents the amount of capacity allocable to an ELU, whether or not such capacity is actually used (commonly referred to as the "readiness-to-serve"). As previously discussed, an ELU is representative of the average capacity required to service a typical individually-metered single-family residential connection. This class of users represents the largest number

of customers served by the System and generally the lowest level of usage requirements for a specifically metered account. The City's current method of connection fee application for water and wastewater utility connection fees is based on applying a fee per ELU times an assigned number of ELUs based on the type of construction and a standard fee per ELU. Treating single-family residences as one ELU, multi-family units as 0.5 of an ELU, mobile / manufactured homes as 0.6 of an ELU, and non-residential units based on number of fixtures. For non-residential properties the total fixture value of a property (which is based on a count of the number of water fixtures in a property) is then compared to ELU ranges as set and adopted by the City to determine the number of applicable ELUs. The fee per ELU is then applied to the resulting number of applicable ELUs for the property. The following table summarizes the System's LOS levels:

Existing Levels of Service for Residential Customers
Existing Service Levels:
1 Water ELU = 300 gpd (ADF)
1 Wastewater ELU = 280 gpd (ADF)

gpd = gallons per day
ADF = Average Daily Flow

These LOS standards are consistent with the capacity planning and Florida Department of Environmental Protection (FDEP) permitting requirements for the City and are also generally comparable with those utilized by other utilities throughout the state of Florida.

As mentioned previously, the City currently uses a reduced ELU factor for Multi-family and Mobile / Manufactured Homes of 0.5 and 0.6, respectively. Based on a review of the City's existing factors and historical data /class usage relationships data we would recommend an adjustment to these factors as shown below.

Existing and Proposed Residential Equivalent Living Unit Factors		
Residential Customer Class	**Existing Factor**	**Proposed Factor**
Single-family	1.0 ELU	1.0 ELU
Multi-family	0.5 ELU	0.8 ELU
Mobile/Manufactured Home	0.6 ELU	0.9 ELU

Existing Plant-in-Service

In the determination of the Connection Fees associated with the servicing of future customers, any excess capacity of the existing utility system available to serve such growth was considered. Since this capacity is available to serve the near-term customer growth of the System, it is appropriate to evaluate the cost and capacity availability of such facilities. In order to evaluate the availability of the existing utility plant-in-service to meet future capacity needs, it was necessary to functionalize the plant by specific plant requirement. The functionalization of the existing plant is necessary to: i) identify those assets that should be included in the determination of the connection fees; and ii) match existing plant type to the capital improvements to meet future service needs.

The functional cost categories are based on the purpose of the assets and the utility function that such assets serve. The following is a general summary of the functional cost categories for the utility plant-in-service identified in this report.

Functional Plant Categories		
Water Service [*]	**Wastewater [*]**	**Other Plant**
Supply/Treatment/Transmission	Treatment/Disposal/Reclaimed Treatment	General Plant
Storage/Local Distribution	Transmission/Master & Local Lift Stations	Indirect
Hydrants/Meters	Collection/Reclaimed Conveyance	Other

[*] Amounts shown would not include any assets that were contributed by a developer (primarily water distribution and wastewater collection lines) or grant funded.

It is necessary to categorize the utility plant assets into functional cost categories so that a proper fee can be developed. Generally, the costs of on-site facilities that serve a specific development or customer such as water distribution and wastewater collection lines, meters and services, and fire hydrants are usually: i) donated by a developer (a contribution of the plant); ii) recovered from the individual properties through an assessment program based on those properties that receive special benefit from such facilities or from the application of a main line extension fee to recover the specific cost of such facilities; or iii) funded from the customer directly (e.g., by a "front-foot" charge where the on-site lines were initially financed by the utility and then paid by the customer or an installation charge to recover the cost of a new service line and/or the meter) and the cost of such on-site facilities are not included in Connection Fees. Water and wastewater Connection Fees are typically based on the cost of facilities that serve the entire utility system such as bulk transmission lines and treatment plants.

The City provided Raftelis with a fixed asset register report identifying the fixed assets in service by function as of September 30, 2020 for the System. The summary of the functionalization of the existing utility plant is included in Table 1 at the end of this section. This functionalization of the existing utility plant-in-service represents the original cost of such assets (gross book value) and was based on the reported in-service values as of September 30, 2020 (the most recent Fixed Asset records available at the time of the study). The following is a summary of the functionalization of the System's existing utility plant-in-service as shown in Table 1:

System Fixed Assets				
	Water System [1]		Wastewater System [1]	
Function	Amount	Percent	Amount	Percent
Supply	$5,270,426	4.6%	$0	0.0%
Treatment Plant	66,204,344	57.7%	76,896,737	56.2%
Transmission Lines	8,606,122	7.5%	19,308,495	14.1%
Distribution/Collection Lines	19,778,945	17.3%	31,690,524	23.2%
Hydrants/Meter Services	7,347,008	6.4%	0	0.0%
Miscellaneous Departmental Capital	7,491,064	6.5%	8,936,699	6.5%
Totals	$114,697,909	100.00%	$136,832,456	100.00%

[1] Amounts as provided by City staff and found on Table 1.

Additional Capital Investment

The City's System CIP for the Fiscal Years 2021 through 2025, as prepared and estimated by the utility staff outlines the best estimate of future capital improvements for the System. These capital projects include: i) upgrades and expansion of existing assets to accommodate both new and existing customers; and ii) replacements of existing assets

or projects that generally are deemed to benefit current users of the System (e.g., existing plant renewal and replacement, reliability projects).

As shown on Tables 2 and 3 at the end of this section, The CIP totals approximately $21.6 million in capital projects to be completed over the five-year period for the Water System and $26.6 million in capital projects for the Wastewater System, totaling $48.2 million for the combined System.

In our analysis only production / treatment and major backbone transmission costs were recognized in the water and wastewater connection fee calculations. General transmission and distribution / collection project costs were not recognized because they: i) generally are not System-wide costs (i.e., distribution / collection project costs tend to benefit specific customer locale); ii) in many instances, are funded by a specific charge applied to a customer (e.g., water meter installation fee); and iii) are often contributed as part of the development process (e.g., it would not be fair for a developer who has contributed the distribution / collection assets to pay an connection fee which includes recovery of distribution / collection projects).

A summary of all the adjustments that were made in order to arrive at the treatment and major transmission costs recognized for the calculation of connection fees are shown as follows:

Derivation of Treatment and Major Transmission Capital Costs Recognized in Connection Fee Study [1]		
	Water System	Wastewater System
Projects in Utility's Five-year CIP	$21,627,758	$26,617,767
Adj. to Remove Distribution/Collection and R&R Related Projects	(8,359,690)	(20,612,194)
Total Treatment and Major Transmission Capital Costs Recognized in Connection Fees	$13,268,068	$6,005,573

[1] Amounts shown derived from Tables 2 and 3.

Western Service Area

It should be noted that the City anticipates the need for major capital projects to develop water and wastewater treatment and transmission related facilities to provide wholesale utility service to developments in the Western Service Area (which is comprised of Avalon Park) on behalf of the City of Daytona Beach, Florida (Daytona Beach) per a 2006 settlement agreement between the two cities. These projects have not been included in our connection fee analysis at this time as additional information is needed to define the entitlements and utility projects to serve these entitlements. It is our initial recommendation that the City consider creating two distinct utility system connection fee zones or districts with one being for the current City service area and one for the Western Service Area. The fees that are currently being proposed as a part of our analysis would be applied to growth in both zones. Subsequently, once the Avalon Park entitlements are clarified and the capital projects needed to serve the developments are identified, then a connection fee analysis for the Western Service Area could be completed, which would include those costs and related capacity and the fees for that zone to be updated accordingly.

Design of Water System Connection Fee

As shown on Table 4 at the end of this report, the calculated connection fee for the treatment and transmission component of the Water System is $2,333.00 per ELU. This represents a decrease in the fee of $569 or 19.6% below the current fee of $2,902.00 per ELU.

In the development of the proposed Water System Connection Fee, several assumptions were utilized or incorporated. The major assumptions utilized in the design of the calculated Water System Connection Fee are:

1. The existing assets of the Water System as provided by the City were reviewed and categorized by function in order to identify those assets that should be included in the determination of the connection fee. The major categories were: i) Supply; ii) Treatment Plant; iii) Transmission System; iv) Distribution Lines; v) Hydrants / Meter Services; and vi) Equipment. For the assets identified as Supply, Treatment Plant, and Transmission System, which benefit both existing and future users, the total cost of such assets have been recognized in the analysis.

2. The Water System capital improvement program as prepared by staff for the Fiscal Years 2021 through 2025 was reviewed and the capital costs were apportioned: i) by functional category; and ii) to existing and future users in the determination of the Water System Connection Fee. Those facilities that were considered to be allocable to growth were included in the fee determination at full cost (i.e., 100% of the total cost). For capital expenditures that were solely for the replacement of existing assets such amounts were only partially reflected (i.e., the incremental change in asset basis associated with the replacement of an old asset with a new one) as an appropriate cost to be recovered from the application of the Water System Connection Fee. The CIP capital costs recognized in the Water System connection fee analysis are shown on Table 2 and Table 4 at the end of this report.

3. For the capital improvements identified as major treatment or transmission system upgrades, which would benefit both existing and future users, the total cost of such improvements has been recognized in the analysis. These costs were allocated to existing and future customers based on the nature and purpose of the project as described to us by the City.

4. No capital facility expansion costs associated with existing distribution facilities, including meters, hydrants, on-site distribution facilities, and services, have been included in the calculation of the Water System Connection Fee since developers typically contribute such facilities or the City has adopted a separate fee (e.g., water meter installation fee) to recover the cost of such capital additions.

5. Because: i) the Water System is operated as an enterprise fund; ii) all financial resources received by the utility stay within the fund for the benefit of such system; iii) the costs reflected in the fee are at original cost and not adjusted for any fair market value to reflect current cost conditions; iv) there is no interest-expense carry in the connection fee associated with the financing of the capital investment to serve new development; and v) there are no other revenues received by the Water System from new development for the capital costs / utility plant reflected in the connection fee (e.g., ad valorem taxes on the property), no credit for the future payment of debt service allocable to the properties has been recognized. All Connection Fee funds remain in the System and the long-term capital financing costs for infrastructure construed and available to serve new growth are mitigated by using the connection fees for ongoing expansion-related capital project financing or for the direct payment of the annual expansion-related debt service payments.

As shown on Table 4 at the end of this section, the Water System Connection Fee was calculated utilizing: i) estimated capital costs for the supply, treatment and transmission system; and ii) current fixed asset and capacity data available to Raftelis regarding the Water System. By designing the Water System Connection Fee to recover costs on a prospective basis, an attempt is made to design a charge that will provide funds on a reasonable basis in order to meet the future needs of the Water System. It should be noted that in the event the construction costs,

capacity requirements, or utility service area materially change from what is reflected on Table 4, the Water System Connection Fee might need to be adjusted accordingly.

The proposed connection fee for the Water System is $2,333 per ELU. This represents a decrease in the fee of $569 or 19.6% below the current fee of $2,902 per ELU. This fee would be the per ELU amount that a new account would be charged in accordance with the City's connection fee methodology and revised ELU factors. Based on the capital facilities associated with the determination of the charge, the functional breakdown of the components of the rate is as follows:

Calculation of Water System Connection Fee	
Fee Component	Cost
Water Treatment Component	$2,085.44
Water Major Transmission Component	248.28
Total	$2,333.78
Total Proposed Water System Connection Fee (Rounded)	**$2,333.00**

Design of Wastewater System Connection Fee

As shown on Table 5 at the end of this section, the total calculated connection fee for the Wastewater System is $3,577 per ELU. This represents an increase in the fee of $748 or 26.4% when compared with the current fee of $2,829 per ELU. The reason for this increase is that the System has a higher cost per unit of capacity than what was calculated previously due to the increased costs associated with Wastewater System capacity.

In the development of the proposed Wastewater System Connection Fee, several assumptions were utilized or incorporated in the analysis. The major assumptions utilized in the design of the proposed Wastewater System Connection Fee are:

1. The existing assets of the Wastewater System as provided by the City were reviewed and categorized by function in order to identify those assets that should be included in the determination of the connection fee. The major categories were: i) Treatment Plant; ii) Transmission Lines; iii) Collection Lines; and iv) Equipment. For the assets identified as treatment plant and transmission system, which benefit both existing and future users, the total cost of such assets have been recognized in the analysis.

2. The Wastewater System capital improvement program (CIP) as prepared by staff for the Fiscal Years 2021 through 2025 was reviewed and the capital costs were apportioned: i) by functional category; and ii) to existing and future users in the determination of the Wastewater System Connection Fee. Those facilities that were considered to be allocable to growth were included in the fee determination at full cost (i.e., 100% of the total cost). For capital expenditures that were solely for the replacement of existing assets such amounts were only partially reflected (i.e., the incremental change in asset basis associated with the replacement of an old asset with a new one) as an appropriate cost to be recovered from the application of the Wastewater System Connection Fee. The CIP capital costs recognized in the Wastewater System Connection Fee analysis are shown on Table 3 and Table 5 at the end of this report.

3. For the capital improvements identified as major treatment or transmission system upgrades, which would benefit both existing and future users, the total cost of such improvements has been recognized in the

analysis. These costs were allocated to existing and future customers based on the nature and purpose of the project as described to us by the City.

4. No capital facility costs associated with the existing collection facilities, including local lift stations, manholes, laterals, and on-site collection facilities have been included in the calculation of the Wastewater System Connection Fee since the developer generally contributes such facilities, or City has adopted a separate fee (e.g., wastewater tap-on fee) to recover such capital additions. All capital improvements to such respective facilities in the CIP were also not recognized in the Wastewater System Connection Fee analysis.

5. Because: i) the System is operated as an enterprise fund; ii) all financial resources received by the System stay within the fund for the benefit of such System; iii) the costs reflected in the fee are at original cost and not adjusted for any fair market value to reflect current cost conditions; iv) there is no interest-expense carry in the impact associated with the financing of the capital investment to serve new development; and v) there are no other revenues received by the City from new development for the capital costs / utility plant reflected in the tap-on (e.g., ad valorem taxes on the property), no credit for the future payment of debt service allocable to the properties has been recognized. All connection fee funds remain in the System and the long-term capital financing costs for infrastructure construed and available to serve new growth are mitigated by using the connection fees for ongoing expansion-related capital project financing or for the direct payment of the annual expansion-related debt service payments.

As shown on Table 5 at the end of this section, the Wastewater System Connection Fee was calculated utilizing: i) the estimated transmission-related capital costs of the Wastewater System; ii) the treatment / disposal-related capital costs for the Wastewater System; and iii) current fixed asset and plant capacity data available to Raftelis regarding the City's Wastewater System. By designing the Wastewater System Connection Fees to recover costs on a prospective basis, an attempt is made to design a charge that will provide funds on a reasonable basis in order to meet the future needs of the Wastewater System. It should be noted that in the event the construction costs, capacity requirements, or utility service area materially change from what is reflected on Tables 2, the Wastewater System Connection Fees may need to be adjusted accordingly.

As shown on Table 5 at the end of this section, the calculated Wastewater System Connection fee $3,577 per ELU, which is $748 or 26.4% higher than the existing Wastewater System Connection Fee of $2,829 per ELU. This fee would be the per ELU amount that an account would be charged in accordance with the City's connection fee application methodology and revised ELU factors. Based on the capital facilities associated with the determination of the charge, the functional breakdown of the components of the rate is as follows:

Calculation of Wastewater System Connection Fee	
Fee Component	**Cost**
Wastewater Treatment Component	$2,785.16
Wastewater Major Transmission Component	792.23
Total	$3,577.39
Total Proposed Wastewater System Connection Fee (Rounded)	**$3,577.00**

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Connection Fee Comparisons

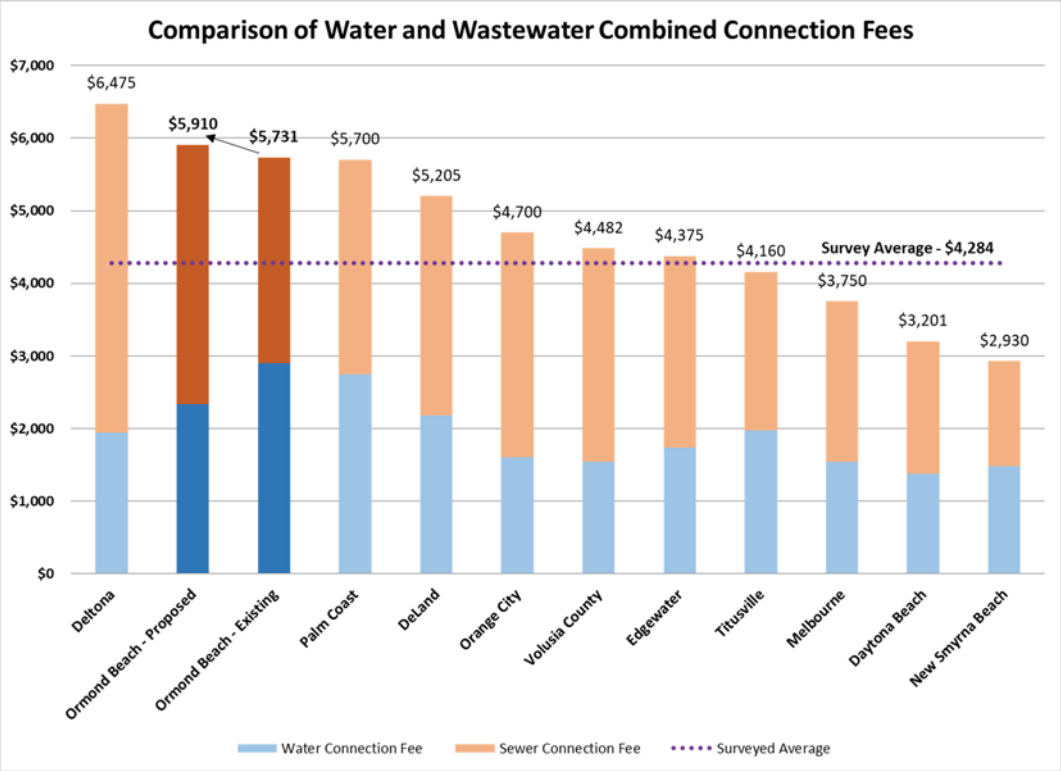
In order to provide additional information to City regarding the existing and proposed Connection Fees, a comparison of the existing and calculated fees for the City with similar related capital charges imposed by of other Florida jurisdictions was prepared. Table 6 at the end of this section, provides a comparison of the City's existing and proposed Connection Fees for single-family residential connections (i.e., one ELU of 300 gpd for the Water System and 280 gpd for the Wastewater System) with the fees or comparable charges currently imposed by other municipal / governmental water and wastewater systems located across Florida. It is important to note that utilities may be different from a facility standpoint, and the methods used in the development of the water and wastewater connection fees imposed may vary. Moreover, no analysis has been performed to determine whether 100% of the cost of new facilities is recovered from connection fees or some percentage less than 100% with the balance recovered through the user charges. Additionally, the types of capital facilities currently in service or planned for the utility may have a material impact on the fee charged by a local government. For example, the costs of wastewater effluent disposal utilizing a deep injection well system generally has a higher capital cost per unit of capacity than use of a surface water discharge such as an outfall to a bay or river. The capital costs associated with constructing reverse osmosis water treatment facilities, which treat brackish water, are higher than those of lime softening facilities, which treat freshwater.

Some reasons why connection fees differ among utilities:

- Source of Supply
- Proximity to source of supply
- Type of treatment
- Effluent disposal method
- Density of service area
- Availability of grant funding to finance CIP
- Age of system
- Utility life cycle (e.g., growth-oriented vs. mature)
- Level of service standards
- Administrative policies

As shown on Table 6, the average System Connection Fee per ELU for the 11 governmental entities selected for this comparison are $4,284 per ELU. Of the surveyed utilities, the City of Deltona has the highest combined water and wastewater fees at $6,475 per ELU. City of New Smyrna Beach with a combined fee of $2,930 had the lowest of the surveyed utilities. The proposed water and wastewater connection fees are higher than the average of similar fees charged by the surveyed utilities. Below if a comparison of the existing and proposed fees to the surveyed entities for reference.

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LIST OF TABLES AND APPENDICES

Table No.	Description
1	Summary of Fixed Asset Allocation
2	Summary of Water Capital Improvement Program by Plant Function Through Fiscal Year 2025
3	Summary of Wastewater Capital Improvement Program by Plant Function Through Fiscal Year 2026
4	Development of Water System Connection Fees
5	Development of Wastewater System Connection Fees
6	Comparison of Connection Fees per ELU for Water and Wastewater Service

Appendix No.	Description
A	Fixed Asset Data and Asset Functionalization

Table 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Summary of Existing Water and Wastewater Fixed Assets

Line No.	Function	Fixed Assets at Current Cost [1] Water	Wastewater	Total	Percentage of Total Water	Wastewater
	Existing Assets Included in Connection Fees					
1	Supply	$5,270,426	$0	$5,270,426	4.6%	0.0%
2	Treatment Plant	66,204,344	76,896,737	143,101,082	57.7%	56.2%
3	Transmission System	8,606,122	19,308,495	27,914,618	7.5%	14.1%
4	Total Assets Included in Connection Fees	$80,080,893	$96,205,233	$176,286,125	69.8%	70.3%
	Existing Assets Excluded from Connection Fees					
5	Hydrants/Meter Services	$7,347,008	$0	$7,347,008	6.4%	0.0%
6	Equipment	7,491,064	8,936,699	16,427,763	6.5%	6.5%
7	Distribution / Collection Lines	19,778,945	31,690,524	51,469,469	17.2%	23.2%
8	Total Assets Excluded from Connection Fees	$34,617,017	$40,627,223	$75,244,240	30.2%	29.7%
9	**Total Existing Fixed Assets**	$114,697,909	$136,832,456	$251,530,365	100.0%	100.0%

Footnotes:

[1] Reported by the City as of September 30, 2020.

Table 2
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Summary of Water Capital Improvement Program By Plant Function Through Fiscal Year 2025

Line No.	Project Description	Type	Purpose			2021 - 2025 Estimated Capital Cost [1]	Adjustments [2]	Net Amount For Future Expenditures	Functional Category [3]						Retirement Adjustment	
				Existing					Supply and Treatment		Storage, Pumping & Transmission		Distribution/		Supply and	Storage, Pumping
			Expansion	New	Replace				Existing	Expansion	Existing	Expansion	Other	Total	Treatment	& Transmission
	Water System															
1	Vehicle Replacement	Other	0.00%	0.00%	100.00%	$165,000	($165,000)	$0	$0	$0	$0	$0	$0	$0	$0	$0
2	Consumptive Use Permit Renewal	Other	0.00%	100.00%	0.00%	350,000	(350,000)	0	0	0	0	0	0	0	0	0
3	Water Reclamation Facility	Treatment	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
4	City-Wide Meter Replacement	Distribution	0.00%	0.00%	100.00%	458,500	(458,500)	0	0	0	0	0	0	0	0	0
5	General Facility and System Upgrades	Treatment	0.00%	0.00%	100.00%	875,000	0	875,000	875,000	0	0	0	0	875,000	443,355	0
6	Lift Station Rehabilitation	Trans	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
7	Meter Installation	Distribution	0.00%	0.00%	100.00%	180,000	(180,000)	0	0	0	0	0	0	0	0	0
8	Pretreatment Effluent Pump Replacement	Treatment	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
9	Sanitary Sewer Inflow Inflitration	WW T&C	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
10	Water Main Replacement	Trans	0.00%	0.00%	100.00%	3,700,000	0	3,700,000	0	0	3,700,000	0	0	3,700,000	0	2,374,889
11	Reclaimed Water System Improvement	Supply	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
12	Water Treatment Plant Splitter Box Rehab	Treatment	0.00%	0.00%	100.00%	213,500	0	213,500	213,500	0	0	0	0	213,500	108,179	0
13	WTP Aeration Repl. & Clearwell Rehab	Treatment	0.00%	0.00%	100.00%	1,707,000	0	1,707,000	1,707,000	0	0	0	0	1,707,000	864,923	0
14	Hudson Wellfield Expansion	Supply	0.00%	100.00%	0.00%	4,955,000	0	4,955,000	4,955,000	0	0	0	0	4,955,000	0	0
15	WRF Clarifier Rehab and Weir Covers	Treatment	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
16	Relocation of SCADA Radios	Treatment	0.00%	0.00%	100.00%	30,000	(30,000)	0	0	0	0	0	0	0	0	0
17	Water Reclamation Facility Chlorine Contact	Treatment	0.00%	100.00%	0.00%	395,000	0	395,000	395,000	0	0	0	0	395,000	0	0
18	Reuse Master Metering	Trans	0.00%	100.00%	0.00%	0	0	0	0	0	0	0	0	0	0	0
19	WTP Chemical Feed System Upgrades	Treatment	0.00%	0.00%	100.00%	634,500	0	634,500	634,500	0	0	0	0	634,500	321,496	0
20	WTP Filter Media Replacement	Treatment	0.00%	0.00%	100.00%	141,750	0	141,750	141,750	0	0	0	0	141,750	71,824	0
21	WTP Thickener Wetwell Discharge Relocation	Treatment	0.00%	0.00%	100.00%	34,500	0	34,500	34,500	0	0	0	0	34,500	17,481	0
22	Shadow Crossing Reuse Pump Facility	Trans	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
23	Utility Master Plan Update	Other	0.00%	0.00%	100.00%	73,333	(73,333)	0	0	0	0	0	0	0	0	0
24	Water Storage Tank Repairs	Supply	0.00%	0.00%	100.00%	300,000	0	300,000	300,000	0	0	0	0	300,000	152,008	0
25	WWTP Laboratory Upgrades	Treatment	0.00%	100.00%	0.00%	0	0	0	0	0	0	0	0	0	0	0
26	New Reuse Ground Storage Tank	Supply	0.00%	100.00%	0.00%	0	0	0	0	0	0	0	0	0	0	0
27	WTP Replace Lime Softening Filters 5 &6	Treatment	0.00%	0.00%	100.00%	3,000,000	0	3,000,000	3,000,000	0	0	0	0	3,000,000	1,520,075	0
28	WTP Scrubbers and De-gasifiers Rehab	Treatment	0.00%	0.00%	100.00%	1,625,500	0	1,625,500	1,625,500	0	0	0	0	1,625,500	823,627	0
29	WWTP Generator Room Roof Replacement	Treatment	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
30	WWTP Odor Control	Treatment	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
31	WWTP Screw Pump Roof Modification	Treatment	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
32	Airport Road Reclaim Water Main PH 2	Trans	0.00%	37.50%	62.50%	0	0	0	0	0	0	0	0	0	0	0
33	Filter Demolition and New Storage Bldg	Other	0.00%	0.00%	100.00%	405,000	(405,000)	0	0	0	0	0	0	0	0	0
34	Halifax River Force Main Crossing	Trans	0.00%	100.00%	0.00%	0	0	0	0	0	0	0	0	0	0	0
35	Septic to Sewer Conversion	Other	0.00%	100.00%	0.00%	0	0	0	0	0	0	0	0	0	0	0
36	Secondary Raw Water Main	Supply	0.00%	100.00%	0.00%	2,384,175	0	2,384,175	2,384,175	0	0	0	0	2,384,175	0	0
37	**TOTAL WATER CIP PROJECTS**					$21,627,758	($1,661,833)	$19,965,925	$16,265,925	$0	$3,700,000	$0	$0	$19,965,925	$4,322,967	$2,374,889
38	**PERCENT OF TOTAL**							100.00%	81.47%	0.00%	18.53%	0.00%	0.00%	100.00%	21.65%	11.89%

Footnotes:

[1] Amounts shown reflect the Five-Year Capital Program as provided by the City.

[2] Downward adjustments reflect projects: i) anticipated to be funded by grants as identified by the City; ii) recognized in the existing assets summary (Fixed Asset Data and Asset Functionalization) to be consistent with existing capacity assumptions; or iii) not considered applicable to the fee determination process.

[3] Assets are categorized based on information provided by the City.

Table 3
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Summary of Wastewater Capital Improvement Program By Plant Function Through Fiscal Year 2025

Line No.	Project Description	Type	Purpose: Expansion	Purpose: Existing New	Purpose: Existing Replace	2021 - 2025 Estimated Capital Cost [1]	Adjustments [2]	Net Amount For Future Expenditures	Functional Category [3]: Wastewater Treatment Existing	Wastewater Treatment Expansion	Transmission Existing	Transmission Expansion	Collection/ Other	Total	Retirement Adjustment: Treatment	Retirement Adjustment: Transmission
	Wastewater System															
1	Vehicle Replacement	Other	0.00%	0.00%	100.00%	$732,000	($732,000)	$0	$0	$0	$0	$0	$0	$0	$0	$0
2	Consumptive Use Permit Renewal	Other	0.00%	100.00%	0.00%	0	0	0	0	0	0	0	0	0	0	0
3	Water Reclamation Facility	Treatment	0.00%	0.00%	100.00%	1,470,000	0	1,470,000	1,470,000	0	0	0	0	1,470,000	767,182	0
4	City-Wide Meter Replacement	Distribution	0.00%	0.00%	100.00%	458,500	(458,500)	0	0	0	0	0	0	0	0	0
5	General Facility and System Upgrades	Treatment	0.00%	0.00%	100.00%	875,000	0	875,000	875,000	0	0	0	0	875,000	456,656	0
6	Lift Station Rehabilitation	Trans	0.00%	0.00%	100.00%	880,000	0	880,000	0	0	880,000	0	0	880,000	0	532,414
7	Meter Installation	Distribution	0.00%	0.00%	100.00%	180,000	(180,000)	0	0	0	0	0	0	0	0	0
8	Pretreatment Effluent Pump Replacement	Treatment	0.00%	0.00%	100.00%	450,000	0	450,000	450,000	0	0	0	0	450,000	234,852	0
9	Sanitary Sewer Inflow Infiltration	WW T&C	0.00%	0.00%	100.00%	1,500,000	0	1,500,000	0	0	598,627	0	901,373	1,500,000	0	362,179
10	Water Main Replacement	Trans	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
11	Reclaimed Water System Improvement	Supply	0.00%	0.00%	100.00%	130,000	0	130,000	0	0	0	0	130,000	130,000	0	0
12	Water Treatment Plant Splitter Box Rehab	Treatment	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
13	WTP Aeration Repl. & Clearwell Rehab	Treatment	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
14	Hudson Wellfield Expansion	Supply	0.00%	100.00%	0.00%	0	0	0	0	0	0	0	0	0	0	0
15	WRF Clarifier Rehab and Weir Covers	Treatment	0.00%	0.00%	100.00%	1,548,000	0	1,548,000	1,548,000	0	0	0	0	1,548,000	807,890	0
16	Relocation of SCADA Radios	Treatment	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
17	Water Reclamation Facility Chlorine Contact	Treatment	0.00%	100.00%	0.00%	0	0	0	0	0	0	0	0	0	0	0
18	Reuse Master Metering	Trans	0.00%	100.00%	0.00%	360,000	0	360,000	0	0	360,000	0	0	360,000	0	0
19	WTP Chemical Feed System Upgrades	Treatment	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
20	WTP Filter Media Replacement	Treatment	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
21	WTP Thickener Wetwell Discharge Relocation	Treatment	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
22	Shadow Crossing Reuse Pump Facility	Trans	0.00%	0.00%	100.00%	240,000	0	240,000	0	0	240,000	0	0	240,000	0	145,204
23	Utility Master Plan Update	Other	0.00%	0.00%	100.00%	146,667	0	146,667	0	0	0	0	146,667	146,667	0	0
24	Water Storage Tank Repairs	Supply	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
25	WWTP Laboratory Upgrades	Treatment	0.00%	100.00%	0.00%	445,000	0	445,000	445,000	0	0	0	0	445,000	0	0
26	New Reuse Ground Storage Tank	Supply	0.00%	100.00%	0.00%	385,000	0	385,000	0	0	0	0	385,000	385,000	0	0
27	WTP Replace Lime Softening Filters 5 &6	Treatment	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
28	WTP Scrubbers and De-gasifiers Rehab	Treatment	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
29	WWTP Generator Room Roof Replacement	Treatment	0.00%	0.00%	100.00%	32,100	0	32,100	32,100	0	0	0	0	32,100	16,753	0
30	WWTP Odor Control	Treatment	0.00%	0.00%	100.00%	220,000	0	220,000	220,000	0	0	0	0	220,000	114,816	0
31	WWTP Screw Pump Roof Modification	Treatment	0.00%	0.00%	100.00%	78,000	0	78,000	78,000	0	0	0	0	78,000	40,708	0
32	Airport Road Reclaim Water Main PH 2	Trans	0.00%	100.00%	0.00%	1,230,500	0	1,230,500	0	0	1,230,500	0	0	1,230,500	0	0
33	Filter Demolition and New Storage Bldg	Other	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
34	Halifax River Force Main Crossing	Trans	0.00%	100.00%	0.00%	1,057,000	0	1,057,000	0	0	1,057,000	0	0	1,057,000	0	0
35	Septic to Sewer Conversion	Other	0.00%	100.00%	0.00%	14,200,000	0	14,200,000	0	0	0	0	14,200,000	14,200,000	0	0
36	Secondary Raw Water Main	Supply	0.00%	100.00%	0.00%	0	0	0	0	0	0	0	0	0	0	0
37	**TOTAL WASTEWATER PROJECTS**					$26,617,767	($1,370,500)	$25,247,267	$5,118,100	$0	$4,366,127	$0	$15,763,040	$25,247,267	$2,438,856	$1,039,797
38	**PERCENT OF TOTAL**							100.00%	20.27%	0.00%	17.29%	0.00%	62.43%	100.00%	9.66%	4.12%

Footnotes:

[1] Amounts shown reflect the Five-Year Capital Program as provided by the City.

[2] Downward adjustments reflect projects: i) anticipated to be funded by grants as identified by the City; ii) recognized in the existing assets summary (Fixed Asset Data and Asset Functionalization) to be consistent with existing capacity assumptions; or iii) not considered applicable to the fee determination process.

[3] Assets are categorized based on information provided by the City.

Table 4
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Development of Water System Connection Fees

Line No.	Description		Water Amount
	Total Estimated Cost of Existing Water Production and Treatment Facilities:		
1	Installed Cost - Existing Facilities [1]		$71,474,770
2	Additional Costs Capitalized - CIP [2]		16,265,925
3	Less Anticipated Retirements [3]		(4,322,967)
4	Less Receipt of Grant Funds [4]		0
5	Subtotal Water Production and Treatment Facilities		$83,417,728
6	Existing Permitted Capacity of Plant Facilities (MGD) (ADF) [5]		12.000
7	Existing Average Daily Flow for FY 2016-2020 (MGD) (ADF) [6]		6.729
8	Equivalent Living Unit Factor - (GPD) (ADF) [7]		300.0
9	Estimated Dwelling Units Permitted to be Served by Existing Facilities		40,000
10	Percent Remaining Capacity of Existing Facilities		43.93%
11	Allocation of Existing Facilities to Incremental Growth		$36,644,472
12	Rate per Living Unit Associated with Existing Facilities		$2,085.44
	Total Estimated Cost of Additional Water Production and Treatment Facilities:		
13	Additional Costs Capitalized - CIP [8]		$0
14	Less Receipt of Grant Funds [4]		0
15	Cost of Additional Water Production/Treatment Facilities		$0
16	New Plant Capacity (MGD) (ADF) [9]		0.000
17	Estimated Dwelling Units to be Served by Additional Facilities		0.00
18	Rate per Dwelling Units Associated with Additional Facilities		$0.00
19	Rate per Living Units Allocable to Water Production/Treatment Facilities		$2,085.44
	Primary Transmission System:		
20	Existing Facilities [10]		$8,606,122
21	Additional Costs Capitalized - CIP [11]		3,700,000
22	Less Anticipated Retirements [3]		(2,374,889)
23	Less Receipt of Grant Funds [4]		0
24	Total Primary Transmission Facility Costs		$9,931,233
25	Estimated Dwelling Units Served by Existing Facilities [12]		40,000
26	Estimated Future Dwelling Units served by Transmission Facilities [12]		0
27	Total Estimated Dwelling Units served by Transmission Facilities [12]		40,000
28	Net Rate per Dwelling Unit of Primary Transmission Facilities		$248.28
29	Total Combined Rate per Dwelling Unit After Rate Adjustment		$2,333.72
30	**Rounded Water Fee per Living Unit**		$2,333.00
31	Cost Per Gallon		$7.78
32	Existing Rate per Gallon		$9.67
33	Existing Rate per Living Unit		$2,902.00
34	Proposed Increase / (Decrease)		($569.00)
35	Proposed Connection Fees	ELU Factor	Amount
36	Single Family Residential	1.00	$2,333.00
37	Multi-Family Residential	0.80	$1,866.00
38	Mobile Home Residential	0.90	$2,099.00

MGD = Million Gallons per Day
ADF = Average Daily Flow
GPD = Gallons per Day

Footnotes continued on the following page.

Table 4
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Development of Water System Connection Fees

Footnotes:

[1] Amount based on Table 1 and reflects water production and treatment assets currently in service.

[2] Amount derived from Table 2 and reflects the planned upgrades to the existing water production and treatment facilities.

[3] Amounts derived from City of Ormond Beach fixed asset data and reflect estimated fixed asset retirements due to the imposition of the capital improvement plan of the City which recognizes the replacement of such assets classified in the total treatment and/or transmission function.

[4] Total cost of facilities is reduced by grants and other outside funding sources, if any, as provided by the City.

[5] Amount reflects the rated permitted capacity of the existing facilities and is shown in detail as follows:

Description	Plant Capacity
Lime Softening Plant Capacity (MGD) (ADF)	8.000
Low Pressure Reverse Osmosis Capacity (MGD) (ADF)	4.000
Total Capacity (MDG) (MDF)	12.000

[6] Based on the average daily flow for the period fiscal year 2016-2020.

[7] Amount reflects the City's proposed level of service provided for a residential dwelling unit.

[8] Amount derived from Table 2, if any, and reflects the cost of additional water treatment capacity.

[9] Amount as provided by City staff and reflects the amount of additional water treatment capacity expressed on an average daily flow basis, if any.

[10] Amount based on Table 1 and reflects water transmission assets currently in service.

[11] Amount derived from Table 2 and reflects the planned upgrades to the existing water transmission system.

[12] Amount assumes transmission capacity is consistent with the existing and estimated future water treatment capacity.

Table 5
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Development of Wastewater System Connection Fees

Line No.	Description		Amount
	Total Estimated Cost of Existing Wastewater Treatment Facilities		
1	Cost of Existing Facilities [1]		$76,896,737
2	Additional Costs Capitalized - CIP [2]		5,118,100
3	Less Anticipated Retirements [3]		(2,438,856)
4	Less Receipt of Grant Funds [4]		0
5	Subtotal Wastewater Treatment Facilities		$79,575,982
6	Existing Permitted Capacity of Plant Facilities (MGD) (ADF) [5]		8.000
7	Existing Average Daily Flow FY 2016-2020 (MGD) (ADF) [6]		4.465
8	Dwelling Unit Factor - (GPD) [7]		280.0
9	Estimated Dwelling Units Permitted to be Served by Existing Facilities		28,571
10	Percent Remaining Capacity of Existing Facilities		44.19%
11	Allocation of Existing Facilities to Incremental Growth		$35,161,394
12	Rate per Dwelling Unit Associated with Existing Facilities		$2,785.16
	Total Estimated Cost of Additional Wastewater Treatment Facilities		
13	Additional Costs Capitalized - CIP [8]		$0
14	Less Receipt of Grant Funds [4]		0
15	Cost of Additional Wastewater Treatment Facilities		$0
16	New Plant Capacity (MGD) [9]		0.000
17	Estimated Dwelling Units to be Served by Additional Facilities		0.00
18	Rate per Dwelling Units Associated with Additional Facilities		$0.00
19	Rate per Dwelling Units Allocable to Wastewater Treatment Facilities		$2,785.16
	Primary Transmission System:		
20	Existing Facilities [10]		$19,308,495
21	Additional Costs Capitalized - CIP [11]		4,366,127
22	Less Anticipated Retirements [3]		(1,039,797)
23	Less Receipt of Grant Funds [4]		0
24	Total Primary Transmission Facility Costs		$22,634,825
25	Estimated Dwelling Units Served by Existing Facilities [12]		28,571
26	Estimated Future Dwelling Units served by Transmission Facilities [12]		0
27	Total Estimated Dwelling Units served by Transmission Facilities [12]		28,571
28	Net Rate per Dwelling Unit of Primary Transmission Facilities		$792.23
29	Total Combined Rate per Dwelling Unit After Rate Adjustment		$3,577.39
30	Rounded Rate per Dwelling Unit		$3,577.00
31	Cost Per Gallon		$12.78
32	Existing Rate per Gallon		$10.10
33	Existing Rate per Dwelling Unit		$2,829.00
34	Proposed Increase / (Decrease)		$748.00
35	Proposed Connection Fees	ELU Factor	Amount
36	Single Family Residential	1.00	$3,577.00
37	Multi-Family Residential	0.80	$2,861.00
38	Mobile Home Residential	0.90	$3,219.00

MGD = Million Gallons per Day
ADF = Average Daily Flow
GPD = Gallons per Day

Footnotes continued on the following page.

Table 5
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Development of Wastewater System Connection Fees

Footnotes:

[1] Amount based on Table 1 and reflects wastewater treatment assets currently in service.

[2] Amount derived from Table 3 and reflects the planned upgrades to the existing wastewater treatment facilities.

[3] Amounts derived from City of Ormond Beach fixed asset data and reflect estimated fixed asset retirements due to the imposition of the capital improvement plan of the City which recognizes the replacement of such assets classified in the total treatment and/or transmission function.

[4] Total cost of facilities is reduced by grants and other outside funding sources, if any, as provided by the City.

[5] Amount reflects the permitted capacity of the existing facilities and is shown in detail as follows:

Description	Plant Capacity
Wastewater Plant Capacity (MDG) (ADF)	8.000
Total Capacity (MDG)	8.000

[6] Amount reflects the average daily flow for Fiscal Years 2015 through 2019.

[7] Amount reflects the City's level of service provided for a residential dwelling unit.

[8] Amount derived from Table 3, if any, and reflects the cost of additional wastewater treatment capacity.

[9] Amount as provided by City staff and reflects the amount of additional wastewater treatment capacity expressed on an average daily flow basis, if any.

[10] Amount based on Table 1 and reflects wastewater transmission assets currently in service.

[11] Amount derived from Table 3 and reflects the planned upgrades to the existing wastewater collection system.

[12] Amount assumes transmission capacity is consistent with the existing and estimated future wastewater treatment capacity.

Table 6
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Utility Connection Fee Comparison [*]

Line No.	Municipality	Residential Single Family Service Water	Wastewater	Total
1	Ormond Beach - Existing	$2,902.00	$2,829.00	$5,731.00
2	Ormond Beach - Proposed	$2,333.00	$3,577.00	$5,910.00
3	New Smyrna Beach	$1,485.00	$1,445.00	$2,930.00
4	Daytona Beach	$1,376.00	$1,825.00	$3,201.00
5	DeLand	$2,184.20	$3,021.00	$5,205.20
6	Deltona	$1,944.00	$4,531.00	$6,475.00
7	Edgewater	$1,740.72	$2,634.35	$4,375.07
8	Melbourne	$1,540.00	$2,210.00	$3,750.00
9	Orange City	$1,600.00	$3,100.00	$4,700.00
10	Palm Coast	$2,745.89	$2,954.57	$5,700.46
11	Port Orange	$605.00	$1,540.00	$2,145.00
12	Titusville	$1,970.00	$2,190.00	$4,160.00
13	Volusia County	$1,546.04	$2,935.96	$4,482.00
14	Survey Average Fee	$1,703.35	$2,580.63	$4,283.98

[*] As of October 2021

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
	UTILITY SYSTEM FIXED ASSETS																							
1	10000001	Veh Retrofit Existing Tv Truck Res# 200	40	404	3502	WW COLLECTION AND REUSE	GENERAL	6/30/2005	$98,680.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$98,680	$0
2	10000004	It-Computer System	30	308	3501	WASTERWATER PLANT	General	5/21/1993	5,622	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,622	0
3	10000021	It-Computer / Ibm	30	308	3301	WATER PLANT	General	3/1/1989	5,653	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,653	0
4	10000022	It-Sungard Gmba Acct Act List, Misc Info	30	308	3301	WATER PLANT	General	9/30/1990	6,120	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6,120	0
5	10000641	Rst 94 Hyster H60Xm Forklift	30	303	3501	WASTERWATER PLANT	General	6/17/1994	19,318	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19,318	0
6	10001059	Egp Submersible Aerator	30	304	3501	WASTERWATER PLANT	General	2/17/1994	17,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17,000	0
7	10001062	Route 40 Util. & Medians	20	208	3301	WATER PLANT	General	2/4/1994	582	0	0	0	0	0	0	0	0	0	0	0	0	0	0	582	0
8	10001063	Sr-40 Utilities-Halifax Pa	20	208	3301	WATER PLANT	W T&D	1/7/1994	1,165	0	0	345	820	0	0	0	0	0	0	0	0	0	0	0	0
9	10001064	Sr-40 Utilities-Halifax Pa	20	208	3301	WATER PLANT	W T&D	12/10/1993	582	0	0	173	410	0	0	0	0	0	0	0	0	0	0	0	0
10	10001065	Sr-40 Utilities-Halifax Pa	20	208	3301	WATER PLANT	W T&D	11/12/1993	582	0	0	173	410	0	0	0	0	0	0	0	0	0	0	0	0
11	10001066	Sr-40 Utilities-Halifax Pa	20	208	3301	WATER PLANT	W T&D	10/15/1993	1,165	0	0	345	820	0	0	0	0	0	0	0	0	0	0	0	0
12	10001067	Recording - Easement Deed	70	701	3301	WATER PLANT	General	12/27/1993	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	0
13	10001068	Sr-40 Utilities Relocation	20	208	3301	WATER PLANT	W T&D	11/12/1993	243	0	0	72	171	0	0	0	0	0	0	0	0	0	0	0	0
14	10001069	Sr-40 Utilities Relocation	20	208	3301	WATER PLANT	W T&D	10/30/1993	35	0	0	10	25	0	0	0	0	0	0	0	0	0	0	0	0
15	10001070	Sr-40 Utilities Relocation-Gbs	20	208	3301	WATER PLANT	W T&D	10/15/1993	199	0	0	59	140	0	0	0	0	0	0	0	0	0	0	0	0
16	10001071	Sr-40 Utilities Relocation	20	208	3301	WATER PLANT	W T&D	10/15/1993	243	0	0	72	171	0	0	0	0	0	0	0	0	0	0	0	0
17	10001072	Sr-40 Utilities Relocation	20	208	3301	WATER PLANT	W T&D	10/22/1993	118,499	0	0	35,118	83,381	0	0	0	0	0	0	0	0	0	0	0	0
18	10001073	Sr-40 Utility Relocation	20	208	3301	WATER PLANT	W T&D	10/22/1993	18,885	0	0	5,597	13,288	0	0	0	0	0	0	0	0	0	0	0	0
19	10001074	Install Water Main	20	208	3301	WATER PLANT	W T&D	1/4/1994	9,197	0	0	2,726	6,472	0	0	0	0	0	0	0	0	0	0	0	0
20	10001075	Install Water Main	20	208	3301	WATER PLANT	W T&D	12/17/1993	3,661	0	0	1,085	2,576	0	0	0	0	0	0	0	0	0	0	0	0
21	10001076	Install Water Main	20	208	3301	WATER PLANT	W T&D	11/10/1993	38,286	0	0	11,347	26,940	0	0	0	0	0	0	0	0	0	0	0	0
22	10001077	16"" Raw Water Trans. Sr 40	20	208	3301	WATER PLANT	W T&D	9/29/2001	4,375	0	0	1,297	3,078	0	0	0	0	0	0	0	0	0	0	0	0
23	10001101	Pump Sta Inglesa Pump Station-2005 N Bea	20	208	3301	WATER PLANT	W T&D	9/2/1994	1,430	0	0	424	1,006	0	0	0	0	0	0	0	0	0	0	0	0
24	10001102	Construction	20	208	3301	WATER PLANT	General	9/2/1994	817	0	0	0	0	0	0	0	0	0	0	0	0	0	0	817	0
25	10001103	Construction Services	20	208	3301	WATER PLANT	General	8/17/1994	817	0	0	0	0	0	0	0	0	0	0	0	0	0	0	817	0
26	10001104	Construction Services	20	208	3301	WATER PLANT	General	7/19/1994	2,019	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,019	0
27	10001105	Fdep/Hrs Application Fee	20	208	3301	WATER PLANT	General	5/2/1994	300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	300	0
28	10001106	Booster Pumping Station Survey	20	208	3301	WATER PLANT	General	3/4/1994	675	0	0	0	0	0	0	0	0	0	0	0	0	0	0	675	0
29	10001107	Booster Pump Station Survey	20	208	3301	WATER PLANT	General	3/4/1994	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	0
30	10001108	Survey	20	208	3301	WATER PLANT	General	2/4/1994	684	0	0	0	0	0	0	0	0	0	0	0	0	0	0	684	0
31	10001109	Design	20	208	3301	WATER PLANT	General	4/30/1994	3,813	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,813	0
32	10001110	Design	20	208	3301	WATER PLANT	General	4/1/1994	9,152	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9,152	0
33	10001111	Design Of Pump	20	208	3301	WATER PLANT	General	3/4/1994	1,525	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,525	0
34	10001112	Design	20	208	3301	WATER PLANT	General	2/4/1994	763	0	0	0	0	0	0	0	0	0	0	0	0	0	0	763	0
35	10001113	Legal Ad - Public Notice	20	208	3301	WATER PLANT	General	5/1/1994	90	0	0	0	0	0	0	0	0	0	0	0	0	0	0	90	0
36	10001114	In-House Costs	20	208	3301	WATER PLANT	General	9/30/1994	12,500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12,500	0
37	10001115	Wtr Main Hand Avenue Extension	20	208	3301	WATER PLANT	W T&D	9/2/1994	1,195	0	0	354	841	0	0	0	0	0	0	0	0	0	0	0	0
38	10001116	Construction Materials And Testing Servi	20	208	3301	WATER PLANT	General	7/21/1994	252	0	0	0	0	0	0	0	0	0	0	0	0	0	0	252	0
39	10001117	Bidding And Construction	20	208	3301	WATER PLANT	General	6/23/1994	4,063	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,063	0
40	10001118	Bidding And Construction	20	208	3301	WATER PLANT	General	5/31/1994	860	0	0	0	0	0	0	0	0	0	0	0	0	0	0	860	0
41	10001119	Testing Services	20	208	3301	WATER PLANT	General	4/30/1994	512	0	0	0	0	0	0	0	0	0	0	0	0	0	0	512	0
42	10001120	Bidding And Construction	20	208	3301	WATER PLANT	General	4/26/1994	693	0	0	0	0	0	0	0	0	0	0	0	0	0	0	693	0
43	10001121	Testing Services	20	208	3301	WATER PLANT	General	4/18/1994	109	0	0	0	0	0	0	0	0	0	0	0	0	0	0	109	0
44	10001122	Testing Services	20	208	3301	WATER PLANT	General	3/31/1994	125	0	0	0	0	0	0	0	0	0	0	0	0	0	0	125	0
45	10001123	Bidding And Construction	20	208	3301	WATER PLANT	General	3/30/1994	2,749	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,749	0
46	10001124	Testing Services	20	208	3301	WATER PLANT	General	3/15/1994	348	0	0	0	0	0	0	0	0	0	0	0	0	0	0	348	0
47	10001125	Bidding And Construction	20	208	3301	WATER PLANT	General	3/1/1994	1,434	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,434	0
48	10001126	Water Main	20	208	3301	WATER PLANT	W T&D	7/28/1994	51,198	0	0	15,173	36,025	0	0	0	0	0	0	0	0	0	0	0	0
49	10001127	Water Main	20	208	3301	WATER PLANT	W T&D	6/20/1994	188,312	0	0	55,808	132,504	0	0	0	0	0	0	0	0	0	0	0	0
50	10001128	Water Main	20	208	3301	WATER PLANT	W T&D	5/26/1994	39,481	0	0	11,701	27,780	0	0	0	0	0	0	0	0	0	0	0	0
51	10001129	Water Mains	20	208	3301	WATER PLANT	W T&D	4/26/1994	33,072	0	0	9,801	23,271	0	0	0	0	0	0	0	0	0	0	0	0
52	10001130	Water Mains	20	208	3301	WATER PLANT	W T&D	3/28/1994	125,566	0	0	37,213	88,353	0	0	0	0	0	0	0	0	0	0	0	0
53	10001131	Water Mains	20	208	3301	WATER PLANT	W T&D	2/25/1994	66,031	0	0	19,569	46,462	0	0	0	0	0	0	0	0	0	0	0	0
54	10001132	Effluent Reuse Wilmette Ave Distribution	20	209	3501	WASTERWATER PLANT	WW T&C	10/1/1993	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
55	10001133	Effluent Reuse Permit - Orchard Street T	20	209	3502	WW COLLECTION AND REUSE	GENERAL	9/24/1994	655	0	0	0	0	0	0	0	0	0	0	0	0	0	0	655	0
56	10001134	Effluent Reuse Permit - Orchard Street T	20	209	3502	WW COLLECTION AND REUSE	GENERAL	9/2/1994	230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	230	0
57	10001135	Effluent Reuse Survey - Orchard Street T	20	209	3502	WW COLLECTION AND REUSE	GENERAL	8/17/1994	315	0	0	0	0	0	0	0	0	0	0	0	0	0	0	315	0
58	10001136	Effluent Reuse Design	20	209	3502	WW COLLECTION AND REUSE	GENERAL	8/17/1994	3,031	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,031	0
59	10001137	Effluent Reuse Permit	20	209	3502	WW COLLECTION AND REUSE	GENERAL	9/24/1994	1,528	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,528	0
60	10001138	Effluent Reuse Permit	20	209	3502	WW COLLECTION AND REUSE	GENERAL	9/2/1994	538	0	0	0	0	0	0	0	0	0	0	0	0	0	0	538	0
61	10001139	Effluent Reuse Survey	20	209	3502	WW COLLECTION AND REUSE	GENERAL	8/17/1994	734	0	0	0	0	0	0	0	0	0	0	0	0	0	0	734	0
62	10001140	Effluent Reuse Design	20	209	3502	WW COLLECTION AND REUSE	GENERAL	8/17/1994	7,073	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,073	0
63	10001141	Effluent Reuse Engineering	20	209	3502	WW COLLECTION AND REUSE	GENERAL	6/14/1994	2,721	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,721	0
64	10001142	Effluent Reuse Engineering	20	209	3502	WW COLLECTION AND REUSE	GENERAL	8/23/1994	495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	495	0
65	10001143	Effluent Reuse Engineering	20	209	3502	WW COLLECTION AND REUSE	GENERAL	7/26/1991	990	0	0	0	0	0	0	0	0	0	0	0	0	0	0	990	0
66	10001144	Effluent Reuse Engineering	20	209	3502	WW COLLECTION AND REUSE	GENERAL	6/28/1991	990	0	0	0	0	0	0	0	0	0	0	0	0	0	0	990	0
67	10001145	Effluent Reuse Engineering	20	209	3502	WW COLLECTION AND REUSE	GENERAL	12/28/1990	7,425	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,425	0
68	10001146	Effluent Reuse In-House Costs	20	209	3502	WW COLLECTION AND REUSE	GENERAL	9/30/1994	8,432	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,432	0
69	10001148	Ww Wastewater Master Plan	20	209	3502	WW COLLECTION AND REUSE	GENERAL	3/4/1994	6,017	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6,017	0
70	10001149	Ww Wastewater Master Plan	20	209	3502	WW COLLECTION AND REUSE	GENERAL	2/4/1994	12,034	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12,034	0
71	10001150	Ww Master Plan Reimburse Expenses	20	209	3502	WW COLLECTION AND REUSE	GENERAL	2/4/1994	931	0	0	0	0	0	0	0	0	0	0	0	0	0	0	931	0
72	10001151	Ww Wastewater Master Plan	20	209	3502	WW COLLECTION AND REUSE	GENERAL	1/7/1994	6,017	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6,017	0
73	10001152	Ww Master Plan Reimburse Expenses	20	209	3502	WW COLLECTION AND REUSE	GENERAL	1/7/1994	68	0	0	0	0	0	0	0	0	0	0	0	0	0	0	68	0
74	10001153	Ww Wastewater Master Plan	20	209	3502	WW COLLECTION AND REUSE	GENERAL	12/10/1993	24,067	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24,067	0
75	10001154	Ww Master Plan Reimburse Expenses	20	209	3502	WW COLLECTION AND REUSE	GENERAL	12/10/1993	42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42	0
76	10001155	Ww Wastewater Master Plan	20	209	3502	WW COLLECTION AND REUSE	GENERAL	11/12/1993	21,661	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21,661	0
77	10001156	Ww Master Plan Reimburse Expenses	20	209	3502	WW COLLECTION AND REUSE	GENERAL	11/12/1993	96	0	0	0	0	0	0	0	0	0	0	0	0	0	0	96	0
78	10001157	Ww Master Plan Reimburse Expenses	20	209	3502	WW COLLECTION AND REUSE	GENERAL	3/4/1994	4,665	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,665	0
79	10001158	Ww Wastewater Master Plan	20	209	3502	WW COLLECTION AND REUSE	GENERAL	10/15/1993	22,864	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22,864	0
80	10001159	Ww Master Plan Reimburse Expenses	20	209	3502	WW COLLECTION AND REUSE	GENERAL	10/15/1993	69	0	0	0	0	0	0	0	0	0	0	0	0	0	0	69	0
81	10001160	Ww Master Plan Eng Quentin Hampton-1 Inv	20	209	3502	WW COLLECTION AND REUSE	GENERAL	1/2/2008	11,532	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11,532	0
82	10001161	Ww Master Plan - Engineering Service	20	209	3501	WASTERWATER PLANT	OTHER	12/31/1999	5,075	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,075
83	10001162	Ww Master Plan Eng Q Hampton-4 Invoices	20	209	3502	WW COLLECTION AND REUSE	GENERAL	8/7/2007	75,168	0	0	0	0	0	0	0	0	0	0	0	0	0	0	75,168	0
84	10001163	Well 1 Hudson Well Field - #30 To #42 Hu	20	208	3301	WATER PLANT	W Supply	3/18/1994	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
85	10001164	Geotech / Hydro Engineering Services	20	208	3301	WATER PLANT	General	3/18/1994	337	0	0	0	0	0	0	0	0	0	0	0	0	0	0	337	0
86	10001165	Consumptive Use Permit	20	208	3301	WATER PLANT	General	1/3/1994	500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
87	10001166	Geotech / Hydro Engineering Services	20	208	3301	WATER PLANT	General	10/17/1993	22,413	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22,413	0
88	10001167	Geotech / Hydro Engineering Services	20	208	3301	WATER PLANT	General	4/30/1994	5,141	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,141	0
89	10001168	Well Field Evaluation	20	208	3301	WATER PLANT	General	5/7/1998	6,848	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6,848	0
90	10001169	Effluent Reuse Phase Ii 2003	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/17/1994	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
91	10001170	Effluent System Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/17/1994	340	0	0	0	0	0	0	0	136	205	0	0	0	0	0	0	0
92	10001171	Effluent System Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/5/1994	1,702	0	0	0	0	0	0	0	679	1,023	0	0	0	0	0	0	0
93	10001172	Effluent Reuse Engineering	20	209	3502	WW COLLECTION AND REUSE	GENERAL	6/23/1994	73	0	0	0	0	0	0	0	0	0	0	0	0	0	0	73	0
94	10001173	Effluent System Reimburse Expenses	20	209	3502	WW COLLECTION AND REUSE	GENERAL	6/23/1994	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	0
95	10001174	Effluent System Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/20/1994	2,042	0	0	0	0	0	0	0	815	1,227	0	0	0	0	0	0	0
96	10001175	Effluent Reuse Miscellaneous Services	20	209	3502	WW COLLECTION AND REUSE	GENERAL	4/29/1994	97	0	0	0	0	0	0	0	0	0	0	0	0	0	0	97	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
97	10001176	Effluent Reuse Reimburse Expenses	20	209	3502	WW COLLECTION AND REUSE	GENERAL	4/29/1994	137	0	0	0	0	0	0	0	0	0	0	0	0	0	137	0
98	10001177	Effluent Reuse Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/29/1994	1,017	0	0	0	0	0	0	0	406	611	0	0	0	0	0	0
99	10001178	Effluent Reuse Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/1/1994	599	0	0	0	0	0	0	0	239	360	0	0	0	0	0	0
100	10001179	Effluent Reuse Reimburse Expenses	20	209	3502	WW COLLECTION AND REUSE	GENERAL	4/1/1994	18	0	0	0	0	0	0	0	0	0	0	0	0	0	18	0
101	10001180	Effluent Reuse Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/4/1994	1,232	0	0	0	0	0	0	0	492	740	0	0	0	0	0	0
102	10001181	Effluent Reuse Reimburse Expenses	20	209	3502	WW COLLECTION AND REUSE	GENERAL	3/4/1994	63	0	0	0	0	0	0	0	0	0	0	0	0	0	63	0
103	10001182	Effluent Reuse Engineering	20	209	3502	WW COLLECTION AND REUSE	GENERAL	2/4/1994	3,093	0	0	0	0	0	0	0	0	0	0	0	0	0	3,093	0
104	10001183	Effluent Reuse Reimburse Expenses	20	209	3502	WW COLLECTION AND REUSE	GENERAL	2/4/1994	466	0	0	0	0	0	0	0	0	0	0	0	0	0	466	0
105	10001184	Effluent Reuse Engineering	20	209	3502	WW COLLECTION AND REUSE	GENERAL	1/7/1994	1,061	0	0	0	0	0	0	0	0	0	0	0	0	0	1,061	0
106	10001185	Effluent Reuse Reimburse Expenses	20	209	3502	WW COLLECTION AND REUSE	GENERAL	1/7/1994	12	0	0	0	0	0	0	0	0	0	0	0	0	0	12	0
107	10001186	Effluent Reuse Design	20	209	3502	WW COLLECTION AND REUSE	GENERAL	7/19/1994	2,872	0	0	0	0	0	0	0	0	0	0	0	0	0	2,872	0
108	10001187	Effluent Reuse Engineering	20	209	3502	WW COLLECTION AND REUSE	GENERAL	3/4/1994	831	0	0	0	0	0	0	0	0	0	0	0	0	0	831	0
109	10001188	Effluent Reuse Reimburse Expenses	20	209	3502	WW COLLECTION AND REUSE	GENERAL	3/4/1994	22	0	0	0	0	0	0	0	0	0	0	0	0	0	22	0
110	10001189	Effluent Reuse Drawings	20	209	3502	WW COLLECTION AND REUSE	GENERAL	12/10/1993	642	0	0	0	0	0	0	0	0	0	0	0	0	0	642	0
111	10001190	Effluent Reuse Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/30/1994	39,178	0	0	0	0	0	0	0	15,635	23,543	0	0	0	0	0	0
112	10001191	Effluent Reuse Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/27/1994	11,343	0	0	0	0	0	0	0	4,527	6,816	0	0	0	0	0	0
113	10001192	Effluent Reuse Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/27/1994	56,993	0	0	0	0	0	0	0	22,745	34,248	0	0	0	0	0	0
114	10001193	Effluent Reuse Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/3/1993	3,159	0	0	0	0	0	0	0	1,261	1,898	0	0	0	0	0	0
115	10001194	Effluent Reuse System Imp - Fy 1997	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/1997	224,220	0	0	0	0	0	0	0	89,483	134,737	0	0	0	0	0	0
116	10001197	Wtr Water System Imp (Old $ Total By Fy	20	208	3301	WATER PLANT	W Treatment	10/1/1941	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
117	10001198	Water System Improvements - Fy Prior To	20	208	3301	WATER PLANT	W Treatment	10/1/1941	105,180	0	105,180	0	0	0	0	0	0	0	0	0	0	0	0	0
118	10001199	Water System Improvements - Fy 1942	20	208	3301	WATER PLANT	W Treatment	9/30/1942	4,006	0	4,006	0	0	0	0	0	0	0	0	0	0	0	0	0
119	10001200	Water System Improvements - Fy 1943 Thru	20	208	3301	WATER PLANT	W Treatment	9/30/1948	59,846	0	59,846	0	0	0	0	0	0	0	0	0	0	0	0	0
120	10001201	Water System Improvements - Fy 1949	20	208	3301	WATER PLANT	W Treatment	9/30/1949	79,720	0	79,720	0	0	0	0	0	0	0	0	0	0	0	0	0
121	10001202	Water System Improvements - Fy 1950	20	208	3301	WATER PLANT	W Treatment	9/30/1950	8,653	0	8,653	0	0	0	0	0	0	0	0	0	0	0	0	0
122	10001203	Water System Improvements - Fy 1951	20	208	3301	WATER PLANT	W Treatment	9/30/1951	9,263	0	9,263	0	0	0	0	0	0	0	0	0	0	0	0	0
123	10001204	Water System Improvements - Fy 1952	20	208	3301	WATER PLANT	W Treatment	9/30/1952	234,451	0	234,451	0	0	0	0	0	0	0	0	0	0	0	0	0
124	10001205	Water System Improvements - Fy 1953	20	208	3301	WATER PLANT	W Treatment	9/30/1953	26,545	0	26,545	0	0	0	0	0	0	0	0	0	0	0	0	0
125	10001206	Water System Improvements - Fy 1954	20	208	3301	WATER PLANT	W Treatment	9/30/1954	10,166	0	10,166	0	0	0	0	0	0	0	0	0	0	0	0	0
126	10001207	Water System Improvements - Fy 1955	20	208	3301	WATER PLANT	W Treatment	9/30/1955	21,112	0	21,112	0	0	0	0	0	0	0	0	0	0	0	0	0
127	10001208	Water System Improvements - Fy 1956	20	208	3301	WATER PLANT	W Treatment	9/30/1956	31,763	0	31,763	0	0	0	0	0	0	0	0	0	0	0	0	0
128	10001209	Water System Improvements - Fy 1957	20	208	3301	WATER PLANT	W Treatment	9/30/1957	33,233	0	33,233	0	0	0	0	0	0	0	0	0	0	0	0	0
129	10001210	Water System Improvements - Fy 1958	20	208	3301	WATER PLANT	W Treatment	9/30/1958	183,198	0	183,198	0	0	0	0	0	0	0	0	0	0	0	0	0
130	10001211	Water System Improvements - Fy 1959	20	208	3301	WATER PLANT	W Treatment	9/30/1959	524,534	0	524,534	0	0	0	0	0	0	0	0	0	0	0	0	0
131	10001212	Water System Improvements - Fy 1961	20	208	3301	WATER PLANT	W Treatment	9/30/1961	63,086	0	63,086	0	0	0	0	0	0	0	0	0	0	0	0	0
132	10001213	Water System Improvements - Fy 1962	20	208	3301	WATER PLANT	W Treatment	9/30/1962	103,177	0	103,177	0	0	0	0	0	0	0	0	0	0	0	0	0
133	10001214	Water System Improvements - Fy 1963	20	208	3301	WATER PLANT	W Treatment	9/30/1963	70,178	0	70,178	0	0	0	0	0	0	0	0	0	0	0	0	0
134	10001215	Water System Improvements - Fy 1964	20	208	3301	WATER PLANT	W Treatment	9/30/1964	36,265	0	36,265	0	0	0	0	0	0	0	0	0	0	0	0	0
135	10001216	Water System Improvements - Fy 1965	20	208	3301	WATER PLANT	W Treatment	9/30/1965	134,316	0	134,316	0	0	0	0	0	0	0	0	0	0	0	0	0
136	10001217	Water System Improvements - Fy 1966	20	208	3301	WATER PLANT	W Treatment	9/30/1966	44,204	0	44,204	0	0	0	0	0	0	0	0	0	0	0	0	0
137	10001218	Water System Improvements - Fy 1967	20	208	3301	WATER PLANT	W Treatment	9/30/1967	34,602	0	34,602	0	0	0	0	0	0	0	0	0	0	0	0	0
138	10001219	Water System Improvements - Fy 1968	20	208	3301	WATER PLANT	W Treatment	9/30/1968	45,085	0	45,085	0	0	0	0	0	0	0	0	0	0	0	0	0
139	10001220	Water System Improvements - Fy 1969	20	208	3301	WATER PLANT	W Treatment	9/30/1969	56,867	0	56,867	0	0	0	0	0	0	0	0	0	0	0	0	0
140	10001221	Water System Improvements - Fy 1970	20	208	3301	WATER PLANT	W Treatment	9/30/1970	85,473	0	85,473	0	0	0	0	0	0	0	0	0	0	0	0	0
141	10001222	Water System Improvements - Fy 1971	20	208	3301	WATER PLANT	W Treatment	9/30/1971	90,436	0	90,436	0	0	0	0	0	0	0	0	0	0	0	0	0
142	10001223	Water System Improvements - Fy 1972	20	208	3301	WATER PLANT	W Treatment	9/30/1972	187,090	0	187,090	0	0	0	0	0	0	0	0	0	0	0	0	0
143	10001224	Water System Improvements - Fy 1973	20	208	3301	WATER PLANT	W Treatment	9/30/1973	454,892	0	454,892	0	0	0	0	0	0	0	0	0	0	0	0	0
144	10001225	Water System Improvements - Fy 1974	20	208	3301	WATER PLANT	W Treatment	9/30/1974	159,853	0	159,853	0	0	0	0	0	0	0	0	0	0	0	0	0
145	10001226	Water System Improvements - Fy 1975	20	208	3301	WATER PLANT	W Treatment	9/30/1975	976,731	0	976,731	0	0	0	0	0	0	0	0	0	0	0	0	0
146	10001227	Water System Improvements - Fy 1976	20	208	3301	WATER PLANT	W Treatment	9/30/1976	60,560	0	60,560	0	0	0	0	0	0	0	0	0	0	0	0	0
147	10001228	Water System Improvements - Fy 1977	20	208	3301	WATER PLANT	W Treatment	9/30/1977	137,134	0	137,134	0	0	0	0	0	0	0	0	0	0	0	0	0
148	10001229	Water System Improvements - Fy 1978	20	208	3301	WATER PLANT	W Treatment	9/30/1978	360,972	0	360,972	0	0	0	0	0	0	0	0	0	0	0	0	0
149	10001230	Water System Improvements - Fy 1979	20	208	3301	WATER PLANT	W Treatment	9/30/1979	1,561,226	0	1,561,226	0	0	0	0	0	0	0	0	0	0	0	0	0
150	10001231	Water System Improvements - Fy 1980	20	208	3301	WATER PLANT	W Treatment	9/30/1980	1,307,270	0	1,307,270	0	0	0	0	0	0	0	0	0	0	0	0	0
151	10001232	Water System Improvements - Fy 1981	20	208	3301	WATER PLANT	W Treatment	9/30/1981	1,384,979	0	1,384,979	0	0	0	0	0	0	0	0	0	0	0	0	0
152	10001233	Water System Improvements - Fy 1982	20	208	3301	WATER PLANT	W Treatment	9/30/1982	575,757	0	575,757	0	0	0	0	0	0	0	0	0	0	0	0	0
153	10001234	Water System Improvements - Fy 1983	20	208	3301	WATER PLANT	W Treatment	9/30/1983	427,320	0	427,320	0	0	0	0	0	0	0	0	0	0	0	0	0
154	10001235	Water System Improvements - Fy 1984	20	208	3301	WATER PLANT	W Treatment	9/30/1984	2,743,465	0	2,743,465	0	0	0	0	0	0	0	0	0	0	0	0	0
155	10001236	Water System Improvements - Fy 1985	20	208	3301	WATER PLANT	W Treatment	9/30/1985	180,518	0	180,518	0	0	0	0	0	0	0	0	0	0	0	0	0
156	10001237	Water System Improvements - Fy 1986	20	208	3301	WATER PLANT	W Treatment	9/30/1986	106,830	0	106,830	0	0	0	0	0	0	0	0	0	0	0	0	0
157	10001238	Water System Improvements - Fy 1987	20	208	3301	WATER PLANT	W Treatment	9/30/1987	2,730,071	0	2,730,071	0	0	0	0	0	0	0	0	0	0	0	0	0
158	10001239	Water System Improvements - Fy 1988	20	208	3301	WATER PLANT	W Treatment	9/30/1988	99,578	0	99,578	0	0	0	0	0	0	0	0	0	0	0	0	0
159	10001240	Water System Improvements - Fy 1989	20	208	3301	WATER PLANT	W Treatment	9/30/1989	178,841	0	178,841	0	0	0	0	0	0	0	0	0	0	0	0	0
160	10001241	Water System Improvements - Fy 1990	20	208	3301	WATER PLANT	W Treatment	9/30/1990	74,054	0	74,054	0	0	0	0	0	0	0	0	0	0	0	0	0
161	10001242	Water System Improvements - Fy 1991	20	208	3301	WATER PLANT	W Treatment	9/30/1991	1,886,068	0	1,886,068	0	0	0	0	0	0	0	0	0	0	0	0	0
162	10001243	Water System Improvements - Fy 1992	20	208	3301	WATER PLANT	W Treatment	9/30/1992	376,452	0	376,452	0	0	0	0	0	0	0	0	0	0	0	0	0
163	10001244	Water System Improvements - Fy 2000	20	208	3301	WATER PLANT	W Treatment	7/19/2000	105,380	0	105,380	0	0	0	0	0	0	0	0	0	0	0	0	0
164	10001245	Water System Improvements - Fy 1999	20	208	3301	WATER PLANT	W Treatment	9/30/1999	950,904	0	950,904	0	0	0	0	0	0	0	0	0	0	0	0	0
165	10001246	Water System Improvements - Fy 1995	20	208	3301	WATER PLANT	W Treatment	9/30/1995	291,605	0	291,605	0	0	0	0	0	0	0	0	0	0	0	0	0
166	10001247	Water System Improvements - Fy 1996	20	208	3301	WATER PLANT	W Treatment	9/30/1996	1,305,005	0	1,305,005	0	0	0	0	0	0	0	0	0	0	0	0	0
167	10001248	Water System Improvements - Fy 1997	20	208	3301	WATER PLANT	W Treatment	9/30/1997	833,888	0	833,888	0	0	0	0	0	0	0	0	0	0	0	0	0
168	10001249	Water System Improvements - Fy 1998	20	208	3301	WATER PLANT	W Treatment	9/30/1998	182,417	0	182,417	0	0	0	0	0	0	0	0	0	0	0	0	0
169	10001250	Water System Improvements - Fy 1960	20	208	3301	WATER PLANT	W Treatment	9/30/1960	74,768	0	74,768	0	0	0	0	0	0	0	0	0	0	0	0	0
170	10001251	Water System Improvements - Fy 1994 (Add	20	208	3301	WATER PLANT	W Treatment	9/30/1994	3,973,949	0	3,973,949	0	0	0	0	0	0	0	0	0	0	0	0	0
171	10001252	Water System Improvements - Fy 1993	20	208	3301	WATER PLANT	W Treatment	9/30/1993	1,393,476	0	1,393,476	0	0	0	0	0	0	0	0	0	0	0	0	0
172	10001253	Water System Improvements - Fy 1994	20	208	3301	WATER PLANT	W Treatment	9/30/1994	1,418,791	0	1,418,791	0	0	0	0	0	0	0	0	0	0	0	0	0
173	10001254	Water System Improvements - Fy 1991 (Add	20	208	3301	WATER PLANT	W Treatment	9/30/1991	932,694	0	932,694	0	0	0	0	0	0	0	0	0	0	0	0	0
174	10001255	Dedicated Water System - Base Asset	20	208	3301	WATER PLANT	W Treatment	9/30/1988	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
175	10001256	Dedicated Wtr - Beg Thru Fy 1988 - Audit	20	208	3301	WATER PLANT	W Treatment	9/30/1988	2,961,091	0	2,961,091	0	0	0	0	0	0	0	0	0	0	0	0	0
176	10001257	Dedicated Wtr - Hidden Hills - Fy 1989	20	208	3301	WATER PLANT	W T&D	9/30/1989	403,523	0	0	119,588	283,935	0	0	0	0	0	0	0	0	0	0	0
177	10001258	Dedicated Wtr - Volusia Cty/Cdbg - Fy 19	20	208	3301	WATER PLANT	W T&D	9/30/1989	22,905	0	0	6,788	16,117	0	0	0	0	0	0	0	0	0	0	0
178	10001259	Dedicated Wtr - Fy 1993 Totals	20	208	3301	WATER PLANT	W Treatment	9/30/1993	528,166	0	528,166	0	0	0	0	0	0	0	0	0	0	0	0	0
179	10001260	Dedicated Wtr - Fy 1995 Totals	20	208	3301	WATER PLANT	W Treatment	9/30/1995	143,943	0	143,943	0	0	0	0	0	0	0	0	0	0	0	0	0
180	10001261	Dedicated Wtr - Fy 1996 Totals	20	208	3301	WATER PLANT	W Treatment	9/30/1996	475,195	0	475,195	0	0	0	0	0	0	0	0	0	0	0	0	0
181	10001262	Dedicated Wtr - Fy 1999 Totals	20	208	3301	WATER PLANT	W Treatment	9/30/1999	334,621	0	334,621	0	0	0	0	0	0	0	0	0	0	0	0	0
182	10001263	Dedicated Wtr - Fy 1998 Totals	20	208	3301	WATER PLANT	W Treatment	9/30/1998	98,500	0	98,500	0	0	0	0	0	0	0	0	0	0	0	0	0
183	10001264	Dedicated Wtr - Fy 1997 Totals	20	208	3301	WATER PLANT	W Treatment	9/30/1997	327,231	0	327,231	0	0	0	0	0	0	0	0	0	0	0	0	0
184	10001265	Dedicated Wtr - Fy 2000 Totals	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2000	269,621	0	0	79,905	189,716	0	0	0	0	0	0	0	0	0	0	0
185	10001266	Dedicated Wtr - Halifax Medical Center -	20	208	3301	WATER PLANT	W T&D	9/30/1994	84,136	0	0	24,935	59,201	0	0	0	0	0	0	0	0	0	0	0
186	10001267	Dedicated Wtr - Halifax Medical Center -	20	208	3301	WATER PLANT	W T&D	9/30/1995	76,103	0	0	22,554	53,549	0	0	0	0	0	0	0	0	0	0	0
187	10001268	Dedicated Wtr - Hand Avenue Extension -	20	208	3301	WATER PLANT	W T&D	9/30/1994	318,113	0	0	94,276	223,837	0	0	0	0	0	0	0	0	0	0	0
188	10001269	Dedicated Wtr - Spring Meadows/Phase 1 -	20	208	3301	WATER PLANT	W T&D	9/30/1995	40,040	0	0	11,866	28,174	0	0	0	0	0	0	0	0	0	0	0
189	10001270	Dedicated Wtr - Southern Trace - Fy 1995	20	208	3301	WATER PLANT	W T&D	9/30/1995	27,800	0	0	8,239	19,561	0	0	0	0	0	0	0	0	0	0	0
190	10001271	Dedicated Wtr - Hand Avenue Extension -	20	208	3301	WATER PLANT	W T&D	9/30/1994	256,349	0	0	75,972	180,377	0	0	0	0	0	0	0	0	0	0	0
191	10001272	Dedicated Wtr - Calvary Assembly - Fy 19	20	208	3301	WATER PLANT	W T&D	9/30/1994	96,285	0	0	28,535	67,750	0	0	0	0	0	0	0	0	0	0	0
192	10001273	Dedicated Wtr - Wal-Mart - Fy 1994	20	208	3301	WATER PLANT	W T&D	9/30/1994	76,939	0	0	22,802	54,137	0	0	0	0	0	0	0	0	0	0	0
193	10001274	Dedicated Wtr - Wal-Mart/12"" Exten - F	20	208	3301	WATER PLANT	W T&D	9/30/1994	112,970	0	0	33,480	79,490	0	0	0	0	0	0	0	0	0	0	0
194	10001275	Dedicated Wtr - Orm Interchange Cmpx - F	20	208	3301	WATER PLANT	W T&D	9/30/1994	30,100	0	0	8,920	21,180	0	0	0	0	0	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
195	10001276	Dedicated Wtr - Breakaway Trails Plant -	20	208	3301	WATER PLANT	W Treatment	9/30/1990	40,208	0	40,208	0	0	0	0	0	0	0	0	0	0	0	0	0
196	10001277	Land Dedicated Wtr - Breakaway Trails Pl	70	701	3301	WATER PLANT	W Treatment	9/30/1990	124,650	0	124,650	0	0	0	0	0	0	0	0	0	0	0	0	0
197	10001278	Land Dedicated Wtr - Breakaway Trails -	70	701	3301	WATER PLANT	W Treatment	9/30/1990	3,300	0	3,300	0	0	0	0	0	0	0	0	0	0	0	0	0
198	10001279	Dedicated Wtr - Breakaway Trails - Fy 90	20	208	3301	WATER PLANT	W Treatment	9/30/1990	153,900	0	153,900	0	0	0	0	0	0	0	0	0	0	0	0	0
199	10001280	Dedicated Wtr - Breakaway Trails Wells -	20	208	3301	WATER PLANT	W Treatment	9/30/1990	58,426	0	58,426	0	0	0	0	0	0	0	0	0	0	0	0	0
200	10001281	Dedicated Wtr - Pine Trail School - Fy 9	20	208	3301	WATER PLANT	W T&D	9/30/1990	123,526	0	0	36,608	86,917	0	0	0	0	0	0	0	0	0	0	0
201	10001282	Dedicated Wtr - Shadow Crossings - Fy 91	20	208	3301	WATER PLANT	W T&D	9/30/1991	114,187	0	0	33,841	80,346	0	0	0	0	0	0	0	0	0	0	0
202	10001283	Dedicated Wtr - Pine Trails Phase I - Fy	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/1992	23,791	0	0	7,051	16,740	0	0	0	0	0	0	0	0	0	0	0
203	10001284	Dedicated Wtr - Breakaway Trails Ph Iii	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/1992	114,726	0	0	34,000	80,726	0	0	0	0	0	0	0	0	0	0	0
204	10001285	Dedicated Wtr - Broadwater Subdivision-9	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/1992	63,650	0	0	18,863	44,787	0	0	0	0	0	0	0	0	0	0	0
205	10001286	Dedicated Wtr - Coquina Point - Fy 1992	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/1992	83,790	0	0	24,832	58,958	0	0	0	0	0	0	0	0	0	0	0
206	10001287	Dedicated Wtr - Addt'L Water Lines Fy 19	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/1992	97,240	0	0	28,818	68,422	0	0	0	0	0	0	0	0	0	0	0
207	10001288	Dedicated Wtr - Pine Trails Ph Iii - Fy	20	208	3302	WATER DISTRIBUTION	W T&D	11/20/2000	29,450	0	0	8,728	20,722	0	0	0	0	0	0	0	0	0	0	0
208	10001289	Dedicated Wtr - Ormond Lakes Unit Ix - F	20	208	3302	WATER DISTRIBUTION	W T&D	1/15/2001	69,445	0	0	20,581	48,864	0	0	0	0	0	0	0	0	0	0	0
209	10001290	Dedicated Wtr - Breakaway Trls Ph Iii -	20	208	3302	WATER DISTRIBUTION	W T&D	4/20/2001	37,670	0	0	11,164	26,506	0	0	0	0	0	0	0	0	0	0	0
210	10001291	Dedicated Wtr - Publix @ Holly Hill - Fy	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2002	65,000	0	0	19,263	45,737	0	0	0	0	0	0	0	0	0	0	0
211	10001292	Dedicated Wtr - Avalon-Marlin Dr/On Aia	20	208	3302	WATER DISTRIBUTION	W T&D	8/24/2001	16,780	0	0	4,973	11,807	0	0	0	0	0	0	0	0	0	0	0
212	10001293	Dedicated Wtr - Ormond Lakes Unit Xb - F	20	208	3302	WATER DISTRIBUTION	W T&D	9/1/2001	18,214	0	0	5,398	12,816	0	0	0	0	0	0	0	0	0	0	0
213	10001294	Dedicated Wtr - Latulippe Office/Pearl D	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2002	25,000	0	0	7,409	17,591	0	0	0	0	0	0	0	0	0	0	0
214	10001295	Dedicated Wtr - Ormond Lakes Unit Xii -	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2002	195,568	0	0	57,959	137,609	0	0	0	0	0	0	0	0	0	0	0
215	10001296	Dedicated Wtr - Briargate Ph 1 & 2 - Fy	20	208	3302	WATER DISTRIBUTION	W T&D	7/26/2005	114,392	0	0	33,901	80,491	0	0	0	0	0	0	0	0	0	0	0
216	10001297	Dedicated Wtr - Creekside - Fy 2005	20	208	3302	WATER DISTRIBUTION	W T&D	8/15/2005	99,020	0	0	29,346	69,674	0	0	0	0	0	0	0	0	0	0	0
217	10001298	Dedicated Wtr - Tuscanny Shoppes - Fy 20	20	208	3302	WATER DISTRIBUTION	W T&D	7/6/2005	500	0	0	148	352	0	0	0	0	0	0	0	0	0	0	0
218	10001299	Dedicated Wtr - Ormond Ace - Fy 2005	20	208	3302	WATER DISTRIBUTION	W T&D	9/27/2005	800	0	0	237	563	0	0	0	0	0	0	0	0	0	0	0
219	10001300	Dedicated Wtr - Harley Davidson Cmplx -	20	208	3302	WATER DISTRIBUTION	W T&D	8/31/2005	103,660	0	0	30,721	72,939	0	0	0	0	0	0	0	0	0	0	0
220	10001301	Dedicated Wtr - Med Center-Hand/Clyde -	20	208	3302	WATER DISTRIBUTION	W T&D	5/25/2005	24,850	0	0	7,365	17,485	0	0	0	0	0	0	0	0	0	0	0
221	10001302	Dedicated Wtr - Capriana Condo - Aia - F	20	208	3302	WATER DISTRIBUTION	W T&D	7/3/2006	2,700	0	0	800	1,900	0	0	0	0	0	0	0	0	0	0	0
222	10001303	Dedicated Wtr - Calvary Chapel - Fy 06	20	208	3302	WATER DISTRIBUTION	W T&D	5/31/2006	4,000	0	0	1,185	2,815	0	0	0	0	0	0	0	0	0	0	0
223	10001304	Dedicated Wtr - Broken Spoke - N Us 1 -	20	208	3302	WATER DISTRIBUTION	W T&D	2/14/2006	3,700	0	0	1,097	2,603	0	0	0	0	0	0	0	0	0	0	0
224	10001305	Dedicated Wtr - Hunter Ridge - Flglr Cty	20	208	3302	WATER DISTRIBUTION	W T&D	1/30/2006	3,400	0	0	1,008	2,392	0	0	0	0	0	0	0	0	0	0	0
225	10001306	Dedicated Wtr - Chelsea Place - Ph 1/2 -	20	208	3302	WATER DISTRIBUTION	W T&D	3/2/2006	352,700	0	0	104,526	248,174	0	0	0	0	0	0	0	0	0	0	0
226	10001307	Dedicated Wtr - Tuscany Sub - Fy 07	20	208	3302	WATER DISTRIBUTION	W T&D	11/16/2006	132,644	0	0	39,310	93,334	0	0	0	0	0	0	0	0	0	0	0
227	10001308	Dedicated Wtr - 1425 Hand Ave Ctre - Fy	20	208	3302	WATER DISTRIBUTION	W T&D	1/2/2007	7,600	0	0	2,252	5,348	0	0	0	0	0	0	0	0	0	0	0
228	10001309	Dedicated Wtr - Fun Coast Medical - Fy 0	20	208	3302	WATER DISTRIBUTION	W T&D	11/30/2006	10,120	0	0	2,999	7,121	0	0	0	0	0	0	0	0	0	0	0
229	10001310	Dedicated Wtr - Tatto Tavern - N Us 1 -	20	208	3302	WATER DISTRIBUTION	W T&D	3/6/2007	7,760	0	0	2,300	5,460	0	0	0	0	0	0	0	0	0	0	0
230	10001311	Dedicated Wtr - Saddle Jacks - Us 1 - Fy	20	208	3302	WATER DISTRIBUTION	W T&D	8/16/2007	11,460	0	0	3,396	8,064	0	0	0	0	0	0	0	0	0	0	0
231	10001312	Dedicated Wtr - Majik Market - N Yonge S	20	208	3302	WATER DISTRIBUTION	W T&D	8/24/2007	1,170	0	0	347	823	0	0	0	0	0	0	0	0	0	0	0
232	10001313	Dedicated Wtr - Tomoka Landing - Fy 07	20	208	3302	WATER DISTRIBUTION	W T&D	8/24/2007	4,440	0	0	1,316	3,124	0	0	0	0	0	0	0	0	0	0	0
233	10001314	Dedicated Wtr - Destination Daytona/Ph 2	20	208	3302	WATER DISTRIBUTION	W T&D	10/23/2006	127,905	0	0	37,906	89,999	0	0	0	0	0	0	0	0	0	0	0
234	10001315	Dedicated Wtr - Westland Village - Fy 07	20	208	3302	WATER DISTRIBUTION	W T&D	10/1/2006	166,034	0	0	49,206	116,828	0	0	0	0	0	0	0	0	0	0	0
235	10001316	Dedicated Wtr - Deer Creek/Ph 1&2 - Fy 0	20	208	3302	WATER DISTRIBUTION	W T&D	8/17/2007	490,370	0	0	145,326	345,044	0	0	0	0	0	0	0	0	0	0	0
236	10001317	Dedicated Wtr - Progressive Bus Park - F	20	208	3302	WATER DISTRIBUTION	W T&D	6/27/2007	8,000	0	0	2,371	5,629	0	0	0	0	0	0	0	0	0	0	0
237	10001318	Dedicated Wtr - Capital Plaza/Ph 1 - Fy	20	208	3302	WATER DISTRIBUTION	W T&D	1/5/2007	25,680	0	0	7,611	18,069	0	0	0	0	0	0	0	0	0	0	0
238	10001319	Dedicated Wtr - East Coast Comm Bank - F	20	208	3302	WATER DISTRIBUTION	W T&D	10/10/2007	1,100	0	0	326	774	0	0	0	0	0	0	0	0	0	0	0
239	10001320	Dedicated Wtr - Capri Drive - Fy 07	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2007	103,950	0	0	30,807	73,143	0	0	0	0	0	0	0	0	0	0	0
240	10001321	Dedicated Wtr - Ormond Lakes/Unit Iiib -	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2004	73,350	0	0	21,738	51,612	0	0	0	0	0	0	0	0	0	0	0
241	10001322	Dedicated Wtr - Saddlers Run Ph Iii - Fy	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2004	31,400	0	0	9,306	22,094	0	0	0	0	0	0	0	0	0	0	0
242	10001323	Dedicated Wtr - Ormond Lakes Unit 8 - Fy	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2004	69,000	0	0	20,449	48,551	0	0	0	0	0	0	0	0	0	0	0
243	10001324	Dedicated Wtr - Breakaway Trl Iii/2B - F	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2004	42,198	0	0	12,506	29,692	0	0	0	0	0	0	0	0	0	0	0
244	10001325	Dedicated Wtr - Southern Pines/Unit Iii	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2004	82,043	0	0	24,314	57,729	0	0	0	0	0	0	0	0	0	0	0
245	10001326	Dedicated Wtr - Mirror Lake Medical - Fy	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2004	9,250	0	0	2,741	6,509	0	0	0	0	0	0	0	0	0	0	0
246	10001327	Dedicated Wtr - Oak Point - Fy 04	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2004	3,750	0	0	1,111	2,639	0	0	0	0	0	0	0	0	0	0	0
247	10001328	Dedicated Wtr - Gardens Business Ctr - F	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2004	32,550	0	0	9,647	22,903	0	0	0	0	0	0	0	0	0	0	0
248	10001329	Dedicated Wtr - Tymber Crossings/Ph 1 -	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2003	73,350	0	0	21,738	51,612	0	0	0	0	0	0	0	0	0	0	0
249	10001330	Dedicated Wtr - Ormond Lakes/Unit 3 - Fy	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2003	35,470	0	0	10,512	24,958	0	0	0	0	0	0	0	0	0	0	0
250	10001331	Dedicated Wtr - Ormond Lakes/Unit Ii - F	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2003	66,450	0	0	19,693	46,757	0	0	0	0	0	0	0	0	0	0	0
251	10001332	Dedicated Wtr - Tymber Crossings/Ph 2 -	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2003	3,720	0	0	1,102	2,618	0	0	0	0	0	0	0	0	0	0	0
252	10001333	Dedicated Wtr - Certified Screen - Fy 03	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2003	2,200	0	0	652	1,548	0	0	0	0	0	0	0	0	0	0	0
253	10001334	Dedicated Wtr - Philopatyr - Fy 03	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2003	6,000	0	0	1,778	4,222	0	0	0	0	0	0	0	0	0	0	0
254	10001335	Dedicated Wtr - Med Ctr/Clyde Morris - F	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2003	200	0	0	59	141	0	0	0	0	0	0	0	0	0	0	0
255	10001336	Dedicated Wtr - Med Ctr/Clyde Morris - F	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2003	200	0	0	59	141	0	0	0	0	0	0	0	0	0	0	0
256	10001337	Dedicated Wtr - Southland Road - Fy 06	20	208	3302	WATER DISTRIBUTION	W T&D	7/26/2006	5,900	0	0	1,749	4,151	0	0	0	0	0	0	0	0	0	0	0
257	10001338	Dedicated Wtr - Breakaway Trl Iii/2C - F	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2004	76,783	0	0	22,755	54,028	0	0	0	0	0	0	0	0	0	0	0
258	10001339	Dedicated Wtr - Deer Creek Ph Iii - Fy 0	20	208	3302	WATER DISTRIBUTION	W T&D	7/9/2008	270,147	0	0	80,061	190,086	0	0	0	0	0	0	0	0	0	0	0
259	10001340	Dedicated Wtr - Verona Villas - Fy 08	20	208	3302	WATER DISTRIBUTION	W T&D	12/3/2007	91,772	0	0	27,198	64,574	0	0	0	0	0	0	0	0	0	0	0
260	10001341	Dedicated Wtr - Broadcast Team - Fy 08	20	208	3302	WATER DISTRIBUTION	GENERAL	7/16/2008	3,500	0	0	0	0	0	0	0	0	0	0	0	0	0	3,500	0
261	10001342	Dedicated Wtr - Coquina Presbterian Chur	20	208	3302	WATER DISTRIBUTION	W T&D	8/1/2008	200	0	0	59	141	0	0	0	0	0	0	0	0	0	0	0
262	10001343	Dedicated Wtr - Best Value Inn - Fy 08	20	208	3302	WATER DISTRIBUTION	W T&D	1/17/2008	918	0	0	272	646	0	0	0	0	0	0	0	0	0	0	0
263	10001344	Dedicated Wastewater System - Base Asset	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1988	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
264	10001345	Dedicated Ww - Beg Thru Fy 1988	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1988	2,961,091	0	0	0	0	0	0	0	1,181,725	1,779,366	0	0	0	0	0	0
265	10001346	Dedicated Ww - Breakaway/Ph I/Ii - Fy 19	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1990	102,600	0	0	0	0	0	0	0	40,946	61,654	0	0	0	0	0	0
266	10001347	Dedicated Ww - Shadow Xings - Fy 1991	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1991	76,223	0	0	0	0	0	0	0	30,419	45,803	0	0	0	0	0	0
267	10001348	Dedicated Ww - Coquina Point - Fy 1992	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1992	101,041	0	0	0	0	0	0	0	40,324	60,717	0	0	0	0	0	0
268	10001349	Dedicated Ww - Pine Trails/Phase I - Fy	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1992	25,484	0	0	0	0	0	0	0	10,170	15,314	0	0	0	0	0	0
269	10001350	Dedicated Ww - Breakaway/Phase Iii - Fy	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1992	66,282	0	0	0	0	0	0	0	26,452	39,830	0	0	0	0	0	0
270	10001351	Dedicated Ww - Us 1 North Mainland - Fy	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1992	280,697	0	0	0	0	0	0	0	112,022	168,675	0	0	0	0	0	0
271	10001352	Dedicated Ww - Fy 1993	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1993	450,359	0	0	0	0	0	0	0	179,731	270,628	0	0	0	0	0	0
272	10001353	Dedicated Ww - Fy 1995	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1995	224,322	0	0	0	0	0	0	0	89,523	134,799	0	0	0	0	0	0
273	10001354	Dedicated Ww - Fy 1996	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1996	741,429	0	0	0	0	0	0	0	295,893	445,536	0	0	0	0	0	0
274	10001355	Dedicated Ww - Fy 1997	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1997	510,825	0	0	0	0	0	0	0	203,862	306,963	0	0	0	0	0	0
275	10001356	Dedicated Ww - Fy 1998	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1998	108,571	0	0	0	0	0	0	0	43,329	65,242	0	0	0	0	0	0
276	10001357	Dedicated Ww - Fy 1999	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1999	334,621	0	0	0	0	0	0	0	133,542	201,079	0	0	0	0	0	0
277	10001358	Dedicated Ww - Fy 2000	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2000	297,545	0	0	0	0	0	0	0	118,746	178,799	0	0	0	0	0	0
278	10001359	Dedicated Ww - Calvary Assembly - Fy 199	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1994	86,441	0	0	0	0	0	0	0	34,497	51,943	0	0	0	0	0	0
279	10001360	Dedicated Ww - Ormond Lakes Unit Xii - F	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2002	96,325	0	0	0	0	0	0	0	38,442	57,883	0	0	0	0	0	0
280	10001361	Dedicated Ww - Halifax Med Ctr - Fy 1995	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1995	87,074	0	0	0	0	0	0	0	34,750	52,324	0	0	0	0	0	0
281	10001362	Dedicated Ww - Halifax Med Ctr - Fy 1994	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1994	8,921	0	0	0	0	0	0	0	3,560	5,361	0	0	0	0	0	0
282	10001363	Dedicated Ww - Orm Interchg Cmplx - Fy 1	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1994	58,300	0	0	0	0	0	0	0	23,267	35,033	0	0	0	0	0	0
283	10001364	Dedicated Ww - Hand Avenue Ext - Fy 1994	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1994	143,339	0	0	0	0	0	0	0	57,205	86,135	0	0	0	0	0	0
284	10001365	Dedicated Ww - Spring Meadows/Ph 1 - Fy	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1995	108,053	0	0	0	0	0	0	0	43,122	64,931	0	0	0	0	0	0
285	10001366	Dedicated Ww - Southern Trace - Fy 1995	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1995	29,195	0	0	0	0	0	0	0	11,651	17,544	0	0	0	0	0	0
286	10001367	Dedicated Ww - Pine Trail School - Fy 19	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1990	111,906	0	0	0	0	0	0	0	44,660	67,246	0	0	0	0	0	0
287	10001368	Dedicated Ww - Breakaway Tr Plant - Fy 1	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1990	182,929	0	0	0	0	0	0	0	73,004	109,925	0	0	0	0	0	0
288	10001369	Land Dedicated Ww - Breakaway Trails - F	70	701	3501	WASTERWATER PLANT	WW T&C	9/30/1990	60,000	0	0	0	0	0	0	0	23,945	36,055	0	0	0	0	0	0
289	10001370	Dedicated Ww - Breakaway Tr Storage - Fy	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/1990	417,858	0	0	0	0	0	0	0	166,761	251,097	0	0	0	0	0	0
290	10001371	Dedicated Ww - Addt'L Lines - Fy 1992	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/1992	97,240	0	0	0	0	0	0	0	38,807	58,433	0	0	0	0	0	0
291	10001372	Dedicated Ww - Shadow Xings - Fy 1991	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/1991	45,024	0	0	0	0	0	0	0	17,968	27,056	0	0	0	0	0	0
292	10001373	Dedicated Ww - Shadow Xings - Fy 1991	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/1991	34,990	0	0	0	0	0	0	0	13,964	21,026	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
293	10001374	Dedicated Ww - Breakaway Tr Ph Iii - Fy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/20/2001	51,964	0	0	0	0	0	0	0	20,738	31,226	0	0	0	0	0	0
294	10001375	Dedicated Ww - Pine Trails Ph Iii - Fy 2	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/20/2000	32,140	0	0	0	0	0	0	0	12,827	19,313	0	0	0	0	0	0
295	10001376	Dedicated Ww - Ormond Lakes Unit Ix - Fy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/15/2001	75,245	0	0	0	0	0	0	0	30,029	45,216	0	0	0	0	0	0
296	10001377	Dedicated Ww - Ormond Lakes Unit Ix - Fy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/1/2001	35,927	0	0	0	0	0	0	0	14,338	21,589	0	0	0	0	0	0
297	10001378	Dedicated Ww - Briargate/Ph 1 & 2 - Fy 2	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/26/2005	86,900	0	0	0	0	0	0	0	34,680	52,220	0	0	0	0	0	0
298	10001379	Dedicated Ww - Briargate/Ph 1 & 2 - Fy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/26/2005	32,600	0	0	0	0	0	0	0	13,010	19,590	0	0	0	0	0	0
299	10001380	Dedicated Ww - Creekside - Fy 2005	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/15/2005	99,000	0	0	0	0	0	0	0	39,509	59,491	0	0	0	0	0	0
300	10001381	Dedicated Ww - Creekside - Fy 2005	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/15/2005	8,858	0	0	0	0	0	0	0	3,535	5,323	0	0	0	0	0	0
301	10001382	Dedicated Ww - Creekside - Fy 2005	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/15/2005	41,000	0	0	0	0	0	0	0	16,362	24,638	0	0	0	0	0	0
302	10001383	Dedicated Ww - Creekside - Fy 2005	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/15/2005	75,819	0	0	0	0	0	0	0	30,258	45,561	0	0	0	0	0	0
303	10001384	Dedicated Ww - Ormond Ace - Fy 2005	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/27/2005	15,000	0	0	0	0	0	0	0	5,986	9,014	0	0	0	0	0	0
304	10001385	Dedicated Ww - Bus Ctr/Addison-Destiny -	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/15/2005	16,050	0	0	0	0	0	0	0	6,405	9,645	0	0	0	0	0	0
305	10001386	Dedicated Ww - Tomoka Crk Plaza - Fy 200	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/27/2005	2,200	0	0	0	0	0	0	0	878	1,322	0	0	0	0	0	0
306	10001387	Dedicated Ww - Harley Davidson - Fy 2005	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/31/2005	99,900	0	0	0	0	0	0	0	39,869	60,031	0	0	0	0	0	0
307	10001388	Dedicated Ww - Harley Davidson - Fy 2005	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/31/2005	25,500	0	0	0	0	0	0	0	10,177	15,323	0	0	0	0	0	0
308	10001389	Dedicated Ww - Harley Davidson - Fy 2005	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/31/2005	101,780	0	0	0	0	0	0	0	40,619	61,161	0	0	0	0	0	0
309	10001390	Dedicated Ww - Harley Davidson - Fy 2005	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/31/2005	47,500	0	0	0	0	0	0	0	18,957	28,543	0	0	0	0	0	0
310	10001391	Dedicated Ww - Tymber Xings/Ph 1 - Fy 20	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2003	34,880	0	0	0	0	0	0	0	13,920	20,960	0	0	0	0	0	0
311	10001392	Dedicated Ww - Orm Lakes/Unit 3 - Fy 200	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2003	45,300	0	0	0	0	0	0	0	18,079	27,221	0	0	0	0	0	0
312	10001393	Dedicated Ww - Orm Lakes/Unit Ii - Fy 20	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2003	84,550	0	0	0	0	0	0	0	33,743	50,807	0	0	0	0	0	0
313	10001394	Dedicated Ww - Tymber Xings/Ph 2 - Fy 20	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2003	44,520	0	0	0	0	0	0	0	17,767	26,753	0	0	0	0	0	0
314	10001395	Dedicated Ww - Philopatyr - Fy 2003	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2003	5,120	0	0	0	0	0	0	0	2,043	3,077	0	0	0	0	0	0
315	10001396	Dedicated Ww - Med Ctr/Clyde Morris - Fy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2003	2,300	0	0	0	0	0	0	0	918	1,382	0	0	0	0	0	0
316	10001397	Dedicated Ww - Orm Lakes Unit Iii-B - Fy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2004	34,880	0	0	0	0	0	0	0	13,920	20,960	0	0	0	0	0	0
317	10001398	Dedicated Ww - Saddlers Run/Ph Iii - Fy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2004	12,647	0	0	0	0	0	0	0	5,047	7,600	0	0	0	0	0	0
318	10001399	Dedicated Ww - Ormond Lakes/Unit 8 - Fy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2004	100,310	0	0	0	0	0	0	0	40,032	60,278	0	0	0	0	0	0
319	10001400	Dedicated Ww - Breakaway Tr Iii/2B - Fy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2004	36,624	0	0	0	0	0	0	0	14,616	22,008	0	0	0	0	0	0
320	10001401	Dedicated Ww - Breakaway Tr Iii/2C - Fy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2004	48,561	0	0	0	0	0	0	0	19,380	29,181	0	0	0	0	0	0
321	10001402	Dedicated Ww - Southern Pines/Unit Iii -	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2004	133,331	0	0	0	0	0	0	0	53,210	80,121	0	0	0	0	0	0
322	10001403	Dedicated Ww - Mirror Lake Medical - Fy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2004	14,550	0	0	0	0	0	0	0	5,807	8,743	0	0	0	0	0	0
323	10001404	Dedicated Ww - Oak Point - Fy 2004	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2004	3,750	0	0	0	0	0	0	0	1,497	2,253	0	0	0	0	0	0
324	10001405	Dedicated Ww - Seminole Center - Fy 2004	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2004	54,500	0	0	0	0	0	0	0	21,750	32,750	0	0	0	0	0	0
325	10001406	Dedicated Ww - Gardens Business Center -	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2004	16,190	0	0	0	0	0	0	0	6,461	9,729	0	0	0	0	0	0
326	10001407	Dedicated Ww - Caprina Condo - Fy 2006	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2006	366,859	0	0	0	0	0	0	0	146,408	220,451	0	0	0	0	0	0
327	10001408	Dedicated Ww - Winchester Manor - Fy 200	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/31/2006	1,800	0	0	0	0	0	0	0	718	1,082	0	0	0	0	0	0
328	10001409	Dedicated Ww - Calvary Chapel (Us 1) - F	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/31/2006	4,000	0	0	0	0	0	0	0	1,596	2,404	0	0	0	0	0	0
329	10001410	Dedicated Ww - Broken Spoke (Us 1) - Fy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	2/14/2006	2,300	0	0	0	0	0	0	0	918	1,382	0	0	0	0	0	0
330	10001411	Dedicated Ww - Wilmette Professional Ctr	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/26/2006	1,000	0	0	0	0	0	0	0	399	601	0	0	0	0	0	0
331	10001412	Dedicated Ww - Surfside Condo - Fy 2006	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/23/2006	1,800	0	0	0	0	0	0	0	718	1,082	0	0	0	0	0	0
332	10001413	Dedicated Ww - Nova Shoppes - Fy 2006	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/31/2006	9,600	0	0	0	0	0	0	0	3,831	5,769	0	0	0	0	0	0
333	10001414	Dedicated Ww - Chelsea Place Ph 1 & 2 -	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/2/2006	599,900	0	0	0	0	0	0	0	239,411	360,489	0	0	0	0	0	0
334	10001415	Dedicated Ww - Tuscany Sub (Il Villago)	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/16/2006	420,430	0	0	0	0	0	0	0	167,787	252,643	0	0	0	0	0	0
335	10001416	Dedicated Ww - Fun Coast Medical - Fy 20	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/30/2006	280	0	0	0	0	0	0	0	112	168	0	0	0	0	0	0
336	10001417	Dedicated Ww - Tattoo Tavern - Fy 2007	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/6/2007	4,150	0	0	0	0	0	0	0	1,656	2,494	0	0	0	0	0	0
337	10001418	Dedicated Ww - Saddle Jacks(Us 1) - Fy 2	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/16/2007	4,275	0	0	0	0	0	0	0	1,706	2,569	0	0	0	0	0	0
338	10001419	Dedicated Ww - Tomoka Landing - Fy 2007	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/24/2007	3,600	0	0	0	0	0	0	0	1,437	2,163	0	0	0	0	0	0
339	10001420	Dedicated Ww - Destination Daytona/Ph 2	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/23/2006	64,760	0	0	0	0	0	0	0	25,845	38,915	0	0	0	0	0	0
340	10001421	Dedicated Ww - Westland Village Sub - Fy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2006	55,295	0	0	0	0	0	0	0	22,067	33,228	0	0	0	0	0	0
341	10001422	Dedicated Ww - Deer Creek Ph 1 & 2 - Fy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/17/2007	764,807	0	0	0	0	0	0	0	305,223	459,584	0	0	0	0	0	0
342	10001423	Dedicated Ww - Progressive Bus Pk - Fy 2	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/27/2007	36,800	0	0	0	0	0	0	0	14,686	22,114	0	0	0	0	0	0
343	10001424	Dedicated Ww - Orm Commerce Park - Fy 20	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/16/2006	7,560	0	0	0	0	0	0	0	3,017	4,543	0	0	0	0	0	0
344	10001425	Dedicated Ww - Walgreens (2001 W Grnda)	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/2/2007	1,160	0	0	0	0	0	0	0	463	697	0	0	0	0	0	0
345	10001426	Dedicated Ww - Tiffany Condo - Fy 2007	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/29/2007	1,016	0	0	0	0	0	0	0	405	611	0	0	0	0	0	0
346	10001427	Dedicated Ww - Spanish Waters - Fy 2007	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/23/2007	489,485	0	0	0	0	0	0	0	195,346	294,139	0	0	0	0	0	0
347	10001428	Dedicated Ww - East Coast Comm Bank - Fy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/10/2007	10,320	0	0	0	0	0	0	0	4,119	6,201	0	0	0	0	0	0
348	10001429	Dedicated Ww - Deer Creek Phase Iii - Fy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/9/2008	209,270	0	0	0	0	0	0	0	83,516	125,754	0	0	0	0	0	0
349	10001430	Dedicated Ww - Verona Villas - Fy 2008	20	209	3502	WW COLLECTION AND REUSE	WW T&C	12/3/2007	131,896	0	0	0	0	0	0	0	52,638	79,258	0	0	0	0	0	0
350	10001431	Dedicated Ww - Ormondy Condos - Fy 2008	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/2/2008	252	0	0	0	0	0	0	0	101	151	0	0	0	0	0	0
351	10001432	Ww Wastewater System Improvements - Base	20	209	3501	WASTERWATER PLANT	WW Treatment	10/1/1959	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
352	10001433	Wastewater System Improvements - Fy 1959	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1959	13,766	0	0	0	0	0	0	0	13,766	0	0	0	0	0	0	0	0
353	10001434	Wastewater System Improvements - Fy 1960	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1960	19,332	0	0	0	0	0	0	0	19,332	0	0	0	0	0	0	0	0
354	10001435	Wastewater System Improvements - Fy 1962	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1962	490	0	0	0	0	0	0	0	490	0	0	0	0	0	0	0	0
355	10001436	Wastewater System Improvements - Fy 1963	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1963	2,213,258	0	0	0	0	0	0	0	2,213,258	0	0	0	0	0	0	0	0
356	10001437	Wastewater System Improvements - Fy 1964	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1964	612,818	0	0	0	0	0	0	0	612,818	0	0	0	0	0	0	0	0
357	10001438	Wastewater System Improvements - Fy 1965	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1965	41,773	0	0	0	0	0	0	0	41,773	0	0	0	0	0	0	0	0
358	10001439	Wastewater System Improvements - Fy 1966	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1966	10,558	0	0	0	0	0	0	0	10,558	0	0	0	0	0	0	0	0
359	10001440	Wastewater System Improvements - Fy 1967	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1967	32,030	0	0	0	0	0	0	0	32,030	0	0	0	0	0	0	0	0
360	10001441	Wastewater System Improvements - Fy 1968	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1968	5,344	0	0	0	0	0	0	0	5,344	0	0	0	0	0	0	0	0
361	10001442	Wastewater System Improvements - Fy 1969	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1969	5,925	0	0	0	0	0	0	0	5,925	0	0	0	0	0	0	0	0
362	10001443	Wastewater System Improvements - Fy 1970	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1970	17,744	0	0	0	0	0	0	0	17,744	0	0	0	0	0	0	0	0
363	10001444	Wastewater System Improvements - Fy 1971	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1971	63,046	0	0	0	0	0	0	0	63,046	0	0	0	0	0	0	0	0
364	10001445	Wastewater System Improvements - Fy 1972	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1972	15,479	0	0	0	0	0	0	0	15,479	0	0	0	0	0	0	0	0
365	10001446	Wastewater System Improvements - Fy 1973	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1973	24,414	0	0	0	0	0	0	0	24,414	0	0	0	0	0	0	0	0
366	10001447	Wastewater System Improvements - Fy 1974	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1974	37,704	0	0	0	0	0	0	0	37,704	0	0	0	0	0	0	0	0
367	10001448	Wastewater System Improvements - Fy 1975	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1975	4,791,385	0	0	0	0	0	0	0	4,791,385	0	0	0	0	0	0	0	0
368	10001449	Wastewater System Improvements - Fy 1976	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1976	450,505	0	0	0	0	0	0	0	450,505	0	0	0	0	0	0	0	0
369	10001450	Wastewater System Improvements - Fy 1977	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1977	20,231	0	0	0	0	0	0	0	20,231	0	0	0	0	0	0	0	0
370	10001451	Wastewater System Improvements - Fy 1978	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1978	258,665	0	0	0	0	0	0	0	258,665	0	0	0	0	0	0	0	0
371	10001452	Wastewater System Improvements - Fy 1979	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1979	369,409	0	0	0	0	0	0	0	369,409	0	0	0	0	0	0	0	0
372	10001453	Wastewater System Improvements - Fy 1980	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1980	1,231,977	0	0	0	0	0	0	0	1,231,977	0	0	0	0	0	0	0	0
373	10001454	Wastewater System Improvements - Fy 1981	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1981	954,566	0	0	0	0	0	0	0	954,566	0	0	0	0	0	0	0	0
374	10001455	Wastewater System Improvements - Fy 1982	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1982	573,977	0	0	0	0	0	0	0	573,977	0	0	0	0	0	0	0	0
375	10001456	Wastewater System Improvements - Fy 1983	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1983	338,917	0	0	0	0	0	0	0	338,917	0	0	0	0	0	0	0	0
376	10001457	Wastewater System Improvements - Fy 1984	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1984	28,362	0	0	0	0	0	0	0	28,362	0	0	0	0	0	0	0	0
377	10001458	Wastewater System Improvements - Fy 1985	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1985	182,867	0	0	0	0	0	0	0	182,867	0	0	0	0	0	0	0	0
378	10001459	Wastewater System Improvements - Fy 1986	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1986	1,047,314	0	0	0	0	0	0	0	1,047,314	0	0	0	0	0	0	0	0
379	10001460	Wastewater System Improvements - Fy 1987	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1987	35,196	0	0	0	0	0	0	0	35,196	0	0	0	0	0	0	0	0
380	10001461	Wastewater System Improvements - Fy 1988	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1988	46,689	0	0	0	0	0	0	0	46,689	0	0	0	0	0	0	0	0
381	10001462	Wastewater System Improvements - Fy 1989	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1989	948,596	0	0	0	0	0	0	0	948,596	0	0	0	0	0	0	0	0
382	10001463	Wastewater System Improvements - Fy 1990	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1990	35,445	0	0	0	0	0	0	0	35,445	0	0	0	0	0	0	0	0
383	10001464	Wastewater System Improvements - Fy 1991	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1991	715,588	0	0	0	0	0	0	0	715,588	0	0	0	0	0	0	0	0
384	10001465	Wastewater System Improvements - Fy 1992	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1992	13,041,796	0	0	0	0	0	0	0	13,041,796	0	0	0	0	0	0	0	0
385	10001466	Wastewater System Improvements - Fy 1999	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1999	890,073	0	0	0	0	0	0	0	890,073	0	0	0	0	0	0	0	0
386	10001467	Wastewater System Improvements - Fy 1995	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1995	140,014	0	0	0	0	0	0	0	140,014	0	0	0	0	0	0	0	0
387	10001468	Wastewater System Improvements - Fy 1996	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1996	2,643,435	0	0	0	0	0	0	0	2,643,435	0	0	0	0	0	0	0	0
388	10001469	Wastewater System Improvements - Fy 1997	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1997	1,489,505	0	0	0	0	0	0	0	1,489,505	0	0	0	0	0	0	0	0
389	10001470	Wastewater System Improvements - Fy 1998	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1998	512,684	0	0	0	0	0	0	0	512,684	0	0	0	0	0	0	0	0
390	10001471	Wastewater System Improvements - Fy 1994	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1994	3,973,949	0	0	0	0	0	0	0	3,973,949	0	0	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
391	10001472	Wastewater System Improvements - Fy 1994	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1994	580,269	0	0	0	0	0	0	580,269	0	0	0	0	0	0	0	0
392	10001473	Wastewater System Improvements - Fy 1993	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1993	1,393,476	0	0	0	0	0	0	1,393,476	0	0	0	0	0	0	0	0
393	10001474	Wastewater System Improvements - Fy 1991	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1991	714,039	0	0	0	0	0	0	714,039	0	0	0	0	0	0	0	0
394	10001475	Ww Hcharlie Damage Neptune Ave-A1A Sewer	20	209	3501	WASTERWATER PLANT	WW Treatment	9/24/2004	23,250	0	0	0	0	0	0	23,250	0	0	0	0	0	0	0	0
395	10001476	Wastewater System Improvements - Fy 1995	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1995	472,790	0	0	0	0	0	0	472,790	0	0	0	0	0	0	0	0
396	10001477	Ww System Shipping	20	209	3501	WASTERWATER PLANT	OTHER	7/27/2006	53	0	0	0	0	0	0	0	0	0	0	0	0	0	0	53
397	10001478	Ww System 5 Hp Vertical Solid Shaft Pump	20	209	3501	WASTERWATER PLANT	GENERAL	7/27/2006	2,264	0	0	0	0	0	0	0	0	0	0	0	0	0	2,264	0
398	10001479	Ww Repair Of Clarifiers #1 & #3 (Res# 20	20	209	3501	WASTERWATER PLANT	WW Treatment	8/2/2006	42,009	0	0	0	0	0	0	42,009	0	0	0	0	0	0	0	0
399	10001480	Ww Repair Of Clarifiers #1 & #3 (Res# 20	20	209	3501	WASTERWATER PLANT	WW Treatment	8/2/2006	16,900	0	0	0	0	0	0	16,900	0	0	0	0	0	0	0	0
400	10001481	Dedicated Eff Reuse System - Base Asset	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1990	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
401	10001482	Dedicated Eff Reuse Lines - Breakaway/Pb	20	209	3501	WASTERWATER PLANT	W T&D	9/30/1990	102,600	0	0	30,407	72,193	0	0	0	0	0	0	0	0	0	0	0
402	10001483	Dedicated Eff Reuse Lines - Shadow Xings	20	209	3501	WASTERWATER PLANT	W T&D	9/30/1991	191,393	0	0	56,721	134,672	0	0	0	0	0	0	0	0	0	0	0
403	10001484	Dedicated Eff Reuse Lines - Breakaway Tr	20	209	3501	WASTERWATER PLANT	W T&D	9/30/1992	135,000	0	0	40,009	94,991	0	0	0	0	0	0	0	0	0	0	0
404	10001485	Land Dedicated Eff Reuse Lines - Breakaw	70	701	3502	WW COLLECTION AND REUSE	WW T&C	9/30/1990	3,000	0	0	0	0	0	0	0	1,197	1,803	0	0	0	0	0	0
405	10001486	Dedicated Eff Br Trls Pb 1in-8"" Pvc Mai	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/20/2001	77,129	0	0	0	0	0	0	0	30,781	46,348	0	0	0	0	0	0
406	10001494	Veh 98 Jeep Cherokee 4X4	40	401	3401	SOLID WASTE COLLECTION	OTHER	4/9/1998	20,731	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20,731
407	10001644	Ww Wwtp Wastewater Treatment Plant Wilme	20	209	3501	WASTERWATER PLANT	WW Treatment	6/7/1999	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
408	10001645	Ww Wwtp Casual Worker Maint Upgrades	20	209	3501	WASTERWATER PLANT	WW Treatment	3/13/1998	347	0	0	0	0	0	0	347	0	0	0	0	0	0	0	0
409	10001646	Ww Wwtp Repair Rotating Element	20	209	3501	WASTERWATER PLANT	WW Treatment	8/16/2005	12,755	0	0	0	0	0	0	12,755	0	0	0	0	0	0	0	0
410	10001647	Ww Wwtp Facility Upgrade	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2000	6,585	0	0	0	0	0	0	6,585	0	0	0	0	0	0	0	0
411	10001648	Ww Wwtp Engineering Services Evaluation	20	209	3501	WASTERWATER PLANT	GENERAL	9/13/2005	12,384	0	0	0	0	0	0	0	0	0	0	0	0	0	12,384	0
412	10001649	Ww Wwtp Bar Screen Cat Walk	20	209	3501	WASTERWATER PLANT	WW Treatment	9/13/2005	5,800	0	0	0	0	0	0	5,800	0	0	0	0	0	0	0	0
413	10001650	Ww Wwtp Cleaning Sand Filtration Chamber	20	209	3501	WASTERWATER PLANT	WW Treatment	9/26/2005	9,860	0	0	0	0	0	0	9,860	0	0	0	0	0	0	0	0
414	10001651	Ww Wwtp Allum System Replacement	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2005	7,900	0	0	0	0	0	0	7,900	0	0	0	0	0	0	0	0
415	10001652	Ww Wwtp Engineering Services Evaluation	20	209	3501	WASTERWATER PLANT	GENERAL	12/29/2005	28,532	0	0	0	0	0	0	0	0	0	0	0	0	0	28,532	0
416	10001653	Ww Wwtp Ss Sleeve W/Packing 756.0415.108	20	209	3501	WASTERWATER PLANT	WW Treatment	1/3/2006	1,877	0	0	0	0	0	0	1,877	0	0	0	0	0	0	0	0
417	10001654	Ww Wwtp Ss Shaft 728.0515.104	20	209	3501	WASTERWATER PLANT	WW Treatment	1/3/2006	6,479	0	0	0	0	0	0	6,479	0	0	0	0	0	0	0	0
418	10001655	Ww Wwtp Engineering Services Evaluation	20	209	3501	WASTERWATER PLANT	GENERAL	2/16/2006	11,875	0	0	0	0	0	0	0	0	0	0	0	0	0	11,875	0
419	10001656	Ww Wwtp Engineering Services Evaluation	20	209	3501	WASTERWATER PLANT	GENERAL	1/25/2006	7,396	0	0	0	0	0	0	0	0	0	0	0	0	0	7,396	0
420	10001657	Ww Wwtp Engineering Services Evaluation	20	209	3501	WASTERWATER PLANT	GENERAL	5/22/2006	1,069	0	0	0	0	0	0	0	0	0	0	0	0	0	1,069	0
421	10001658	Ww Wwtp Repair Clarifiers #1 & #3 (Res#	20	209	3501	WASTERWATER PLANT	WW Treatment	6/9/2006	75,925	0	0	0	0	0	0	75,925	0	0	0	0	0	0	0	0
422	10001659	Ww Wwtp Repair Clarifiers #1 & #3 (Res#	20	209	3501	WASTERWATER PLANT	WW Treatment	5/16/2006	34,166	0	0	0	0	0	0	34,166	0	0	0	0	0	0	0	0
423	10001660	Ww Wwtp Professional Services	20	209	3501	WASTERWATER PLANT	GENERAL	4/24/2006	2,906	0	0	0	0	0	0	0	0	0	0	0	0	0	2,906	0
424	10001661	Ww Wwtp 5 Hp Vertical Solid Shaft Pump M	20	209	3501	WASTERWATER PLANT	GENERAL	6/28/2006	3,396	0	0	0	0	0	0	0	0	0	0	0	0	0	3,396	0
425	10001662	Ww Wwtp Shipping	20	209	3501	WASTERWATER PLANT	GENERAL	6/28/2006	108	0	0	0	0	0	0	0	0	0	0	0	0	0	108	0
426	10001663	Ww Wwtp Engineering Services Evaluation	20	209	3501	WASTERWATER PLANT	GENERAL	5/22/2006	2,906	0	0	0	0	0	0	0	0	0	0	0	0	0	2,906	0
427	10001664	Ww Wwtp Engineering Services Evaluation	20	209	3501	WASTERWATER PLANT	GENERAL	8/21/2006	10,733	0	0	0	0	0	0	0	0	0	0	0	0	0	10,733	0
428	10001665	Ww Wwtp Ww Fac & Equipment Painting	20	209	3501	WASTERWATER PLANT	GENERAL	10/10/2000	27,400	0	0	0	0	0	0	0	0	0	0	0	0	0	27,400	0
429	10001666	Ww Wwtp Engineering Services Evaluation	20	209	3501	WASTERWATER PLANT	GENERAL	9/28/2006	3,804	0	0	0	0	0	0	0	0	0	0	0	0	0	3,804	0
430	10001667	Ww Wwtp Labor & Equip Replace Gear Box	20	209	3501	WASTERWATER PLANT	WW Treatment	7/27/2006	2,300	0	0	0	0	0	0	2,300	0	0	0	0	0	0	0	0
431	10001668	Ww Wwtp Rebuild The Gear Box @ Wwtp	20	209	3501	WASTERWATER PLANT	WW Treatment	7/27/2006	10,350	0	0	0	0	0	0	10,350	0	0	0	0	0	0	0	0
432	10001669	Ww Wwtp Engineerin Quentin Hampton-4 Inv	20	209	3501	WASTERWATER PLANT	GENERAL	6/5/2008	19,584	0	0	0	0	0	0	0	0	0	0	0	0	0	19,584	0
433	10001670	Wtr Weld Freight	20	208	3301	WATER PLANT	GENERAL	7/27/2006	30	0	0	0	0	0	0	0	0	0	0	0	0	0	30	0
434	10001671	Ww Wwtp Addtl Design Mixing Zone Analysi	20	209	3501	WASTERWATER PLANT	WW Treatment	4/18/2007	5,954	0	0	0	0	0	0	5,954	0	0	0	0	0	0	0	0
435	10001672	Ww Wwtp Equip Painting	20	209	3501	WASTERWATER PLANT	GENERAL	2/14/2002	38,997	0	0	0	0	0	0	0	0	0	0	0	0	0	38,997	0
436	10001673	Ww Wwtp Painting Payment 2	20	209	3501	WASTERWATER PLANT	GENERAL	4/26/2002	18,873	0	0	0	0	0	0	0	0	0	0	0	0	0	18,873	0
437	10001674	Ww Wwtp Grit Snail Belt 44 Cleats	20	209	3501	WASTERWATER PLANT	WW Treatment	9/27/2002	4,214	0	0	0	0	0	0	4,214	0	0	0	0	0	0	0	0
438	10001675	Ww Wwtp Keyless Entry W/25 Transmitters	20	209	3501	WASTERWATER PLANT	GENERAL	9/30/2001	5,928	0	0	0	0	0	0	0	0	0	0	0	0	0	5,928	0
439	10001676	Ww Wwtp Pump #2	20	209	3501	WASTERWATER PLANT	WW Treatment	11/14/2003	4,489	0	0	0	0	0	0	4,489	0	0	0	0	0	0	0	0
440	10001677	Ww Wwtp Floratam Sod	20	209	3501	WASTERWATER PLANT	GENERAL	7/30/2003	86	0	0	0	0	0	0	0	0	0	0	0	0	0	86	0
441	10001678	Ww Wwtp Gravel	20	209	3501	WASTERWATER PLANT	GENERAL	6/30/2003	214	0	0	0	0	0	0	0	0	0	0	0	0	0	214	0
442	10001679	Ww Wwtp Cable	20	209	3501	WASTERWATER PLANT	GENERAL	2/25/2003	320	0	0	0	0	0	0	0	0	0	0	0	0	0	320	0
443	10001680	Ww Wwtp Replacement V6l Carousel Aerator	20	209	3501	WASTERWATER PLANT	WW Treatment	1/18/2005	4,298	0	0	0	0	0	0	4,298	0	0	0	0	0	0	0	0
444	10001681	Ww Wwtp Main Board For Pump# 2 Mainland	20	209	3501	WASTERWATER PLANT	WW Treatment	1/28/2005	1,008	0	0	0	0	0	0	1,008	0	0	0	0	0	0	0	0
445	10001682	Ww Wwtp Cl2 & So2 Conversion Wwtp-Res 20	20	209	3501	WASTERWATER PLANT	WW Treatment	4/18/2005	29,000	0	0	0	0	0	0	29,000	0	0	0	0	0	0	0	0
446	10001683	Ww Wwtp Conversion Gas Cl2 To Sodium Hyp	20	209	3501	WASTERWATER PLANT	WW Treatment	1/11/2005	41,700	0	0	0	0	0	0	41,700	0	0	0	0	0	0	0	0
447	10001684	Ww Wwtp Engineering Services Evaluation	20	209	3501	WASTERWATER PLANT	GENERAL	8/9/2005	20,640	0	0	0	0	0	0	0	0	0	0	0	0	0	20,640	0
448	10001685	Ww Wwtp Eqp Centrifuge Chain Replacement	20	209	3501	WASTERWATER PLANT	WW Treatment	9/21/1994	11,961	0	0	0	0	0	0	11,961	0	0	0	0	0	0	0	0
449	10001686	Ww Wwtp Control Panel Repr*Replmt Centri	20	209	3501	WASTERWATER PLANT	WW Treatment	4/24/1998	39,930	0	0	0	0	0	0	39,930	0	0	0	0	0	0	0	0
450	10001687	Ww Wwtp Pump, Bronze Fitted W/11.25"" Im	20	209	3501	WASTERWATER PLANT	WW Treatment	6/28/2005	2,825	0	0	0	0	0	0	2,825	0	0	0	0	0	0	0	0
451	10001688	Ww Wwtp Adder For Type 21 Mechanican Sha	20	209	3501	WASTERWATER PLANT	WW Treatment	6/28/2005	50	0	0	0	0	0	0	50	0	0	0	0	0	0	0	0
452	10001689	Ww Wwtp Steel Baseplate W/Drilled & Tapp	20	209	3501	WASTERWATER PLANT	WW Treatment	6/28/2005	495	0	0	0	0	0	0	495	0	0	0	0	0	0	0	0
453	10001690	Ww Wwtp Gear Box For Barscreen	20	209	3501	WASTERWATER PLANT	WW Treatment	12/6/2004	5,980	0	0	0	0	0	0	5,980	0	0	0	0	0	0	0	0
454	10001691	Ww Wwtp Gear Box For Barscreen	20	209	3501	WASTERWATER PLANT	WW Treatment	12/6/2004	6,183	0	0	0	0	0	0	6,183	0	0	0	0	0	0	0	0
455	10001692	Ww Wwtp Painting Of Wastewater Facility	20	209	3501	WASTERWATER PLANT	GENERAL	11/22/2004	7,938	0	0	0	0	0	0	0	0	0	0	0	0	0	7,938	0
456	10001693	Ww Wwtp Painting Of Wastewater Facility	20	209	3501	WASTERWATER PLANT	GENERAL	11/22/2004	7,938	0	0	0	0	0	0	0	0	0	0	0	0	0	7,938	0
457	10001694	Ww Wwtp Engineering Cdm-9 Invoices	20	209	3501	WASTERWATER PLANT	GENERAL	7/14/2008	274,906	0	0	0	0	0	0	0	0	0	0	0	0	0	274,906	0
458	10001695	Ww Wwtp Engineering Mckim & Creed-3 Invo	20	209	3501	WASTERWATER PLANT	GENERAL	3/29/2008	24,934	0	0	0	0	0	0	0	0	0	0	0	0	0	24,934	0
459	10001696	Ww Wwtp Engineering Quentin Hampton-3 In	20	209	3501	WASTERWATER PLANT	GENERAL	5/30/2008	55,391	0	0	0	0	0	0	0	0	0	0	0	0	0	55,391	0
460	10001697	Ww Wwtp Construction Rw Contractors 2 In	20	209	3501	WASTERWATER PLANT	GENERAL	6/10/2008	60,596	0	0	0	0	0	0	0	0	0	0	0	0	0	60,596	0
461	10001698	Ww Wwtp Rehab	20	209	3501	WASTERWATER PLANT	WW Treatment	8/5/2008	94,913	0	0	0	0	0	0	94,913	0	0	0	0	0	0	0	0
462	10001699	Ww Wwtp Engineering Services Multi Invoi	20	209	3501	WASTERWATER PLANT	GENERAL	9/30/2007	80,193	0	0	0	0	0	0	0	0	0	0	0	0	0	80,193	0
463	10001869	Geotechnical Service Hull Rd Us1 To Spor	20	208	3301	WATER PLANT	GENERAL	4/19/2002	1,730	0	0	0	0	0	0	0	0	0	0	0	0	0	1,730	0
464	10002378	Tank-Water Tp Elevated 200,000 Gal-298 T	20	208	3301	WATER PLANT	W Treatment	1/1/1950	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
465	10002379	Water Storage Tank	20	208	3301	WATER PLANT	W Treatment	4/22/1994	6,000	0	6,000	0	0	0	0	0	0	0	0	0	0	0	0	0
466	10002380	Water Storage Reservoir/Clean*Inspect	20	208	3301	WATER PLANT	GENERAL	3/11/2000	8,990	0	0	0	0	0	0	0	0	0	0	0	0	0	8,990	0
467	10002381	Elevated Tank - Annual Inspection	20	208	3301	WATER PLANT	GENERAL	2/7/2006	2,478	0	0	0	0	0	0	0	0	0	0	0	0	0	2,478	0
468	10002382	Visual Inspection Of Tank	20	208	3301	WATER PLANT	GENERAL	12/29/2005	350	0	0	0	0	0	0	0	0	0	0	0	0	0	350	0
469	10002383	Aviation Lights On Water Tank/Replacemen	20	208	3301	WATER PLANT	GENERAL	3/23/2007	6,100	0	0	0	0	0	0	0	0	0	0	0	0	0	6,100	0
470	10002384	Water Tank-Re-Painting	20	208	3301	WATER PLANT	GENERAL	6/1/1998	43,122	0	0	0	0	0	0	0	0	0	0	0	0	0	43,122	0
471	10002385	Lift Sta Miscellaneous Repair Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/26/1998	35,296	0	0	0	0	0	0	0	14,086	21,210	0	0	0	0	0	0
472	10002386	Lift Sta Misc Mechanical Seal & Supplies	20	209	3502	WW COLLECTION AND REUSE	GENERAL	12/10/2001	751	0	0	0	0	0	0	0	0	0	0	0	0	0	751	0
473	10002387	Lift Sta Misc #2 Pump Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/25/2002	2,640	0	0	0	0	0	0	0	1,054	1,587	0	0	0	0	0	0
474	10002388	Lift Sta Misc Controller,2"" Upper Guide	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/6/2002	2,228	0	0	0	0	0	0	0	889	1,339	0	0	0	0	0	0
475	10002389	Lift Sta Misc 60Hp 10"" 460V 12 Rjmc 3 S	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/18/2006	14,558	0	0	0	0	0	0	0	5,810	8,748	0	0	0	0	0	0
476	10002390	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3502	WW COLLECTION AND REUSE	GENERAL	5/15/2006	367	0	0	0	0	0	0	0	0	0	0	0	0	0	367	0
477	10002391	Lift Sta Repairs Misc Locations	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2007	251,697	0	0	0	0	0	0	0	100,448	151,249	0	0	0	0	0	0
478	10002392	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/15/2006	1,241	0	0	0	0	0	0	0	495	746	0	0	0	0	0	0
479	10002393	Lift Sta Flygt Parts Throughout City	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/15/2006	1,785	0	0	0	0	0	0	0	712	1,073	0	0	0	0	0	0
480	10002394	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/16/2006	1,542	0	0	0	0	0	0	0	615	927	0	0	0	0	0	0
481	10002395	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/15/2006	2,294	0	0	0	0	0	0	0	916	1,379	0	0	0	0	0	0
482	10002396	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/5/2006	3,138	0	0	0	0	0	0	0	1,252	1,885	0	0	0	0	0	0
483	10002397	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/5/2006	2,474	0	0	0	0	0	0	0	987	1,486	0	0	0	0	0	0
484	10002398	Lift Sta Misc Remake The Ss Shaft & Slee	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/30/2004	5,616	0	0	0	0	0	0	0	2,241	3,375	0	0	0	0	0	0
485	10002399	Lift Sta Misc Screw Item 15	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/22/2004	16	0	0	0	0	0	0	0	6	10	0	0	0	0	0	0
486	10002400	Lift Sta Misc Gasket Item 16	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/22/2004	48	0	0	0	0	0	0	0	19	29	0	0	0	0	0	0
487	10002401	Lift Sta Misc Wear Ring Ss	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/22/2004	2,316	0	0	0	0	0	0	0	924	1,392	0	0	0	0	0	0
488	10002402	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/11/2006	2,010	0	0	0	0	0	0	0	802	1,208	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
489	10002403	Lift Sta Misc Flygt Parts / Inv# 075651	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/22/2004	881	0	0	0	0	0	0	0	352	530	0	0	0	0	0	0
490	10002404	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3501	WASTERWATER PLANT	GENERAL	8/13/2006	2,875	0	0	0	0	0	0	0	0	0	0	0	0	0	2,875	0
491	10002405	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3501	WASTERWATER PLANT	GENERAL	7/27/2006	1,608	0	0	0	0	0	0	0	0	0	0	0	0	0	1,608	0
492	10002406	Lift Sta Misc Flygt Parts For Lift Stati	20	209	3502	WW COLLECTION AND REUSE	WW T&C	12/6/2004	591	0	0	0	0	0	0	0	236	355	0	0	0	0	0	0
493	10002407	Lift Sta Misc Flygt Parts - Blanket Po	20	209	3502	WW COLLECTION AND REUSE	WW T&C	12/6/2004	612	0	0	0	0	0	0	0	244	367	0	0	0	0	0	0
494	10002408	Lift Sta Misc Check Valve	20	209	3502	WW COLLECTION AND REUSE	WW T&C	12/8/2004	7,078	0	0	0	0	0	0	0	2,825	4,253	0	0	0	0	0	0
495	10002409	Lift Sta Misc Replace Existing Controlle	20	209	3502	WW COLLECTION AND REUSE	WW T&C	12/22/2004	5,825	0	0	0	0	0	0	0	2,325	3,500	0	0	0	0	0	0
496	10002410	Lift Sta Misc Supplies	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/19/2004	2,380	0	0	0	0	0	0	0	950	1,430	0	0	0	0	0	0
497	10002411	Lift Sta Misc Metals, Bars, Plates, Rods	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/11/2004	5,616	0	0	0	0	0	0	0	2,241	3,375	0	0	0	0	0	0
498	10002412	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3501	WASTERWATER PLANT	GENERAL	8/29/2006	2,048	0	0	0	0	0	0	0	0	0	0	0	0	0	2,048	0
499	10002413	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/11/2003	5,520	0	0	0	0	0	0	0	2,203	3,317	0	0	0	0	0	0
500	10002414	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/11/2003	1,413	0	0	0	0	0	0	0	564	849	0	0	0	0	0	0
501	10002415	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/30/2003	4,900	0	0	0	0	0	0	0	1,956	2,944	0	0	0	0	0	0
502	10002416	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/22/2003	231	0	0	0	0	0	0	0	92	139	0	0	0	0	0	0
503	10002417	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/28/2003	1,471	0	0	0	0	0	0	0	587	884	0	0	0	0	0	0
504	10002418	Lift Sta Misc Pump Station Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/10/2003	687	0	0	0	0	0	0	0	274	413	0	0	0	0	0	0
505	10002419	Lift Sta Misc Pump Station Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/3/2003	787	0	0	0	0	0	0	0	314	473	0	0	0	0	0	0
506	10002420	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	2/12/2003	554	0	0	0	0	0	0	0	221	333	0	0	0	0	0	0
507	10002421	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/3/2003	500	0	0	0	0	0	0	0	200	300	0	0	0	0	0	0
508	10002422	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/31/2002	3,579	0	0	0	0	0	0	0	1,428	2,151	0	0	0	0	0	0
509	10002423	Lift Sta Misc E/One Grinder Pump Station	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/12/2004	13,000	0	0	0	0	0	0	0	5,188	7,812	0	0	0	0	0	0
510	10002424	Lift Sta Misc Flygt Parts - Blanket Po	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/5/2005	1,570	0	0	0	0	0	0	0	627	944	0	0	0	0	0	0
511	10002425	Lift Sta Misc Flygt Parts - Blanket Po	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/31/2005	1,750	0	0	0	0	0	0	0	699	1,052	0	0	0	0	0	0
512	10002426	Lift Sta Misc Flygt Parts - Blanket Po	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/31/2005	5,724	0	0	0	0	0	0	0	2,284	3,440	0	0	0	0	0	0
513	10002427	Lift Sta Misc 6"" Flygt Submersible Ww P	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/7/2005	18,664	0	0	0	0	0	0	0	7,449	11,215	0	0	0	0	0	0
514	10002428	Lift Sta Misc 50 Hp Us 3 Phase Motor	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/9/2005	974	0	0	0	0	0	0	0	389	585	0	0	0	0	0	0
515	10002429	Lift Sta Misc Flygt Parts - Blanket Po	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/21/2005	5,145	0	0	0	0	0	0	0	2,053	3,092	0	0	0	0	0	0
516	10002430	Lift Sta Misc Flygt Parts - Blanket Po	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/7/2005	359	0	0	0	0	0	0	0	143	216	0	0	0	0	0	0
517	10002431	Lift Sta Misc Flygt Parts - Blanket Po	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/7/2005	2,808	0	0	0	0	0	0	0	1,121	1,687	0	0	0	0	0	0
518	10002432	Lift Sta Misc Flygt Parts - Blanket Po	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/20/2005	1,331	0	0	0	0	0	0	0	531	800	0	0	0	0	0	0
519	10002433	Lift Sta Misc Flygt Parts - Blanket Po	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/20/2005	342	0	0	0	0	0	0	0	136	205	0	0	0	0	0	0
520	10002434	Lift Sta Misc Flygt Parts - Blanket Po	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/12/2005	3,020	0	0	0	0	0	0	0	1,205	1,815	0	0	0	0	0	0
521	10002435	Lift Sta Misc Flygt Parts - Blanket Po	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/1/2005	3,145	0	0	0	0	0	0	0	1,255	1,890	0	0	0	0	0	0
522	10002436	Lift Sta Misc Flygt Parts - Blanket Po	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/8/2005	1,599	0	0	0	0	0	0	0	638	961	0	0	0	0	0	0
523	10002437	Lift Sta Misc Flygt Parts - Blanket Po	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/8/2005	1,709	0	0	0	0	0	0	0	682	1,027	0	0	0	0	0	0
524	10002438	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/18/2005	3,366	0	0	0	0	0	0	0	1,343	2,023	0	0	0	0	0	0
525	10002439	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/18/2005	622	0	0	0	0	0	0	0	248	374	0	0	0	0	0	0
526	10002440	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/28/2005	7,624	0	0	0	0	0	0	0	3,043	4,582	0	0	0	0	0	0
527	10002441	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3501	WASTERWATER PLANT	GENERAL	8/3/2006	1,486	0	0	0	0	0	0	0	0	0	0	0	0	0	1,486	0
528	10002442	Lift Sta Misc 6"" Flygt Pump 30Hp	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/3/2001	12,250	0	0	0	0	0	0	0	4,889	7,361	0	0	0	0	0	0
529	10002443	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/12/2001	225	0	0	0	0	0	0	0	90	135	0	0	0	0	0	0
530	10002444	Lift Sta Misc Reliance Motor	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/24/2001	2,458	0	0	0	0	0	0	0	981	1,477	0	0	0	0	0	0
531	10002445	Lift Sta Misc Pump/Moyno Progressing	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/31/1998	5,873	0	0	0	0	0	0	0	2,344	3,529	0	0	0	0	0	0
532	10002446	Lift Sta Misc Pump/Goulds Vertical	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/31/1998	12,678	0	0	0	0	0	0	0	5,060	7,618	0	0	0	0	0	0
533	10002447	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/24/2005	1,428	0	0	0	0	0	0	0	570	858	0	0	0	0	0	0
534	10002448	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/26/2005	1,988	0	0	0	0	0	0	0	793	1,194	0	0	0	0	0	0
535	10002449	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/14/2005	3,384	0	0	0	0	0	0	0	1,351	2,034	0	0	0	0	0	0
536	10002450	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/14/2005	803	0	0	0	0	0	0	0	320	483	0	0	0	0	0	0
537	10002451	Lift Sta Misc Flygt Parts Blanket Po	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/14/2005	87	0	0	0	0	0	0	0	35	52	0	0	0	0	0	0
538	10002452	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/14/2005	27	0	0	0	0	0	0	0	11	16	0	0	0	0	0	0
539	10002453	Lift Sta Misc Flygt Parts - Blanket Po	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/14/2005	381	0	0	0	0	0	0	0	152	229	0	0	0	0	0	0
540	10002454	Lift Sta Misc Flygt Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/14/2005	1,153	0	0	0	0	0	0	0	460	693	0	0	0	0	0	0
541	10002455	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/21/2005	2,164	0	0	0	0	0	0	0	864	1,300	0	0	0	0	0	0
542	10002456	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/28/2005	1,058	0	0	0	0	0	0	0	422	636	0	0	0	0	0	0
543	10002457	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/4/2006	4,301	0	0	0	0	0	0	0	1,716	2,585	0	0	0	0	0	0
544	10002458	Lift Sta Misc Gorman-Rupp 13A2-B Pump	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/13/2006	5,406	0	0	0	0	0	0	0	2,157	3,249	0	0	0	0	0	0
545	10002459	Lift Sta Misc 6-Inch Flygt Submersible W	20	209	3502	WW COLLECTION AND REUSE	WW T&C	2/16/2006	19,275	0	0	0	0	0	0	0	7,692	11,583	0	0	0	0	0	0
546	10002460	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/27/2006	3,476	0	0	0	0	0	0	0	1,387	2,089	0	0	0	0	0	0
547	10002461	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/15/2006	1,569	0	0	0	0	0	0	0	626	943	0	0	0	0	0	0
548	10002462	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/13/2006	1,742	0	0	0	0	0	0	0	695	1,047	0	0	0	0	0	0
549	10002463	Lift Sta Misc Flygt Parts Throughout Cit	20	209	3502	WW COLLECTION AND REUSE	WW T&C	2/16/2006	1,742	0	0	0	0	0	0	0	695	1,047	0	0	0	0	0	0
550	10002464	Lift Sta Misc Repair Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/29/2003	1,153	0	0	0	0	0	0	0	460	693	0	0	0	0	0	0
551	10002465	Gen Spectrum 50Ds60 Generator Portable*T	30	302	3501	WASTERWATER PLANT	GENERAL	8/28/1997	16,607	0	0	0	0	0	0	0	0	0	0	0	0	0	16,607	0
552	10002466	Wetland Monitering Plan	20	208	3301	WATER PLANT	GENERAL	10/1/1997	10,484	0	0	0	0	0	0	0	0	0	0	0	0	0	10,484	0
553	10002467	Wtr Utility Arroyo Pkwy Extension	20	208	3302	WATER DISTRIBUTION	W T&D	1/19/2001	81,845	0	0	24,256	57,589	0	0	0	0	0	0	0	0	0	0	0
554	10002468	Appraisal Fee Lot #2	70	701	3301	WATER PLANT	GENERAL	9/21/2000	300	0	0	0	0	0	0	0	0	0	0	0	0	0	300	0
555	10002469	Title Search Report	70	701	3301	WATER PLANT	GENERAL	9/20/2000	125	0	0	0	0	0	0	0	0	0	0	0	0	0	125	0
556	10002470	Task Design	20	208	3301	WATER PLANT	GENERAL	9/30/2000	61,309	0	0	0	0	0	0	0	0	0	0	0	0	0	61,309	0
557	10002471	Prof Services	20	208	3301	WATER PLANT	GENERAL	3/26/2001	6,388	0	0	0	0	0	0	0	0	0	0	0	0	0	6,388	0
558	10002472	Contractor Pmt 1-5	20	208	3301	WATER PLANT	GENERAL	4/27/2001	1,250,137	0	0	0	0	0	0	0	0	0	0	0	0	0	1,250,137	0
559	10002473	Payment #7	20	209	3501	WASTERWATER PLANT	GENERAL	10/25/2001	182,115	0	0	0	0	0	0	0	0	0	0	0	0	0	182,115	0
560	10002474	Legal Ad	20	208	3301	WATER PLANT	GENERAL	2/11/2001	74	0	0	0	0	0	0	0	0	0	0	0	0	0	74	0
561	10002475	Legal Ad	20	208	3301	WATER PLANT	GENERAL	12/3/2000	155	0	0	0	0	0	0	0	0	0	0	0	0	0	155	0
562	10002476	Sewer Permit Fee	20	208	3301	WATER PLANT	GENERAL	10/24/2000	500	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
563	10002477	Water Permit Fee	20	208	3301	WATER PLANT	GENERAL	10/24/2000	500	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
564	10002478	Prof Services	20	208	3301	WATER PLANT	GENERAL	8/25/2001	1,708	0	0	0	0	0	0	0	0	0	0	0	0	0	1,708	0
565	10002479	Field Density Testing	20	208	3301	WATER PLANT	GENERAL	8/31/2001	606	0	0	0	0	0	0	0	0	0	0	0	0	0	606	0
566	10002480	Engineering Payment	20	208	3301	WATER PLANT	W Treatment	9/25/2001	352,664	0	352,664	0	0	0	0	0	0	0	0	0	0	0	0	0
567	10002481	Geotech Testing	20	208	3301	WATER PLANT	GENERAL	9/30/2001	637	0	0	0	0	0	0	0	0	0	0	0	0	0	637	0
568	10002482	Payment	20	208	3301	WATER PLANT	GENERAL	10/25/2001	21,608	0	0	0	0	0	0	0	0	0	0	0	0	0	21,608	0
569	10002483	Density Test	20	208	3301	WATER PLANT	GENERAL	10/31/2001	47	0	0	0	0	0	0	0	0	0	0	0	0	0	47	0
570	10002484	Fpl	20	208	3301	WATER PLANT	GENERAL	10/1/2001	1,345	0	0	0	0	0	0	0	0	0	0	0	0	0	1,345	0
571	10002485	Prof Services	20	208	3301	WATER PLANT	GENERAL	11/15/2001	539	0	0	0	0	0	0	0	0	0	0	0	0	0	539	0
572	10002486	Prof Services	20	208	3301	WATER PLANT	GENERAL	12/6/2001	899	0	0	0	0	0	0	0	0	0	0	0	0	0	899	0
573	10002487	Pmt #8 & 9	20	208	3301	WATER PLANT	GENERAL	11/25/2001	255,622	0	0	0	0	0	0	0	0	0	0	0	0	0	255,622	0
574	10002488	Pmt # 8 & 9	20	209	3501	WASTERWATER PLANT	GENERAL	11/25/2001	124,632	0	0	0	0	0	0	0	0	0	0	0	0	0	124,632	0
575	10002489	Density Tests	20	208	3301	WATER PLANT	GENERAL	12/31/2001	437	0	0	0	0	0	0	0	0	0	0	0	0	0	437	0
576	10002490	Pmt #10	20	208	3301	WATER PLANT	GENERAL	1/18/2002	34,294	0	0	0	0	0	0	0	0	0	0	0	0	0	34,294	0
577	10002491	Prof Services	20	208	3301	WATER PLANT	GENERAL	3/6/2002	89	0	0	0	0	0	0	0	0	0	0	0	0	0	89	0
578	10002492	Landscape	20	208	3301	WATER PLANT	GENERAL	4/30/2002	930	0	0	0	0	0	0	0	0	0	0	0	0	0	930	0
579	10002493	Arroyo Pkwy Annex Study - For Land Purch	70	701	3501	WASTERWATER PLANT	GENERAL	10/25/1997	5,857	0	0	0	0	0	0	0	0	0	0	0	0	0	5,857	0
580	10002495	Eqp Shop Press*Otc Puller Set	30	309	3501	WASTERWATER PLANT	GENERAL	9/29/1997	5,100	0	0	0	0	0	0	0	0	0	0	0	0	0	5,100	0
581	10002498	Well Field Mgt / 6 Well Fields.	20	208	3301	WATER PLANT	W Supply	9/9/1998	8,680	8,680	0	0	0	0	0	0	0	0	0	0	0	0	0	0
582	10002499	Well Field Split Accts	20	208	3301	WATER PLANT	W Supply	9/9/1998	8,680	8,680	0	0	0	0	0	0	0	0	0	0	0	0	0	0
583	10002500	Eng Service%Wellfields	20	208	3301	WATER PLANT	GENERAL	2/20/2000	879	0	0	0	0	0	0	0	0	0	0	0	0	0	879	0
584	10002501	Wellfield Mgt Program	20	208	3301	WATER PLANT	W Supply	2/20/2000	879	879	0	0	0	0	0	0	0	0	0	0	0	0	0	0
585	10002502	Wtr Main Nova Rd Utility Relocation	20	208	3301	WATER PLANT	W T&D	8/14/1998	18,959	0	0	5,619	13,340	0	0	0	0	0	0	0	0	0	0	0
586	10002503	Task Design	20	208	3301	WATER PLANT	GENERAL	9/30/2000	6,071	0	0	0	0	0	0	0	0	0	0	0	0	0	6,071	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
587	10002504	Task*Plan Review	20	209	3501	WASTERWATER PLANT	GENERAL	8/2/2000	697	0	0	0	0	0	0	0	0	0	0	0	0	0	697	0
588	10002505	Prof Serv	20	208	3301	WATER PLANT	GENERAL	10/21/2000	64,893	0	0	0	0	0	0	0	0	0	0	0	0	0	64,893	0
589	10002506	Prof Services Thru 12/30/00	20	209	3501	WASTERWATER PLANT	GENERAL	1/19/2001	58,883	0	0	0	0	0	0	0	0	0	0	0	0	0	58,883	0
590	10002507	Sewer Permit Fee	20	209	3501	WASTERWATER PLANT	GENERAL	3/27/2001	300	0	0	0	0	0	0	0	0	0	0	0	0	0	300	0
591	10002508	Water Permit Fee	20	209	3501	WASTERWATER PLANT	GENERAL	3/27/2001	500	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
592	10002509	Right Of Way Permit Fee	20	209	3501	WASTERWATER PLANT	GENERAL	3/27/2001	325	0	0	0	0	0	0	0	0	0	0	0	0	0	325	0
593	10002510	Prof Services	20	209	3501	WASTERWATER PLANT	GENERAL	8/25/2001	2,707	0	0	0	0	0	0	0	0	0	0	0	0	0	2,707	0
594	10002511	Prof Services	20	208	3301	WATER PLANT	GENERAL	9/29/2001	691	0	0	0	0	0	0	0	0	0	0	0	0	0	691	0
595	10002512	Prof Services	20	209	3501	WASTERWATER PLANT	GENERAL	9/29/2001	691	0	0	0	0	0	0	0	0	0	0	0	0	0	691	0
596	10002513	Nova Rd Utility Relocation - Reclass Cit	20	208	3301	WATER PLANT	W T&D	9/28/2001	2,265,262	0	0	671,334	1,593,927	0	0	0	0	0	0	0	0	0	0	0
597	10002514	Prof Services	20	208	3301	WATER PLANT	GENERAL	12/6/2001	432	0	0	0	0	0	0	0	0	0	0	0	0	0	432	0
598	10002515	Prof Services	20	209	3501	WASTERWATER PLANT	GENERAL	12/6/2001	432	0	0	0	0	0	0	0	0	0	0	0	0	0	432	0
599	10002516	Prof Services	20	208	3301	WATER PLANT	GENERAL	3/6/2002	4,320	0	0	0	0	0	0	0	0	0	0	0	0	0	4,320	0
600	10002517	Pipe Was Not Shown On Plans, Was In Conf	20	208	3301	WATER PLANT	GENERAL	4/12/2004	2,200	0	0	0	0	0	0	0	0	0	0	0	0	0	2,200	0
601	10002518	Nova Road Utility Relocation	20	208	3301	WATER PLANT	W T&D	5/3/2004	691	0	0	205	486	0	0	0	0	0	0	0	0	0	0	0
602	10002519	As Built Copies	20	208	3301	WATER PLANT	GENERAL	5/10/2004	110	0	0	0	0	0	0	0	0	0	0	0	0	0	110	0
603	10002520	Prof Services	20	208	3301	WATER PLANT	GENERAL	9/8/2003	173	0	0	0	0	0	0	0	0	0	0	0	0	0	173	0
604	10002521	Prof Servces	20	208	3301	WATER PLANT	GENERAL	7/18/2003	518	0	0	0	0	0	0	0	0	0	0	0	0	0	518	0
605	10002522	Engin. Services	20	208	3301	WATER PLANT	GENERAL	5/2/2003	1,210	0	0	0	0	0	0	0	0	0	0	0	0	0	1,210	0
606	10002523	Prof Services	20	208	3301	WATER PLANT	GENERAL	2/7/2003	518	0	0	0	0	0	0	0	0	0	0	0	0	0	518	0
607	10002524	Prof Services	20	208	3301	WATER PLANT	GENERAL	1/11/2003	691	0	0	0	0	0	0	0	0	0	0	0	0	0	691	0
608	10002525	Eng Services	20	208	3301	WATER PLANT	GENERAL	10/26/2002	518	0	0	0	0	0	0	0	0	0	0	0	0	0	518	0
609	10002526	Plan Copies	20	209	3501	WASTERWATER PLANT	GENERAL	4/22/2003	41	0	0	0	0	0	0	0	0	0	0	0	0	0	41	0
610	10002527	Copies	20	209	3501	WASTERWATER PLANT	GENERAL	3/7/2003	102	0	0	0	0	0	0	0	0	0	0	0	0	0	102	0
611	10002528	Install Reuse Services Dept Of Fina	20	209	3501	WASTERWATER PLANT	GENERAL	4/14/2003	50,000	0	0	0	0	0	0	0	0	0	0	0	0	0	50,000	0
612	10002529	Lift Sta 6P - 350 John Anderson Drive	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/8/1998	12,621	0	0	0	0	0	0	0	5,037	7,584	0	0	0	0	0	0
613	10002530	Lift Sta 6P Improvements	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/8/1998	12,621	0	0	0	0	0	0	0	5,037	7,584	0	0	0	0	0	0
614	10002531	Lift Sta 6P Improvements	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/25/1999	4,814	0	0	0	0	0	0	0	1,921	2,893	0	0	0	0	0	0
615	10002532	Lift Sta 8M - 680 N Nova Rd (By Railroad	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/30/1998	113,901	0	0	0	0	0	0	0	45,456	68,445	0	0	0	0	0	0
616	10002533	Effluent Reuse Breakaway Trails/ Raw Wat	20	209	3501	WASTERWATER PLANT	WW T&C	2/23/1998	70,590	0	0	0	0	0	0	0	28,171	42,418	0	0	0	0	0	0
617	10002534	Breakaway Stormwater Ponds	20	209	3501	WASTERWATER PLANT	GENERAL	8/15/2000	8,427	0	0	0	0	0	0	0	0	0	0	0	0	0	8,427	0
618	10002535	Effluent Misc Supplies	20	209	3501	WASTERWATER PLANT	GENERAL	6/30/2000	1,532	0	0	0	0	0	0	0	0	0	0	0	0	0	1,532	0
619	10002536	Stormwater Ponds	20	209	3501	WASTERWATER PLANT	GENERAL	1/4/2001	15,286	0	0	0	0	0	0	0	0	0	0	0	0	0	15,286	0
620	10002537	Stormwater Ponds	20	209	3502	WW COLLECTION AND REUSE	OTHER	4/20/2001	3,450	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,450
621	10002538	Consumptive Use Permit	20	208	3301	WATER PLANT	GENERAL	3/5/2001	38,760	0	0	0	0	0	0	0	0	0	0	0	0	0	38,760	0
622	10002539	Cup Project	20	208	3301	WATER PLANT	GENERAL	7/6/2001	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000	0
623	10002540	Consumptive Use Permit/Cup	20	208	3301	WATER PLANT	GENERAL	9/29/2001	3,086	0	0	0	0	0	0	0	0	0	0	0	0	0	3,086	0
624	10002541	Misc Supplies	20	209	3502	WW COLLECTION AND REUSE	GENERAL	12/14/2001	302	0	0	0	0	0	0	0	0	0	0	0	0	0	302	0
625	10002542	Misc Supplies	20	209	3502	WW COLLECTION AND REUSE	GENERAL	12/11/2001	92	0	0	0	0	0	0	0	0	0	0	0	0	0	92	0
626	10002543	Consumptive Use Permit	20	208	3301	WATER PLANT	GENERAL	12/12/2001	1,234	0	0	0	0	0	0	0	0	0	0	0	0	0	1,234	0
627	10002544	3 1050 Gal Tank Assemble @Breakaway & Hu	20	209	3502	WW COLLECTION AND REUSE	GENERAL	4/24/2002	3,638	0	0	0	0	0	0	0	0	0	0	0	0	0	3,638	0
628	10002545	Legal Fees	20	208	3301	WATER PLANT	GENERAL	5/10/2002	1,210	0	0	0	0	0	0	0	0	0	0	0	0	0	1,210	0
629	10002546	Breakaway Trails Cup Combines W/City Cup	20	208	3301	WATER PLANT	GENERAL	11/12/2001	1,852	0	0	0	0	0	0	0	0	0	0	0	0	0	1,852	0
630	10002547	Breakaway Trails Surface Water Alt Irr S	20	209	3501	WASTERWATER PLANT	WW T&C	11/5/2003	3,962	0	0	0	0	0	0	0	1,581	2,381	0	0	0	0	0	0
631	10002548	Heavy Duty Traffic Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	1/8/2004	6,063	0	0	0	0	0	0	0	0	0	0	0	0	0	6,063	0
632	10002549	Heavy Duty Traffic Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	1/15/2004	6,063	0	0	0	0	0	0	0	0	0	0	0	0	0	6,063	0
633	10002550	Heavy Duty Traffic Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	1/15/2004	6,063	0	0	0	0	0	0	0	0	0	0	0	0	0	6,063	0
634	10002551	Breakaway Trails Surface Water Alt Irr S	20	209	3501	WASTERWATER PLANT	WW T&C	1/27/2004	2,808	0	0	0	0	0	0	0	1,121	1,687	0	0	0	0	0	0
635	10002552	Breakaway Trails Surface Water Alt Irr S	20	209	3501	WASTERWATER PLANT	WW T&C	1/27/2004	312	0	0	0	0	0	0	0	125	187	0	0	0	0	0	0
636	10002553	Heavy Duty Traffic Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	1/8/2004	6,063	0	0	0	0	0	0	0	0	0	0	0	0	0	6,063	0
637	10002554	Heavy Duty Traffic Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	10/27/2003	14,550	0	0	0	0	0	0	0	0	0	0	0	0	0	14,550	0
638	10002555	Heavy Duty Traffic Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	3/23/2004	6,063	0	0	0	0	0	0	0	0	0	0	0	0	0	6,063	0
639	10002556	Heavy Duty Traffic Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	3/23/2004	6,063	0	0	0	0	0	0	0	0	0	0	0	0	0	6,063	0
640	10002557	Heavy Duty Traffic Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	3/23/2004	6,063	0	0	0	0	0	0	0	0	0	0	0	0	0	6,063	0
641	10002558	Heavy Duty Traffic Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	3/23/2004	6,063	0	0	0	0	0	0	0	0	0	0	0	0	0	6,063	0
642	10002559	Heavy Duty Traffic Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	3/23/2004	6,063	0	0	0	0	0	0	0	0	0	0	0	0	0	6,063	0
643	10002560	Heavy Duty Traffic Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	3/23/2004	6,063	0	0	0	0	0	0	0	0	0	0	0	0	0	6,063	0
644	10002561	Heavy Duty Traffic Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	4/15/2004	6,063	0	0	0	0	0	0	0	0	0	0	0	0	0	6,063	0
645	10002562	Heavy Duty Traffic Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	4/23/2004	6,063	0	0	0	0	0	0	0	0	0	0	0	0	0	6,063	0
646	10002563	Heavy Duty Traffic Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	6/15/2004	7,275	0	0	0	0	0	0	0	0	0	0	0	0	0	7,275	0
647	10002564	Heavy Duty Traffic Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	6/15/2004	7,275	0	0	0	0	0	0	0	0	0	0	0	0	0	7,275	0
648	10002565	Breakaway Trails Surface Water Alt Irr S	20	209	3501	WASTERWATER PLANT	WW T&C	6/23/2004	2,150	0	0	0	0	0	0	0	858	1,292	0	0	0	0	0	0
649	10002566	Breakaway Trails Surface Water Alt Irr S	20	209	3501	WASTERWATER PLANT	WW T&C	6/23/2004	876	0	0	0	0	0	0	0	350	526	0	0	0	0	0	0
650	10002567	Heavy Duty Traffic Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	6/28/2004	7,275	0	0	0	0	0	0	0	0	0	0	0	0	0	7,275	0
651	10002568	Heavy Duty Traffic Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	6/28/2004	2,425	0	0	0	0	0	0	0	0	0	0	0	0	0	2,425	0
652	10002569	Construction Of A Surface Water Irrigati	20	209	3501	WASTERWATER PLANT	GENERAL	7/7/2004	89,870	0	0	0	0	0	0	0	0	0	0	0	0	0	89,870	0
653	10002570	Breakaway Trails Surface Water Alt Irr S	20	209	3501	WASTERWATER PLANT	WW T&C	8/18/2004	584	0	0	0	0	0	0	0	233	351	0	0	0	0	0	0
654	10002571	Installation Of Electrical Service To Ne	20	209	3501	WASTERWATER PLANT	GENERAL	8/18/2004	1,667	0	0	0	0	0	0	0	0	0	0	0	0	0	1,667	0
655	10002572	Construction Of A Surface Water Irrigati	20	209	3501	WASTERWATER PLANT	WW T&C	9/24/2004	184,653	0	0	0	0	0	0	0	73,692	110,961	0	0	0	0	0	0
656	10002573	Breakaway Trails Irrigation Supply - Con	20	209	3501	WASTERWATER PLANT	WW T&C	9/29/2004	60	0	0	0	0	0	0	0	24	36	0	0	0	0	0	0
657	10002574	Breakaway Trails Surface Water Alt Irr S	20	209	3501	WASTERWATER PLANT	WW T&C	8/10/2004	1,752	0	0	0	0	0	0	0	699	1,053	0	0	0	0	0	0
658	10002575	Breakaway Trails Surface Water Alt Irr S	20	209	3501	WASTERWATER PLANT	WW T&C	6/23/2004	876	0	0	0	0	0	0	0	350	526	0	0	0	0	0	0
659	10002576	Breakaway Trails Irrigation Supply - Con	20	209	3501	WASTERWATER PLANT	WW T&C	12/13/2004	113	0	0	0	0	0	0	0	45	68	0	0	0	0	0	0
660	10002577	Wire Net, Clamps	20	209	3502	WW COLLECTION AND REUSE	GENERAL	5/31/2004	397	0	0	0	0	0	0	0	0	0	0	0	0	0	397	0
661	10002578	Supplies For New Pep Tank	20	209	3502	WW COLLECTION AND REUSE	GENERAL	5/13/2004	424	0	0	0	0	0	0	0	0	0	0	0	0	0	424	0
662	10002579	Supplies	20	209	3502	WW COLLECTION AND REUSE	GENERAL	5/4/2004	497	0	0	0	0	0	0	0	0	0	0	0	0	0	497	0
663	10002580	Supplies	20	209	3502	WW COLLECTION AND REUSE	GENERAL	5/3/2004	451	0	0	0	0	0	0	0	0	0	0	0	0	0	451	0
664	10002581	Supplies	20	209	3502	WW COLLECTION AND REUSE	GENERAL	4/21/2004	148	0	0	0	0	0	0	0	0	0	0	0	0	0	148	0
665	10002582	Supplies	20	209	3502	WW COLLECTION AND REUSE	GENERAL	4/13/2004	497	0	0	0	0	0	0	0	0	0	0	0	0	0	497	0
666	10002583	Supplies	20	209	3502	WW COLLECTION AND REUSE	GENERAL	4/12/2004	20	0	0	0	0	0	0	0	0	0	0	0	0	0	20	0
667	10002584	Supplies	20	209	3502	WW COLLECTION AND REUSE	GENERAL	3/23/2004	83	0	0	0	0	0	0	0	0	0	0	0	0	0	83	0
668	10002585	Supplies	20	209	3502	WW COLLECTION AND REUSE	GENERAL	3/16/2004	479	0	0	0	0	0	0	0	0	0	0	0	0	0	479	0
669	10002586	Swing Check, Bushings	20	209	3502	WW COLLECTION AND REUSE	GENERAL	3/2/2004	308	0	0	0	0	0	0	0	0	0	0	0	0	0	308	0
670	10002587	Pvc Ball Valve, Swing Check	20	209	3502	WW COLLECTION AND REUSE	GENERAL	3/1/2004	208	0	0	0	0	0	0	0	0	0	0	0	0	0	208	0
671	10002588	Supplies	20	209	3502	WW COLLECTION AND REUSE	GENERAL	2/13/2004	68	0	0	0	0	0	0	0	0	0	0	0	0	0	68	0
672	10002589	Supplies	20	209	3502	WW COLLECTION AND REUSE	GENERAL	2/13/2004	312	0	0	0	0	0	0	0	0	0	0	0	0	0	312	0
673	10002590	Swing Check, Pvc	20	209	3502	WW COLLECTION AND REUSE	GENERAL	1/22/2004	296	0	0	0	0	0	0	0	0	0	0	0	0	0	296	0
674	10002591	Supplies	20	209	3502	WW COLLECTION AND REUSE	GENERAL	1/14/2004	427	0	0	0	0	0	0	0	0	0	0	0	0	0	427	0
675	10002592	Pep Tank Installs	20	209	3502	WW COLLECTION AND REUSE	GENERAL	1/2/2004	103	0	0	0	0	0	0	0	0	0	0	0	0	0	103	0
676	10002593	Pvc Pipe	20	209	3502	WW COLLECTION AND REUSE	GENERAL	1/2/2004	209	0	0	0	0	0	0	0	0	0	0	0	0	0	209	0
677	10002594	Pep Tank Install	20	209	3502	WW COLLECTION AND REUSE	GENERAL	12/29/2003	286	0	0	0	0	0	0	0	0	0	0	0	0	0	286	0
678	10002595	Supplies	20	209	3502	WW COLLECTION AND REUSE	GENERAL	11/18/2003	957	0	0	0	0	0	0	0	0	0	0	0	0	0	957	0
679	10002596	Pep Tank Materials	20	209	3502	WW COLLECTION AND REUSE	GENERAL	12/6/2003	220	0	0	0	0	0	0	0	0	0	0	0	0	0	220	0
680	10002597	Supplies	20	209	3502	WW COLLECTION AND REUSE	GENERAL	10/28/2003	294	0	0	0	0	0	0	0	0	0	0	0	0	0	294	0
681	10002598	Supplies	20	209	3502	WW COLLECTION AND REUSE	GENERAL	10/2/2003	921	0	0	0	0	0	0	0	0	0	0	0	0	0	921	0
682	10002599	Legal Bid Ad	20	209	3501	WASTERWATER PLANT	OTHER	11/11/2003	107	0	0	0	0	0	0	0	0	0	0	0	0	0	0	107
683	10002600	Eng. Services Water/Irr.	20	209	3501	WASTERWATER PLANT	GENERAL	9/30/2003	16,603	0	0	0	0	0	0	0	0	0	0	0	0	0	16,603	0
684	10002601	Eng Services	20	209	3501	WASTERWATER PLANT	GENERAL	7/10/2003	1,605	0	0	0	0	0	0	0	0	0	0	0	0	0	1,605	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
685	10002602	Fed Ex	20	209	3501	WASTERWATER PLANT	OTHER	11/26/2002	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
686	10002603	Breakaway Trails Surface Water Alt Irr S	20	209	3501	WASTERWATER PLANT	WW T&C	8/10/2004	876	0	0	0	0	0	0	0	350	526	0	0	0	0	0	0
687	10002604	Male Adpt., Union, Ell	20	209	3502	WW COLLECTION AND REUSE	GENERAL	7/1/2004	248	0	0	0	0	0	0	0	0	0	0	0	0	0	248	0
688	10002605	Brkawy Trls Irr/Fire System Data Collect	20	209	3501	WASTERWATER PLANT	GENERAL	12/11/1997	17,245	0	0	0	0	0	0	0	0	0	0	0	0	0	17,245	0
689	10002606	Fed Ex	20	209	3501	WASTERWATER PLANT	OTHER	10/27/2004	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
690	10002607	Breakaway Trails Surface Water Alt Irr S	20	209	3501	WASTERWATER PLANT	WW T&C	6/7/2005	1,252	0	0	0	0	0	0	0	500	752	0	0	0	0	0	0
691	10002620	Egp Laser Shaft Alignment Kit	30	309	3501	WASTERWATER PLANT	GENERAL	4/14/1999	5,749	0	0	0	0	0	0	0	0	0	0	0	0	0	5,749	0
692	10002621	Egp Hoist W/Accessories	30	309	3501	WASTERWATER PLANT	GENERAL	4/20/1999	12,988	0	0	0	0	0	0	0	0	0	0	0	0	0	12,988	0
693	10002627	Egp Boring Tool W/Accessories	30	309	3302	WATER DISTRIBUTION	GENERAL	11/18/1998	6,759	0	0	0	0	0	0	0	0	0	0	0	0	0	6,759	0
694	10002628	Bat 99 Case 938G Caterpiller	30	303	3401	SOLID WASTE COLLECTION	OTHER	6/25/1999	146,464	0	0	0	0	0	0	0	0	0	0	0	0	0	0	146,464
695	10002855	Williamson Blvd Project	20	208	3301	WATER PLANT	W T&D	8/30/1998	8,364	0	0	2,479	5,885	0	0	0	0	0	0	0	0	0	0	0
696	10002957	Sludge Handling/Water Aeration System	20	208	3301	WATER PLANT	WW Treatment	3/18/2000	3,737	0	0	0	0	0	0	3,737	0	0	0	0	0	0	0	0
697	10002958	Sludge Handling And Aeration System	20	208	3301	WATER PLANT	WW Treatment	2/23/2001	80,089	0	0	0	0	0	0	80,089	0	0	0	0	0	0	0	0
698	10002959	Prof Serv	20	208	3301	WATER PLANT	GENERAL	1/31/2001	2,610	0	0	0	0	0	0	0	0	0	0	0	0	0	2,610	0
699	10002960	Legal Ad	20	208	3301	WATER PLANT	GENERAL	2/4/2001	74	0	0	0	0	0	0	0	0	0	0	0	0	0	74	0
700	10002961	Permit Fee	20	208	3301	WATER PLANT	GENERAL	1/10/2001	500	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
701	10002962	Sludge Handling And Aeration Upgrade	20	208	3301	WATER PLANT	WW Treatment	1/23/2001	14,753	0	0	0	0	0	0	14,753	0	0	0	0	0	0	0	0
702	10002963	Pmt #1	20	208	3301	WATER PLANT	GENERAL	11/27/2001	25,823	0	0	0	0	0	0	0	0	0	0	0	0	0	25,823	0
703	10002964	Payment #2	20	208	3301	WATER PLANT	W Treatment	12/31/2001	19,155	0	19,155	0	0	0	0	0	0	0	0	0	0	0	0	0
704	10002965	Prof Services	20	208	3301	WATER PLANT	GENERAL	3/25/2002	60,326	0	0	0	0	0	0	0	0	0	0	0	0	0	60,326	0
705	10002966	Prof Services	20	208	3301	WATER PLANT	GENERAL	5/31/2002	120,718	0	0	0	0	0	0	0	0	0	0	0	0	0	120,718	0
706	10002967	Improv.	20	208	3301	WATER PLANT	W Treatment	9/30/2002	19,779	0	19,779	0	0	0	0	0	0	0	0	0	0	0	0	0
707	10002968	Replace Aurora Pump	30	305	3301	WATER PLANT	W Treatment	7/9/2003	8,375	0	8,375	0	0	0	0	0	0	0	0	0	0	0	0	0
708	10002969	Engin. Services	20	208	3301	WATER PLANT	GENERAL	5/1/2003	21,850	0	0	0	0	0	0	0	0	0	0	0	0	0	21,850	0
709	10002970	Pmt #15	20	208	3301	WATER PLANT	GENERAL	3/31/2003	12,368	0	0	0	0	0	0	0	0	0	0	0	0	0	12,368	0
710	10002971	Engin. Services	20	208	3301	WATER PLANT	GENERAL	2/21/2003	4,215	0	0	0	0	0	0	0	0	0	0	0	0	0	4,215	0
711	10002972	Engin. Services	20	208	3301	WATER PLANT	GENERAL	2/14/2003	23,227	0	0	0	0	0	0	0	0	0	0	0	0	0	23,227	0
712	10002973	Pmt #14	20	208	3301	WATER PLANT	GENERAL	12/20/2002	6,871	0	0	0	0	0	0	0	0	0	0	0	0	0	6,871	0
713	10002974	Pmt #13	20	208	3301	WATER PLANT	GENERAL	11/26/2002	8,850	0	0	0	0	0	0	0	0	0	0	0	0	0	8,850	0
714	10002975	Pmt #12	20	208	3301	WATER PLANT	GENERAL	10/31/2002	22,475	0	0	0	0	0	0	0	0	0	0	0	0	0	22,475	0
715	10002976	Eng Services	20	208	3301	WATER PLANT	GENERAL	8/26/2002	6,323	0	0	0	0	0	0	0	0	0	0	0	0	0	6,323	0
716	10002977	Ww Pep Tanks & Misc Parts	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	11/15/1999	117,501	0	0	0	0	0	0	0	0	117,501	0	0	0	0	0	0
717	10002978	Pep Tank Pumps*130	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/1998	20,180	0	0	0	0	0	0	0	20,180	0	0	0	0	0	0	0
718	10002979	10 1050 Gal Pep Tank 16"" Pump	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	1/3/2002	9,720	0	0	0	0	0	0	0	0	9,720	0	0	0	0	0	0
719	10002980	Pep Tank/5	20	209	3501	WASTERWATER PLANT	WW Treatment	10/25/1993	5,705	0	0	0	0	0	0	0	5,705	0	0	0	0	0	0	0
720	10002981	Pep Tanks W/ Pumps*5	20	209	3501	WASTERWATER PLANT	WW Treatment	4/28/1994	6,135	0	0	0	0	0	0	0	6,135	0	0	0	0	0	0	0
721	10002982	Pep Tanks W/ Pumps/6	20	209	3501	WASTERWATER PLANT	WW Treatment	3/25/1994	6,426	0	0	0	0	0	0	0	6,426	0	0	0	0	0	0	0
722	10002983	Pep Tanks W/Pumps/5	20	209	3501	WASTERWATER PLANT	WW Treatment	3/15/1994	6,310	0	0	0	0	0	0	0	6,310	0	0	0	0	0	0	0
723	10002984	Pep Tanks W/Pumps/5	20	209	3501	WASTERWATER PLANT	WW Treatment	2/9/1994	5,525	0	0	0	0	0	0	0	5,525	0	0	0	0	0	0	0
724	10002985	Pep Tanks W/Pumps/5	20	209	3501	WASTERWATER PLANT	WW Treatment	12/8/1993	5,345	0	0	0	0	0	0	0	5,345	0	0	0	0	0	0	0
725	10002986	Pep Tanks/Pumps	20	209	3501	WASTERWATER PLANT	WW Treatment	1/7/1994	5,525	0	0	0	0	0	0	0	5,525	0	0	0	0	0	0	0
726	10002987	Pep Tanks/Pumps/Installation & Parts	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	10/8/1997	97,900	0	0	0	0	0	0	0	0	97,900	0	0	0	0	0	0
727	10002988	Pep Tanks/5	20	209	3501	WASTERWATER PLANT	WW Treatment	5/23/1994	5,525	0	0	0	0	0	0	0	5,525	0	0	0	0	0	0	0
728	10002989	Pep Tanks/6	20	209	3501	WASTERWATER PLANT	WW Treatment	5/23/1994	5,898	0	0	0	0	0	0	0	5,898	0	0	0	0	0	0	0
729	10002990	Pep Tanks/5	20	209	3501	WASTERWATER PLANT	WW Treatment	8/30/1994	6,807	0	0	0	0	0	0	0	6,807	0	0	0	0	0	0	0
730	10002991	Pep Tanks*84	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	6/5/2001	79,030	0	0	0	0	0	0	0	0	79,030	0	0	0	0	0	0
731	10002992	Pep Tank Pumps*36	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	8/8/2001	10,798	0	0	0	0	0	0	0	0	10,798	0	0	0	0	0	0
732	10002993	Installation	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	7/25/2001	168	0	0	0	0	0	0	0	0	168	0	0	0	0	0	0
733	10002994	Installation /Parts	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	7/23/2001	563	0	0	0	0	0	0	0	0	563	0	0	0	0	0	0
734	10002995	Installation	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	7/18/2001	3,755	0	0	0	0	0	0	0	0	3,755	0	0	0	0	0	0
735	10002996	Bolts/Batteries/Tape	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	7/13/2001	1,294	0	0	0	0	0	0	0	0	1,294	0	0	0	0	0	0
736	10002997	Grinders*Pump Stations/10	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	7/6/2001	20,260	0	0	0	0	0	0	0	0	20,260	0	0	0	0	0	0
737	10002998	Install And Materials	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	7/3/2001	220	0	0	0	0	0	0	0	0	220	0	0	0	0	0	0
738	10002999	Installation Materials	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	2/9/2001	448	0	0	0	0	0	0	0	0	448	0	0	0	0	0	0
739	10003000	Supplies	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	8/3/2001	468	0	0	0	0	0	0	0	0	468	0	0	0	0	0	0
740	10003001	Pvc Supplies	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	10/22/2001	73	0	0	0	0	0	0	0	0	73	0	0	0	0	0	0
741	10003002	10 1050 Gal Pep Tank 16"" Pump	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	11/16/2001	4,860	0	0	0	0	0	0	0	0	4,860	0	0	0	0	0	0
742	10003003	12 Tsurumi Pumps Model 40Psha 110V Auto	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	12/28/2001	3,599	0	0	0	0	0	0	0	0	3,599	0	0	0	0	0	0
743	10003004	Pumps For Pep Tanks	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	8/10/2005	6,900	0	0	0	0	0	0	0	0	6,900	0	0	0	0	0	0
744	10003005	Supplies	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	4/26/2002	403	0	0	0	0	0	0	0	0	403	0	0	0	0	0	0
745	10003006	10 E-One 115V Grinder Type Pump Stations	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	10/5/2001	21,274	0	0	0	0	0	0	0	0	21,274	0	0	0	0	0	0
746	10003007	Installation Of E-One Pep Tank Supplies	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	11/30/2001	106	0	0	0	0	0	0	0	0	106	0	0	0	0	0	0
747	10003008	New Pep Tank Installs	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	9/15/2004	460	0	0	0	0	0	0	0	0	460	0	0	0	0	0	0
748	10003009	Pep Tanks Less Pumps	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	6/28/2005	6,063	0	0	0	0	0	0	0	0	6,063	0	0	0	0	0	0
749	10003010	Pep Tanks Less Pumps	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	6/28/2005	6,063	0	0	0	0	0	0	0	0	6,063	0	0	0	0	0	0
750	10003011	Pep Tanks Less Pumps	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	6/28/2005	6,063	0	0	0	0	0	0	0	0	6,063	0	0	0	0	0	0
751	10003012	Pep Tanks Less Pumps	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	8/3/2005	6,063	0	0	0	0	0	0	0	0	6,063	0	0	0	0	0	0
752	10003013	Pep Tank & Pump Replacement	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	9/7/2001	2,400	0	0	0	0	0	0	0	0	2,400	0	0	0	0	0	0
753	10003014	Pep Tank & Pump Replacement	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	9/7/2001	3,599	0	0	0	0	0	0	0	0	3,599	0	0	0	0	0	0
754	10003015	Pep Tanks/Installation	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	10/19/2001	609	0	0	0	0	0	0	0	0	609	0	0	0	0	0	0
755	10003016	Pep Tank Parts	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	11/29/2001	12	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0
756	10003017	Pep Tank Materials For Install.	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	10/1/2002	4,972	0	0	0	0	0	0	0	0	4,972	0	0	0	0	0	0
757	10003018	Pep Tank Parts	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	11/5/2002	163	0	0	0	0	0	0	0	0	163	0	0	0	0	0	0
758	10003019	Pep Tank Install	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	8/10/2001	68	0	0	0	0	0	0	0	0	68	0	0	0	0	0	0
759	10003020	Pep Tank Misc Parts	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	8/27/2001	172	0	0	0	0	0	0	0	0	172	0	0	0	0	0	0
760	10003021	Pep Tank Install Materials	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	9/21/2001	202	0	0	0	0	0	0	0	0	202	0	0	0	0	0	0
761	10003022	10 1050 Gal Pep Tanks W/Assembley	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	11/15/2001	4,860	0	0	0	0	0	0	0	0	4,860	0	0	0	0	0	0
762	10003023	Ww Pep Install Pep Tanks	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	9/23/2003	107,684	0	0	0	0	0	0	0	0	107,684	0	0	0	0	0	0
763	10003024	Pumps And Meterials For Pep Tanks	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	10/2/2002	30,419	0	0	0	0	0	0	0	0	30,419	0	0	0	0	0	0
764	10003025	Grinder Pump	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	8/8/2003	5,200	0	0	0	0	0	0	0	0	5,200	0	0	0	0	0	0
765	10003026	Ties,Clamps,Pvc Pipe Etc...	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	10/28/2002	1,142	0	0	0	0	0	0	0	0	1,142	0	0	0	0	0	0
766	10003027	Pep Tanks Less Pumps	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	8/26/2005	7,275	0	0	0	0	0	0	0	0	7,275	0	0	0	0	0	0
767	10003028	Pep Pumps - New Installations	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	9/6/2005	6,900	0	0	0	0	0	0	0	0	6,900	0	0	0	0	0	0
768	10003029	Pep Tank Install Materials	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	8/29/2005	308	0	0	0	0	0	0	0	0	308	0	0	0	0	0	0
769	10003030	Pep Tank Installs	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	7/11/2005	143	0	0	0	0	0	0	0	0	143	0	0	0	0	0	0
770	10003031	Pep Tanks	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	7/1/2005	423	0	0	0	0	0	0	0	0	423	0	0	0	0	0	0
771	10003032	Pep Tank Insalls	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	6/15/2005	445	0	0	0	0	0	0	0	0	445	0	0	0	0	0	0
772	10003033	Pep Tank Installs	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	6/7/2005	13	0	0	0	0	0	0	0	0	13	0	0	0	0	0	0
773	10003034	Pep Tank Supplies	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	5/18/2005	187	0	0	0	0	0	0	0	0	187	0	0	0	0	0	0
774	10003035	Pep Tank Materials	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	5/6/2005	328	0	0	0	0	0	0	0	0	328	0	0	0	0	0	0
775	10003036	Swing Check, Blade Supplies	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	4/20/2005	295	0	0	0	0	0	0	0	0	295	0	0	0	0	0	0
776	10003037	Pep Tank Installs	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	9/30/2005	3,094	0	0	0	0	0	0	0	0	3,094	0	0	0	0	0	0
777	10003038	Ww Pep Tanks & Parts	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	9/30/2002	42,157	0	0	0	0	0	0	0	0	42,157	0	0	0	0	0	0
778	10003039	New Pep Tank Install	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	11/2/2005	482	0	0	0	0	0	0	0	0	482	0	0	0	0	0	0
779	10003040	New Pep Tank Install	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	10/3/2005	499	0	0	0	0	0	0	0	0	499	0	0	0	0	0	0
780	10003041	Pep Tanks - New Installation	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	1/27/2006	6,153	0	0	0	0	0	0	0	0	6,153	0	0	0	0	0	0
781	10003042	Pep Tanks - New Installation	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	1/27/2006	11,360	0	0	0	0	0	0	0	0	11,360	0	0	0	0	0	0
782	10003043	Pep Pumps - New Installations	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	8/11/2006	6,900	0	0	0	0	0	0	0	0	6,900	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
783	10003044	Float Set For Tsurumi Pep Tank Pump	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	3/23/2006	352	0	0	0	0	0	0	0	0	352	0	0	0	0	0	0
784	10003045	Freight	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	3/23/2006	10	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0
785	10003046	Pep Pumps - New Installations	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	3/29/2006	6,900	0	0	0	0	0	0	0	0	6,900	0	0	0	0	0	0
786	10003047	Pep Tanks - New Installation	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	1/27/2006	7,275	0	0	0	0	0	0	0	0	7,275	0	0	0	0	0	0
787	10003048	Pep Pumps - New Installs	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	1/25/2006	6,900	0	0	0	0	0	0	0	0	6,900	0	0	0	0	0	0
788	10003049	Equip Maint & Repair Serv	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	3/22/2006	7,275	0	0	0	0	0	0	0	0	7,275	0	0	0	0	0	0
789	10003050	Equip Maint & Repair	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	1/4/2006	7,275	0	0	0	0	0	0	0	0	7,275	0	0	0	0	0	0
790	10003051	Pep Tanks - New Installation	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	6/19/2006	2,425	0	0	0	0	0	0	0	0	2,425	0	0	0	0	0	0
791	10003052	(2) 120V E/One Model 2010-61 Grinder Pum	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	6/28/2006	3,704	0	0	0	0	0	0	0	0	3,704	0	0	0	0	0	0
792	10003053	(5) Complete 120V E/One Model 2010-61 Gr	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	6/28/2006	17,050	0	0	0	0	0	0	0	0	17,050	0	0	0	0	0	0
793	10003054	Irr. Materials	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	5/26/2006	499	0	0	0	0	0	0	0	0	499	0	0	0	0	0	0
794	10003055	Irr. Materials	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	5/16/2006	99	0	0	0	0	0	0	0	0	99	0	0	0	0	0	0
795	10003056	New Pep Tanks Under Res# 2006-123	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	8/1/2006	7,275	0	0	0	0	0	0	0	0	7,275	0	0	0	0	0	0
796	10003057	New Pep Tanks Under Res# 2006-123	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	8/9/2006	7,275	0	0	0	0	0	0	0	0	7,275	0	0	0	0	0	0
797	10003058	New Pep Tanks Under Res# 2006-123	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	8/16/2006	7,275	0	0	0	0	0	0	0	0	7,275	0	0	0	0	0	0
798	10003059	New Pep Tanks Under Res# 2006-123	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	8/29/2006	2,425	0	0	0	0	0	0	0	0	2,425	0	0	0	0	0	0
799	10003060	Pep Pump Replacements & Rehabs	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	7/27/2006	10,350	0	0	0	0	0	0	0	0	10,350	0	0	0	0	0	0
800	10003061	New Pep Tanks Under Res# 2006-123	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	8/29/2006	4,684	0	0	0	0	0	0	0	0	4,684	0	0	0	0	0	0
801	10003062	Repair Pep Tanks	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	8/16/2006	1,380	0	0	0	0	0	0	0	0	1,380	0	0	0	0	0	0
802	10003063	Irrigation Pipes For Pep Tanks	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	8/4/2006	410	0	0	0	0	0	0	0	0	410	0	0	0	0	0	0
803	10003064	Repair Pep Tanks	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	7/28/2006	6,900	0	0	0	0	0	0	0	0	6,900	0	0	0	0	0	0
804	10003065	Irrigation Pipes For Pep Tanks	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	7/12/2006	499	0	0	0	0	0	0	0	0	499	0	0	0	0	0	0
805	10003066	Ww Pep Tank Parts - Fl Irrigation - 2 In	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	12/18/2007	484	0	0	0	0	0	0	0	0	484	0	0	0	0	0	0
806	10003067	Ww Pep Tank Pump Replacements - Lucas Te	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	5/23/2008	13,978	0	0	0	0	0	0	0	0	13,978	0	0	0	0	0	0
807	10003068	Ww Pep Tank Parts - Water Resource - 3 I	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	5/21/2008	4,449	0	0	0	0	0	0	0	0	4,449	0	0	0	0	0	0
808	10003069	Ww Pep Tank Parts - Florida Irrigat - 2	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	6/18/2008	557	0	0	0	0	0	0	0	0	557	0	0	0	0	0	0
809	10003070	Ww Pep Tank Replcemnt Parts - Alpha Gen	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	1/17/2008	21,225	0	0	0	0	0	0	0	0	21,225	0	0	0	0	0	0
810	10003071	Ww Pep Tanks - Lucas Tech - 1 Invoice	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	10/23/2007	6,900	0	0	0	0	0	0	0	0	6,900	0	0	0	0	0	0
811	10003072	Ww Pep Tank Parts - Water Resource - 2 I	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	10/19/2007	1,181	0	0	0	0	0	0	0	0	1,181	0	0	0	0	0	0
812	10003073	Ww Pep Tanks - Lucas Tech - 1 Invoice	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	11/13/2006	6,900	0	0	0	0	0	0	0	0	6,900	0	0	0	0	0	0
813	10003074	Ww Pep Tank E-One Part- Water Resource -	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	1/1/2007	996	0	0	0	0	0	0	0	0	996	0	0	0	0	0	0
814	10003075	Ww Pep Tanks & Parts - Multi-Vendors -	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	5/31/2007	36,628	0	0	0	0	0	0	0	0	36,628	0	0	0	0	0	0
815	10003076	Ww Pep Tanks & Parts - Multi-Vendors -1	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	9/10/2007	34,673	0	0	0	0	0	0	0	0	34,673	0	0	0	0	0	0
816	10003077	Ww Pep Tank & Parts Multi Vendors - Mult	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	9/17/2007	50,530	0	0	0	0	0	0	0	0	50,530	0	0	0	0	0	0
817	10003078	Tank-Leeway Elevated Water Tank - 301 Le	20	208	3301	WATER PLANT	W Treatment	6/1/2000	43,122	0	43,122	0	0	0	0	0	0	0	0	0	0	0	0	0	0
818	10003079	Tomoka*Leeway*Breakaway	20	208	3301	WATER PLANT	W Treatment	9/1/2000	14,374	0	14,374	0	0	0	0	0	0	0	0	0	0	0	0	0	0
819	10003080	Quarterly Water Tank Maint	20	208	3301	WATER PLANT	GENERAL	3/1/2001	43,122	0	0	0	0	0	0	0	0	0	0	0	0	0	0	43,122	0
820	10003081	Tomoka*Leeway*Breakaway Quarterly Maint	20	208	3301	WATER PLANT	W Treatment	12/1/2001	7,689	0	7,689	0	0	0	0	0	0	0	0	0	0	0	0	0	0
821	10003082	Water Tank Maint. Tomoka*Leeway*Breakawa	20	208	3301	WATER PLANT	W Treatment	12/15/1997	28,748	0	28,748	0	0	0	0	0	0	0	0	0	0	0	0	0	0
822	10003083	Water Tank Maint. Sept	20	208	3301	WATER PLANT	GENERAL	9/1/2003	7,689	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,689	0
823	10003084	Water Tank Maint	20	208	3301	WATER PLANT	GENERAL	6/1/2003	7,689	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,689	0
824	10003085	Water Tank Maint	20	208	3301	WATER PLANT	GENERAL	3/1/2003	1,672	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,672	0
825	10003086	Water Tank Maint - Leeway	20	208	3301	WATER PLANT	GENERAL	3/1/2003	3,758	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,758	0
826	10003087	Water Tank Maint Breakaway	20	208	3301	WATER PLANT	GENERAL	3/1/2003	2,259	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,259	0
827	10003088	Water Tank Maint Tomoka Leeway Breakaway	20	208	3301	WATER PLANT	GENERAL	12/1/2002	7,689	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,689	0
828	10003089	Quarterly Water Tank Maint	20	208	3301	WATER PLANT	GENERAL	9/1/2001	14,374	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14,374	0
829	10003090	Elevated Tank / Leeway / Annual	20	208	3301	WATER PLANT	GENERAL	1/3/2006	40,726	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40,726	0
830	10003091	Elevated Tank / Breakaway Trails / Annua	20	208	3301	WATER PLANT	GENERAL	1/3/2006	23,168	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23,168	0
831	10003092	Elevated Tank - Year	20	208	3301	WATER PLANT	GENERAL	4/12/2006	350	0	0	0	0	0	0	0	0	0	0	0	0	0	0	350	0
832	10003093	Elevated Tank / Water Plant / Annual	20	208	3301	WATER PLANT	GENERAL	8/14/2006	20,495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20,495	0
833	10003094	Leeway - Design Improvements	20	208	3301	WATER PLANT	GENERAL	12/4/2006	978	0	0	0	0	0	0	0	0	0	0	0	0	0	0	978	0
834	10003095	Leeway - Design Improvements	20	208	3301	WATER PLANT	GENERAL	1/17/2007	489	0	0	0	0	0	0	0	0	0	0	0	0	0	0	489	0
835	10003096	Tank Leeway - Engineering - 1 Invoice	20	208	3302	WATER DISTRIBUTION	W TRANSMISSION	11/24/2007	2,445	0	0	0	2,445	0	0	0	0	0	0	0	0	0	0	0	0
836	10003097	Tank Leeway Construction - Censtate - 1	20	208	3302	WATER DISTRIBUTION	W TRANSMISSION	4/1/2008	16,300	0	0	0	16,300	0	0	0	0	0	0	0	0	0	0	0	0
837	10003098	Tank Leeway Construction - Censtate - 3	20	208	3302	WATER DISTRIBUTION	W TRANSMISSION	9/30/2007	256,700	0	0	0	256,700	0	0	0	0	0	0	0	0	0	0	0	0
838	10003099	Hydraulic Scale/Mounted Vacuum*Module	30	309	3301	WATER PLANT	W Treatment	1/5/2000	9,105	0	9,105	0	0	0	0	0	0	0	0	0	0	0	0	0	0
839	10003100	Wtr Main Us 1/Tomoka Rd Relocation	20	208	3302	WATER DISTRIBUTION	W T&D	10/25/1999	282,439	0	0	83,704	198,736	0	0	0	0	0	0	0	0	0	0	0	0
840	10003101	Wtr Main Us 1/Tomoka Rd Const Material T	20	208	3302	WATER DISTRIBUTION	W T&D	12/22/1999	533	0	0	158	375	0	0	0	0	0	0	0	0	0	0	0	0
841	10003102	Wtr Main Us 1/Tomoka Rd Professional Ser	20	208	3302	WATER DISTRIBUTION	W T&D	10/23/1999	11,441	0	0	3,391	8,050	0	0	0	0	0	0	0	0	0	0	0	0
842	10003103	Wtr Meters & Parts Of Various Sizes Syst	20	208	3301	WATER PLANT	W METERS	6/22/2000	53,338	0	0	0	0	0	53,338	0	0	0	0	0	0	0	0	0	0
843	10003104	Wtr Mtr Meter Lids*Bear Creek	20	208	3301	WATER PLANT	W METERS	5/23/2000	780	0	0	0	0	0	780	0	0	0	0	0	0	0	0	0	0
844	10003105	Wtr Mtr Water Meter Replacement Parts	20	208	3301	WATER PLANT	W METERS	3/20/2000	4,505	0	0	0	0	0	4,505	0	0	0	0	0	0	0	0	0	0
845	10003106	Wtr Mtr Style 90 Dresser Coupling	20	208	3301	WATER PLANT	W METERS	4/4/2000	1,063	0	0	0	0	0	1,063	0	0	0	0	0	0	0	0	0	0
846	10003107	Wtr Mtr Turbo Meters/2	20	208	3301	WATER PLANT	W METERS	3/23/2000	1,136	0	0	0	0	0	1,136	0	0	0	0	0	0	0	0	0	0
847	10003108	Wtr Mtr Replace 8"" Meter @ Bear Creek	20	208	3301	WATER PLANT	W METERS	5/16/2000	495	0	0	0	0	0	495	0	0	0	0	0	0	0	0	0	0
848	10003109	Wtr Mtr 1000 5/8 & 3/4"" Pmm Meters	20	208	3301	WATER PLANT	W METERS	11/30/2001	23,710	0	0	0	0	0	23,710	0	0	0	0	0	0	0	0	0	0
849	10003110	Wtr Mtr Couplings*Ck Valves*Yokes	20	208	3301	WATER PLANT	W METERS	12/13/1999	22,344	0	0	0	0	0	22,344	0	0	0	0	0	0	0	0	0	0
850	10003111	Wtr Mtr Meters * Various Sizes Fy 1999	20	208	3301	WATER PLANT	W METERS	9/30/1999	57,768	0	0	0	0	0	57,768	0	0	0	0	0	0	0	0	0	0
851	10003112	Wtr Mtr Meter Replacement Parts & Meter	20	208	3301	WATER PLANT	W METERS	8/28/1998	2,853	0	0	0	0	0	2,853	0	0	0	0	0	0	0	0	0	0
852	10003113	Wtr Mtr Meters 5/8"", 3/4"" & 2""	20	208	3301	WATER PLANT	W METERS	7/29/1998	28,465	0	0	0	0	0	28,465	0	0	0	0	0	0	0	0	0	0
853	10003114	Wtr Mtr 100 Touch Read Meters	20	208	3301	WATER PLANT	W METERS	2/19/1998	11,700	0	0	0	0	0	11,700	0	0	0	0	0	0	0	0	0	0
854	10003115	Wtr Mtr 200 Touch Read Meters	20	208	3301	WATER PLANT	W METERS	1/3/2002	15,090	0	0	0	0	0	15,090	0	0	0	0	0	0	0	0	0	0
855	10003116	Wtr Mtr Meter Replacement Parts	20	208	3301	WATER PLANT	W METERS	9/12/2000	13,526	0	0	0	0	0	13,526	0	0	0	0	0	0	0	0	0	0
856	10003117	Wtr Mtr 5/8 & 3/4"" Meters	20	208	3301	WATER PLANT	W METERS	9/15/2000	18,041	0	0	0	0	0	18,041	0	0	0	0	0	0	0	0	0	0
857	10003118	Wtr Mtr 1200 5/8"" & 3/4"" Meters	20	208	3301	WATER PLANT	W METERS	8/24/2001	39,152	0	0	0	0	0	39,152	0	0	0	0	0	0	0	0	0	0
858	10003119	Wtr Mtr 3"" Fire Hydrant Meters/2	20	208	3301	WATER PLANT	W METERS	11/15/2000	1,169	0	0	0	0	0	1,169	0	0	0	0	0	0	0	0	0	0
859	10003120	Wtr Mtr Parts,Turbo Meter,Expanders,Yoke	20	208	3301	WATER PLANT	W METERS	12/13/2000	18,001	0	0	0	0	0	18,001	0	0	0	0	0	0	0	0	0	0
860	10003121	Wtr Mtr Yoke Bars*Ball Valve	20	208	3301	WATER PLANT	W METERS	4/19/2001	9,787	0	0	0	0	0	9,787	0	0	0	0	0	0	0	0	0	0
861	10003122	Wtr Mtr 50-1"" Meters	20	208	3301	WATER PLANT	W METERS	11/13/2000	3,093	0	0	0	0	0	3,093	0	0	0	0	0	0	0	0	0	0
862	10003123	Wtr Mtr 2350-3/4"" & 20-2"" Meters	20	208	3301	WATER PLANT	W METERS	11/13/2000	38,818	0	0	0	0	0	38,818	0	0	0	0	0	0	0	0	0	0
863	10003124	Wtr Mtr 100-Touchreads	20	208	3301	WATER PLANT	W METERS	12/28/2000	7,721	0	0	0	0	0	7,721	0	0	0	0	0	0	0	0	0	0
864	10003125	Wtr Mtr Large Water Meter Survey	20	208	3302	WATER DISTRIBUTION	W METERS	3/22/2002	8,990	0	0	0	0	0	8,990	0	0	0	0	0	0	0	0	0	0
865	10003126	Wtr Mtr 3 1"" T-10 Gal Meters	20	208	3301	WATER PLANT	W METERS	3/12/2002	379	0	0	0	0	0	379	0	0	0	0	0	0	0	0	0	0
866	10003127	Wtr Mtr 60 3/4"" Expansion Connections	20	208	3301	WATER PLANT	W METERS	4/3/2002	483	0	0	0	0	0	483	0	0	0	0	0	0	0	0	0	0
867	10003128	Wtr Mtr 1000 3/4"" & 500 5/8""X3/4"" Met	20	208	3301	WATER PLANT	W METERS	4/29/2002	7,725	0	0	0	0	0	7,725	0	0	0	0	0	0	0	0	0	0
868	10003129	Wtr Mtr 1 Neptune 4"" Tru Flow & 1 4"" S	20	208	3301	WATER PLANT	W METERS	4/24/2002	2,094	0	0	0	0	0	2,094	0	0	0	0	0	0	0	0	0	0
869	10003130	Wtr Mtr 2 1 1/2"" Touch Read Meter	20	208	3301	WATER PLANT	W METERS	5/15/2002	474	0	0	0	0	0	474	0	0	0	0	0	0	0	0	0	0
870	10003131	Wtr Mtr 300 Touch Read Meters	20	208	3301	WATER PLANT	W METERS	9/26/2002	22,350	0	0	0	0	0	22,350	0	0	0	0	0	0	0	0	0	0
871	10003132	Wtr Mtr Large Meter Survey & Testing	20	208	3302	WATER DISTRIBUTION	W METERS	9/19/2002	480	0	0	0	0	0	480	0	0	0	0	0	0	0	0	0	0
872	10003133	Wtr Mtr 5/8"" X 3/4"" Manual Read Water	20	208	3301	WATER PLANT	W METERS	11/14/2003	2,400	0	0	0	0	0	2,400	0	0	0	0	0	0	0	0	0	0
873	10003134	Wtr Mtr Neptune,5/8X3/4"" T10 Proread Ga	20	208	3301	WATER PLANT	W METERS	1/14/2004	37,250	0	0	0	0	0	37,250	0	0	0	0	0	0	0	0	0	0
874	10003135	Wtr Mtr Neptune, 5/8""X3/4"" T10 Direct	20	208	3301	WATER PLANT	W METERS	1/14/2004	1,200	0	0	0	0	0	1,200	0	0	0	0	0	0	0	0	0	0
875	10003136	Wtr Mtr Neptune, 1"" T10 Proread Gal. Me	20	208	3301	WATER PLANT	W METERS	1/27/2004	10,400	0	0	0	0	0	10,400	0	0	0	0	0	0	0	0	0	0
876	10003137	Wtr Mtr 1-1/2"" T10 Proread Gal Meter W/	20	208	3301	WATER PLANT	W METERS	1/27/2004	5,925	0	0	0	0	0	5,925	0	0	0	0	0	0	0	0	0	0
877	10003138	Wtr Mtr 2"" T10 Proread Gallon Meter W/6	20	208	3301	WATER PLANT	W METERS	1/27/2004	8,250	0	0	0	0	0	8,250	0	0	0	0	0	0	0	0	0	0
878	10003139	Wtr Mtr 1 1/2"" 6 Wh Gallon Encoder	20	208	3301	WATER PLANT	W METERS	2/25/2004	220	0	0	0	0	0	220	0	0	0	0	0	0	0	0	0	0
879	10003140	Wtr Mtr 6"" Hp Prot Iii 6 Wh Gallon Enco	20	208	3301	WATER PLANT	W METERS	2/25/2004	118	0	0	0	0	0	118	0	0	0	0	0	0	0	0	0	0
880	10003141	Wtr Mtr 1 1/2"" 6 Wh Gallon Encoder	20	208	3301	WATER PLANT	W METERS	2/25/2004	220	0	0	0	0	0	220	0	0	0	0	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
881	10003142	Wtr Mtr 6"" Hp Prot Iii 6 Wh Gallon Enco	20	208	3301	WATER PLANT	W METERS	2/25/2004	118	0	0	0	0	0	118	0	0	0	0	0	0	0	0	0
882	10003143	Wtr 10"" Hp Port Iii 6 Wh Gallon Encoder	20	208	3301	WATER PLANT	W METERS	2/25/2004	59	0	0	0	0	0	59	0	0	0	0	0	0	0	0	0
883	10003144	Wtr Mtr 8"" Hp Prot Iii 6 Wh Gallon Enco	20	208	3301	WATER PLANT	W METERS	2/25/2004	118	0	0	0	0	0	118	0	0	0	0	0	0	0	0	0
884	10003145	Wtr Mtr 3"" Tt Turbine 6 Wh Gallon Encod	20	208	3301	WATER PLANT	W METERS	2/25/2004	118	0	0	0	0	0	118	0	0	0	0	0	0	0	0	0
885	10003146	Wtr Mtr 6"" Tt Turine 6 Wh Gallon Encode	20	208	3301	WATER PLANT	W METERS	2/25/2004	118	0	0	0	0	0	118	0	0	0	0	0	0	0	0	0
886	10003147	Wtr Mtr 4"" Tt Turbine 6 Wh Gallon Encod	20	208	3301	WATER PLANT	W METERS	2/25/2004	118	0	0	0	0	0	118	0	0	0	0	0	0	0	0	0
887	10003148	Wtr Mtr 2"" 6 Wh Gallon Encoder	20	208	3301	WATER PLANT	W METERS	2/25/2004	220	0	0	0	0	0	220	0	0	0	0	0	0	0	0	0
888	10003149	Wtr Mtr Neptune R900 V2 Miu W/6' Cable	20	208	3301	WATER PLANT	W METERS	3/2/2004	5,500	0	0	0	0	0	5,500	0	0	0	0	0	0	0	0	0
889	10003150	Wtr Mtr Neptune, 5/8""X3/4"" Manual Read	20	208	3301	WATER PLANT	W METERS	3/2/2004	2,400	0	0	0	0	0	2,400	0	0	0	0	0	0	0	0	0
890	10003151	Wtr Mtr 5/8""X3/4"" T10 Proread Pl/Bttm	20	208	3301	WATER PLANT	W METERS	5/3/2004	73,830	0	0	0	0	0	73,830	0	0	0	0	0	0	0	0	0
891	10003152	Wtr Mtr 5/8""X3/4"" T10 Proread Pl/Bttm	20	208	3301	WATER PLANT	W METERS	5/3/2004	8,121	0	0	0	0	0	8,121	0	0	0	0	0	0	0	0	0
892	10003153	Wtr Mtr 3/4"" Meter Expanders Ec-23	20	208	3301	WATER PLANT	W METERS	5/12/2004	2,715	0	0	0	0	0	2,715	0	0	0	0	0	0	0	0	0
893	10003154	Wtr Mtr B94-324W 1"" Cts Pj X 3/4"" Mete	20	208	3301	WATER PLANT	W METERS	5/12/2004	1,998	0	0	0	0	0	1,998	0	0	0	0	0	0	0	0	0
894	10003155	Wtr Mtr 5/8""X3/4"" T10 Proread Pl/Bttm	20	208	3301	WATER PLANT	W METERS	5/12/2004	29,800	0	0	0	0	0	29,800	0	0	0	0	0	0	0	0	0
895	10003156	Wtr Mtr 1"" 4 Wh Gallon Encoder	20	208	3301	WATER PLANT	W METERS	2/25/2004	220	0	0	0	0	0	220	0	0	0	0	0	0	0	0	0
896	10003157	Wtr Mtr 5/8"" X 3/4"" Manual Read Water	20	208	3301	WATER PLANT	W METERS	11/14/2003	2,400	0	0	0	0	0	2,400	0	0	0	0	0	0	0	0	0
897	10003158	Wtr Mtr 5/8"" X 3/4"" T10 Bb Proread Wir	20	208	3301	WATER PLANT	W METERS	7/7/2004	2,214	0	0	0	0	0	2,214	0	0	0	0	0	0	0	0	0
898	10003159	Wtr Mtr R900 V2 Pit Miu W/6' Cable	20	208	3301	WATER PLANT	W METERS	7/7/2004	5,500	0	0	0	0	0	5,500	0	0	0	0	0	0	0	0	0
899	10003160	Wtr Mtr 5/8""X3/4"" T10 Proread Pl/Bttm	20	208	3301	WATER PLANT	W METERS	7/7/2004	44,700	0	0	0	0	0	44,700	0	0	0	0	0	0	0	0	0
900	10003161	Wtr Mtr 3/4"" Meter Expanders For 3/4""	20	208	3301	WATER PLANT	W METERS	8/2/2004	6,100	0	0	0	0	0	6,100	0	0	0	0	0	0	0	0	0
901	10003162	Wtr Mtr Rhino,10X15 Box Lid W/Proread/R9	20	208	3301	WATER PLANT	W METERS	8/30/2004	11,235	0	0	0	0	0	11,235	0	0	0	0	0	0	0	0	0
902	10003163	Wtr Mtr Supplies	20	208	3301	WATER PLANT	W METERS	1/28/2004	18	0	0	0	0	0	18	0	0	0	0	0	0	0	0	0
903	10003164	Wtr Mtr 2"" Meter Flang Kits	20	208	3301	WATER PLANT	W METERS	1/7/2004	488	0	0	0	0	0	488	0	0	0	0	0	0	0	0	0
904	10003165	Wtr Mtr Nuts & Bolts	20	208	3301	WATER PLANT	W METERS	1/6/2004	235	0	0	0	0	0	235	0	0	0	0	0	0	0	0	0
905	10003166	Wtr Mtr 30 10"" Plastic Valve Boxes	20	208	3301	WATER PLANT	W METERS	12/11/2003	293	0	0	0	0	0	293	0	0	0	0	0	0	0	0	0
906	10003167	Wtr Mtr Concrete Meter Vault	20	208	3301	WATER PLANT	W METERS	2/18/2003	3,974	0	0	0	0	0	3,974	0	0	0	0	0	0	0	0	0
907	10003168	Wtr Mtr Meter Boxes	20	208	3301	WATER PLANT	W METERS	12/11/2002	6,075	0	0	0	0	0	6,075	0	0	0	0	0	0	0	0	0
908	10003169	Wtr Mtr Large Meter Parts	20	208	3301	WATER PLANT	W METERS	11/14/2002	50	0	0	0	0	0	50	0	0	0	0	0	0	0	0	0
909	10003170	Wtr Mtr Repair Clamps	20	208	3301	WATER PLANT	W METERS	11/11/2002	310	0	0	0	0	0	310	0	0	0	0	0	0	0	0	0
910	10003171	Wtr Mtr Large Meter Testing Materials	20	208	3301	WATER PLANT	W METERS	10/23/2002	167	0	0	0	0	0	167	0	0	0	0	0	0	0	0	0
911	10003172	Wtr Mtr Touch Read Meters	20	208	3301	WATER PLANT	W METERS	10/23/2002	13,868	0	0	0	0	0	13,868	0	0	0	0	0	0	0	0	0
912	10003173	Wtr Mtr Male Adapters	20	208	3301	WATER PLANT	W METERS	10/14/2002	357	0	0	0	0	0	357	0	0	0	0	0	0	0	0	0
913	10003174	Wtr Mtr Large Meter Box	20	208	3301	WATER PLANT	W METERS	10/10/2002	420	0	0	0	0	0	420	0	0	0	0	0	0	0	0	0
914	10003175	Wtr Mtr Male Adapter	20	208	3301	WATER PLANT	W METERS	10/10/2002	36	0	0	0	0	0	36	0	0	0	0	0	0	0	0	0
915	10003176	Wtr Mtr Commercial Meter Replacement	20	208	3301	WATER PLANT	W METERS	9/24/2003	117,647	0	0	0	0	0	117,647	0	0	0	0	0	0	0	0	0
916	10003177	Wtr Mtr Residential Meter Replacement	20	208	3301	WATER PLANT	W METERS	9/23/2003	197,603	0	0	0	0	0	197,603	0	0	0	0	0	0	0	0	0
917	10003178	Wtr Mtr Handheld Fld Programmer	20	208	3301	WATER PLANT	W METERS	9/11/2003	17,550	0	0	0	0	0	17,550	0	0	0	0	0	0	0	0	0
918	10003179	Wtr Mtr Sod For Replacement Areas Damage	20	208	3301	WATER PLANT	W METERS	9/3/2003	86	0	0	0	0	0	86	0	0	0	0	0	0	0	0	0
919	10003180	Wtr Mtr Cement And Rocks	20	208	3301	WATER PLANT	W METERS	8/29/2003	156	0	0	0	0	0	156	0	0	0	0	0	0	0	0	0
920	10003181	Wtr Mtr Supplies & Parts For Meters	20	208	3301	WATER PLANT	W METERS	10/10/2002	1,578	0	0	0	0	0	1,578	0	0	0	0	0	0	0	0	0
921	10003182	Wtr Mtr Water Meters	20	208	3301	WATER PLANT	W METERS	9/30/2003	2,497	0	0	0	0	0	2,497	0	0	0	0	0	0	0	0	0
922	10003183	Wtr Mtr Meter Replacement Parts	20	208	3301	WATER PLANT	W METERS	6/26/2003	1,007	0	0	0	0	0	1,007	0	0	0	0	0	0	0	0	0
923	10003184	Wtr Mtr Materials For Large Meter Repair	20	208	3301	WATER PLANT	W METERS	11/1/2002	3,090	0	0	0	0	0	3,090	0	0	0	0	0	0	0	0	0
924	10003185	Wtr Mtr Flanges For Meters	20	208	3301	WATER PLANT	W METERS	3/19/2003	173	0	0	0	0	0	173	0	0	0	0	0	0	0	0	0
925	10003186	Wtr Mtr Crushed Rock	20	208	3301	WATER PLANT	W METERS	3/11/2003	170	0	0	0	0	0	170	0	0	0	0	0	0	0	0	0
926	10003187	Wtr Mtr Cdr Boxes/Lids	20	208	3301	WATER PLANT	W METERS	6/16/2003	9,163	0	0	0	0	0	9,163	0	0	0	0	0	0	0	0	0
927	10003188	Wtr Mtr Supplies & Parts	20	208	3302	WATER DISTRIBUTION	W METERS	11/11/2002	181	0	0	0	0	0	181	0	0	0	0	0	0	0	0	0
928	10003189	Wtr Mtr Film Processing For Meter Pictur	20	208	3302	WATER DISTRIBUTION	W METERS	10/25/2002	13	0	0	0	0	0	13	0	0	0	0	0	0	0	0	0
929	10003190	Wtr Mtr 2"" 6 Wh Gallon Encoder	20	208	3301	WATER PLANT	W METERS	2/25/2004	220	0	0	0	0	0	220	0	0	0	0	0	0	0	0	0
930	10003191	Wtr Mtr R900 Rf Pit Miu Transmitter	20	208	3301	WATER PLANT	W METERS	1/24/2005	8,250	0	0	0	0	0	8,250	0	0	0	0	0	0	0	0	0
931	10003192	Wtr Mtr 2"" T10 Flanged Gallon Encoder M	20	208	3301	WATER PLANT	W METERS	1/24/2005	2,640	0	0	0	0	0	2,640	0	0	0	0	0	0	0	0	0
932	10003193	Wtr Mtr 1 1/2"" T10 Flanged Gallon Encod	20	208	3301	WATER PLANT	W METERS	1/24/2005	1,422	0	0	0	0	0	1,422	0	0	0	0	0	0	0	0	0
933	10003194	Wtr Mtr 1"" T10 Gallon Encoder Meter	20	208	3301	WATER PLANT	W METERS	1/24/2005	1,664	0	0	0	0	0	1,664	0	0	0	0	0	0	0	0	0
934	10003195	Wtr Mtr 5/8""X3/4"" Touch Read Meters	20	208	3301	WATER PLANT	W METERS	1/24/2005	18,763	0	0	0	0	0	18,763	0	0	0	0	0	0	0	0	0
935	10003196	Wtr Mtr 5/8""X3/4"" Touch Read Meters	20	208	3301	WATER PLANT	W METERS	3/22/2005	67,545	0	0	0	0	0	67,545	0	0	0	0	0	0	0	0	0
936	10003197	Wtr Mtr 1"" T10 Proread E49N, 1000G, Pre	20	208	3301	WATER PLANT	W METERS	3/30/2005	4,992	0	0	0	0	0	4,992	0	0	0	0	0	0	0	0	0
937	10003198	Wtr Mtr Rhino, 10X15 Mtr Lid W/Proread/R	20	208	3301	WATER PLANT	W METERS	3/30/2005	7,490	0	0	0	0	0	7,490	0	0	0	0	0	0	0	0	0
938	10003199	Wtr Mtr 1"" T10 Proread E49N, 10000G, Pr	20	208	3301	WATER PLANT	W METERS	4/26/2005	5,200	0	0	0	0	0	5,200	0	0	0	0	0	0	0	0	0
939	10003200	Wtr Mtr 5/8""X3/4"" Touch Read Meters	20	208	3301	WATER PLANT	W METERS	4/26/2005	105,070	0	0	0	0	0	105,070	0	0	0	0	0	0	0	0	0
940	10003201	Wtr Mtr 3/4"" Expanders	20	208	3301	WATER PLANT	W METERS	4/26/2005	1,929	0	0	0	0	0	1,929	0	0	0	0	0	0	0	0	0
941	10003202	Wtr Mtr 1"" Yoke Valves	20	208	3301	WATER PLANT	W METERS	4/26/2005	1,020	0	0	0	0	0	1,020	0	0	0	0	0	0	0	0	0
942	10003203	Wtr Mtr 1"" Expanders	20	208	3301	WATER PLANT	W METERS	4/26/2005	216	0	0	0	0	0	216	0	0	0	0	0	0	0	0	0
943	10003204	Wtr Mtr 3/4"" Yoke Valves	20	208	3301	WATER PLANT	W METERS	4/26/2005	3,468	0	0	0	0	0	3,468	0	0	0	0	0	0	0	0	0
944	10003205	Wtr Mtr 11X18 Black Cover Electronic	20	208	3301	WATER PLANT	W METERS	4/14/2005	475	0	0	0	0	0	475	0	0	0	0	0	0	0	0	0
945	10003206	Wtr Mtr 3/4 "" Expansion Connection	20	208	3301	WATER PLANT	W METERS	3/31/2005	433	0	0	0	0	0	433	0	0	0	0	0	0	0	0	0
946	10003207	Wtr Mtr R900 Rf Pit Miu Transmitter	20	208	3301	WATER PLANT	W METERS	6/1/2005	11,000	0	0	0	0	0	11,000	0	0	0	0	0	0	0	0	0
947	10003208	Wtr Mtr 1"" Expanders	20	208	3301	WATER PLANT	W METERS	7/18/2005	528	0	0	0	0	0	528	0	0	0	0	0	0	0	0	0
948	10003209	Wtr Mtr 1"" T-10 Pro-Read E49N, 1000G, P	20	208	3301	WATER PLANT	W METERS	7/18/2005	20,800	0	0	0	0	0	20,800	0	0	0	0	0	0	0	0	0
949	10003210	Wtr Mtr 1 1/2"" T10 Flanged Proread 1,00	20	208	3302	WATER DISTRIBUTION	W METERS	9/6/2005	2,844	0	0	0	0	0	2,844	0	0	0	0	0	0	0	0	0
950	10003211	Wtr Mtr 2"" T10 Flanged Proread 1,000 Ga	20	208	3302	WATER DISTRIBUTION	W METERS	9/6/2005	3,960	0	0	0	0	0	3,960	0	0	0	0	0	0	0	0	0
951	10003212	Wtr Mtr Meter Box Lids	20	208	3301	WATER PLANT	W METERS	7/15/2005	475	0	0	0	0	0	475	0	0	0	0	0	0	0	0	0
952	10003213	Wtr Mtr Flange Kits For Meter Exchange	20	208	3301	WATER PLANT	W METERS	6/15/2005	439	0	0	0	0	0	439	0	0	0	0	0	0	0	0	0
953	10003214	Wtr Mtr Meter Expander	20	208	3301	WATER PLANT	W METERS	6/13/2005	486	0	0	0	0	0	486	0	0	0	0	0	0	0	0	0
954	10003215	Wtr Mtr Meter & Tapping Parts	20	208	3301	WATER PLANT	W METERS	6/10/2005	180	0	0	0	0	0	180	0	0	0	0	0	0	0	0	0
955	10003216	Wtr Mtr Meter Flanges	20	208	3301	WATER PLANT	W METERS	5/19/2005	478	0	0	0	0	0	478	0	0	0	0	0	0	0	0	0
956	10003217	Wtr Mtr 1"" Expanders	20	208	3301	WATER PLANT	W METERS	5/9/2005	453	0	0	0	0	0	453	0	0	0	0	0	0	0	0	0
957	10003218	Wtr Mtr 3/4"" X 5/8"" Remote Encoder Wat	20	208	3301	WATER PLANT	W METERS	12/27/2005	37,525	0	0	0	0	0	37,525	0	0	0	0	0	0	0	0	0
958	10003219	Wtr Mtr Replacement Registers	20	208	3301	WATER PLANT	W METERS	12/6/2005	480	0	0	0	0	0	480	0	0	0	0	0	0	0	0	0
959	10003220	Wtr Mtr Meter Exchange Lids	20	208	3301	WATER PLANT	W METERS	11/28/2005	475	0	0	0	0	0	475	0	0	0	0	0	0	0	0	0
960	10003221	Wtr Mtr Meter Exchange Lids	20	208	3301	WATER PLANT	W METERS	12/2/2005	475	0	0	0	0	0	475	0	0	0	0	0	0	0	0	0
961	10003222	Wtr Mtr Rhino, 11X18 Meter Lid W/Proread	20	208	3301	WATER PLANT	W METERS	2/7/2006	3,800	0	0	0	0	0	3,800	0	0	0	0	0	0	0	0	0
962	10003223	Wtr Mtr 2"" T10 Flanged Gallon Encoder M	20	208	3302	WATER DISTRIBUTION	W METERS	2/7/2006	6,600	0	0	0	0	0	6,600	0	0	0	0	0	0	0	0	0
963	10003224	Wtr Mtr (1) 8"" X 2"" Hp Proread Gal. Me	20	208	3301	WATER PLANT	W METERS	2/15/2006	7,900	0	0	0	0	0	7,900	0	0	0	0	0	0	0	0	0
964	10003225	Wtr Mtr Pit Miu W/6' Cable	20	208	3301	WATER PLANT	W METERS	2/15/2006	110	0	0	0	0	0	110	0	0	0	0	0	0	0	0	0
965	10003226	Wtr Mtr 2"" Hpt Proread Gallon Meter	20	208	3301	WATER PLANT	W METERS	3/3/2006	476	0	0	0	0	0	476	0	0	0	0	0	0	0	0	0
966	10003227	Wtr Mtr 12"" Cast Iron Venruti Flowmeter	20	208	3301	WATER PLANT	W METERS	1/27/2006	8,890	0	0	0	0	0	8,890	0	0	0	0	0	0	0	0	0
967	10003228	Wtr Mtr 100 Direct Read Gallon Water Met	20	208	3301	WATER PLANT	W METERS	4/20/2006	2,555	0	0	0	0	0	2,555	0	0	0	0	0	0	0	0	0
968	10003229	Wtr Mtr Meters	20	208	3301	WATER PLANT	W METERS	4/12/2006	72,048	0	0	0	0	0	72,048	0	0	0	0	0	0	0	0	0
969	10003230	Wtr Mtr Radio Read Receivers For Meters	20	208	3301	WATER PLANT	W METERS	4/12/2006	11,000	0	0	0	0	0	11,000	0	0	0	0	0	0	0	0	0
970	10003231	Wtr Mtr Meter Boxes For Meter Installs	20	208	3301	WATER PLANT	W METERS	6/22/2006	477	0	0	0	0	0	477	0	0	0	0	0	0	0	0	0
971	10003232	Wtr Mtr (100) 5/8""X3/4"" T10 Direct Rea	20	208	3301	WATER PLANT	W METERS	9/29/2006	2,555	0	0	0	0	0	2,555	0	0	0	0	0	0	0	0	0
972	10003233	Wtr Mtr (20) 1"" T10 Direct Read Gallon	20	208	3301	WATER PLANT	W METERS	9/29/2006	1,380	0	0	0	0	0	1,380	0	0	0	0	0	0	0	0	0
973	10003234	Wtr Mtr Large Meter Boxes / Single In, D	20	208	3301	WATER PLANT	W METERS	7/27/2006	2,535	0	0	0	0	0	2,535	0	0	0	0	0	0	0	0	0
974	10003235	Wtr Mtr Neptune 3"" Fire Hydrant Meter A	20	208	3301	WATER PLANT	W METERS	9/19/2006	2,082	0	0	0	0	0	2,082	0	0	0	0	0	0	0	0	0
975	10003236	Wtr Mtr Plastic Meter Box Lids W/Touch R	20	208	3301	WATER PLANT	W METERS	7/27/2006	5,850	0	0	0	0	0	5,850	0	0	0	0	0	0	0	0	0
976	10003237	Wtr Mtr 1.5"" T10 Flanged Meter W/R900I	20	208	3301	WATER PLANT	W METERS	10/13/2006	1,735	0	0	0	0	0	1,735	0	0	0	0	0	0	0	0	0
977	10003238	Wtr Mtr 1"" T 10 Bb R900I Gal Pit Integr	20	208	3301	WATER PLANT	W METERS	10/13/2006	16,579	0	0	0	0	0	16,579	0	0	0	0	0	0	0	0	0
978	10003239	Wtr Mtr (20) Cf35-77 Lok-Pak Coupling	20	208	3301	WATER PLANT	W METERS	9/7/2006	915	0	0	0	0	0	915	0	0	0	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
979	10003240	Wtr Mtr (30) C45-33 Coupling	20	208	3301	WATER PLANT	W METERS	9/7/2006	146	0	0	0	0	0	146	0	0	0	0	0	0	0	0	0
980	10003241	Wtr Mtr (30) C45-33 Couplings	20	208	3301	WATER PLANT	W METERS	8/13/2006	146	0	0	0	0	0	146	0	0	0	0	0	0	0	0	0
981	10003242	Wtr Mtr 1000' Blue Poly Tubing X 100' Ro	20	208	3301	WATER PLANT	W METERS	8/13/2006	350	0	0	0	0	0	350	0	0	0	0	0	0	0	0	0
982	10003243	Wtr Mtr (10) 2"" X 6"" Brass Nipples	20	208	3301	WATER PLANT	W METERS	8/13/2006	150	0	0	0	0	0	150	0	0	0	0	0	0	0	0	0
983	10003244	Wtr Mtr (100) F1000-4 1"" Corp. Stops	20	208	3301	WATER PLANT	W METERS	8/13/2006	2,435	0	0	0	0	0	2,435	0	0	0	0	0	0	0	0	0
984	10003245	Wtr Mtr (8) 8"" M.J. 90 Degree Bends	20	208	3301	WATER PLANT	W METERS	8/13/2006	616	0	0	0	0	0	616	0	0	0	0	0	0	0	0	0
985	10003246	Wtr Mtr (72) Y-504 1"" Yokes	20	208	3301	WATER PLANT	W METERS	8/13/2006	457	0	0	0	0	0	457	0	0	0	0	0	0	0	0	0
986	10003247	Wtr Mtr (300) Y-502 3/4"" Yokes	20	208	3301	WATER PLANT	W METERS	8/13/2006	2,100	0	0	0	0	0	2,100	0	0	0	0	0	0	0	0	0
987	10003248	Wtr Mtr (100) C84-44 1"" Joint Coupling	20	208	3301	WATER PLANT	W METERS	8/13/2006	855	0	0	0	0	0	855	0	0	0	0	0	0	0	0	0
988	10003249	Wtr Mtr (50) Ec-4 1"" Expanders	20	208	3301	WATER PLANT	W METERS	8/13/2006	810	0	0	0	0	0	810	0	0	0	0	0	0	0	0	0
989	10003250	Wtr Mtr (25) 085-33 Male Joint Couplings	20	208	3301	WATER PLANT	W METERS	8/13/2006	218	0	0	0	0	0	218	0	0	0	0	0	0	0	0	0
990	10003251	Wtr Mtr (200) C91-34 Yoke Adapter 3/4""	20	208	3301	WATER PLANT	W METERS	8/13/2006	790	0	0	0	0	0	790	0	0	0	0	0	0	0	0	0
991	10003252	Wtr Mtr (200) Ec-23 3/4 Expanders	20	208	3301	WATER PLANT	W METERS	8/13/2006	1,920	0	0	0	0	0	1,920	0	0	0	0	0	0	0	0	0
992	10003253	Wtr Mtr (50) B91-223W Yoke Valves	20	208	3301	WATER PLANT	W METERS	8/13/2006	865	0	0	0	0	0	865	0	0	0	0	0	0	0	0	0
993	10003254	Wtr Mtr (20) 2"" X 1 1/2"" Brass Reducer	20	208	3301	WATER PLANT	W METERS	8/13/2006	160	0	0	0	0	0	160	0	0	0	0	0	0	0	0	0
994	10003255	Wtr Mtr (50) 3/4 4"" Brass Nipples	20	208	3301	WATER PLANT	W METERS	8/13/2006	160	0	0	0	0	0	160	0	0	0	0	0	0	0	0	0
995	10003256	Wtr Mtr (20) C84-77 Mix & Cts Coupling	20	208	3301	WATER PLANT	W METERS	8/13/2006	624	0	0	0	0	0	624	0	0	0	0	0	0	0	0	0
996	10003257	Wtr Mtr (10) B81-777W 2"" Ball Valves	20	208	3301	WATER PLANT	W METERS	8/13/2006	1,262	0	0	0	0	0	1,262	0	0	0	0	0	0	0	0	0
997	10003258	Wtr Mtr (20) 1 1/2"" X 1"" Brass Reducer	20	208	3301	WATER PLANT	W METERS	8/13/2006	165	0	0	0	0	0	165	0	0	0	0	0	0	0	0	0
998	10003259	Wtr Mtr (20) 2"" X 1"" Brass Reducer Bus	20	208	3301	WATER PLANT	W METERS	8/13/2006	160	0	0	0	0	0	160	0	0	0	0	0	0	0	0	0
999	10003260	Wtr Mtr (2) 14000-Wc Eclipse Auto Flushi	20	208	3301	WATER PLANT	W METERS	9/7/2006	3,150	0	0	0	0	0	3,150	0	0	0	0	0	0	0	0	0
1000	10003261	Wtr Mtr (5) #9700 Retro Fit Fire Hydrant	20	208	3301	WATER PLANT	W METERS	9/7/2006	1,035	0	0	0	0	0	1,035	0	0	0	0	0	0	0	0	0
1001	10003262	Wtr Mtr (50) C91-44 1"" Yoke Adapters	20	208	3301	WATER PLANT	W METERS	9/7/2006	328	0	0	0	0	0	328	0	0	0	0	0	0	0	0	0
1002	10003263	Wtr Mtr (72) Y-504 1"" Yokes	20	208	3301	WATER PLANT	W METERS	9/7/2006	457	0	0	0	0	0	457	0	0	0	0	0	0	0	0	0
1003	10003264	Wtr Mtr 1"" T10 Bb Mtr W/R900I Gal Integ	20	208	3301	WATER PLANT	W METERS	10/13/2006	2,240	0	0	0	0	0	2,240	0	0	0	0	0	0	0	0	0
1004	10003265	Wtr Mtr 2"" Compression Couplings	20	208	3301	WATER PLANT	W METERS	7/27/2006	256	0	0	0	0	0	256	0	0	0	0	0	0	0	0	0
1005	10003266	Wtr Mtr 2"" T10 Flnged Mtr W/R900I Gal In	20	208	3301	WATER PLANT	W METERS	10/13/2006	2,200	0	0	0	0	0	2,200	0	0	0	0	0	0	0	0	0
1006	10003267	Wtr Mtr 3/4"" Compression Couplings	20	208	3301	WATER PLANT	W METERS	7/27/2006	855	0	0	0	0	0	855	0	0	0	0	0	0	0	0	0
1007	10003268	Wtr Mtr 3/4"" Couplings	20	208	3301	WATER PLANT	W METERS	7/27/2006	466	0	0	0	0	0	466	0	0	0	0	0	0	0	0	0
1008	10003269	Wtr Mtr 3/4"" Expanders	20	208	3301	WATER PLANT	W METERS	7/27/2006	3,650	0	0	0	0	0	3,650	0	0	0	0	0	0	0	0	0
1009	10003270	Wtr Mtr 5/8 X 3/4 T10 Pb Mtr W/R900I Gal	20	208	3301	WATER PLANT	W METERS	10/13/2006	17,900	0	0	0	0	0	17,900	0	0	0	0	0	0	0	0	0
1010	10003271	Wtr Mtr Meters W/Backflow Preventers (16	20	208	3302	WATER DISTRIBUTION	W METERS	1/3/2008	29,733	0	0	0	0	0	29,733	0	0	0	0	0	0	0	0	0
1011	10003272	Wtr Mtr Large Valve Replace (Cordova-Bue	20	208	3302	WATER DISTRIBUTION	W METERS	2/8/2008	11,000	0	0	0	0	0	11,000	0	0	0	0	0	0	0	0	0
1012	10003273	Wtr Mtr Meters Replacements-Multi Invoic	20	208	3302	WATER DISTRIBUTION	W METERS	7/29/2008	216,630	0	0	0	0	0	216,630	0	0	0	0	0	0	0	0	0
1013	10003274	Wtr Meters & Parts	20	208	3302	WATER DISTRIBUTION	W METERS	9/30/2007	259,503	0	0	0	0	0	259,503	0	0	0	0	0	0	0	0	0
1014	10003275	Ww Manhole Frame/Cover Replacement	20	209	3501	WASTERWATER PLANT	WW Collection	3/2/2000	9,303	0	0	0	0	0	0	0	0	9,303	0	0	0	0	0	0
1015	10003276	Ww Manhole Williamson Blvd Widening	20	209	3501	WASTERWATER PLANT	WW Collection	11/30/1999	3,415	0	0	0	0	0	0	0	0	3,415	0	0	0	0	0	0
1016	10003277	Ww Manhole Replacement Of 20 Covers On S	20	209	3501	WASTERWATER PLANT	WW Collection	7/7/2004	67,500	0	0	0	0	0	0	0	0	67,500	0	0	0	0	0	0
1017	10003278	Ww Manhole Replacement Of 20 Covers On S	20	209	3501	WASTERWATER PLANT	WW Collection	7/21/2004	10,800	0	0	0	0	0	0	0	0	10,800	0	0	0	0	0	0
1018	10003279	Ww Manhole Bid Ad	20	209	3501	WASTERWATER PLANT	Other	2/1/2004	101	0	0	0	0	0	0	0	0	0	0	0	0	0	0	101
1019	10003280	Ww Manhole Plans & Specs	20	209	3501	WASTERWATER PLANT	WW Collection	1/28/2004	232	0	0	0	0	0	0	0	0	232	0	0	0	0	0	0
1020	10003281	Ww Manhole Fed Ex	20	209	3501	WASTERWATER PLANT	Other	12/24/2003	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
1021	10003282	Ww Manhole Copies * Bid Contract	20	209	3501	WASTERWATER PLANT	Other	10/14/2002	173	0	0	0	0	0	0	0	0	0	0	0	0	0	0	173
1022	10003283	Ww Manholw Legal Ad Public Notice	20	209	3501	WASTERWATER PLANT	Other	10/13/2002	102	0	0	0	0	0	0	0	0	0	0	0	0	0	0	102
1023	10003284	Ww Manhole Smoke Testing & Inserting Sea	20	209	3501	WASTERWATER PLANT	WW Collection	2/13/2006	8,016	0	0	0	0	0	0	0	0	8,016	0	0	0	0	0	0
1024	10003285	Ww Manhole Smoke Testing & Inserting Sea	20	209	3501	WASTERWATER PLANT	WW Collection	3/23/2006	10,516	0	0	0	0	0	0	0	0	10,516	0	0	0	0	0	0
1025	10003286	Ww Manhole Smoke Testing & Inserting Sea	20	209	3501	WASTERWATER PLANT	WW Collection	3/23/2006	30,247	0	0	0	0	0	0	0	0	30,247	0	0	0	0	0	0
1026	10003287	Ww Manhole Smoke Testing & Inserting Sea	20	209	3501	WASTERWATER PLANT	WW Collection	3/29/2006	14,910	0	0	0	0	0	0	0	0	14,910	0	0	0	0	0	0
1027	10003288	Ww Manhole Rehab System	20	209	3501	WASTERWATER PLANT	WW Collection	2/26/1993	39,873	0	0	0	0	0	0	0	0	39,873	0	0	0	0	0	0
1028	10003289	Ww Manhole Smoke Testing & Inserting Sea	20	209	3501	WASTERWATER PLANT	WW Collection	4/20/2006	10,135	0	0	0	0	0	0	0	0	10,135	0	0	0	0	0	0
1029	10003290	Ww System Upgrades * Oil Pump	20	209	3501	WASTERWATER PLANT	WW Treatment	5/12/2000	5,197	0	0	0	0	0	0	5,197	0	0	0	0	0	0	0	0	0
1030	10003291	Pump Drive/2 Vfd'S To The Aerators	20	209	3501	WASTERWATER PLANT	WW Treatment	3/23/2000	35,413	0	0	0	0	0	0	35,413	0	0	0	0	0	0	0	0	0
1031	10003292	Gas Cylinders/Chlorine Gas Detector	20	209	3501	WASTERWATER PLANT	WW Treatment	3/14/2000	6,278	0	0	0	0	0	0	6,278	0	0	0	0	0	0	0	0	0
1032	10003293	Shawbox Hoist	20	209	3501	WASTERWATER PLANT	WW Treatment	3/16/2000	4,280	0	0	0	0	0	0	4,280	0	0	0	0	0	0	0	0	0
1033	10003294	Autoclave For 220V 60 Hz	20	209	3501	WASTERWATER PLANT	WW Treatment	12/30/1999	2,842	0	0	0	0	0	0	2,842	0	0	0	0	0	0	0	0	0
1034	10003295	Engineering Services For The Evaluation	20	209	3501	WASTERWATER PLANT	Other	7/6/2005	20,640	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20,640
1035	10003296	Engineering Services For The Evaluation	20	209	3501	WASTERWATER PLANT	Other	7/6/2005	19,560	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19,560
1036	10003297	Lift Sta 1P - 1L Bristol Lane	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/26/2000	50,243	0	0	0	0	0	0	0	0	20,051	30,192	0	0	0	0	0
1037	10003298	Lift Sta 1P Ksb Pump 34 Hp	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/3/2000	9,351	0	0	0	0	0	0	0	0	3,732	5,619	0	0	0	0	0
1038	10003299	Lift Sta 1P - Improvements	20	209	3502	WW COLLECTION AND REUSE	WW T&C	2/18/2000	6,291	0	0	0	0	0	0	0	0	2,511	3,780	0	0	0	0	0
1039	10003300	Lift Sta 1P Faiirbanks Morse Pumps Upgra	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/28/2000	4,997	0	0	0	0	0	0	0	0	1,994	3,002	0	0	0	0	0
1040	10003301	Lift Sta 1P Landscape & Irrigation	20	209	3502	WW COLLECTION AND REUSE	WW T&C	12/6/1999	4,950	0	0	0	0	0	0	0	0	1,975	2,974	0	0	0	0	0
1041	10003302	Lift Sta 1P Design For Standby Generator	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/17/2005	357	0	0	0	0	0	0	0	0	143	215	0	0	0	0	0
1042	10003303	Lift Sta 1P, 5P & 8H Rehab	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2005	61,478	0	0	0	0	0	0	0	0	24,535	36,943	0	0	0	0	0
1043	10003304	Lift Sta 1P Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/17/2005	50,217	0	0	0	0	0	0	0	0	20,041	30,176	0	0	0	0	0
1044	10003305	Lift Sta 1P Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	12/20/2005	18,600	0	0	0	0	0	0	0	0	7,423	11,177	0	0	0	0	0
1045	10003306	Lift Sta 1P Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	2/16/2006	13,800	0	0	0	0	0	0	0	0	5,507	8,293	0	0	0	0	0
1046	10003307	Lift Sta 1P Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/15/2006	22,949	0	0	0	0	0	0	0	0	9,159	13,790	0	0	0	0	0
1047	10003308	Lift Sta 1P Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/19/2006	6,215	0	0	0	0	0	0	0	0	2,480	3,735	0	0	0	0	0
1048	10003309	Lift Sta 1P Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/11/2006	25,076	0	0	0	0	0	0	0	0	10,007	15,068	0	0	0	0	0
1049	10003310	Lift Sta 1P Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/13/2006	11,275	0	0	0	0	0	0	0	0	4,500	6,775	0	0	0	0	0
1050	10003311	Sewer Line Rehab*99-137 Install Pipe Lin	20	209	3501	WASTERWATER PLANT	WW T&C	12/30/1999	129,010	0	0	0	0	0	0	0	0	51,486	77,524	0	0	0	0	0
1051	10003312	Install 8"" Cipp Between University & El	20	209	3501	WASTERWATER PLANT	WW T&C	4/2/2002	8,492	0	0	0	0	0	0	0	0	3,389	5,103	0	0	0	0	0
1052	10003313	Sanitary Sewer Evaluation - Gravity Sewe	20	209	3501	WASTERWATER PLANT	WW T&C	4/6/2004	3,319	0	0	0	0	0	0	0	0	1,325	1,994	0	0	0	0	0
1053	10003314	Sewer Syst Eval. Study	20	209	3502	WW COLLECTION AND REUSE	General	9/30/2003	2,655	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,655	0
1054	10003315	Manholes	20	209	3501	WASTERWATER PLANT	WW Collection	9/29/2003	20,671	0	0	0	0	0	0	0	0	20,671	0	0	0	0	0	0	0
1055	10003316	Eng. Services	20	209	3501	WASTERWATER PLANT	General	8/22/2003	4,973	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,973	0
1056	10003317	Grinder Pump Station	20	209	3501	WASTERWATER PLANT	WW T&C	8/21/2003	12,849	0	0	0	0	0	0	0	0	5,128	7,721	0	0	0	0	0	0
1057	10003318	Sewer Sys Evaluation Eng Services	20	209	3502	WW COLLECTION AND REUSE	General	7/22/2003	8,967	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,967	0
1058	10003319	Sewer Sys Eval. Eng. Services	20	209	3501	WASTERWATER PLANT	Other	6/27/2003	4,979	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,979
1059	10003320	Sewer Sys Evaluation Eng. Services	20	209	3501	WASTERWATER PLANT	Other	3/28/2003	6,306	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6,306
1060	10003321	Sewer Eval. Eng. Services	20	209	3502	WW COLLECTION AND REUSE	General	1/29/2003	1,991	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,991	0
1061	10003322	Fed Ex	20	209	3501	WASTERWATER PLANT	Other	11/26/2002	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
1062	10003323	Pvc Materials	20	209	3502	WW COLLECTION AND REUSE	General	9/11/2003	149	0	0	0	0	0	0	0	0	0	0	0	0	0	0	149	0
1063	10003324	Repair/Replace Pipeline 2000 Feet/Yr	20	209	3501	WASTERWATER PLANT	WW T&C	1/25/2001	134,450	0	0	0	0	0	0	0	0	53,657	80,793	0	0	0	0	0	0
1064	10003325	Lift Sta Bat - 35 Breakaway Trl	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/30/2000	375	0	0	0	0	0	0	0	0	150	225	0	0	0	0	0	0
1065	10003326	Lift Sta Bat Monitoring Wells Material	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	6/23/2000	228	0	0	0	0	0	0	0	0	0	228	0	0	0	0	0	0
1066	10003327	Lift Sta Bat Water Level Data Logger W/V	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	6/16/2000	598	0	0	0	0	0	0	0	0	0	598	0	0	0	0	0	0
1067	10003328	Lift Sta Bat Brkwy Tr Irr & Fire Flow	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	11/9/1999	903	0	0	0	0	0	0	0	0	0	903	0	0	0	0	0	0
1068	10003329	Lift Sta Bat Pump Station Improvements	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION AND REUSE	5/3/2004	1,390	0	0	0	0	0	0	0	0	0	1,390	0	0	0	0	0	0
1069	10003330	Lift Sta Bat Design And Engineering	20	209	3502	WW COLLECTION AND REUSE	General	5/19/2004	2,024	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,024	0
1070	10003331	Lift Sta Bat Fed Ex	20	209	3502	WW COLLECTION AND REUSE	General	5/24/2005	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0
1071	10003332	Lift Sta Bat Inspection Photos	20	209	3502	WW COLLECTION AND REUSE	General	6/9/2004	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0
1072	10003333	Lift Sta Bat Inspection Photos	20	209	3502	WW COLLECTION AND REUSE	General	5/17/2004	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0
1073	10003334	Lift Sta Bat Legal Ad	20	209	3502	WW COLLECTION AND REUSE	General	3/16/2004	93	0	0	0	0	0	0	0	0	0	0	0	0	0	0	93	0
1074	10003335	Lift Sta Bat Sanitary Sewer Permit Fee	20	209	3502	WW COLLECTION AND REUSE	General	2/27/2004	250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	250	0
1075	10003336	Lift Sta Bat Breakaway Trails Lift Stat	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/8/2004	520	0	0	0	0	0	0	0	0	208	312	0	0	0	0	0	0
1076	10003337	Lift Sta Bat Prof Services	20	209	3502	WW COLLECTION AND REUSE	General	9/23/2002	444	0	0	0	0	0	0	0	0	0	0	0	0	0	0	444	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
1077	10003338	Lift Sta Bat Prof Services	20	209	3502	WW COLLECTION AND REUSE	General	9/16/2002	27,238	0	0	0	0	0	0	0	0	0	0	0	0	0	27,238	0
1078	10003339	Lift Sta Bat Prof Services	20	209	3502	WW COLLECTION AND REUSE	General	3/1/2002	2,407	0	0	0	0	0	0	0	0	0	0	0	0	0	2,407	0
1079	10003340	Lift Sta Bat Prof Services	20	209	3502	WW COLLECTION AND REUSE	General	1/2/2002	2,714	0	0	0	0	0	0	0	0	0	0	0	0	0	2,714	0
1080	10003341	Lift Sta Bat Fed Ex	20	209	3502	WW COLLECTION AND REUSE	General	4/26/2005	10	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0
1081	10003342	Lift Sta Bat Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/17/2005	50,217	0	0	0	0	0	0	0	20,041	30,176	0	0	0	0	0	0
1082	10003343	Lift Sta Bat Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	12/20/2005	18,600	0	0	0	0	0	0	0	7,423	11,177	0	0	0	0	0	0
1083	10003344	Lift Sta Bat Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	2/16/2006	13,800	0	0	0	0	0	0	0	5,507	8,293	0	0	0	0	0	0
1084	10003345	Lift Sta Bat Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/15/2006	22,949	0	0	0	0	0	0	0	9,159	13,790	0	0	0	0	0	0
1085	10003346	Lift Sta Bat Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/19/2006	6,215	0	0	0	0	0	0	0	2,480	3,735	0	0	0	0	0	0
1086	10003347	Lift Sta Bat Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/11/2006	25,076	0	0	0	0	0	0	0	10,007	15,068	0	0	0	0	0	0
1087	10003348	Lift Sta Bat E1 Repair Of Tank	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/20/2006	1,661	0	0	0	0	0	0	0	663	998	0	0	0	0	0	0
1088	10003349	Lift Sta Bat E-One Misc Parts	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/10/2006	454	0	0	0	0	0	0	0	181	273	0	0	0	0	0	0
1089	10003350	Lift Sta Bat 1P,5P&Bt1 Rehab/Impvmts Con	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/13/2006	11,275	0	0	0	0	0	0	0	4,500	6,775	0	0	0	0	0	0
1090	10003351	Safety Mgmt Plan	20	208	3301	WATER PLANT	General	2/17/2000	2,689	0	0	0	0	0	0	0	0	0	0	0	0	0	2,689	0
1091	10003352	Engineering Services	20	209	3501	WASTERWATER PLANT	Other	2/17/2000	2,689	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,689
1092	10003353	Wtr Water System Master Plan - Engineeri	20	208	3301	WATER PLANT	General	12/31/1999	5,075	0	0	0	0	0	0	0	0	0	0	0	0	0	5,075	0
1093	10003354	Wtr Water System Master Plan - Engineeri	20	208	3301	WATER PLANT	General	1/2/2008	7,688	0	0	0	0	0	0	0	0	0	0	0	0	0	7,688	0
1094	10003355	Wtr System Facility Plan Revisions	20	208	3301	WATER PLANT	General	3/4/1994	650	0	0	0	0	0	0	0	0	0	0	0	0	0	650	0
1095	10003356	Wtr System Facility Plan	20	208	3301	WATER PLANT	General	4/30/1994	5,800	0	0	0	0	0	0	0	0	0	0	0	0	0	5,800	0
1096	10003357	Wtr Water System Master Plan Qhampton-Fy	20	208	3301	WATER PLANT	General	8/7/2007	50,112	0	0	0	0	0	0	0	0	0	0	0	0	0	50,112	0
1097	10003358	Force Main Us1/Airport Rd	20	209	3501	WASTERWATER PLANT	WW T&C	5/27/2000	22,340	0	0	0	0	0	0	0	8,916	13,424	0	0	0	0	0	0
1098	10003359	Airport Rd Force Main Upgrade	20	209	3501	WASTERWATER PLANT	WW T&C	6/6/2000	557	0	0	0	0	0	0	0	222	335	0	0	0	0	0	0
1099	10003360	Prof Services	20	209	3501	WASTERWATER PLANT	Other	8/26/2000	3,540	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,540
1100	10003361	Admin Services	20	209	3501	WASTERWATER PLANT	Other	5/3/2001	5,760	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,760
1101	10003362	Field Testing Service	20	209	3501	WASTERWATER PLANT	Other	5/31/2001	735	0	0	0	0	0	0	0	0	0	0	0	0	0	0	735
1102	10003363	Const Payment 1-4	20	209	3501	WASTERWATER PLANT	Other	4/6/2001	311,159	0	0	0	0	0	0	0	0	0	0	0	0	0	0	311,159
1103	10003364	Film Processing	20	209	3501	WASTERWATER PLANT	Other	5/23/2001	63	0	0	0	0	0	0	0	0	0	0	0	0	0	0	63
1104	10003365	Geotechnical Service	20	209	3501	WASTERWATER PLANT	Other	4/30/2000	1,799	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,799
1105	10003401	Pmt 6 & 7 Upgrade Swr Line	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/12/2001	213,403	0	0	0	0	0	0	0	85,166	128,237	0	0	0	0	0	0
1106	10003429	Wtr Water Treatment Plant 298 Tomoka Ave	20	208	3301	WATER PLANT	W Treatment	9/26/2000	1,225	0	1,225	0	0	0	0	0	0	0	0	0	0	0	0	0
1107	10003430	Pump*Shaft*Couplings	30	305	3301	WATER PLANT	W Treatment	9/7/2000	1,625	0	1,625	0	0	0	0	0	0	0	0	0	0	0	0	0
1108	10003431	Teco Hi Service Motor	30	309	3301	WATER PLANT	W Treatment	7/27/2000	1,750	0	1,750	0	0	0	0	0	0	0	0	0	0	0	0	0
1109	10003432	Baldor Motor M255 100Hp	30	305	3301	WATER PLANT	W Treatment	7/28/2000	2,592	0	2,592	0	0	0	0	0	0	0	0	0	0	0	0	0
1110	10003433	Pmt #1	20	208	3301	WATER PLANT	General	11/27/2001	60,255	0	0	0	0	0	0	0	0	0	0	0	0	0	60,255	0
1111	10003434	Machine That De-Waters Sludge/Centifuge	30	309	3301	WATER PLANT	W Treatment	3/16/2001	11,806	0	11,806	0	0	0	0	0	0	0	0	0	0	0	0	0
1112	10003435	Pneumatic Actuator/3	30	309	3301	WATER PLANT	W Treatment	1/12/2001	4,281	0	4,281	0	0	0	0	0	0	0	0	0	0	0	0	0
1113	10003436	Replacement Of Lime Slaker @ Wtp - Equip	20	208	3301	WATER PLANT	W Treatment	4/12/2006	55,116	0	55,116	0	0	0	0	0	0	0	0	0	0	0	0	0
1114	10003437	Water Fac & Equip Painting	20	208	3301	WATER PLANT	General	10/10/2000	43,400	0	0	0	0	0	0	0	0	0	0	0	0	0	43,400	0
1115	10003438	Engineering Services	20	208	3301	WATER PLANT	General	3/1/2001	2,361	0	0	0	0	0	0	0	0	0	0	0	0	0	2,361	0
1116	10003439	Ele Upgrade For New Generator Pmt #1	20	208	3301	WATER PLANT	W Treatment	12/31/2001	44,695	0	44,695	0	0	0	0	0	0	0	0	0	0	0	0	0
1117	10003440	Painting	20	208	3301	WATER PLANT	General	2/14/2002	38,997	0	0	0	0	0	0	0	0	0	0	0	0	0	38,997	0
1118	10003441	Pmt 5	20	208	3301	WATER PLANT	General	3/25/2002	140,760	0	0	0	0	0	0	0	0	0	0	0	0	0	140,760	0
1119	10003442	Pmt #2 Painting	20	208	3301	WATER PLANT	General	4/26/2002	18,873	0	0	0	0	0	0	0	0	0	0	0	0	0	18,873	0
1120	10003443	24"" Line Leak Repair Labor & Materials	20	208	3301	WATER PLANT	W Treatment	4/1/2002	6,540	0	6,540	0	0	0	0	0	0	0	0	0	0	0	0	0
1121	10003444	Concrete Compressive Strength	20	208	3301	WATER PLANT	W Treatment	4/1/2002	90	0	90	0	0	0	0	0	0	0	0	0	0	0	0	0
1122	10003445	Prof Services	20	208	3301	WATER PLANT	General	4/25/2002	102,611	0	0	0	0	0	0	0	0	0	0	0	0	0	102,611	0
1123	10003446	Prof Services	20	208	3301	WATER PLANT	General	5/31/2002	281,672	0	0	0	0	0	0	0	0	0	0	0	0	0	281,672	0
1124	10003447	Prof Services	20	208	3301	WATER PLANT	General	4/30/2002	220	0	0	0	0	0	0	0	0	0	0	0	0	0	220	0
1125	10003448	Wtr Plant Metal Building Replacement	10	105	3301	WATER PLANT	W Treatment	9/30/2002	25,971	0	25,971	0	0	0	0	0	0	0	0	0	0	0	0	0
1126	10003449	Improv.	20	208	3301	WATER PLANT	W Treatment	9/30/2002	8,477	0	8,477	0	0	0	0	0	0	0	0	0	0	0	0	0
1127	10003450	Lift Sta Walmart Ps Replace #2	20	209	3501	WASTERWATER PLANT	WW T&C	10/17/2003	3,320	0	0	0	0	0	0	0	1,325	1,995	0	0	0	0	0	0
1128	10003451	Lift Sta Maintenance / Invoice # 069688	20	209	3501	WASTERWATER PLANT	WW T&C	10/27/2003	1,289	0	0	0	0	0	0	0	514	775	0	0	0	0	0	0
1129	10003452	Lift Sta 12M Invoice# 069860	20	209	3501	WASTERWATER PLANT	WW T&C	11/5/2003	3,320	0	0	0	0	0	0	0	1,325	1,995	0	0	0	0	0	0
1130	10003453	Lift Sta Repairs Invoice# 70862	20	209	3501	WASTERWATER PLANT	WW T&C	1/21/2004	1,193	0	0	0	0	0	0	0	476	717	0	0	0	0	0	0
1131	10003454	Effluent Pump Repair / Inv# 072555	20	209	3501	WASTERWATER PLANT	WW Treatment	4/21/2004	988	0	0	0	0	0	0	0	988	0	0	0	0	0	0	0
1132	10003455	Effluent Flygt Parts / Inv# 072849	20	209	3501	WASTERWATER PLANT	WW Treatment	5/12/2004	2,756	0	0	0	0	0	0	0	2,756	0	0	0	0	0	0	0
1133	10003456	Lift Sta C30Lt Drive & Parts	20	209	3501	WASTERWATER PLANT	WW T&C	5/12/2004	45,550	0	0	0	0	0	0	0	0	18,178	27,372	0	0	0	0	0
1134	10003457	Effluent Erect New & Reuse Steel	20	209	3501	WASTERWATER PLANT	WW Treatment	5/12/2004	93,067	0	0	0	0	0	0	0	93,067	0	0	0	0	0	0	0
1135	10003458	Wtr Wtp Electric Actuators	20	208	3301	WATER PLANT	W Treatment	5/18/2004	5,180	0	5,180	0	0	0	0	0	0	0	0	0	0	0	0	0
1136	10003459	Ww Wwtp Conveyor Belt For Centrifuge	20	209	3501	WASTERWATER PLANT	WW Treatment	5/27/2004	9,100	0	0	0	0	0	0	0	9,100	0	0	0	0	0	0	0
1137	10003460	Ww Wwtp Bronze Impeller Trimmed To 11.25	20	209	3501	WASTERWATER PLANT	WW Treatment	6/28/2004	1,402	0	0	0	0	0	0	0	1,402	0	0	0	0	0	0	0
1138	10003461	Effluent Pumps Packing Gland Clamps	20	209	3501	WASTERWATER PLANT	WW Treatment	6/28/2004	6	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0
1139	10003462	Effluent Pumps Packing Gland	20	209	3501	WASTERWATER PLANT	WW Treatment	6/28/2004	210	0	0	0	0	0	0	0	210	0	0	0	0	0	0	0
1140	10003463	Effluent ""Soft Starter"" For #4 Pump Ma	20	209	3501	WASTERWATER PLANT	WW Treatment	7/14/2004	1,320	0	0	0	0	0	0	0	1,320	0	0	0	0	0	0	0
1141	10003464	Effluent Aurora Horizo Frome-Mounted Non	20	209	3501	WASTERWATER PLANT	WW Treatment	8/2/2004	2,825	0	0	0	0	0	0	0	2,825	0	0	0	0	0	0	0
1142	10003465	Effluent Type 21 Mechanical Shaft Seal	20	209	3501	WASTERWATER PLANT	WW Treatment	8/2/2004	50	0	0	0	0	0	0	0	50	0	0	0	0	0	0	0
1143	10003466	Effluent Channel Steel Baseplate	20	209	3501	WASTERWATER PLANT	WW Treatment	8/2/2004	495	0	0	0	0	0	0	0	495	0	0	0	0	0	0	0
1144	10003467	Effluent Apa6000 / Chloramine Ammonia An	20	208	3301	WATER PLANT	W Treatment	8/4/2004	13,065	0	13,065	0	0	0	0	0	0	0	0	0	0	0	0	0
1145	10003468	Wtr Wtp Emergency Replace Transfer Pump	20	208	3301	WATER PLANT	W Treatment	8/18/2004	6,054	0	6,054	0	0	0	0	0	0	0	0	0	0	0	0	0
1146	10003469	Wtr Wtp Expedite Fee	20	208	3301	WATER PLANT	General	8/18/2004	500	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
1147	10003470	Wtr Wtp Filter Sand	20	208	3301	WATER PLANT	W Treatment	9/17/2004	2,922	0	2,922	0	0	0	0	0	0	0	0	0	0	0	0	0
1148	10003471	Wtr Wtp Anthracite Filter Media	20	208	3301	WATER PLANT	W Treatment	9/17/2004	4,222	0	4,222	0	0	0	0	0	0	0	0	0	0	0	0	0
1149	10003472	Install Security Fence	20	208	3301	WATER PLANT	W Treatment	9/22/2004	3,137	0	3,137	0	0	0	0	0	0	0	0	0	0	0	0	0
1150	10003473	Ww Wwtp C30Lt Drive Unit Rebuild	20	209	3501	WASTERWATER PLANT	WW Treatment	9/22/2004	13,500	0	0	0	0	0	0	0	13,500	0	0	0	0	0	0	0
1151	10003474	Replacement Of Lime Slaker @ Wtp - Insta	20	208	3301	WATER PLANT	W Treatment	4/12/2006	12,900	0	12,900	0	0	0	0	0	0	0	0	0	0	0	0	0
1152	10003475	Repair Of One (1) 120V E/One Model 2010-	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/10/2006	1,334	0	0	0	0	0	0	0	0	532	801	0	0	0	0	0
1153	10003476	Effluent Pumps & Accessories	20	209	3501	WASTERWATER PLANT	General	7/8/2004	3,370	0	0	0	0	0	0	0	0	0	0	0	0	0	3,370	0
1154	10003477	Wtr Plant Metal Building Replacement Pmt	10	105	3301	WATER PLANT	W Treatment	9/30/2003	5,480	0	5,480	0	0	0	0	0	0	0	0	0	0	0	0	0
1155	10003478	200 Hp Pump Motor	30	305	3301	WATER PLANT	W Treatment	7/18/2003	6,842	0	6,842	0	0	0	0	0	0	0	0	0	0	0	0	0
1156	10003479	Wtr Plant Metal Bldg Pmt #6	10	105	3301	WATER PLANT	W Treatment	11/30/2002	9,893	0	9,893	0	0	0	0	0	0	0	0	0	0	0	0	0
1157	10003480	Wtr Plant Metal Building Replace Pmt #5	10	105	3301	WATER PLANT	W Treatment	10/30/2002	16,490	0	16,490	0	0	0	0	0	0	0	0	0	0	0	0	0
1158	10003481	Fence Repair*Water Plant	20	208	3301	WATER PLANT	W Treatment	10/28/2002	6,640	0	6,640	0	0	0	0	0	0	0	0	0	0	0	0	0
1159	10003482	Additional Fence Post	20	208	3301	WATER PLANT	W Treatment	10/26/2002	170	0	170	0	0	0	0	0	0	0	0	0	0	0	0	0
1160	10003483	Eng Services	20	208	3301	WATER PLANT	General	12/31/2002	222	0	0	0	0	0	0	0	0	0	0	0	0	0	222	0
1161	10003484	Eng Services	20	208	3301	WATER PLANT	General	10/31/2002	110	0	0	0	0	0	0	0	0	0	0	0	0	0	110	0
1162	10003485	Pmt #15	20	208	3301	WATER PLANT	General	3/31/2003	28,859	0	0	0	0	0	0	0	0	0	0	0	0	0	28,859	0
1163	10003486	Pmt #14	20	208	3301	WATER PLANT	General	12/20/2002	16,031	0	0	0	0	0	0	0	0	0	0	0	0	0	16,031	0
1164	10003487	Pmt #13	20	208	3301	WATER PLANT	General	11/26/2002	20,650	0	0	0	0	0	0	0	0	0	0	0	0	0	20,650	0
1165	10003488	Pmt #12	20	208	3301	WATER PLANT	General	10/31/2002	52,443	0	0	0	0	0	0	0	0	0	0	0	0	0	52,443	0
1166	10003489	Repair 18X28 Rotating Assembly	20	208	3301	WATER PLANT	W Treatment	1/5/2005	12,875	0	12,875	0	0	0	0	0	0	0	0	0	0	0	0	0
1167	10003490	Pst9 Gear Unit Repaired	20	208	3301	WATER PLANT	W Treatment	1/5/2005	3,910	0	3,910	0	0	0	0	0	0	0	0	0	0	0	0	0
1168	10003491	1000-Gal Ammonia Tank	20	209	3501	WASTERWATER PLANT	WW Treatment	4/6/2005	19,475	0	0	0	0	0	0	0	19,475	0	0	0	0	0	0	0
1169	10003492	Landscaping For Sign Dedication	20	208	3301	WATER PLANT	General	1/4/2005	199	0	0	0	0	0	0	0	0	0	0	0	0	0	199	0
1170	10003493	12"" Ductile Iron Pipe, Cl 350	20	208	3301	WATER PLANT	W T&D	8/3/2005	2,380	0	0	705	1,675	0	0	0	0	0	0	0	0	0	0	0
1171	10003494	12"" Dr 1/4 Bend Mj 45	20	208	3301	WATER PLANT	W T&D	8/3/2005	168	0	0	50	118	0	0	0	0	0	0	0	0	0	0	0
1172	10003495	12"" Dr 1/8 Bend Mj 90	20	208	3301	WATER PLANT	W T&D	8/3/2005	204	0	0	60	144	0	0	0	0	0	0	0	0	0	0	0
1173	10003496	12"" Dr 1/16 Bend Mj 22 1/2	20	208	3301	WATER PLANT	W T&D	8/3/2005	336	0	0	100	236	0	0	0	0	0	0	0	0	0	0	0
1174	10003497	12"" Solid Sleeve Mj	20	208	3301	WATER PLANT	W T&D	8/3/2005	266	0	0	79	187	0	0	0	0	0	0	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
1175	10003498	12"" Di Joint Restraint Kits W/ 3/4"" Ro	20	208	3301	WATER PLANT	W T&D	8/3/2005	440	0	0	130	310	0	0	0	0	0	0	0	0	0	0	0
1176	10003499	12"" Di Mj Wye	20	208	3301	WATER PLANT	W T&D	8/3/2005	671	0	0	199	472	0	0	0	0	0	0	0	0	0	0	0	0
1177	10003500	12"" Mj Kits	20	208	3301	WATER PLANT	W T&D	8/3/2005	126	0	0	37	89	0	0	0	0	0	0	0	0	0	0	0	0
1178	10003501	12"" Zip Flange Or Equal To Adapt To Fla	20	208	3301	WATER PLANT	W T&D	8/3/2005	378	0	0	112	266	0	0	0	0	0	0	0	0	0	0	0	0
1179	10003502	Ammonia Analyzer/2Nd Floor Treatment Gal	20	208	3301	WATER PLANT	W Treatment	3/28/2000	8,920	0	8,920	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1180	10003503	Water Facility-Equipment/ Jefferson St	20	208	3301	WATER PLANT	W Treatment	9/30/2000	15,200	0	15,200	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1181	10003504	24"" X 12"" Wet Tap, Including Materials	20	208	3301	WATER PLANT	W T&D	8/24/2005	9,582	0	0	2,840	6,742	0	0	0	0	0	0	0	0	0	0	0	0
1182	10003505	Complete Underdrain System Filter #4	20	208	3301	WATER PLANT	W Treatment	8/21/1998	8,612	0	8,612	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1183	10003506	(1) 12"" Bermad #730 H-Thg Valve For By	20	208	3301	WATER PLANT	W Treatment	8/26/2005	7,965	0	7,965	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1184	10003507	Belts For Water Plant Job	20	208	3301	WATER PLANT	W Treatment	8/8/2005	494	0	494	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1185	10003508	Design For Raw Water Bypass/Claricones	20	208	3301	WATER PLANT	General	9/26/2005	1,835	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,835	0
1186	10003509	18 X 18 Rotating Assembly Repair	20	208	3301	WATER PLANT	W Treatment	9/26/2005	8,915	0	8,915	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1187	10003510	Rotating Assembly Per Quote# 070605Cs4	20	208	3301	WATER PLANT	W Treatment	9/26/2005	6,050	0	6,050	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1188	10003511	Emergency Repair For Cl2 Crane Host At W	20	208	3301	WATER PLANT	W Treatment	9/15/2005	3,080	0	3,080	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1189	10003512	Replace Conduit & Wiring To Lighting On	20	208	3301	WATER PLANT	W Treatment	1/31/2005	2,601	0	2,601	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1190	10003513	40 Hp Motor For Centrifuge	20	208	3301	WATER PLANT	W Treatment	12/22/2005	1,541	0	1,541	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1191	10003514	Repairs To Wtp As A Result Of Hurricane	20	209	3501	WASTERWATER PLANT	WW Treatment	6/20/2005	3,749	0	0	0	0	0	0	3,749	0	0	0	0	0	0	0	0	0
1192	10003515	Design For Installation Of Raw Water Byp	20	208	3301	WATER PLANT	General	12/30/2005	1,223	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,223	0
1193	10003516	Filter Nozzles For (2) Potable Water San	20	208	3301	WATER PLANT	W Treatment	3/1/2006	18,000	0	18,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1194	10003517	Freight	20	208	3301	WATER PLANT	General	3/1/2006	120	0	0	0	0	0	0	0	0	0	0	0	0	0	0	120	0
1195	10003518	Ir-Scada System	20	208	3301	WATER PLANT	W Treatment	7/14/1998	8,375	0	8,375	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1196	10003519	Safety Platform Freight Charge	10	105	3301	WATER PLANT	General	6/17/1994	110	0	0	0	0	0	0	0	0	0	0	0	0	0	0	110	0
1197	10003520	Lime Building & Safety Platform	10	105	3301	WATER PLANT	W Treatment	5/20/1994	6,560	0	6,560	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1198	10003521	Water System Land (Location Unknown)	70	701	3301	WATER PLANT	W Treatment	9/30/1979	35,615	0	35,615	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1199	10003522	Pep Pumps And Parts	20	209	3301	WATER PLANT	WW Collection	5/16/2006	194	0	0	0	0	0	0	0	0	194	0	0	0	0	0	0	0
1200	10003523	E-One Misc Pump Prts	20	209	3502	WW COLLECTION AND REUSE	General	5/16/2006	842	0	0	0	0	0	0	0	0	0	0	0	0	0	0	842	0
1201	10003524	Dr5000-01 Spectrophotometer	30	309	3301	WATER PLANT	General	7/10/2006	5,924	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,924	0
1202	10003525	Chambers - 16 Inch	20	209	3502	WW COLLECTION AND REUSE	General	7/10/2006	5,280	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,280	0
1203	10003526	Control Panel	20	209	3502	WW COLLECTION AND REUSE	General	7/10/2006	4,950	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,950	0
1204	10003527	High Level Floats	20	209	3502	WW COLLECTION AND REUSE	General	7/10/2006	1,050	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,050	0
1205	10003528	J-Box	20	209	3502	WW COLLECTION AND REUSE	General	7/10/2006	1,350	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,350	0
1206	10003529	New Style Lids	20	209	3502	WW COLLECTION AND REUSE	General	7/10/2006	1,080	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,080	0
1207	10003530	Old Style Lids	20	209	3502	WW COLLECTION AND REUSE	General	6/22/2006	468	0	0	0	0	0	0	0	0	0	0	0	0	0	0	468	0
1208	10003531	Old Style Lids	20	209	3502	WW COLLECTION AND REUSE	General	7/10/2006	612	0	0	0	0	0	0	0	0	0	0	0	0	0	0	612	0
1209	10003532	3"" X 1 1/2 Rubber Bushing	20	209	3502	WW COLLECTION AND REUSE	General	7/10/2006	195	0	0	0	0	0	0	0	0	0	0	0	0	0	0	195	0
1210	10003533	Pep Pump Replacements	20	209	3502	WW COLLECTION AND REUSE	WW COLLECTION	6/19/2006	6,900	0	0	0	0	0	0	0	0	6,900	0	0	0	0	0	0	0
1211	10003534	Mobile Port Station	20	209	3502	WW COLLECTION AND REUSE	General	5/30/2006	468	0	0	0	0	0	0	0	0	0	0	0	0	0	0	468	0
1212	10003535	Water Treatment Plant Expansion & Improv	20	208	3301	WATER PLANT	W Treatment	1/7/2004	19,722	0	19,722	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1213	10003536	Wtr Treatment Plant Expansion & Improvem	20	208	3301	WATER PLANT	W Treatment	2/11/2004	22,911	0	22,911	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1214	10003537	Wtr Treatment Plant Expansion & Improvem	20	208	3301	WATER PLANT	W Treatment	3/29/2004	26,395	0	26,395	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1215	10003538	Water Treatment Plant Expansion & Improv	20	208	3301	WATER PLANT	W Treatment	3/29/2004	10,666	0	10,666	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1216	10003539	Design Of 2 Million Gallons Per Day Wtp	20	208	3301	WATER PLANT	General	9/26/2005	57,207	0	0	0	0	0	0	0	0	0	0	0	0	0	0	57,207	0
1217	10003540	Design Of 2 Million Gallons Per Day Wtp	20	208	3301	WATER PLANT	General	9/26/2005	84,901	0	0	0	0	0	0	0	0	0	0	0	0	0	0	84,901	0
1218	10003541	Water Treatment Plant Expansion & Improv	20	208	3301	WATER PLANT	W Treatment	1/7/2004	1,545	0	1,545	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1219	10003542	Water Treatment Plant Expansion & Improv	20	208	3301	WATER PLANT	W Treatment	1/7/2004	19,722	0	19,722	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1220	10003543	Water Treatment Plant Expansion And Impr	20	208	3301	WATER PLANT	W Treatment	8/2/2004	9,325	0	9,325	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1221	10003544	Water Treatment Plant Expansion & Improv	20	208	3301	WATER PLANT	W Treatment	8/30/2004	17,407	0	17,407	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1222	10003545	Water Treatment Plant Expansion & Improv	20	208	3301	WATER PLANT	W Treatment	7/28/2004	18,789	0	18,789	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1223	10003546	Water Treatment Plant Expansion And Impr	20	208	3301	WATER PLANT	W Treatment	11/22/2004	670	0	670	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1224	10003547	Water Treatment Plant Expansion & Improv	20	208	3301	WATER PLANT	W Treatment	12/13/2004	1,702	0	1,702	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1225	10003548	Water Treatment Plant Expansion & Improv	20	208	3301	WATER PLANT	W Treatment	12/13/2004	612	0	612	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1226	10003549	Dep Permit	20	208	3301	WATER PLANT	General	8/10/2004	500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
1227	10003550	Permit	20	208	3301	WATER PLANT	General	8/6/2004	7,500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,500	0
1228	10003551	Engineering Services	20	208	3301	WATER PLANT	General	9/30/2003	9,861	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9,861	0
1229	10003552	Work Authorization To Prepare A Response	20	208	3301	WATER PLANT	General	2/23/2005	2,889	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,889	0
1230	10003553	Work Authorization For Development Of An	20	208	3301	WATER PLANT	General	2/23/2005	1,750	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,750	0
1231	10003554	Work Authorization For Development Of An	20	208	3301	WATER PLANT	General	2/23/2005	4,600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,600	0
1232	10003555	Work Authorization For Consultant To Pre	20	208	3301	WATER PLANT	General	3/14/2005	3,932	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,932	0
1233	10003556	Rfq For Dep/Bldg Services	20	208	3301	WATER PLANT	General	11/22/2004	129	0	0	0	0	0	0	0	0	0	0	0	0	0	0	129	0
1234	10003557	Work Authorization For Development Of An	20	208	3301	WATER PLANT	General	5/5/2005	1,900	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,900	0
1235	10003558	Design Of 2 Million Gallons Per Day Wtp	20	208	3301	WATER PLANT	General	6/27/2005	28,391	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28,391	0
1236	10003559	Design Of 2 Million Gallons Per Day Wtp	20	208	3301	WATER PLANT	General	7/6/2005	85,399	0	0	0	0	0	0	0	0	0	0	0	0	0	0	85,399	0
1237	10003560	Volusia County Requested Additional Info	20	208	3301	WATER PLANT	General	6/30/2005	2,348	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,348	0
1238	10003561	Design Of 2 Million Gallons Per Day Wtp	20	208	3301	WATER PLANT	General	8/3/2005	56,587	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56,587	0
1239	10003562	Design Of 2 Million Gallons Per Day Wtp	20	208	3301	WATER PLANT	General	12/29/2005	131,012	0	0	0	0	0	0	0	0	0	0	0	0	0	0	131,012	0
1240	10003563	Design Of 2 Million Gallons Per Day Wtp	20	208	3301	WATER PLANT	General	2/14/2006	29,531	0	0	0	0	0	0	0	0	0	0	0	0	0	0	29,531	0
1241	10003564	Design Of 2 Million Gallons Per Day Wtp	20	208	3301	WATER PLANT	General	2/28/2006	23,200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23,200	0
1242	10003565	Work Authorization For Additional Wtp De	20	208	3301	WATER PLANT	General	2/28/2006	22,285	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22,285	0
1243	10003566	Work Authorization For Assessment Of Pro	20	208	3301	WATER PLANT	General	3/13/2006	2,125	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,125	0
1244	10003567	Work Authorization For Topographic Surve	20	208	3301	WATER PLANT	General	1/18/2006	5,178	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,178	0
1245	10003568	Design Of 2 Million Gallons Per Day Wtp	20	208	3301	WATER PLANT	General	1/25/2006	59,042	0	0	0	0	0	0	0	0	0	0	0	0	0	0	59,042	0
1246	10003569	Volusia County Requested Additional Info	20	208	3301	WATER PLANT	General	1/25/2006	1,878	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,878	0
1247	10003570	Work Authorization For Bidding Services	20	208	3301	WATER PLANT	General	6/5/2006	5,509	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,509	0
1248	10003571	Volusia County Requested Additional Info	20	208	3301	WATER PLANT	General	5/11/2006	470	0	0	0	0	0	0	0	0	0	0	0	0	0	0	470	0
1249	10003572	Design Of 2 Million Gallons Per Day Wtp	20	208	3301	WATER PLANT	General	5/10/2006	168,378	0	0	0	0	0	0	0	0	0	0	0	0	0	0	168,378	0
1250	10003573	Wtp Expansion - Construction - Meadors F	20	208	3301	WATER PLANT	W Treatment	9/30/2006	1,848,034	0	1,848,034	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1251	10003574	Water Treatment Plant - Jefferson St	20	208	3301	WATER PLANT	W Treatment	1/7/2004	1,545	0	1,545	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1252	10003575	Wtp - Fiberglass Clean Tank - Owner Dire	20	208	3301	WATER PLANT	W Treatment	3/29/2007	13,190	0	13,190	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1253	10003576	Wtp - Filter Structure Replace - Lab Ser	20	208	3301	WATER PLANT	W Treatment	6/29/2007	378	0	378	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1254	10003577	Wtp - Filter Structure Replace - Lab Ser	20	208	3301	WATER PLANT	W Treatment	5/30/2007	410	0	410	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1255	10003578	Wtp - Const Admin - Engineering Services	20	208	3301	WATER PLANT	General	11/20/2006	6,627	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6,627	0
1256	10003579	Wtp - Const Admin - Engineering Services	20	208	3301	WATER PLANT	General	11/27/2006	26,300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26,300	0
1257	10003580	Wtp - Const Admin - Engineering Services	20	208	3301	WATER PLANT	General	6/15/2007	16,483	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16,483	0
1258	10003581	Wtp - Lime Softening - Engineering Servi	20	208	3301	WATER PLANT	General	8/31/2007	1,713	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,713	0
1259	10003582	Wtp - Filter Structure Replace - Pump Eq	20	208	3301	WATER PLANT	W Treatment	5/21/2007	92,435	0	92,435	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1260	10003583	Wtp - Const Admin - Engineering Services	20	208	3301	WATER PLANT	General	12/22/2006	6,627	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6,627	0
1261	10003584	Wtp - Additional Design Work	20	208	3301	WATER PLANT	General	12/22/2006	37,094	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37,094	0
1262	10003585	Wtp - Static Mixer	20	208	3301	WATER PLANT	W Treatment	1/19/2007	39,000	0	39,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1263	10003586	Wtp - Const Admin - Engineering Services	20	208	3301	WATER PLANT	General	2/17/2007	8,907	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,907	0
1264	10003587	Wtp - Const Admin - Engineering Services	20	208	3301	WATER PLANT	General	2/14/2007	13,253	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13,253	0
1265	10003588	Wtp - Const Admin - Engineering Services	20	208	3301	WATER PLANT	General	2/21/2007	21,629	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21,629	0
1266	10003589	Wtp - Membrane Treatment Facility - Valv	20	208	3301	WATER PLANT	W Treatment	2/21/2007	690,251	0	690,251	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1267	10003590	Wtp - Const Admin - Engineering Services	20	208	3301	WATER PLANT	General	1/17/2007	6,627	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6,627	0
1268	10003591	Wtp - Const Admin - Engineering Services	20	208	3301	WATER PLANT	General	1/24/2007	20,846	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20,846	0
1269	10003592	Wtp - Additional Design Work	20	208	3301	WATER PLANT	General	1/17/2007	12,755	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12,755	0
1270	10003593	Wtp - 2 Cartridge Filters For Membrane F	20	208	3301	WATER PLANT	W Treatment	6/5/2007	50,920	0	50,920	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1271	10003594	Wtp - Cleaning System Cartridge Filter	20	208	3301	WATER PLANT	W Treatment	6/14/2007	15,390	0	15,390	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1272	10003595	Wtp - Chutes, Flexes, Auxillary Componen	20	208	3301	WATER PLANT	W Treatment	5/29/2007	5,000	0	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
1273	10003596	Wtp - Set Of Control Panels	20	208	3301	WATER PLANT	W Treatment	6/12/2007	50,000	0	50,000	0	0	0	0	0	0	0	0	0	0	0	0	0
1274	10003597	Wtp - Const Admin - Engineering Services	20	208	3301	WATER PLANT	W Treatment	4/18/2007	18,801	0	18,801	0	0	0	0	0	0	0	0	0	0	0	0	0
1275	10003598	Wtp - Additional Design Work	20	208	3301	WATER PLANT	General	4/18/2007	26,450	0	0	0	0	0	0	0	0	0	0	0	0	0	26,450	0
1276	10003599	Wtp - Recarbonation Basin - Design	20	208	3301	WATER PLANT	General	4/24/2007	6,985	0	0	0	0	0	0	0	0	0	0	0	0	0	6,985	0
1277	10003600	Wtp - Recarbonation Basin - Design	20	208	3301	WATER PLANT	General	4/24/2007	4,425	0	0	0	0	0	0	0	0	0	0	0	0	0	4,425	0
1278	10003601	Wtp - Additional Design Work	20	208	3301	WATER PLANT	General	10/18/2006	10,636	0	0	0	0	0	0	0	0	0	0	0	0	0	10,636	0
1279	10003602	Wtp - Engineering & Design Work	20	208	3301	WATER PLANT	General	9/15/2007	22,828	0	0	0	0	0	0	0	0	0	0	0	0	0	22,828	0
1280	10003603	Wtp - Design Filter Structure - Fy 2006	20	208	3301	WATER PLANT	General	9/30/2006	50,300	0	0	0	0	0	0	0	0	0	0	0	0	0	50,300	0
1281	10003604	Wtp - Const Admin - Engineering Services	20	208	3301	WATER PLANT	General	10/19/2006	2,717	0	0	0	0	0	0	0	0	0	0	0	0	0	2,717	0
1282	10003605	Wtp - Const Admin - Engineering Services	20	208	3301	WATER PLANT	General	10/18/2006	9,694	0	0	0	0	0	0	0	0	0	0	0	0	0	9,694	0
1283	10003606	Wtp - Const Admin - Engineering Services	20	208	3301	WATER PLANT	General	9/30/2006	3,910	0	0	0	0	0	0	0	0	0	0	0	0	0	3,910	0
1284	10003607	Wtp - Const Admin - Flow Pacing - Engine	20	208	3301	WATER PLANT	General	10/18/2006	4,425	0	0	0	0	0	0	0	0	0	0	0	0	0	4,425	0
1285	10003608	Wtp - Const Admin - Engineering Services	20	208	3301	WATER PLANT	General	9/30/2006	8,948	0	0	0	0	0	0	0	0	0	0	0	0	0	8,948	0
1286	10003609	Water Treatment Plant - 298 Tomoka Av -	20	208	3301	WATER PLANT	W Treatment	1/1/1945	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
1287	10003610	Wtr Wtp Engineering - Barnes Ferland-1 1	20	208	3301	WATER PLANT	W Treatment	6/16/2008	5,575	0	5,575	0	0	0	0	0	0	0	0	0	0	0	0	0
1288	10003611	Wtr Wtp Engineering - Cdm - 12 Invoices	20	208	3301	WATER PLANT	W Treatment	5/22/2008	101,420	0	101,420	0	0	0	0	0	0	0	0	0	0	0	0	0
1289	10003612	Wtr Wtp Engineering - Quentin Hampton -	20	208	3301	WATER PLANT	W Treatment	6/5/2008	94,665	0	94,665	0	0	0	0	0	0	0	0	0	0	0	0	0
1290	10003613	Wtr Wtp Engineering - Cdm - 6 Invoices	20	208	3301	WATER PLANT	W Treatment	5/27/2008	47,840	0	47,840	0	0	0	0	0	0	0	0	0	0	0	0	0
1291	10003614	Wtr Wtp Engineering - Nodarse & Assoc -	20	208	3301	WATER PLANT	W Treatment	4/30/2008	1,726	0	1,726	0	0	0	0	0	0	0	0	0	0	0	0	0
1292	10003615	Wtr Wtp Engineering -Engineering Techno-	20	208	3301	WATER PLANT	W Treatment	2/8/2008	2,500	0	2,500	0	0	0	0	0	0	0	0	0	0	0	0	0
1293	10003616	Wtr Wtp Construction - Mcmahan Const - 1	20	208	3301	WATER PLANT	W Treatment	10/31/2007	91,732	0	91,732	0	0	0	0	0	0	0	0	0	0	0	0	0
1294	10003617	Wtr Wtp Construction - Mcmahan Const - 7	20	208	3301	WATER PLANT	W Treatment	5/30/2008	2,673,653	0	2,673,653	0	0	0	0	0	0	0	0	0	0	0	0	0
1295	10003618	Wtr Wtp Construction - Various Const - 3	20	208	3301	WATER PLANT	W Treatment	4/30/2008	803,756	0	803,756	0	0	0	0	0	0	0	0	0	0	0	0	0
1296	10003619	Wtr Wtp Engineering-High Srv Pump-Qhampt	20	208	3301	WATER PLANT	W Treatment	7/14/2008	10,713	0	10,713	0	0	0	0	0	0	0	0	0	0	0	0	0
1297	10003620	Wtr Plant Rehabs - 11 Invoices	20	208	3301	WATER PLANT	W Treatment	3/18/2008	96,520	0	96,520	0	0	0	0	0	0	0	0	0	0	0	0	0
1298	10003621	Wtr Wtp Treatment Plant Exp & Imp-Multi	20	208	3301	WATER PLANT	W Treatment	9/30/2007	15,045,812	0	15,045,812	0	0	0	0	0	0	0	0	0	0	0	0	0
1299	10003622	Wtr Wtp Treatment Plant Eng-Cdm 2 Invoic	20	208	3301	WATER PLANT	W Treatment	10/19/2006	12,410	0	12,410	0	0	0	0	0	0	0	0	0	0	0	0	0
1300	10003623	Wtr Wtp Treatment Plant Operations Train	20	208	3301	WATER PLANT	W Treatment	4/23/2008	170,838	0	170,838	0	0	0	0	0	0	0	0	0	0	0	0	0
1301	10003624	Wtp - Const Admin - Engineering Services	20	208	3301	WATER PLANT	W Treatment	4/18/2007	274,671	0	274,671	0	0	0	0	0	0	0	0	0	0	0	0	0
1302	10003625	Wtp - Construction Design Work	20	208	3301	WATER PLANT	W Treatment	9/30/2007	365,050	0	365,050	0	0	0	0	0	0	0	0	0	0	0	0	0
1303	10003626	Wtp - Plant Engineering Services - Fy 20	20	208	3301	WATER PLANT	General	9/30/2006	69,221	0	0	0	0	0	0	0	0	0	0	0	0	0	69,221	0
1304	10003627	Wtr Wtp Improvements	20	208	3301	WATER PLANT	W Treatment	9/30/2002	2,031,490	0	2,031,490	0	0	0	0	0	0	0	0	0	0	0	0	0
1305	10003711	Improvements	20	208	3301	WATER PLANT	W Treatment	8/31/2000	98,750	0	98,750	0	0	0	0	0	0	0	0	0	0	0	0	0
1306	10003731	Sterthaus Dr Roadway Reconst	20	209	3501	WASTERWATER PLANT	WW T&C	2/5/2002	3,455	0	0	0	0	0	0	0	1,379	2,076	0	0	0	0	0	0
1307	10003733	Wtr Main Unknown Locations 2"" Line Repl	20	208	3301	WATER PLANT	W T&D	8/6/2001	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
1308	10003734	Pmt #8 Final	20	208	3301	WATER PLANT	General	6/11/2001	7,051	0	0	0	0	0	0	0	0	0	0	0	0	0	7,051	0
1309	10003735	Improvements	20	208	3301	WATER PLANT	W Treatment	5/20/2001	87,772	0	87,772	0	0	0	0	0	0	0	0	0	0	0	0	0
1310	10003736	Pmt #2 & 3	20	208	3301	WATER PLANT	General	5/20/2001	29,257	0	0	0	0	0	0	0	0	0	0	0	0	0	29,257	0
1311	10003737	Final Pmt #8	20	208	3301	WATER PLANT	General	6/11/2001	68,892	0	0	0	0	0	0	0	0	0	0	0	0	0	68,892	0
1312	10003738	Payment	20	208	3301	WATER PLANT	W Treatment	9/12/2001	140,000	0	140,000	0	0	0	0	0	0	0	0	0	0	0	0	0
1313	10003739	Permit Fees	20	208	3301	WATER PLANT	General	8/6/2001	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000	0
1314	10003740	Permit Fee	20	208	3301	WATER PLANT	General	10/30/2001	250	0	0	0	0	0	0	0	0	0	0	0	0	0	250	0
1315	10003741	Copies	20	208	3301	WATER PLANT	General	12/4/2001	61	0	0	0	0	0	0	0	0	0	0	0	0	0	61	0
1316	10003742	2"" Diameter Water Main Replacement	20	208	3301	WATER PLANT	W T&D	2/11/2004	2,540	0	0	753	1,787	0	0	0	0	0	0	0	0	0	0	0
1317	10003743	Water Permit Fee	20	208	3301	WATER PLANT	General	10/22/2003	250	0	0	0	0	0	0	0	0	0	0	0	0	0	250	0
1318	10003744	Eng. Services	20	208	3301	WATER PLANT	General	9/17/2003	5,509	0	0	0	0	0	0	0	0	0	0	0	0	0	5,509	0
1319	10003745	Water Permit Fee	20	208	3301	WATER PLANT	General	8/4/2003	250	0	0	0	0	0	0	0	0	0	0	0	0	0	250	0
1320	10003746	Engin. Services	20	208	3301	WATER PLANT	General	7/31/2003	7,798	0	0	0	0	0	0	0	0	0	0	0	0	0	7,798	0
1321	10003747	Pmt #6	20	208	3301	WATER PLANT	General	9/30/2003	22,809	0	0	0	0	0	0	0	0	0	0	0	0	0	22,809	0
1322	10003748	Pmt #5	20	208	3301	WATER PLANT	General	7/11/2003	24,568	0	0	0	0	0	0	0	0	0	0	0	0	0	24,568	0
1323	10003749	Pmt #4	20	208	3301	WATER PLANT	General	4/29/2003	32,058	0	0	0	0	0	0	0	0	0	0	0	0	0	32,058	0
1324	10003750	Pmt #3	20	208	3301	WATER PLANT	General	2/13/2003	25,920	0	0	0	0	0	0	0	0	0	0	0	0	0	25,920	0
1325	10003751	Pmt #2	20	208	3301	WATER PLANT	General	12/12/2002	32,732	0	0	0	0	0	0	0	0	0	0	0	0	0	32,732	0
1326	10003752	2"" Diameter Water Main Replacement	20	208	3301	WATER PLANT	W T&D	9/22/2005	3,549	0	0	1,052	2,497	0	0	0	0	0	0	0	0	0	0	0
1327	10003753	Lift Sta 6M - 390 Tomoka Avenue	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/15/2000	192	0	0	0	0	0	0	0	76	115	0	0	0	0	0	0
1328	10003754	Lift Sta 6M Environmental Site Assessmen	20	209	3502	WW COLLECTION AND REUSE	General	10/4/1999	1,183	0	0	0	0	0	0	0	0	0	0	0	0	0	1,183	0
1329	10003755	Wtr Main Unknown Locations 6,8,10 & 12 I	20	208	3301	WATER PLANT	W T&D	5/4/2001	500	0	0	0	148	352	0	0	0	0	0	0	0	0	0	0
1330	10003756	Hall Rd Right Of Way Permit	20	208	3301	WATER PLANT	General	5/4/2001	325	0	0	0	0	0	0	0	0	0	0	0	0	0	325	0
1331	10003757	A1A Water Main Extension	20	208	3301	WATER PLANT	W T&D	5/12/2004	22,140	0	0	6,561	15,579	0	0	0	0	0	0	0	0	0	0	0
1332	10003758	Replace 9 Water Main Crossings Along Us1	20	208	3301	WATER PLANT	W T&D	7/7/2004	33,122	0	0	9,816	23,306	0	0	0	0	0	0	0	0	0	0	0
1333	10003759	A1A Water Main Extension	20	208	3301	WATER PLANT	W T&D	9/17/2004	6,398	0	0	1,896	4,502	0	0	0	0	0	0	0	0	0	0	0
1334	10003760	Bid Ad	20	208	3301	WATER PLANT	General	1/25/2004	108	0	0	0	0	0	0	0	0	0	0	0	0	0	108	0
1335	10003761	Photos	20	208	3301	WATER PLANT	General	1/23/2004	9	0	0	0	0	0	0	0	0	0	0	0	0	0	9	0
1336	10003762	Fed Ex	20	208	3301	WATER PLANT	General	10/28/2003	8	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0
1337	10003763	Fed Ex	20	208	3301	WATER PLANT	General	9/23/2003	64	0	0	0	0	0	0	0	0	0	0	0	0	0	64	0
1338	10003764	Copies	20	208	3301	WATER PLANT	General	9/25/2003	496	0	0	0	0	0	0	0	0	0	0	0	0	0	496	0
1339	10003765	Legal Ad*Public Notice	20	208	3301	WATER PLANT	General	7/7/2003	107	0	0	0	0	0	0	0	0	0	0	0	0	0	107	0
1340	10003766	Water Permit	20	208	3301	WATER PLANT	General	7/8/2003	250	0	0	0	0	0	0	0	0	0	0	0	0	0	250	0
1341	10003767	Pmt #5 Final	20	208	3301	WATER PLANT	General	1/31/2003	8,624	0	0	0	0	0	0	0	0	0	0	0	0	0	8,624	0
1342	10003768	Pmt #4	20	208	3301	WATER PLANT	General	12/31/2002	32,320	0	0	0	0	0	0	0	0	0	0	0	0	0	32,320	0
1343	10003769	In Place Density Tests	20	208	3301	WATER PLANT	General	11/30/2002	184	0	0	0	0	0	0	0	0	0	0	0	0	0	184	0
1344	10003770	Pmt #3	20	208	3301	WATER PLANT	General	11/29/2002	52,259	0	0	0	0	0	0	0	0	0	0	0	0	0	52,259	0
1345	10003771	Pmt #2	20	208	3301	WATER PLANT	General	10/31/2002	268,327	0	0	0	0	0	0	0	0	0	0	0	0	0	268,327	0
1346	10003772	Replace 9 Water Main Crossings Along Us1	20	208	3301	WATER PLANT	W T&D	9/30/2004	93,747	0	0	27,783	65,964	0	0	0	0	0	0	0	0	0	0	0
1347	10003773	Final Adjustments Of Pay Items And Addit	20	208	3301	WATER PLANT	General	9/17/2004	29,004	0	0	0	0	0	0	0	0	0	0	0	0	0	29,004	0
1348	10003774	A1A Water Main Extension	20	208	3301	WATER PLANT	W T&D	1/9/2004	128,002	0	0	37,935	90,067	0	0	0	0	0	0	0	0	0	0	0
1349	10003775	A1A Water Main Extension	20	208	3301	WATER PLANT	W T&D	2/18/2004	63,309	0	0	18,762	44,547	0	0	0	0	0	0	0	0	0	0	0
1350	10003776	Cost For Bellsouth'S Subcontractor To Pe	20	208	3301	WATER PLANT	General	9/13/2005	659	0	0	0	0	0	0	0	0	0	0	0	0	0	659	0
1351	10003777	Copies	20	208	3301	WATER PLANT	General	8/30/2005	161	0	0	0	0	0	0	0	0	0	0	0	0	0	161	0
1352	10003778	Wtr Restore Sidewalk Ramp/Torn Up For Wa	20	208	3301	WATER PLANT	W T&D	5/19/2005	1,400	0	0	0	415	985	0	0	0	0	0	0	0	0	0	0
1353	10003779	Water Interconnect Fees	20	208	3301	WATER PLANT	General	10/1/2004	23,180	0	0	0	0	0	0	0	0	0	0	0	0	0	23,180	0
1354	10003780	Concrete Repair	20	208	3301	WATER PLANT	General	4/13/2004	13	0	0	0	0	0	0	0	0	0	0	0	0	0	13	0
1355	10003781	Lift Sta 4M - 329L Sanchez Ave	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/14/2001	46,657	0	0	0	0	0	0	0	18,620	28,037	0	0	0	0	0	0
1356	10003782	Lift Sta 4M Eng Services	20	209	3502	WW COLLECTION AND REUSE	General	7/31/2001	887	0	0	0	0	0	0	0	0	0	0	0	0	0	887	0
1357	10003783	Lift Sta 4M Sewer Permit Fee	20	209	3502	WW COLLECTION AND REUSE	General	7/2/2001	500	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
1358	10003784	Lift Sta 4M Legal Ad	20	209	3502	WW COLLECTION AND REUSE	General	7/15/2001	98	0	0	0	0	0	0	0	0	0	0	0	0	0	98	0
1359	10003785	Lift Sta 4M Dep Permit Fee	20	209	3502	WW COLLECTION AND REUSE	General	9/28/2001	500	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
1360	10003786	Lift Sta 4M Engin Services	20	209	3502	WW COLLECTION AND REUSE	General	9/13/2001	1,115	0	0	0	0	0	0	0	0	0	0	0	0	0	1,115	0
1361	10003787	Lift Sta 4M Engin Services	20	209	3502	WW COLLECTION AND REUSE	General	2/7/2002	90,475	0	0	0	0	0	0	0	0	0	0	0	0	0	90,475	0
1362	10003788	Lift Sta 4M Lift Station Improvements	20	209	3502	WW COLLECTION AND REUSE	WW T&C	2/8/2002	3,490	0	0	0	0	0	0	0	1,393	2,097	0	0	0	0	0	0
1363	10003789	Lift Sta 4M Engineering Services	20	209	3502	WW COLLECTION AND REUSE	General	3/1/2002	1,083	0	0	0	0	0	0	0	0	0	0	0	0	0	1,083	0
1364	10003790	Lift Sta 4M Prof Services	20	209	3502	WW COLLECTION AND REUSE	General	4/15/2002	41,115	0	0	0	0	0	0	0	0	0	0	0	0	0	41,115	0
1365	10003791	Lift Sta 4M Prof Services	20	209	3502	WW COLLECTION AND REUSE	General	3/26/2002	361	0	0	0	0	0	0	0	0	0	0	0	0	0	361	0
1366	10003792	Lift Sta 4M Prof Services	20	209	3502	WW COLLECTION AND REUSE	General	4/10/2002	271	0	0	0	0	0	0	0	0	0	0	0	0	0	271	0
1367	10003793	Lift Sta 4M Prof Services	20	209	3502	WW COLLECTION AND REUSE	General	4/19/2002	26	0	0	0	0	0	0	0	0	0	0	0	0	0	26	0
1368	10003794	Lift Sta 4M In Place Density Test	20	209	3502	WW COLLECTION AND REUSE	General	4/24/2002	26	0	0	0	0	0	0	0	0	0	0	0	0	0	26	0
1369	10003795	Lift Sta 4M Concrete Test Cylinders	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/20/2002	26	0	0	0	0	0	0	0	11	16	0	0	0	0	0	0
1370	10003796	Lift Sta 4M Prof Services	20	209	3502	WW COLLECTION AND REUSE	General	5/17/2002	1,324	0	0	0	0	0	0	0	0	0	0	0	0	0	1,324	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
1371	10003797	Lift Sta 4M In Place Density Test	20	209	3502	WW COLLECTION AND REUSE	General	4/24/2002	20	0	0	0	0	0	0	0	0	0	0	0	0	0	20	0
1372	10003798	Lift Sta 4M Prof Services	20	209	3502	WW COLLECTION AND REUSE	General	5/15/2002	32,080	0	0	0	0	0	0	0	0	0	0	0	0	0	32,080	0
1373	10003799	Lift Sta 4M Payment #8	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/16/2002	21,401	0	0	0	0	0	0	0	8,541	12,860	0	0	0	0	0	0
1374	10003800	Lift Sta 4M Professional Services	20	209	3502	WW COLLECTION AND REUSE	General	9/23/2002	842	0	0	0	0	0	0	0	0	0	0	0	0	0	842	0
1375	10003801	Lift Sta 4M Fed Ex	20	209	3502	WW COLLECTION AND REUSE	General	11/26/2002	6	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0
1376	10003802	Lift Sta 4M Film Processing	20	209	3502	WW COLLECTION AND REUSE	General	10/17/2002	10	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0
1377	10003803	Lift Sta 4M Eng Services	20	209	3502	WW COLLECTION AND REUSE	General	11/7/2002	602	0	0	0	0	0	0	0	0	0	0	0	0	0	602	0
1378	10003804	Lift Sta 4M Pmt #10 Final	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/6/2002	4,689	0	0	0	0	0	0	0	1,871	2,817	0	0	0	0	0	0
1379	10003805	Lift Sta 4M Pmt #9	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/16/2002	193	0	0	0	0	0	0	0	77	116	0	0	0	0	0	0
1380	10003806	Lift Sta 4M Geotechnical Service	20	209	3502	WW COLLECTION AND REUSE	General	8/31/2000	892	0	0	0	0	0	0	0	0	0	0	0	0	0	892	0
1381	10003807	Lift Sta 4M & Western Relief Force Main	20	209	3502	WW COLLECTION AND REUSE	WW T&C	2/7/2002	115,151	0	0	0	0	0	0	0	45,955	69,196	0	0	0	0	0	0
1382	10003808	Lift Sta 4M Improvements	20	209	3502	WW COLLECTION AND REUSE	WW T&C	2/8/2002	1,188	0	0	0	0	0	0	0	474	714	0	0	0	0	0	0
1383	10003809	Lift Sta 4M Prof Services	20	209	3502	WW COLLECTION AND REUSE	General	4/15/2002	52,329	0	0	0	0	0	0	0	0	0	0	0	0	0	52,329	0
1384	10003810	Lift Sta 4M Prof Services	20	209	3502	WW COLLECTION AND REUSE	General	3/26/2002	2,314	0	0	0	0	0	0	0	0	0	0	0	0	0	2,314	0
1385	10003811	Lift Sta 4M Professional Services	20	209	3502	WW COLLECTION AND REUSE	General	3/26/2002	500	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
1386	10003812	Lift Sta 4M Professional Services	20	209	3502	WW COLLECTION AND REUSE	General	4/10/2002	344	0	0	0	0	0	0	0	0	0	0	0	0	0	344	0
1387	10003813	Lift Sta 4M Professional Services	20	209	3502	WW COLLECTION AND REUSE	General	4/19/2002	34	0	0	0	0	0	0	0	0	0	0	0	0	0	34	0
1388	10003814	Lift Sta 4M In Place Density Test	20	209	3502	WW COLLECTION AND REUSE	General	4/24/2002	34	0	0	0	0	0	0	0	0	0	0	0	0	0	34	0
1389	10003815	Lift Sta 4M Concrete Test Cylinders	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/20/2002	34	0	0	0	0	0	0	0	13	20	0	0	0	0	0	0
1390	10003816	Lift Sta 4M Prof Services	20	209	3502	WW COLLECTION AND REUSE	General	5/17/2002	1,471	0	0	0	0	0	0	0	0	0	0	0	0	0	1,471	0
1391	10003817	Lift Sta 4M In Place Density Test	20	209	3502	WW COLLECTION AND REUSE	General	4/24/2002	25	0	0	0	0	0	0	0	0	0	0	0	0	0	25	0
1392	10003818	Lift Sta 4M Prof Services	20	209	3502	WW COLLECTION AND REUSE	General	5/15/2002	40,829	0	0	0	0	0	0	0	0	0	0	0	0	0	40,829	0
1393	10003819	Lift Sta 4M Design & Engineering	20	209	3502	WW COLLECTION AND REUSE	General	1/12/2004	3,390	0	0	0	0	0	0	0	0	0	0	0	0	0	3,390	0
1394	10003820	Lift Sta 4M Design & Engineering	20	209	3502	WW COLLECTION AND REUSE	General	3/8/2004	5,720	0	0	0	0	0	0	0	0	0	0	0	0	0	5,720	0
1395	10003821	Lift Sta 4M Pump Station Rehabilitation	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/8/2004	9,359	0	0	0	0	0	0	0	3,735	5,624	0	0	0	0	0	0
1396	10003822	Lift Sta 4M Design & Engineering	20	209	3502	WW COLLECTION AND REUSE	General	5/3/2004	635	0	0	0	0	0	0	0	0	0	0	0	0	0	635	0
1397	10003823	Lift Sta 4M Improvements	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/3/2001	19,590	0	0	0	0	0	0	0	7,818	11,772	0	0	0	0	0	0
1398	10003824	Lift Sta 4M Engineering Services	20	209	3502	WW COLLECTION AND REUSE	General	8/27/2003	1,693	0	0	0	0	0	0	0	0	0	0	0	0	0	1,693	0
1399	10003825	Lift Sta 4M Final Pmt	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/22/2003	10,500	0	0	0	0	0	0	0	4,190	6,310	0	0	0	0	0	0
1400	10003826	Lift Sta 4M Final Pmt*Retainage Returned	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/22/2003	17,450	0	0	0	0	0	0	0	6,964	10,486	0	0	0	0	0	0
1401	10003827	Lift Sta 4M Eng Services	20	209	3502	WW COLLECTION AND REUSE	General	8/7/2003	1,715	0	0	0	0	0	0	0	0	0	0	0	0	0	1,715	0
1402	10003828	Lift Sta 4M Pmt #5	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/31/2003	7,200	0	0	0	0	0	0	0	2,873	4,327	0	0	0	0	0	0
1403	10003829	Lift Sta 4M Pump Rehab Engineering Servi	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/1/2003	6,870	0	0	0	0	0	0	0	2,742	4,128	0	0	0	0	0	0
1404	10003830	Lift Sta 4M Pmt #4	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/30/2003	12,080	0	0	0	0	0	0	0	4,821	7,259	0	0	0	0	0	0
1405	10003831	Lift Sta 4M Pmt #3	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/28/2003	108,520	0	0	0	0	0	0	0	43,309	65,211	0	0	0	0	0	0
1406	10003832	Lift Sta 4M Engineering Services	20	209	3502	WW COLLECTION AND REUSE	General	5/8/2003	1,571	0	0	0	0	0	0	0	0	0	0	0	0	0	1,571	0
1407	10003833	Lift Sta 4M Pmt #2	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/30/2003	9,000	0	0	0	0	0	0	0	3,592	5,408	0	0	0	0	0	0
1408	10003834	Lift Sta 4M Engineering Services	20	209	3502	WW COLLECTION AND REUSE	General	4/30/2003	179	0	0	0	0	0	0	0	0	0	0	0	0	0	179	0
1409	10003835	Lift Sta 4M Engineering Services	20	209	3502	WW COLLECTION AND REUSE	General	4/3/2003	3,142	0	0	0	0	0	0	0	0	0	0	0	0	0	3,142	0
1410	10003836	Lift Sta 4M Pmt #1	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/27/2003	20,250	0	0	0	0	0	0	0	8,081	12,169	0	0	0	0	0	0
1411	10003837	Lift Sta 4M Engineering Services	20	209	3502	WW COLLECTION AND REUSE	General	2/25/2003	2,588	0	0	0	0	0	0	0	0	0	0	0	0	0	2,588	0
1412	10003838	Lift Sta 4M Sanitary Sewer Permit Fee	20	209	3502	WW COLLECTION AND REUSE	General	11/21/2002	500	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
1413	10003839	Lift Sta 4M Legal Ad * Public Notice	20	209	3502	WW COLLECTION AND REUSE	General	11/17/2002	96	0	0	0	0	0	0	0	0	0	0	0	0	0	96	0
1414	10003840	Lift Sta 4M Pmt #10 Final	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/6/2002	5,967	0	0	0	0	0	0	0	2,381	3,586	0	0	0	0	0	0
1415	10003841	Lift Sta 4M Pmt #10 Final	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/6/2002	5,967	0	0	0	0	0	0	0	2,381	3,586	0	0	0	0	0	0
1416	10003842	Lift Sta 4M Western Relay Pmt #9	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/16/2002	245	0	0	0	0	0	0	0	98	147	0	0	0	0	0	0
1417	10003843	Lift Sta 4M Engineering Services	20	209	3502	WW COLLECTION AND REUSE	General	10/16/2002	13,171	0	0	0	0	0	0	0	0	0	0	0	0	0	13,171	0
1418	10003844	Lift Sta 4M Engineering Services	20	209	3502	WW COLLECTION AND REUSE	General	9/30/2003	3,032	0	0	0	0	0	0	0	0	0	0	0	0	0	3,032	0
1419	10003845	Lift Sta 4M Engineering Services	20	209	3502	WW COLLECTION AND REUSE	General	9/2/2003	800	0	0	0	0	0	0	0	0	0	0	0	0	0	800	0
1420	10003846	Lift Sta 4M Fed Ex	20	209	3502	WW COLLECTION AND REUSE	General	4/26/2005	7	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0
1421	10003847	Lift Sta 4M 6"" Flygt Pump 30 Hp	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/18/2001	30,952	0	0	0	0	0	0	0	12,353	18,600	0	0	0	0	0	0
1422	10003848	Lift Sta Misc (3) 8-In Dip Risers At 4M	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/13/2006	34,800	0	0	0	0	0	0	0	13,888	20,912	0	0	0	0	0	0
1423	10003849	Lift Sta 4M Prof Services	20	209	3502	WW COLLECTION AND REUSE	General	9/30/2002	118,391	0	0	0	0	0	0	0	0	0	0	0	0	0	118,391	0
1424	10003865	It-Server-Questys Document Imaging	30	308	1303	INFORMATION TECHNOLOGY	OTHER	8/3/2001	9,711	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9,711
1425	10003866	It-Server-Click 2 Gov Core & Modules	30	308	1303	INFORMATION TECHNOLOGY	OTHER	5/29/2001	16,460	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16,460
1426	10003867	Veh 01 Liftmore Power Hoist Power Boom	30	303	3501	WASTERWATER PLANT	General	7/2/2001	14,084	0	0	0	0	0	0	0	0	0	0	0	0	0	14,084	0
1427	10003869	Veh 01 Utility Body	40	404	3502	WW COLLECTION AND REUSE	General	7/2/2001	4,341	0	0	0	0	0	0	0	0	0	0	0	0	0	4,341	0
1428	10003880	Cmplx Fleet New Fuel Storage Facility	10	105	4103	FLEET	OTHER	6/27/2008	117,487	0	0	0	0	0	0	0	0	0	0	0	0	0	0	117,487
1429	10004357	Water System Fire Hydrants 00-01	20	208	3302	WATER DISTRIBUTION	W HYDRANTS	10/1/2000	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
1430	10004358	38 Hydrants & Sod	20	208	3302	WATER DISTRIBUTION	W HYDRANTS	6/18/2001	49,768	0	0	0	0	49,768	0	0	0	0	0	0	0	0	0	0
1431	10004359	Hydrant Valves & Pipe Fittings	20	208	3302	WATER DISTRIBUTION	W HYDRANTS	5/3/2001	108,678	0	0	0	0	108,678	0	0	0	0	0	0	0	0	0	0
1432	10004360	Tapping Sleeve	20	208	3302	WATER DISTRIBUTION	W HYDRANTS	3/26/2001	363	0	0	0	0	363	0	0	0	0	0	0	0	0	0	0
1433	10004361	Hydrant Riser Kits	20	208	3302	WATER DISTRIBUTION	W HYDRANTS	3/1/2001	3,912	0	0	0	0	3,912	0	0	0	0	0	0	0	0	0	0
1434	10004362	Legal Ad	20	208	3302	WATER DISTRIBUTION	General	12/17/2000	40	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0
1435	10004363	Sod	20	208	3302	WATER DISTRIBUTION	General	9/25/2001	57,144	0	0	0	0	0	0	0	0	0	0	0	0	0	57,144	0
1436	10004365	Rst 01 Trail King 52T32 Trailer (Haul Ex	30	311	3302	WATER DISTRIBUTION	General	9/24/2001	5,315	0	0	0	0	0	0	0	0	0	0	0	0	0	5,315	0
1437	10004377	2"" Water Main Replacement Portion Of St	20	208	3301	WATER PLANT	W T&D	4/6/2004	23,741	0	0	7,036	16,705	0	0	0	0	0	0	0	0	0	0	0
1438	10004381	2"" Water Main Replacement Portion Of St	20	208	3301	WATER PLANT	W T&D	5/12/2004	14,643	0	0	4,340	10,303	0	0	0	0	0	0	0	0	0	0	0
1439	10004386	2"" Water Main Replacement Portion Of St	20	208	3301	WATER PLANT	W T&D	6/17/2004	20,259	0	0	6,004	14,255	0	0	0	0	0	0	0	0	0	0	0
1440	10004391	2"" Water Main Replacement Portion Of St	20	208	3301	WATER PLANT	W T&D	7/7/2004	26,173	0	0	7,757	18,416	0	0	0	0	0	0	0	0	0	0	0
1441	10004396	2"" Water Main Replacement Portion Of St	20	208	3301	WATER PLANT	W T&D	8/19/2004	26,031	0	0	7,715	18,317	0	0	0	0	0	0	0	0	0	0	0
1442	10004401	2"" Water Main Replacement Portion Of St	20	208	3301	WATER PLANT	W T&D	9/14/2004	20,182	0	0	5,981	14,201	0	0	0	0	0	0	0	0	0	0	0
1443	10004405	2"" Water Main Replacement Portion Of St	20	208	3301	WATER PLANT	W T&D	9/29/2004	7,726	0	0	2,290	5,436	0	0	0	0	0	0	0	0	0	0	0
1444	10004413	Change Order #2, Relocation Of Water Lin	20	208	3301	WATER PLANT	W T&D	11/17/2004	25,000	0	0	7,409	17,591	0	0	0	0	0	0	0	0	0	0	0
1445	10004414	Change Order #3, Relocation Of Reuse Lin	20	208	3301	WATER PLANT	W T&D	11/17/2004	24,690	0	0	7,317	17,373	0	0	0	0	0	0	0	0	0	0	0
1446	10004444	Force Main Permit	20	209	3501	WASTERWATER PLANT	OTHER	9/29/2004	250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	250
1447	10004460	2"" Water Main Replacement Portion Of Th	20	208	3301	WATER PLANT	W T&D	3/9/2005	9,108	0	0	2,699	6,409	0	0	0	0	0	0	0	0	0	0	0
1448	10004461	2"" Water Main Replacement Portion Of Th	20	208	3301	WATER PLANT	W T&D	3/9/2005	33,398	0	0	9,898	23,500	0	0	0	0	0	0	0	0	0	0	0
1449	10004462	Slip Lining Of Sanitary Sewer Portion Of	20	209	3501	WASTERWATER PLANT	WW T&C	3/9/2005	15,181	0	0	0	0	0	0	0	6,058	9,122	0	0	0	0	0	0
1450	10004466	2"" Water Main Replacement Portion Of Th	20	208	3301	WATER PLANT	W T&D	4/7/2005	7,034	0	0	2,085	4,950	0	0	0	0	0	0	0	0	0	0	0
1451	10004467	2"" Water Main Replacement Portion Of Th	20	208	3301	WATER PLANT	W T&D	4/7/2005	25,793	0	0	7,644	18,149	0	0	0	0	0	0	0	0	0	0	0
1452	10004468	Slip Lining Of Sanitary Sewer Portion Of	20	209	3501	WASTERWATER PLANT	WW T&C	4/7/2005	11,724	0	0	0	0	0	0	0	4,679	7,045	0	0	0	0	0	0
1453	10004477	Adjusting For Final Installed Quantities	20	208	3301	WATER PLANT	General	5/5/2005	4,462	0	0	0	0	0	0	0	0	0	0	0	0	0	4,462	0
1454	10004483	2"" Water Main Replacement Portion Of Th	20	208	3301	WATER PLANT	W T&D	5/11/2005	8,792	0	0	2,606	6,186	0	0	0	0	0	0	0	0	0	0	0
1455	10004484	2"" Water Main Replacement Portion Of Th	20	208	3301	WATER PLANT	W T&D	5/11/2005	32,237	0	0	9,554	22,683	0	0	0	0	0	0	0	0	0	0	0
1456	10004485	Slip Lining Of Sanitary Sewer Portion Of	20	209	3501	WASTERWATER PLANT	WW T&C	5/11/2005	14,653	0	0	0	0	0	0	0	5,848	8,805	0	0	0	0	0	0
1457	10004489	2"" Water Main Replacement Portion Of Th	20	208	3301	WATER PLANT	W T&D	6/14/2005	9,183	0	0	2,721	6,461	0	0	0	0	0	0	0	0	0	0	0
1458	10004490	2"" Water Main Replacement Portion Of Th	20	208	3301	WATER PLANT	W T&D	6/14/2005	33,671	0	0	9,979	23,692	0	0	0	0	0	0	0	0	0	0	0
1459	10004491	Slip Lining Of Sanitary Sewer Portion Of	20	209	3501	WASTERWATER PLANT	WW T&C	6/14/2005	15,305	0	0	0	0	0	0	0	6,108	9,197	0	0	0	0	0	0
1460	10004497	2"" Water Main Replacement Portion Of Th	20	208	3301	WATER PLANT	W T&D	7/15/2005	13,143	0	0	3,895	9,248	0	0	0	0	0	0	0	0	0	0	0
1461	10004498	2"" Water Main Replacement Portion Of Th	20	208	3301	WATER PLANT	W T&D	7/15/2005	48,192	0	0	14,282	33,910	0	0	0	0	0	0	0	0	0	0	0
1462	10004499	Slip Lining Of Sanitary Sewer Portion Of	20	209	3501	WASTERWATER PLANT	WW T&C	7/15/2005	21,906	0	0	0	0	0	0	0	8,742	13,163	0	0	0	0	0	0
1463	10004508	2"" Water Main Replacement Portion Of Th	20	208	3301	WATER PLANT	W T&D	8/17/2005	12,867	0	0	3,813	9,054	0	0	0	0	0	0	0	0	0	0	0
1464	10004509	2"" Water Main Replacement Portion Of Th	20	208	3301	WATER PLANT	W T&D	8/17/2005	47,180	0	0	13,982	33,198	0	0	0	0	0	0	0	0	0	0	0
1465	10004510	Slip Lining Of Sanitary Sewer Portion Of	20	209	3501	WASTERWATER PLANT	WW T&C	8/17/2005	21,445	0	0	0	0	0	0	0	8,559	12,887	0	0	0	0	0	0
1466	10004515	Fed Ex Overnight	20	209	3501	WASTERWATER PLANT	OTHER	12/28/2004	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
1467	10004522	2"" Water Main Replacement Portion Of Th	20	208	3301	WATER PLANT	W T&D	9/27/2005	3,118	0	0	924	2,194	0	0	0	0	0	0	0	0	0	0	0
1468	10004523	2"" Water Main Replacement Portion Of Th	20	208	3301	WATER PLANT	W T&D	9/27/2005	11,434	0	0	3,389	8,045	0	0	0	0	0	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
1469	10004524	Drainage - Dormont Slip Lining Sanitary	20	209	3501	WASTERWATER PLANT	WW T&C	9/27/2005	5,197	0	0	0	0	0	0	0	2,074	3,123	0	0	0	0	0	0
1470	10004528	2"" Water Main Replacement Portion Of Th	20	208	3301	WATER PLANT	W T&D	12/5/2005	14,663	0	0	4,346	10,318	0	0	0	0	0	0	0	0	0	0	0
1471	10004529	2"" Water Main Replacement Portion Of Th	20	208	3301	WATER PLANT	W T&D	12/5/2005	1,828	0	0	542	1,286	0	0	0	0	0	0	0	0	0	0	0
1472	10004530	Slip Lining Of Sanitary Sewer Portion Of	20	209	3501	WASTERWATER PLANT	WW T&C	12/5/2005	4,178	0	0	0	0	0	0	0	1,667	2,510	0	0	0	0	0	0
1473	10004531	Addition Of 12-In Force Main From John A	20	209	3501	WASTERWATER PLANT	WW T&C	12/5/2005	53,572	0	0	0	0	0	0	0	21,380	32,192	0	0	0	0	0	0
1474	10004533	Change Order #3-Additl Water Tie-In On A	20	208	3301	WATER PLANT	W T&D	5/5/2006	1,500	0	0	445	1,055	0	0	0	0	0	0	0	0	0	0	0
1475	10004534	Change Order #4 - Water Main Upgrades	20	208	3301	WATER PLANT	W T&D	5/5/2006	19,200	0	0	5,690	13,510	0	0	0	0	0	0	0	0	0	0	0
1476	10004535	Addition Of 12-In Force Main From John A	20	209	3501	WASTERWATER PLANT	WW T&C	5/5/2006	30,318	0	0	0	0	0	0	0	12,099	18,219	0	0	0	0	0	0
1477	10004536	Change Order #2, Construction Of New 12-	20	209	3501	WASTERWATER PLANT	WW T&C	5/5/2006	22,445	0	0	0	0	0	0	0	8,957	13,488	0	0	0	0	0	0
1478	10004593	Well 1 Rima Well Field - #50 - #53 Rima	20	208	3301	WATER PLANT	W Supply	11/15/2001	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1479	10004594	Prof Services	20	208	3301	WATER PLANT	General	11/15/2001	2,658	0	0	0	0	0	0	0	0	0	0	0	0	0	2,658	0
1480	10004595	Prof Services	20	208	3301	WATER PLANT	General	12/6/2001	8,223	0	0	0	0	0	0	0	0	0	0	0	0	0	8,223	0
1481	10004596	Water Permit	20	208	3301	WATER PLANT	General	1/7/2002	500	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
1482	10004597	Prof Services	20	208	3301	WATER PLANT	General	1/16/2002	12,654	0	0	0	0	0	0	0	0	0	0	0	0	0	12,654	0
1483	10004598	Prof Services	20	208	3301	WATER PLANT	General	3/6/2002	1,062	0	0	0	0	0	0	0	0	0	0	0	0	0	1,062	0
1484	10004599	Prof Services	20	208	3301	WATER PLANT	General	4/11/2002	1,062	0	0	0	0	0	0	0	0	0	0	0	0	0	1,062	0
1485	10004600	Prof Services	20	208	3301	WATER PLANT	General	5/2/2002	1,180	0	0	0	0	0	0	0	0	0	0	0	0	0	1,180	0
1486	10004601	24"" Raw Water Transmission Main	20	208	3301	WATER PLANT	W Supply	1/27/2004	3,741	3,741	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1487	10004602	24-Inch Raw Water Main-Construction	20	208	3301	WATER PLANT	W Supply	1/30/2004	380,333	380,333	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1488	10004603	Well Rima Ridge 24-Inch Raw Water Main-C	20	208	3301	WATER PLANT	W Supply	3/31/2004	196,901	196,901	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1489	10004604	24-Inch Raw Water Transmission Main - Co	20	208	3301	WATER PLANT	W Supply	2/16/2004	889	889	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1490	10004605	24-Inch Raw Water Main-Construction	20	208	3301	WATER PLANT	W Supply	2/24/2004	449,013	449,013	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1491	10004606	24-Inch Raw Water Transmission Main - Co	20	208	3301	WATER PLANT	W Supply	3/2/2004	1,256	1,256	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1492	10004607	24"" Raw Water Transmission Main	20	208	3301	WATER PLANT	W Supply	3/3/2004	4,814	4,814	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1493	10004608	24-Inch Raw Water Main-Construction	20	208	3301	WATER PLANT	W Supply	3/22/2004	409,964	409,964	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1494	10004609	24"" Raw Water Transmission Main	20	208	3301	WATER PLANT	W Supply	3/29/2004	6,217	6,217	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1495	10004610	24-Inch Raw Water Transmission Main - Co	20	208	3301	WATER PLANT	W Supply	4/6/2004	555	555	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1496	10004611	24-Inch Raw Water Transmission Main - Co	20	208	3301	WATER PLANT	W Supply	5/3/2004	735	735	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1497	10004612	24"" Raw Water Transmission Main	20	208	3301	WATER PLANT	W Supply	5/19/2004	5,067	5,067	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1498	10004613	24"" Raw Water Transmission Main	20	208	3301	WATER PLANT	W Supply	6/15/2004	2,690	2,690	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1499	10004614	24-Inch Raw Water Main-Construction	20	208	3301	WATER PLANT	W Supply	9/30/2004	77,721	77,721	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1500	10004615	24"" Raw Water Transmission Main	20	208	3301	WATER PLANT	W Supply	9/14/2004	1,504	1,504	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1501	10004616	40 Additional Hours Of Construction Insp	20	208	3301	WATER PLANT	General	9/14/2004	1,260	0	0	0	0	0	0	0	0	0	0	0	0	0	1,260	0
1502	10004617	16"" Potable Wtr Main Ext.	20	208	3301	WATER PLANT	W T&D	10/8/2003	620	0	0	184	436	0	0	0	0	0	0	0	0	0	0	0	0
1503	10004618	Legal Ad*Public Notice	20	208	3301	WATER PLANT	General	8/17/2003	94	0	0	0	0	0	0	0	0	0	0	0	0	0	94	0
1504	10004619	Water Permit	20	208	3301	WATER PLANT	General	6/5/2003	375	0	0	0	0	0	0	0	0	0	0	0	0	0	375	0
1505	10004620	Field Survey*Rima Ridge	70	701	3301	WATER PLANT	General	11/22/2002	13,800	0	0	0	0	0	0	0	0	0	0	0	0	0	13,800	0
1506	10004621	Field Survey	70	701	3301	WATER PLANT	General	10/26/2002	3,928	0	0	0	0	0	0	0	0	0	0	0	0	0	3,928	0
1507	10004622	Eng Services	20	208	3301	WATER PLANT	General	9/30/2003	75,498	0	0	0	0	0	0	0	0	0	0	0	0	0	75,498	0
1508	10004623	Eng Services	20	208	3301	WATER PLANT	General	6/23/2003	2,400	0	0	0	0	0	0	0	0	0	0	0	0	0	2,400	0
1509	10004624	Consulting Services	20	208	3301	WATER PLANT	General	12/7/2004	768	0	0	0	0	0	0	0	0	0	0	0	0	0	768	0
1510	10004625	Easement And Construction Surveys	70	701	3301	WATER PLANT	General	9/30/2005	3,932	0	0	0	0	0	0	0	0	0	0	0	0	0	3,932	0
1511	10004626	Easement And Construction Surveys	70	701	3301	WATER PLANT	General	9/29/2005	5,492	0	0	0	0	0	0	0	0	0	0	0	0	0	5,492	0
1512	10004627	Rima Ridge	20	208	3301	WATER PLANT	General	12/22/2004	1,238	0	0	0	0	0	0	0	0	0	0	0	0	0	1,238	0
1513	10004628	Easement And Construction Surveys	70	701	3301	WATER PLANT	General	12/30/2005	3,332	0	0	0	0	0	0	0	0	0	0	0	0	0	3,332	0
1514	10004629	Shipping	20	208	3301	WATER PLANT	General	6/20/2006	140	0	0	0	0	0	0	0	0	0	0	0	0	0	140	0
1515	10004630	Well #51 Division Ave Field	20	208	3301	WATER PLANT	W Supply	5/1/2006	5,340	5,340	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1516	10004631	Consulting Services	20	208	3301	WATER PLANT	General	9/30/1994	532	0	0	0	0	0	0	0	0	0	0	0	0	0	532	0
1517	10004632	Construction Service	20	208	3301	WATER PLANT	General	9/2/1994	198	0	0	0	0	0	0	0	0	0	0	0	0	0	198	0
1518	10004633	Construction Material Testing Service	20	208	3301	WATER PLANT	General	8/30/1994	134	0	0	0	0	0	0	0	0	0	0	0	0	0	134	0
1519	10004634	Rima Ridge - Testing Service	20	208	3301	WATER PLANT	General	8/25/1994	127	0	0	0	0	0	0	0	0	0	0	0	0	0	127	0
1520	10004635	Construction Service	20	208	3301	WATER PLANT	General	8/17/1994	538	0	0	0	0	0	0	0	0	0	0	0	0	0	538	0
1521	10004636	Testing	20	208	3301	WATER PLANT	General	7/29/1994	118	0	0	0	0	0	0	0	0	0	0	0	0	0	118	0
1522	10004637	Construction Services	20	208	3301	WATER PLANT	General	7/19/1994	615	0	0	0	0	0	0	0	0	0	0	0	0	0	615	0
1523	10004638	Reimburse Expenses	20	208	3301	WATER PLANT	General	7/19/1994	5	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0
1524	10004639	Construction	20	208	3301	WATER PLANT	General	4/29/1994	264	0	0	0	0	0	0	0	0	0	0	0	0	0	264	0
1525	10004640	Engineering	20	208	3301	WATER PLANT	General	3/4/1994	731	0	0	0	0	0	0	0	0	0	0	0	0	0	731	0
1526	10004641	Engineering	20	208	3301	WATER PLANT	General	2/4/1994	2,437	0	0	0	0	0	0	0	0	0	0	0	0	0	2,437	0
1527	10004642	Engineering	20	208	3301	WATER PLANT	General	1/7/1994	1,218	0	0	0	0	0	0	0	0	0	0	0	0	0	1,218	0
1528	10004643	Fpl Easement	70	701	3301	WATER PLANT	General	1/6/1994	4,776	0	0	0	0	0	0	0	0	0	0	0	0	0	4,776	0
1529	10004644	Engineering	20	208	3301	WATER PLANT	General	12/10/1993	1,462	0	0	0	0	0	0	0	0	0	0	0	0	0	1,462	0
1530	10004645	Engineering	20	208	3301	WATER PLANT	General	11/12/1993	2,924	0	0	0	0	0	0	0	0	0	0	0	0	0	2,924	0
1531	10004646	Engineering	20	208	3301	WATER PLANT	General	10/15/1993	2,924	0	0	0	0	0	0	0	0	0	0	0	0	0	2,924	0
1532	10004647	New Production Wells	20	208	3301	WATER PLANT	W Supply	7/17/1994	1,185	1,185	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1533	10004648	New Production Wells	20	208	3301	WATER PLANT	W Supply	5/2/1994	3,369	3,369	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1534	10004649	Reimburse Expenses	20	208	3301	WATER PLANT	General	5/2/1994	8	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0
1535	10004650	Engineering	20	208	3301	WATER PLANT	General	4/29/1994	19	0	0	0	0	0	0	0	0	0	0	0	0	0	19	0
1536	10004651	Reimburse Expenses	20	208	3301	WATER PLANT	General	4/7/1994	410	0	0	0	0	0	0	0	0	0	0	0	0	0	410	0
1537	10004652	Reimburse Expenses	20	208	3301	WATER PLANT	General	3/4/1994	140	0	0	0	0	0	0	0	0	0	0	0	0	0	140	0
1538	10004653	Engineering	20	208	3301	WATER PLANT	General	2/4/1994	1,882	0	0	0	0	0	0	0	0	0	0	0	0	0	1,882	0
1539	10004654	Reimburse Expenses	20	208	3301	WATER PLANT	General	2/4/1994	7	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0
1540	10004655	Engineering	20	208	3301	WATER PLANT	General	1/7/1994	235	0	0	0	0	0	0	0	0	0	0	0	0	0	235	0
1541	10004656	Reimburse Expenses	20	208	3301	WATER PLANT	General	1/7/1994	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
1542	10004657	New Production Wells	20	208	3301	WATER PLANT	W Supply	12/16/1993	427	427	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1543	10004658	Reimburse Expenses	20	208	3301	WATER PLANT	General	12/16/1993	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0
1544	10004659	West Wells - Additional	20	208	3301	WATER PLANT	W Supply	12/10/1993	438	438	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1545	10004660	Reimburse Expenses	20	208	3301	WATER PLANT	General	12/10/1993	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
1546	10004661	Engineering	20	208	3301	WATER PLANT	General	12/10/1993	1,383	0	0	0	0	0	0	0	0	0	0	0	0	0	1,383	0
1547	10004662	West Wells - Additional	20	208	3301	WATER PLANT	W Supply	11/12/1993	1,539	1,539	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1548	10004663	Reimburse Expenses	20	208	3301	WATER PLANT	General	11/12/1993	22	0	0	0	0	0	0	0	0	0	0	0	0	0	22	0
1549	10004664	Engineering	20	208	3301	WATER PLANT	General	11/12/1993	1,836	0	0	0	0	0	0	0	0	0	0	0	0	0	1,836	0
1550	10004665	Reimburse Expenses	20	208	3301	WATER PLANT	General	11/12/1993	5	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0
1551	10004666	New Production Wells	20	208	3301	WATER PLANT	W Supply	11/10/1993	536	536	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1552	10004667	Engineering	20	208	3301	WATER PLANT	General	10/15/1993	1,291	0	0	0	0	0	0	0	0	0	0	0	0	0	1,291	0
1553	10004668	Reimburse Expenses	20	208	3301	WATER PLANT	General	10/15/1993	17	0	0	0	0	0	0	0	0	0	0	0	0	0	17	0
1554	10004669	New Production Wells	20	208	3301	WATER PLANT	W Supply	10/13/1993	165	165	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1555	10004670	Construction	20	208	3301	WATER PLANT	W Treatment	9/26/1994	81,304	0	81,304	0	0	0	0	0	0	0	0	0	0	0	0	0
1556	10004671	Construction	20	208	3301	WATER PLANT	W Treatment	8/31/1994	157,345	0	157,345	0	0	0	0	0	0	0	0	0	0	0	0	0
1557	10004672	Construction	20	208	3301	WATER PLANT	W Treatment	6/23/1994	49,253	0	49,253	0	0	0	0	0	0	0	0	0	0	0	0	0
1558	10004673	Construction	20	208	3301	WATER PLANT	W Treatment	5/26/1994	8,405	0	8,405	0	0	0	0	0	0	0	0	0	0	0	0	0
1559	10004674	Construction	20	208	3301	WATER PLANT	W Treatment	5/25/1994	12,795	0	12,795	0	0	0	0	0	0	0	0	0	0	0	0	0
1560	10004675	Construction	20	208	3301	WATER PLANT	W Treatment	4/30/1994	21,945	0	21,945	0	0	0	0	0	0	0	0	0	0	0	0	0
1561	10004676	Rental Dozer For Land Clearing	20	208	3301	WATER PLANT	General	4/29/1994	193	0	0	0	0	0	0	0	0	0	0	0	0	0	193	0
1562	10004677	Shell	20	208	3301	WATER PLANT	General	4/28/1994	176	0	0	0	0	0	0	0	0	0	0	0	0	0	176	0
1563	10004678	Rental Dozer For Land Clearing	20	208	3301	WATER PLANT	General	4/18/1994	55	0	0	0	0	0	0	0	0	0	0	0	0	0	55	0
1564	10004679	Shell	20	208	3301	WATER PLANT	General	4/14/1994	88	0	0	0	0	0	0	0	0	0	0	0	0	0	88	0
1565	10004680	Dozer Rental For Land Clearing	20	208	3301	WATER PLANT	General	4/13/1994	179	0	0	0	0	0	0	0	0	0	0	0	0	0	179	0
1566	10004681	Permit Fees	20	208	3301	WATER PLANT	General	4/11/1994	700	0	0	0	0	0	0	0	0	0	0	0	0	0	700	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
1567	10004682	Construction	20	208	3301	WATER PLANT	W Treatment	1/25/1994	22,202	0	22,202	0	0	0	0	0	0	0	0	0	0	0	0	0
1568	10004683	Construction	20	208	3301	WATER PLANT	W Treatment	12/24/1993	36,635	0	36,635	0	0	0	0	0	0	0	0	0	0	0	0	0
1569	10004684	Construction	20	208	3301	WATER PLANT	W Treatment	11/25/1993	84,550	0	84,550	0	0	0	0	0	0	0	0	0	0	0	0	0
1570	10004685	Construction	20	208	3301	WATER PLANT	W Treatment	10/25/1993	117,935	0	117,935	0	0	0	0	0	0	0	0	0	0	0	0	0
1571	10004686	Equipping Well 52 And 53	20	208	3301	WATER PLANT	W Supply	3/4/1994	34	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1572	10004687	Well #52 & 53 Rima Ridge	20	208	3301	WATER PLANT	W Supply	9/30/1994	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1573	10004688	Well Pump & Motor For Well #53	20	208	3301	WATER PLANT	W Supply	7/27/2006	4,988	4,988	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1574	10004689	Well Rima Ridge-Eng-Consol Survey	20	208	3301	WATER PLANT	W Supply	3/11/2008	5,990	5,990	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1575	10004690	Well Rima Ridge-Eng-Barnes Fer-6 Invoic	20	208	3301	WATER PLANT	W Supply	12/20/2007	5,617	5,617	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1576	10004691	Well Rima Ridge-Eng-Pennington Moore-3 I	20	208	3301	WATER PLANT	W Supply	12/20/2007	5,356	5,356	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1577	10004692	Well Rima Ridge-Eng-Pennington Moore-9 I	20	208	3301	WATER PLANT	W Supply	9/24/2007	8,688	8,688	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1578	10004693	Well Rima Ridge 24-Inch Raw Water Main-C	20	208	3301	WATER PLANT	W Supply	9/30/2004	160,321	160,321	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1579	10004694	Prof Services	20	208	3301	WATER PLANT	General	1/16/2002	5,034	0	0	0	0	0	0	0	0	0	0	0	0	0	5,034	0
1580	10004695	Rst 01 Thompson 6Tsv-Djdrt Vacuum 6"" Po	30	305	3501	WASTERWATER PLANT	General	11/30/2001	30,700	0	0	0	0	0	0	0	0	0	0	0	0	0	30,700	0
1581	10004706	Pump Sta Rehab & Upgrades	20	208	3301	WATER PLANT	W T&D	2/7/2002	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
1582	10004707	Pump Station Rehabilitation	20	209	3502	WW COLLECTION AND REUSE	WW T&C	12/29/2005	2,246	0	0	0	0	0	0	0	896	1,350	0	0	0	0	0	0
1583	10004708	Pump Sta Eng Design For Standby Generato	20	209	3502	WW COLLECTION AND REUSE	General	12/29/2005	7,099	0	0	0	0	0	0	0	0	0	0	0	0	0	7,099	0
1584	10004709	Pump Station Rehabilitation	20	209	3502	WW COLLECTION AND REUSE	WW T&C	2/9/2006	1,797	0	0	0	0	0	0	0	717	1,080	0	0	0	0	0	0
1585	10004710	Pump Station Rehabilitation	20	209	3502	WW COLLECTION AND REUSE	WW T&C	2/9/2006	389	0	0	0	0	0	0	0	155	234	0	0	0	0	0	0
1586	10004711	Pump Station Rehabilitation	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/8/2006	449	0	0	0	0	0	0	0	179	270	0	0	0	0	0	0
1587	10004712	Pump Station Rehabilitation	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/15/2006	3,301	0	0	0	0	0	0	0	1,317	1,983	0	0	0	0	0	0
1588	10004713	Pump Station Rehabilitation	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/15/2006	551	0	0	0	0	0	0	0	220	331	0	0	0	0	0	0
1589	10004714	Pump Sta Northwest Booster Pump Station	20	208	3302	WATER DISTRIBUTION	W T&D	6/20/1994	1,652	0	0	0	489	1,162	0	0	0	0	0	0	0	0	0	0
1590	10004741	Gen 02 John Deere Jd120S/13 (At Hunters	30	302	3502	WW COLLECTION AND REUSE	General	5/7/2002	24,782	0	0	0	0	0	0	0	0	0	0	0	0	0	24,782	0
1591	10004768	2"" Diameter Main Replacement Portion Of	20	208	3301	WATER PLANT	W T&D	6/14/2005	1,696	0	0	0	503	1,193	0	0	0	0	0	0	0	0	0	0
1592	10004770	2"" Diameter Main Replacement Portion Of	20	208	3301	WATER PLANT	W T&D	8/3/2005	904	0	0	0	268	636	0	0	0	0	0	0	0	0	0	0
1593	10004777	2"" Diameter Main Replacement Portion Of	20	208	3301	WATER PLANT	W T&D	7/18/2005	1,581	0	0	0	469	1,113	0	0	0	0	0	0	0	0	0	0
1594	10004787	2"" Diameter Main Replacement Portion Of	20	208	3301	WATER PLANT	W T&D	9/28/2005	953	0	0	0	282	670	0	0	0	0	0	0	0	0	0	0
1595	10004791	2"" Diameter Main Replacement Portion Of	20	208	3301	WATER PLANT	W T&D	9/28/2005	1,529	0	0	0	453	1,076	0	0	0	0	0	0	0	0	0	0
1596	10004797	2"" Diameter Main Replacement Portion Of	20	208	3301	WATER PLANT	W T&D	11/17/2005	1,151	0	0	0	341	810	0	0	0	0	0	0	0	0	0	0
1597	10004801	2"" Diameter Main Replacement Portion Of	20	208	3301	WATER PLANT	W T&D	12/14/2005	1,204	0	0	0	357	848	0	0	0	0	0	0	0	0	0	0
1598	10004807	2"" Diameter Main Replacement Portion Of	20	208	3301	WATER PLANT	W T&D	2/16/2006	3,967	0	0	0	1,176	2,791	0	0	0	0	0	0	0	0	0	0
1599	10004811	2"" Diameter Main Replacement Portion Of	20	208	3301	WATER PLANT	W T&D	3/20/2006	4,568	0	0	0	1,354	3,214	0	0	0	0	0	0	0	0	0	0
1600	10004816	2"" Diameter Main Replacement Portion Of	20	208	3301	WATER PLANT	W T&D	1/11/2006	1,597	0	0	0	473	1,124	0	0	0	0	0	0	0	0	0	0
1601	10004818	2"" Diameter Main Replacement Portion Of	20	208	3301	WATER PLANT	W T&D	5/18/2006	2,169	0	0	0	643	1,526	0	0	0	0	0	0	0	0	0	0
1602	10004819	2"" Diameter Main Replacement Portion Of	20	208	3301	WATER PLANT	W T&D	4/25/2006	3,980	0	0	0	1,179	2,800	0	0	0	0	0	0	0	0	0	0
1603	10004835	2"" Diameter Main Replacement Portion Of	20	208	3301	WATER PLANT	W T&D	6/8/2006	2,450	0	0	0	726	1,724	0	0	0	0	0	0	0	0	0	0
1604	10004838	2"" Diameter Main Replacement Portion Of	20	208	3301	WATER PLANT	W T&D	7/12/2006	1,518	0	0	0	450	1,068	0	0	0	0	0	0	0	0	0	0
1605	10004843	Wtr Main Hull Road & Airport Rd 12"" Loo	20	208	3301	WATER PLANT	W T&D	9/30/2002	4,350	0	0	0	1,289	3,061	0	0	0	0	0	0	0	0	0	0
1606	10004844	Wtr Main Obsc Road Extension Constructio	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2007	39,074	0	0	0	11,580	27,494	0	0	0	0	0	0	0	0	0	0
1607	10004845	Wtr Main Obsc Road Extension Constructio	20	208	3302	WATER DISTRIBUTION	W T&D	12/19/2007	2,926	0	0	0	867	2,059	0	0	0	0	0	0	0	0	0	0
1608	10004920	It-Esri - Gis Software For Looking Glass	30	308	3301	WATER PLANT	W T&D	9/27/2004	6,064	0	0	0	1,797	4,267	0	0	0	0	0	0	0	0	0	0
1609	10004921	It-Esri-Gis Software License For Looking	30	308	3301	WATER PLANT	General	9/27/2004	6,064	0	0	0	0	0	0	0	0	0	0	0	0	0	6,064	0
1610	10005028	I-95/Us1 Utility Relocation	20	208	3301	WATER PLANT	W T&D	1/7/2004	19,460	0	0	0	5,767	13,693	0	0	0	0	0	0	0	0	0	0
1611	10005029	I-95/Us1 Utility Relocation - Constructi	20	208	3301	WATER PLANT	W T&D	10/31/2003	138,236	0	0	0	40,968	97,268	0	0	0	0	0	0	0	0	0	0
1612	10005030	I-95/Us1 Utility Relocation - Constructi	20	208	3301	WATER PLANT	W T&D	1/21/2004	1,165	0	0	0	345	820	0	0	0	0	0	0	0	0	0	0
1613	10005031	I-95/Us1 Utility Relocation - Constructi	20	208	3301	WATER PLANT	W T&D	1/22/2004	1,165	0	0	0	345	820	0	0	0	0	0	0	0	0	0	0
1614	10005032	I-95/Us1 Utility Relocation	20	208	3301	WATER PLANT	W T&D	1/27/2004	1,854	0	0	0	549	1,305	0	0	0	0	0	0	0	0	0	0
1615	10005033	Fed Ex	20	208	3301	WATER PLANT	General	12/15/2003	6	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0
1616	10005034	Fed Ex	20	208	3301	WATER PLANT	General	10/28/2003	11	0	0	0	0	0	0	0	0	0	0	0	0	0	11	0
1617	10005035	Const Services	20	208	3301	WATER PLANT	General	12/22/2003	3,200	0	0	0	0	0	0	0	0	0	0	0	0	0	3,200	0
1618	10005036	Fed Ex	20	208	3301	WATER PLANT	General	4/22/2003	26	0	0	0	0	0	0	0	0	0	0	0	0	0	26	0
1619	10005037	Legal Ad Public Notice Bid #2003-12	20	208	3301	WATER PLANT	General	4/13/2003	114	0	0	0	0	0	0	0	0	0	0	0	0	0	114	0
1620	10005038	Engin. Services	20	208	3301	WATER PLANT	General	4/30/2003	2,210	0	0	0	0	0	0	0	0	0	0	0	0	0	2,210	0
1621	10005039	Eng. Services	20	208	3301	WATER PLANT	General	9/30/2003	12,628	0	0	0	0	0	0	0	0	0	0	0	0	0	12,628	0
1622	10005040	Eng. Services	20	208	3301	WATER PLANT	General	6/3/2003	4,741	0	0	0	0	0	0	0	0	0	0	0	0	0	4,741	0
1623	10005041	Eng. Services	20	208	3301	WATER PLANT	General	5/31/2003	75	0	0	0	0	0	0	0	0	0	0	0	0	0	75	0
1624	10005042	Eng. Services	20	208	3301	WATER PLANT	General	4/25/2003	4,380	0	0	0	0	0	0	0	0	0	0	0	0	0	4,380	0
1625	10005043	Drinking Water Permit	20	208	3301	WATER PLANT	General	3/24/2003	500	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
1626	10005044	Eng. Services	20	208	3301	WATER PLANT	General	1/29/2003	23,098	0	0	0	0	0	0	0	0	0	0	0	0	0	23,098	0
1627	10005045	Eng Services	20	208	3301	WATER PLANT	General	1/3/2003	9,524	0	0	0	0	0	0	0	0	0	0	0	0	0	9,524	0
1628	10005046	Eng. Services	20	208	3301	WATER PLANT	General	12/11/2002	4,362	0	0	0	0	0	0	0	0	0	0	0	0	0	4,362	0
1629	10005047	Pmt #1	20	208	3301	WATER PLANT	General	9/30/2003	286,717	0	0	0	0	0	0	0	0	0	0	0	0	0	286,717	0
1630	10005095	Consumptive Use Permit Renewal - Additio	20	208	3301	WATER PLANT	General	1/27/2004	4,440	0	0	0	0	0	0	0	0	0	0	0	0	0	4,440	0
1631	10005096	Consumptive Use Permit Renewal - Additio	20	208	3301	WATER PLANT	General	3/2/2004	2,290	0	0	0	0	0	0	0	0	0	0	0	0	0	2,290	0
1632	10005097	Consumptive Use Permit Renewal - Additio	20	208	3301	WATER PLANT	General	4/6/2004	480	0	0	0	0	0	0	0	0	0	0	0	0	0	480	0
1633	10005098	Extension Of Reclaimed Water To Tomoka O	20	208	3301	WATER PLANT	WW T&C	5/3/2004	7,650	0	0	0	0	0	0	0	3,053	4,597	0	0	0	0	0	0
1634	10005099	Extension Of Reclaimed Water To Tomoka O	20	208	3301	WATER PLANT	WW T&C	5/3/2004	4,250	0	0	0	0	0	0	0	1,696	2,554	0	0	0	0	0	0
1635	10005100	Consumptive Use Permit Renewal - Additio	20	208	3301	WATER PLANT	General	5/3/2004	360	0	0	0	0	0	0	0	0	0	0	0	0	0	360	0
1636	10005101	Consumptive Use Permit Renewal - Additio	20	208	3301	WATER PLANT	General	6/15/2004	480	0	0	0	0	0	0	0	0	0	0	0	0	0	480	0
1637	10005102	Extension Of Reclaimed Water To Tomoka O	20	208	3301	WATER PLANT	WW T&C	6/15/2004	1,530	0	0	0	0	0	0	0	611	919	0	0	0	0	0	0
1638	10005103	Consumptive Use Permit Renewal - Additio	20	208	3301	WATER PLANT	General	6/23/2004	528	0	0	0	0	0	0	0	0	0	0	0	0	0	528	0
1639	10005104	Legal Fees/Cup Renewal	20	208	3301	WATER PLANT	General	6/30/2004	760	0	0	0	0	0	0	0	0	0	0	0	0	0	760	0
1640	10005105	Attorney Fees / Permit	20	208	3301	WATER PLANT	General	3/31/2004	1,420	0	0	0	0	0	0	0	0	0	0	0	0	0	1,420	0
1641	10005106	Photos For A1A Reuse	20	208	3301	WATER PLANT	General	11/6/2003	14	0	0	0	0	0	0	0	0	0	0	0	0	0	14	0
1642	10005107	Attorney Fees Permit	20	208	3301	WATER PLANT	General	12/9/2003	900	0	0	0	0	0	0	0	0	0	0	0	0	0	900	0
1643	10005108	Legal Fees Cup Renewal	20	208	3301	WATER PLANT	General	12/11/2003	4,179	0	0	0	0	0	0	0	0	0	0	0	0	0	4,179	0
1644	10005109	Extension Of Reclaimed Water To Tomoka O	20	208	3301	WATER PLANT	WW T&C	8/18/2004	2,720	0	0	0	0	0	0	0	1,086	1,634	0	0	0	0	0	0
1645	10005110	Tomoka Oaks Golf Course/Reclaimed Water	20	208	3301	WATER PLANT	WW T&C	12/4/2003	850	0	0	0	0	0	0	0	339	511	0	0	0	0	0	0
1646	10005111	Eng Services	20	208	3301	WATER PLANT	General	12/10/2002	692	0	0	0	0	0	0	0	0	0	0	0	0	0	692	0
1647	10005112	Attny. Fees*Permit Hunters Ridge	20	208	3301	WATER PLANT	General	9/30/2003	3,320	0	0	0	0	0	0	0	0	0	0	0	0	0	3,320	0
1648	10005113	Work Authorization For Implementing New	20	208	3301	WATER PLANT	General	3/14/2005	585	0	0	0	0	0	0	0	0	0	0	0	0	0	585	0
1649	10005114	Work Authorization For Implementing New	20	208	3301	WATER PLANT	General	5/4/2005	2,490	0	0	0	0	0	0	0	0	0	0	0	0	0	2,490	0
1650	10005115	Work Authorization For Implementing New	20	208	3301	WATER PLANT	General	5/5/2005	1,174	0	0	0	0	0	0	0	0	0	0	0	0	0	1,174	0
1651	10005116	Work Authorization For Implementing New	20	208	3301	WATER PLANT	General	6/27/2005	220	0	0	0	0	0	0	0	0	0	0	0	0	0	220	0
1652	10005117	Work Authorization For Implementing New	20	208	3301	WATER PLANT	General	8/3/2005	955	0	0	0	0	0	0	0	0	0	0	0	0	0	955	0
1653	10005118	Wiring Technologies - Est Bal Due Bt Alt	20	208	3302	WATER DISTRIBUTION	General	9/30/2005	12,687	0	0	0	0	0	0	0	0	0	0	0	0	0	12,687	0
1654	10005119	Work Authorization For Implementing New	20	208	3301	WATER PLANT	General	12/29/2005	1,945	0	0	0	0	0	0	0	0	0	0	0	0	0	1,945	0
1655	10005568	2"" Water Main Replacement	20	208	3301	WATER PLANT	W T&D	8/26/2004	14,960	0	0	0	4,434	10,526	0	0	0	0	0	0	0	0	0	0
1656	10005572	2"" Water Main Replacement	20	208	3301	WATER PLANT	W T&D	9/1/2004	952	0	0	0	282	670	0	0	0	0	0	0	0	0	0	0
1657	10005576	2"" Water Main Replacement	20	208	3301	WATER PLANT	W T&D	9/30/2004	26,187	0	0	0	7,761	18,426	0	0	0	0	0	0	0	0	0	0
1658	10005580	2"" Water Main Replacement	20	208	3301	WATER PLANT	W T&D	11/22/2004	39,911	0	0	0	11,828	28,083	0	0	0	0	0	0	0	0	0	0
1659	10005584	2"" Water Main Replacement	20	208	3301	WATER PLANT	W T&D	12/13/2004	43,805	0	0	0	12,982	30,823	0	0	0	0	0	0	0	0	0	0
1660	10005598	2"" Water Main Replacement	20	208	3301	WATER PLANT	W T&D	1/18/2005	22,738	0	0	0	6,739	15,999	0	0	0	0	0	0	0	0	0	0
1661	10005600	2"" Water Main Replacement	20	208	3301	WATER PLANT	W T&D	1/20/2005	21,867	0	0	0	6,481	15,387	0	0	0	0	0	0	0	0	0	0
1662	10005604	2"" Water Main Replacement	20	208	3301	WATER PLANT	W T&D	2/2/2005	11,764	0	0	0	3,487	8,278	0	0	0	0	0	0	0	0	0	0
1663	10005628	Wtr Main Se40 Extension	20	208	3301	WATER PLANT	W T&D	9/30/2004	21,319	0	0	0	6,318	15,001	0	0	0	0	0	0	0	0	0	0
1664	10005629	16"" Potable Water Main Extension	20	208	3301	WATER PLANT	W T&D	9/14/2004	501	0	0	0	149	353	0	0	0	0	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
1665	10005630	40 Additional Hours Of Construction Insp	20	208	3301	WATER PLANT	General	9/14/2004	420	0	0	0	0	0	0	0	0	0	0	0	0	0	420	0
1666	10005631	Joint Participation Agreement W/The Deve	20	209	3501	WASTERWATER PLANT	Other	11/22/2004	113,973	0	0	0	0	0	0	0	0	0	0	0	0	0	0	113,973
1667	10005632	Sr 40 Wtr Main	20	208	3302	WATER DISTRIBUTION	W T&D	12/22/2004	923	0	0	274	649	0	0	0	0	0	0	0	0	0	0	0
1668	10005633	Joint Participation Agreement W/The Deve	20	209	3501	WASTERWATER PLANT	Other	12/21/2004	92,903	0	0	0	0	0	0	0	0	0	0	0	0	0	0	92,903
1669	10005634	24"" Raw Twr Transmi Main	20	208	3301	WATER PLANT	W Supply	10/8/2003	207	207	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1670	10005635	Prof Services	20	209	3501	WASTERWATER PLANT	Other	9/30/2004	8,425	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,425
1671	10005636	Offsite Sewer Reimbursement	20	209	3501	WASTERWATER PLANT	Other	8/30/2004	30,319	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30,319
1672	10005637	Booth Rd Utility Ext.	20	208	3301	WATER PLANT	W T&D	10/23/2002	6	0	0	2	4	0	0	0	0	0	0	0	0	0	0	0
1673	10005638	Booth Rd Pmt #1	20	208	3301	WATER PLANT	General	12/31/2002	48,397	0	0	0	0	0	0	0	0	0	0	0	0	0	48,397	0
1674	10005639	Copies	20	209	3502	WW COLLECTION AND REUSE	General	10/14/2002	47	0	0	0	0	0	0	0	0	0	0	0	0	0	47	0
1675	10005640	Water Permit	20	208	3301	WATER PLANT	General	6/5/2003	125	0	0	0	0	0	0	0	0	0	0	0	0	0	125	0
1676	10005641	Eng Services	20	208	3301	WATER PLANT	General	6/3/2003	12,130	0	0	0	0	0	0	0	0	0	0	0	0	0	12,130	0
1677	10005642	Pmt #2 Eng Services	20	208	3301	WATER PLANT	General	4/24/2003	8,088	0	0	0	0	0	0	0	0	0	0	0	0	0	8,088	0
1678	10005643	Joint Participation Agreement W/The Deve	20	209	3501	WASTERWATER PLANT	Other	1/18/2005	81,144	0	0	0	0	0	0	0	0	0	0	0	0	0	0	81,144
1679	10005644	16"" Potable Water Main Extension	20	208	3301	WATER PLANT	W T&D	1/24/2005	256	0	0	76	180	0	0	0	0	0	0	0	0	0	0	0
1680	10005645	Joint Participation Agreement W/The Deve	20	209	3501	WASTERWATER PLANT	Other	2/9/2005	81,953	0	0	0	0	0	0	0	0	0	0	0	0	0	0	81,953
1681	10005646	16"" Potable Water Main Extension	20	208	3301	WATER PLANT	W T&D	1/27/2004	1,247	0	0	370	877	0	0	0	0	0	0	0	0	0	0	0
1682	10005647	16-Inch Potable Water Main Extension-Con	20	208	3301	WATER PLANT	W T&D	1/30/2004	139,277	0	0	41,276	98,001	0	0	0	0	0	0	0	0	0	0	0
1683	10005648	Wtr Main Sr40 16-Inch Potable Water Main	20	208	3301	WATER PLANT	W T&D	3/31/2004	72,105	0	0	21,369	50,736	0	0	0	0	0	0	0	0	0	0	0
1684	10005649	16-Inch Potalbe Water Main Extension -Co	20	208	3301	WATER PLANT	W T&D	2/16/2004	296	0	0	88	208	0	0	0	0	0	0	0	0	0	0	0
1685	10005650	16-Inch Potalbe Water Main Extension-Con	20	208	3301	WATER PLANT	W T&D	2/24/2004	164,427	0	0	48,730	115,697	0	0	0	0	0	0	0	0	0	0	0
1686	10005651	16-Inch Potalbe Water Main Extension -Co	20	208	3301	WATER PLANT	W T&D	3/2/2004	419	0	0	124	295	0	0	0	0	0	0	0	0	0	0	0
1687	10005652	16"" Potable Water Main Extension	20	208	3301	WATER PLANT	W T&D	3/3/2004	1,605	0	0	476	1,129	0	0	0	0	0	0	0	0	0	0	0
1688	10005653	16-Inch Potable Water Main Extension-Con	20	208	3301	WATER PLANT	W T&D	3/22/2004	150,127	0	0	44,492	105,636	0	0	0	0	0	0	0	0	0	0	0
1689	10005654	16"" Potable Water Main Extension	20	208	3301	WATER PLANT	W T&D	3/29/2004	2,072	0	0	614	1,458	0	0	0	0	0	0	0	0	0	0	0
1690	10005655	16-Inch Potalbe Water Main Extension -Co	20	208	3301	WATER PLANT	W T&D	4/6/2004	185	0	0	55	130	0	0	0	0	0	0	0	0	0	0	0
1691	10005656	16-Inch Potalbe Water Main Extension -Co	20	208	3301	WATER PLANT	W T&D	5/3/2004	245	0	0	73	172	0	0	0	0	0	0	0	0	0	0	0
1692	10005657	16"" Potable Water Main Extension	20	208	3301	WATER PLANT	W T&D	5/19/2004	1,689	0	0	501	1,188	0	0	0	0	0	0	0	0	0	0	0
1693	10005658	16"" Potable Water Main Extension	20	208	3301	WATER PLANT	W T&D	6/15/2004	897	0	0	266	631	0	0	0	0	0	0	0	0	0	0	0
1694	10005659	Raw Water Main Repair/Relocation On Sr40	20	208	3301	WATER PLANT	W Supply	9/30/2004	12,592	12,592	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1695	10005660	Raw Water Main Repair/Relocation On Sr40	20	208	3301	WATER PLANT	W Supply	3/22/2004	17,322	17,322	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1696	10005661	Raw Water Main Repair/Relocation On Sr40	20	208	3301	WATER PLANT	W Supply	2/24/2004	18,972	18,972	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1697	10005662	Raw Water Main Repair/Relocation On Sr40	20	208	3301	WATER PLANT	W Supply	1/30/2004	16,070	16,070	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1698	10005663	Raw Water Main Repair/Relocation On Sr40	20	208	3301	WATER PLANT	W Supply	1/30/2004	16,070	16,070	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1699	10005664	Water Main Break*Emergency Repair	20	208	3301	WATER PLANT	W T&D	11/9/1999	10,040	0	0	2,975	7,065	0	0	0	0	0	0	0	0	0	0	0
1700	10005665	Concrete For Pipe Forms	20	208	3301	WATER PLANT	General	8/18/2005	179	0	0	0	0	0	0	0	0	0	0	0	0	0	179	0
1701	10005666	Const. Services	20	209	3501	WASTERWATER PLANT	Other	3/20/2005	8,617	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,617
1702	10005667	Construction Services	20	209	3501	WASTERWATER PLANT	Other	2/20/2005	24,139	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24,139
1703	10005668	Const. Services	20	209	3501	WASTERWATER PLANT	Other	11/25/2004	74,813	0	0	0	0	0	0	0	0	0	0	0	0	0	0	74,813
1704	10005669	Const Services	20	209	3501	WASTERWATER PLANT	Other	11/25/2004	74,813	0	0	0	0	0	0	0	0	0	0	0	0	0	0	74,813
1705	10005670	Joint Participation Agreement W/The Deve	20	209	3501	WASTERWATER PLANT	Other	12/28/2005	17,660	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17,660
1706	10005671	1St Amendment To Impact Fee Reimbursemen	20	209	3501	WASTERWATER PLANT	Other	12/28/2005	5,895	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,895
1707	10005672	Wtr Water Main Relocation Sr40 Traffic S	20	208	3302	WATER DISTRIBUTION	W T&D	9/14/1998	7,874	0	0	2,334	5,541	0	0	0	0	0	0	0	0	0	0	0
1708	10005673	Wtr Main Sr40 Ext Construction	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2004	68,430	0	0	20,280	48,150	0	0	0	0	0	0	0	0	0	0	0
1709	10005674	Ww Main Sr40 Tuscany Ext Construction	20	209	3501	WASTERWATER PLANT	WW T&C	9/24/2004	8,425	0	0	0	0	0	0	0	3,362	5,063	0	0	0	0	0	0
1710	10005779	Veh 03 Ford Ranger Pickup	40	404	3501	WASTERWATER PLANT	General	1/7/2003	12,224	0	0	0	0	0	0	0	0	0	0	0	0	0	12,224	0
1711	10005824	Effluent Reuse Tomoka / Washington	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/11/2005	343	0	0	0	0	0	0	0	137	206	0	0	0	0	0	0
1712	10005825	Effluent Tomoka / Washington Bid Adv	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/16/2005	130	0	0	0	0	0	0	0	52	78	0	0	0	0	0	0
1713	10005826	Effluent Install Line On S Washington	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/18/2005	80,785	0	0	0	0	0	0	0	32,240	48,545	0	0	0	0	0	0
1714	10005827	Effluent Tomoka Design Raw Water Bypass	20	209	3502	WW COLLECTION AND REUSE	General	6/30/2005	5,505	0	0	0	0	0	0	0	0	0	0	0	0	0	5,505	0
1715	10005828	Effluent Tomoka Design Raw Water Bypass	20	209	3502	WW COLLECTION AND REUSE	General	6/30/2005	3,670	0	0	0	0	0	0	0	0	0	0	0	0	0	3,670	0
1716	10005829	Effluent Tomoka Fed Ex	20	209	3502	WW COLLECTION AND REUSE	General	2/22/2005	18	0	0	0	0	0	0	0	0	0	0	0	0	0	18	0
1717	10005830	Effluent Reuse Install Reuse Line S Wash	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2005	27,468	0	0	0	0	0	0	0	10,962	16,506	0	0	0	0	0	0
1718	10005831	Effluent Tomoka Const Progressive	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/16/2007	2,500	0	0	0	0	0	0	0	998	1,502	0	0	0	0	0	0
1719	10005833	Cost For Bellsouth/S Subcontractor To Pe	20	209	3501	WASTERWATER PLANT	OTHER	5/5/2005	1,253	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,253
1720	10005834	N Pen Force Main Ext	20	209	3501	WASTERWATER PLANT	WW T&C	8/5/2005	250	0	0	0	0	0	0	0	100	150	0	0	0	0	0	0
1721	10005835	Force Main Improvements - A1A	20	209	3501	WASTERWATER PLANT	WW T&C	3/15/2006	59,775	0	0	0	0	0	0	0	23,855	35,920	0	0	0	0	0	0
1722	10005836	Distribution System Improvements - A1A	20	208	3301	WATER PLANT	W T&D	3/15/2006	127,022	0	0	37,644	89,378	0	0	0	0	0	0	0	0	0	0	0
1723	10005837	Distribution System Improvements - A1A	20	208	3301	WATER PLANT	W T&D	5/30/2006	149,843	0	0	44,408	105,436	0	0	0	0	0	0	0	0	0	0	0
1724	10005838	Distribution System Improvements - A1A	20	208	3301	WATER PLANT	W T&D	4/20/2006	89,756	0	0	26,600	63,156	0	0	0	0	0	0	0	0	0	0	0
1725	10005839	Force Main Improvements - A1A	20	209	3501	WASTERWATER PLANT	WW T&C	5/30/2006	70,515	0	0	0	0	0	0	0	28,141	42,373	0	0	0	0	0	0
1726	10005840	Force Main Improvements - A1A	20	209	3501	WASTERWATER PLANT	WW T&C	4/20/2006	42,238	0	0	0	0	0	0	0	16,857	25,382	0	0	0	0	0	0
1727	10005841	Distribution System Improvements - A1A	20	208	3301	WATER PLANT	W T&D	7/27/2006	92,491	0	0	27,411	65,081	0	0	0	0	0	0	0	0	0	0	0
1728	10005842	Force Main Improvements - A1A	20	209	3501	WASTERWATER PLANT	WW T&C	7/27/2006	43,525	0	0	0	0	0	0	0	17,370	26,155	0	0	0	0	0	0
1729	10005863	Veh 02 Gmc 3/4 Ton, Utility Pickup Truck	40	404	3301	WATER PLANT	General	5/2/2002	19,016	0	0	0	0	0	0	0	0	0	0	0	0	0	19,016	0
1730	10005864	Veh 02 Gmc 3/4 Ton 3500 Utility Truck	40	404	3501	WASTERWATER PLANT	General	5/2/2002	18,851	0	0	0	0	0	0	0	0	0	0	0	0	0	18,851	0
1731	10005866	Rst 03 International Dump Truck	30	303	3502	WW COLLECTION AND REUSE	General	7/19/2002	44,238	0	0	0	0	0	0	0	0	0	0	0	0	0	44,238	0
1732	10005875	Effluent Reuse S Peninsula Feasability S	20	209	3502	WW COLLECTION AND REUSE	General	9/30/2004	9,494	0	0	0	0	0	0	0	0	0	0	0	0	0	9,494	0
1733	10005876	Effluent Consulting Service	20	209	3501	WASTERWATER PLANT	OTHER	7/29/2004	9,494	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9,494
1734	10005877	Effluent Reuse Construction	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2004	8,847	0	0	0	0	0	0	0	3,531	5,316	0	0	0	0	0	0
1735	10005878	Riverside Dr Land/Storage Tank	70	701	3502	WW COLLECTION AND REUSE	WW T&C	3/26/2001	1,300	0	0	0	0	0	0	0	519	781	0	0	0	0	0	0
1736	10005879	South Peninsula Reuse Storage & Pumping	70	701	3502	WW COLLECTION AND REUSE	WW T&C	12/4/2001	110,879	0	0	0	0	0	0	0	44,250	66,629	0	0	0	0	0	0
1737	10005880	Evaluate Alternative Storage	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/7/2006	7,100	0	0	0	0	0	0	0	2,833	4,267	0	0	0	0	0	0
1738	10005881	Effluent Reuse- 96 Improvements-Fund 439	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/1996	2,622,016	0	0	0	0	0	0	0	1,046,406	1,575,611	0	0	0	0	0	0
1739	10005882	2003 Reuse System Improvements (North Pe	20	209	3501	WASTERWATER PLANT	WW T&C	1/20/2004	11,025	0	0	0	0	0	0	0	4,400	6,625	0	0	0	0	0	0
1740	10005883	2003 Reuse System Improvements (North Pe	20	209	3501	WASTERWATER PLANT	WW T&C	5/3/2004	10,825	0	0	0	0	0	0	0	4,320	6,505	0	0	0	0	0	0
1741	10005884	Application Fee	20	209	3501	WASTERWATER PLANT	OTHER	7/1/2005	500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500
1742	10005885	2003 Reuse System Improvements (North Pe	20	209	3501	WASTERWATER PLANT	WW T&C	7/7/2004	21,650	0	0	0	0	0	0	0	8,640	13,010	0	0	0	0	0	0
1743	10005886	2003 Reuse System Impvmts (North Peninsu	20	209	3501	WASTERWATER PLANT	WW T&C	8/23/2004	1,405	0	0	0	0	0	0	0	561	844	0	0	0	0	0	0
1744	10005887	2003 Reuse System Improvements (North Pe	20	209	3501	WASTERWATER PLANT	WW T&C	5/3/2004	10,825	0	0	0	0	0	0	0	4,320	6,505	0	0	0	0	0	0
1745	10005888	Landscaping Concept Prepared By The Golf	20	209	3501	WASTERWATER PLANT	General	12/15/2004	6,106	0	0	0	0	0	0	0	0	0	0	0	0	0	6,106	0
1746	10005889	Bid Ad	20	209	3501	WASTERWATER PLANT	OTHER	9/8/2004	108	0	0	0	0	0	0	0	0	0	0	0	0	0	0	108
1747	10005890	Storage Tank Permit	20	209	3501	WASTERWATER PLANT	General	8/11/2004	500	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
1748	10005891	2003 Reuse System Impvmts (North Peninsu	20	209	3501	WASTERWATER PLANT	WW T&C	2/16/2004	1,701	0	0	0	0	0	0	0	679	1,022	0	0	0	0	0	0
1749	10005892	Additional/Correction	20	209	3501	WASTERWATER PLANT	General	8/5/2004	1,448	0	0	0	0	0	0	0	0	0	0	0	0	0	1,448	0
1750	10005893	Work Authorization For Design Modificati	20	209	3501	WASTERWATER PLANT	General	2/14/2005	14,356	0	0	0	0	0	0	0	0	0	0	0	0	0	14,356	0
1751	10005894	Legal Ad Required By Fdep	20	209	3501	WASTERWATER PLANT	Other	10/12/2004	359	0	0	0	0	0	0	0	0	0	0	0	0	0	0	359
1752	10005895	Work Authorization For Additional Work -	20	209	3501	WASTERWATER PLANT	General	5/5/2005	3,095	0	0	0	0	0	0	0	0	0	0	0	0	0	3,095	0
1753	10005896	Work Authorization For Additional Work -	20	209	3501	WASTERWATER PLANT	General	8/17/2005	25,668	0	0	0	0	0	0	0	0	0	0	0	0	0	25,668	0
1754	10005897	Work Authorization For Additional Geotec	20	209	3501	WASTERWATER PLANT	General	8/17/2005	1,038	0	0	0	0	0	0	0	0	0	0	0	0	0	1,038	0
1755	10005898	Consulting Services	20	209	3501	WASTERWATER PLANT	OTHER	11/9/2004	14,356	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14,356
1756	10005899	2003 Reuse System Improvements (North Pe	20	209	3501	WASTERWATER PLANT	WW T&C	12/20/2005	3,832	0	0	0	0	0	0	0	1,529	2,303	0	0	0	0	0	0
1757	10005900	Work Authorization For Additional Work -	20	209	3501	WASTERWATER PLANT	OTHER	12/20/2005	1,448	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,448
1758	10005901	2003 Reuse System Improvements (North Pe	20	209	3501	WASTERWATER PLANT	WW T&C	5/22/2006	95	0	0	0	0	0	0	0	38	57	0	0	0	0	0	0
1759	10005902	Work Authorization For Additional Work -	20	209	3501	WASTERWATER PLANT	OTHER	5/15/2006	619	0	0	0	0	0	0	0	0	0	0	0	0	0	0	619
1760	10005903	Work Authorization For Additional Work -	20	209	3501	WASTERWATER PLANT	OTHER	5/22/2006	1,761	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,761
1761	10005904	Effluent Reuse N Peninsula	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/20/2004	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
1762	10005905	Effluent Pumps	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/15/2004	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
1763	10005906	Rotating Assembly For Aurora Pump	30	305	3502	WW COLLECTION AND REUSE	WW T&C	9/1/2000	9,775	0	0	0	0	0	0	0	3,901	5,874	0	0	0	0	0	0
1764	10005907	Pumps/172	30	305	3502	WW COLLECTION AND REUSE	WW T&C	12/6/1999	45,264	0	0	0	0	0	0	0	18,064	27,200	0	0	0	0	0	0
1765	10005908	New Style Chambers 16""	30	309	3502	WW COLLECTION AND REUSE	WW T&C	4/15/2004	1,980	0	0	0	0	0	0	0	790	1,190	0	0	0	0	0	0
1766	10005909	Risers New Style 12""	30	309	3502	WW COLLECTION AND REUSE	WW T&C	4/15/2004	1,200	0	0	0	0	0	0	0	479	721	0	0	0	0	0	0
1767	10005910	J-Boxes	30	309	3502	WW COLLECTION AND REUSE	WW T&C	4/15/2004	540	0	0	0	0	0	0	0	216	324	0	0	0	0	0	0
1768	10005911	Control Panels	30	309	3502	WW COLLECTION AND REUSE	WW T&C	4/15/2004	1,980	0	0	0	0	0	0	0	790	1,190	0	0	0	0	0	0
1769	10005912	New Style Lids	30	309	3502	WW COLLECTION AND REUSE	WW T&C	4/15/2004	248	0	0	0	0	0	0	0	99	149	0	0	0	0	0	0
1770	10005913	Old Style Lids	30	309	3502	WW COLLECTION AND REUSE	WW T&C	4/15/2004	216	0	0	0	0	0	0	0	86	130	0	0	0	0	0	0
1771	10005914	Tsurumi Effluent Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	6/11/2004	6,900	0	0	0	0	0	0	0	2,754	4,146	0	0	0	0	0	0
1772	10005915	Tsurumi Effluent Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	6/11/2004	6,900	0	0	0	0	0	0	0	2,754	4,146	0	0	0	0	0	0
1773	10005916	New Style Chambers 16""	30	309	3502	WW COLLECTION AND REUSE	WW T&C	8/12/2004	2,475	0	0	0	0	0	0	0	988	1,487	0	0	0	0	0	0
1774	10005917	Tsurumi Effluent Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	9/15/2004	5,175	0	0	0	0	0	0	0	2,065	3,110	0	0	0	0	0	0
1775	10005918	Tsurumi Effluent Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	10/4/2004	6,900	0	0	0	0	0	0	0	2,754	4,146	0	0	0	0	0	0
1776	10005919	Float Switch	30	309	3502	WW COLLECTION AND REUSE	WW T&C	10/8/2003	273	0	0	0	0	0	0	0	109	164	0	0	0	0	0	0
1777	10005920	Pilot Green Bulbs	30	309	3502	WW COLLECTION AND REUSE	WW T&C	10/8/2003	216	0	0	0	0	0	0	0	86	130	0	0	0	0	0	0
1778	10005921	110 V Automatic Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	9/5/2003	1,725	0	0	0	0	0	0	0	688	1,037	0	0	0	0	0	0
1779	10005922	Tsurumi Pump .5/Hp 15	30	305	3502	WW COLLECTION AND REUSE	WW T&C	7/2/2003	5,175	0	0	0	0	0	0	0	2,065	3,110	0	0	0	0	0	0
1780	10005923	Pep Tank Parts	30	309	3502	WW COLLECTION AND REUSE	WW COLLECTION	5/30/2003	2,190	0	0	0	0	0	0	0	0	2,190	0	0	0	0	0	0
1781	10005924	Pep Tank Parts	30	309	3502	WW COLLECTION AND REUSE	WW COLLECTION	5/23/2003	2,760	0	0	0	0	0	0	0	0	2,760	0	0	0	0	0	0
1782	10005925	Rehab Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	5/23/2003	5,175	0	0	0	0	0	0	0	2,065	3,110	0	0	0	0	0	0
1783	10005926	Pep Tank Parts	30	309	3502	WW COLLECTION AND REUSE	WW COLLECTION	5/14/2003	11,426	0	0	0	0	0	0	0	0	11,426	0	0	0	0	0	0
1784	10005927	16"" Chambers For Rehabs	30	309	3502	WW COLLECTION AND REUSE	WW T&C	4/15/2003	495	0	0	0	0	0	0	0	198	297	0	0	0	0	0	0
1785	10005928	Bjm Auto. Pumps .5Hp	30	305	3502	WW COLLECTION AND REUSE	WW T&C	4/9/2003	4,425	0	0	0	0	0	0	0	1,766	2,659	0	0	0	0	0	0
1786	10005929	Pvc Materials	30	309	3502	WW COLLECTION AND REUSE	WW T&C	4/1/2003	1,057	0	0	0	0	0	0	0	422	635	0	0	0	0	0	0
1787	10005930	Junction Boxes, Control Panel,P/C Insert	30	309	3502	WW COLLECTION AND REUSE	WW T&C	2/27/2003	5,382	0	0	0	0	0	0	0	2,148	3,234	0	0	0	0	0	0
1788	10005931	Reuse Pump Replacement Parts	30	305	3502	WW COLLECTION AND REUSE	WW T&C	2/10/2003	85	0	0	0	0	0	0	0	34	51	0	0	0	0	0	0
1789	10005932	Bjm .05Hp Pump	30	305	3502	WW COLLECTION AND REUSE	WW T&C	12/20/2002	8,850	0	0	0	0	0	0	0	3,532	5,318	0	0	0	0	0	0
1790	10005933	Tsurumi Pump	30	305	3502	WW COLLECTION AND REUSE	WW T&C	11/6/2002	5,999	0	0	0	0	0	0	0	2,394	3,605	0	0	0	0	0	0
1791	10005934	Eff. Pump Replacement	30	305	3502	WW COLLECTION AND REUSE	WW T&C	10/2/2002	5,999	0	0	0	0	0	0	0	2,394	3,605	0	0	0	0	0	0
1792	10005935	1050 Gal Traffic Tank Assembled W/Marine	30	310	3502	WW COLLECTION AND REUSE	WW T&C	8/20/2004	6,063	0	0	0	0	0	0	0	2,419	3,643	0	0	0	0	0	0
1793	10005936	1050 Gal Traffic Tank Assembled W/Marine	30	310	3502	WW COLLECTION AND REUSE	WW T&C	8/30/2004	6,063	0	0	0	0	0	0	0	2,419	3,643	0	0	0	0	0	0
1794	10005937	1050 Gal Traffic Tank Assembled W/Marine	30	310	3502	WW COLLECTION AND REUSE	WW T&C	9/29/2004	6,063	0	0	0	0	0	0	0	2,419	3,643	0	0	0	0	0	0
1795	10005938	Tsurumi Effluent Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	12/15/2004	6,900	0	0	0	0	0	0	0	2,754	4,146	0	0	0	0	0	0
1796	10005939	Pumps & Accessories	30	305	3502	WW COLLECTION AND REUSE	WW T&C	8/11/2004	5,175	0	0	0	0	0	0	0	2,065	3,110	0	0	0	0	0	0
1797	10005940	E/One 2' Extension Kit	30	305	3502	WW COLLECTION AND REUSE	WW T&C	1/11/2005	732	0	0	0	0	0	0	0	292	440	0	0	0	0	0	0
1798	10005941	E/One 2' Extension Kit	30	305	3502	WW COLLECTION AND REUSE	WW T&C	1/11/2005	411	0	0	0	0	0	0	0	164	247	0	0	0	0	0	0
1799	10005942	1050 Gal Traffic Tank Assemble W/Marine	30	310	3502	WW COLLECTION AND REUSE	WW T&C	1/11/2005	7,275	0	0	0	0	0	0	0	2,903	4,372	0	0	0	0	0	0
1800	10005943	1050 Gal Traffic Tank Assemble W/Marine	30	310	3502	WW COLLECTION AND REUSE	WW T&C	1/11/2005	7,275	0	0	0	0	0	0	0	2,903	4,372	0	0	0	0	0	0
1801	10005944	1050 Gal Traffic Tank Assemble W/Marine	30	310	3502	WW COLLECTION AND REUSE	WW T&C	1/24/2005	7,275	0	0	0	0	0	0	0	2,903	4,372	0	0	0	0	0	0
1802	10005945	1050 Gal Traffic Tank Assemble W/Marine	30	310	3502	WW COLLECTION AND REUSE	WW T&C	1/28/2005	2,425	0	0	0	0	0	0	0	968	1,457	0	0	0	0	0	0
1803	10005946	E/One Grinder Pump Stations	30	305	3502	WW COLLECTION AND REUSE	WW T&C	2/8/2005	13,945	0	0	0	0	0	0	0	5,565	8,380	0	0	0	0	0	0
1804	10005947	Tsurumi Effluent Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	3/14/2005	611	0	0	0	0	0	0	0	244	367	0	0	0	0	0	0
1805	10005948	Power Generation Equip	30	302	3301	WATER PLANT	General	6/30/2004	7,074	0	0	0	0	0	0	0	0	0	0	0	0	0	7,074	0
1806	10005949	11/2"" Adaptaflex	30	309	3502	WW COLLECTION AND REUSE	General	8/6/2004	195	0	0	0	0	0	0	0	0	0	0	0	0	0	195	0
1807	10005950	Concrete Mix	30	309	3502	WW COLLECTION AND REUSE	General	9/30/2004	148	0	0	0	0	0	0	0	0	0	0	0	0	0	148	0
1808	10005951	Clips, Ties, Pvc Fittings	30	309	3502	WW COLLECTION AND REUSE	General	9/30/2004	403	0	0	0	0	0	0	0	0	0	0	0	0	0	403	0
1809	10005952	Tools, Saw Blades Etc.	30	309	3502	WW COLLECTION AND REUSE	General	9/29/2004	200	0	0	0	0	0	0	0	0	0	0	0	0	0	200	0
1810	10005953	11/4"" Coupling	30	309	3502	WW COLLECTION AND REUSE	General	9/23/2004	322	0	0	0	0	0	0	0	0	0	0	0	0	0	322	0
1811	10005954	Tools	30	309	3502	WW COLLECTION AND REUSE	General	9/30/2004	103	0	0	0	0	0	0	0	0	0	0	0	0	0	103	0
1812	10005955	Clear Bulb For Pilot Light	30	309	3502	WW COLLECTION AND REUSE	General	9/8/2004	40	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0
1813	10005956	Bushings	30	309	3502	WW COLLECTION AND REUSE	General	9/1/2004	3	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0
1814	10005957	Swing Check, Pvc Cleaner	30	309	3502	WW COLLECTION AND REUSE	General	8/26/2004	206	0	0	0	0	0	0	0	0	0	0	0	0	0	206	0
1815	10005958	Swing Check, Bushings Etc	30	309	3502	WW COLLECTION AND REUSE	General	8/11/2004	426	0	0	0	0	0	0	0	0	0	0	0	0	0	426	0
1816	10005959	Ball Valve, Tee, Coupling	30	306	3502	WW COLLECTION AND REUSE	General	8/2/2004	71	0	0	0	0	0	0	0	0	0	0	0	0	0	71	0
1817	10005960	Swing Ck.,Glue, Cleaner Etc	30	309	3502	WW COLLECTION AND REUSE	General	7/22/2004	385	0	0	0	0	0	0	0	0	0	0	0	0	0	385	0
1818	10005961	Pvc Ball Valve	30	309	3502	WW COLLECTION AND REUSE	General	7/20/2004	361	0	0	0	0	0	0	0	0	0	0	0	0	0	361	0
1819	10005962	Supplies	30	309	3502	WW COLLECTION AND REUSE	General	6/16/2004	38	0	0	0	0	0	0	0	0	0	0	0	0	0	38	0
1820	10005963	Supplies	30	309	3502	WW COLLECTION AND REUSE	General	6/11/2004	262	0	0	0	0	0	0	0	0	0	0	0	0	0	262	0
1821	10005964	Labor To Troubleshoot Wire	30	309	3502	WW COLLECTION AND REUSE	General	12/13/2004	172	0	0	0	0	0	0	0	0	0	0	0	0	0	172	0
1822	10005965	Pvc, Plugs, Cleaner Etc...	30	309	3502	WW COLLECTION AND REUSE	General	4/6/2005	448	0	0	0	0	0	0	0	0	0	0	0	0	0	448	0
1823	10005966	Swing Check, Male Adptrs.	30	309	3502	WW COLLECTION AND REUSE	General	3/7/2005	391	0	0	0	0	0	0	0	0	0	0	0	0	0	391	0
1824	10005967	Swing Check, Sunk Plug	30	309	3502	WW COLLECTION AND REUSE	General	2/18/2005	496	0	0	0	0	0	0	0	0	0	0	0	0	0	496	0
1825	10005968	Supplies	30	309	3502	WW COLLECTION AND REUSE	General	2/1/2005	510	0	0	0	0	0	0	0	0	0	0	0	0	0	510	0
1826	10005969	11/2"" Adaptaflex & Buls	30	309	3502	WW COLLECTION AND REUSE	General	1/21/2005	221	0	0	0	0	0	0	0	0	0	0	0	0	0	221	0
1827	10005970	1/4 Mip X 1-1/4 Cts Comp	30	309	3502	WW COLLECTION AND REUSE	General	1/19/2005	22	0	0	0	0	0	0	0	0	0	0	0	0	0	22	0
1828	10005971	Supplies	30	309	3502	WW COLLECTION AND REUSE	General	12/2/2004	1,349	0	0	0	0	0	0	0	0	0	0	0	0	0	1,349	0
1829	10005972	Ele. Supplies	30	309	3502	WW COLLECTION AND REUSE	General	12/3/2004	196	0	0	0	0	0	0	0	0	0	0	0	0	0	196	0
1830	10005973	Green Power Light / 5	30	309	3502	WW COLLECTION AND REUSE	General	11/30/2004	255	0	0	0	0	0	0	0	0	0	0	0	0	0	255	0
1831	10005974	Supplies	30	309	3502	WW COLLECTION AND REUSE	General	11/12/2004	438	0	0	0	0	0	0	0	0	0	0	0	0	0	438	0
1832	10005975	Supplies	30	309	3502	WW COLLECTION AND REUSE	General	11/2/2004	425	0	0	0	0	0	0	0	0	0	0	0	0	0	425	0
1833	10005976	Co Plugs	30	309	3502	WW COLLECTION AND REUSE	General	10/20/2004	221	0	0	0	0	0	0	0	0	0	0	0	0	0	221	0
1834	10005977	Supplies	30	309	3502	WW COLLECTION AND REUSE	General	10/7/2004	656	0	0	0	0	0	0	0	0	0	0	0	0	0	656	0
1835	10005978	Floratam Sod	20	209	3502	WW COLLECTION AND REUSE	General	10/11/2004	98	0	0	0	0	0	0	0	0	0	0	0	0	0	98	0
1836	10005979	Tsurmi Pump	30	305	3502	WW COLLECTION AND REUSE	WW T&C	11/6/2000	325	0	0	0	0	0	0	0	130	195	0	0	0	0	0	0
1837	10005980	50 Tsurumi Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	1/17/2001	29,395	0	0	0	0	0	0	0	11,731	17,664	0	0	0	0	0	0
1838	10005981	40 Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	11/7/2000	11,600	0	0	0	0	0	0	0	4,629	6,971	0	0	0	0	0	0
1839	10005982	1050 Gal Tank W/ Assembly	30	310	3502	WW COLLECTION AND REUSE	WW T&C	9/20/2001	3,788	0	0	0	0	0	0	0	1,512	2,276	0	0	0	0	0	0
1840	10005983	32 Tsurumi .5Hp Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2001	3,599	0	0	0	0	0	0	0	1,436	2,163	0	0	0	0	0	0
1841	10005984	32 Tsurumi .5Hp Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2001	5,999	0	0	0	0	0	0	0	2,394	3,605	0	0	0	0	0	0
1842	10005985	32 Tsurumi Pumps 12 New & 20 Replacemen	30	305	3502	WW COLLECTION AND REUSE	WW T&C	11/26/2001	9,598	0	0	0	0	0	0	0	3,831	5,768	0	0	0	0	0	0
1843	10005986	Pvc Parts For Pep Tanks	30	309	3502	WW COLLECTION AND REUSE	WW Collection	11/6/2001	154	0	0	0	0	0	0	0	0	154	0	0	0	0	0	0
1844	10005987	20 Gaskets, O-Rings & Screws	30	309	3502	WW COLLECTION AND REUSE	General	12/20/2001	132	0	0	0	0	0	0	0	0	0	0	0	0	0	132	0
1845	10005988	20 Tsurumi Pumps Model #40Psha	30	309	3502	WW COLLECTION AND REUSE	WW T&C	12/28/2001	5,999	0	0	0	0	0	0	0	2,394	3,605	0	0	0	0	0	0
1846	10005989	1050 Gal Tank Assemb./10	30	310	3502	WW COLLECTION AND REUSE	WW T&C	1/17/2002	9,720	0	0	0	0	0	0	0	3,879	5,841	0	0	0	0	0	0
1847	10005990	20 Tsurumi Model 4-Psha .5 Hp 110V Autom	30	309	3502	WW COLLECTION AND REUSE	WW T&C	2/27/2002	5,999	0	0	0	0	0	0	0	2,394	3,605	0	0	0	0	0	0
1848	10005991	12 Tsurumi Pump Model 40Psha .5 Hp 110V	30	305	3502	WW COLLECTION AND REUSE	WW T&C	2/27/2002	3,599	0	0	0	0	0	0	0	1,436	2,163	0	0	0	0	0	0
1849	10005992	1050 Gal Tank Assem. /15	30	310	3502	WW COLLECTION AND REUSE	WW T&C	3/22/2002	14,580	0	0	0	0	0	0	0	5,819	8,761	0	0	0	0	0	0
1850	10005993	10 1050 Gal Tank Assem.	30	310	3502	WW COLLECTION AND REUSE	WW T&C	5/13/2002	9,720	0	0	0	0	0	0	0	3,879	5,841	0	0	0	0	0	0
1851	10005994	5 1050 Gal Tank W/Assembly	30	310	3502	WW COLLECTION AND REUSE	WW T&C	9/17/2002	4,860	0	0	0	0	0	0	0	1,940	2,920	0	0	0	0	0	0
1852	10005995	Tsurumi Effluent Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	11/26/2003	12,075	0	0	0	0	0	0	0	4,819	7,256	0	0	0	0	0	0
1853	10005996	Tsurumi Effluent Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	11/26/2003	12,075	0	0	0	0	0	0	0	4,819	7,256	0	0	0	0	0	0
1854	10005997	Tsurumi Pump Model 4 Psha .5Hp 110 V Aut	30	305	3502	WW COLLECTION AND REUSE	WW T&C	10/30/2003	5,175	0	0	0	0	0	0	0	2,065	3,110	0	0	0	0	0	0
1855	10005998	Tsurumi Pump Model 4-Psha .5Hp 110 V Aut	30	305	3502	WW COLLECTION AND REUSE	WW T&C	10/30/2003	5,175	0	0	0	0	0	0	0	2,065	3,110	0	0	0	0	0	0
1856	10005999	E/One Grinder Pump Stations	30	305	3502	WW COLLECTION AND REUSE	WW T&C	5/12/2004	13,000	0	0	0	0	0	0	0	5,188	7,812	0	0	0	0	0	0
1857	10006000	Tsurumi Effluent Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	5/13/2004	6,900	0	0	0	0	0	0	0	2,754	4,146	0	0	0	0	0	0
1858	10006001	Tsurumi Effluent Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	5/13/2004	6,900	0	0	0	0	0	0	0	2,754	4,146	0	0	0	0	0	0
1859	10006002	Pump Supplies	30	305	3502	WW COLLECTION AND REUSE	General	2/24/2005	27	0	0	0	0	0	0	0	0	0	0	0	0	0	27	0
1860	10006003	Wtp Raw Water Bypass Permit	30	309	3301	WATER PLANT	General	6/17/2005	300	0	0	0	0	0	0	0	0	0	0	0	0	0	300	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
1861	10006004	Risers New Style 12""	30	309	3502	WW COLLECTION AND REUSE	General	8/30/2004	1,500	0	0	0	0	0	0	0	0	0	0	0	0	0	1,500	0
1862	10006005	J-Boxes	30	309	3502	WW COLLECTION AND REUSE	General	8/30/2004	675	0	0	0	0	0	0	0	0	0	0	0	0	0	675	0
1863	10006006	Control Panels	30	309	3502	WW COLLECTION AND REUSE	General	8/30/2004	990	0	0	0	0	0	0	0	0	0	0	0	0	0	990	0
1864	10006007	Tsurumi Effluent Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	6/11/2004	6,900	0	0	0	0	0	0	0	2,754	4,146	0	0	0	0	0	0
1865	10006008	1050 Gal Traffic Tank Assemble W/Marine	30	310	3502	WW COLLECTION AND REUSE	WW T&C	10/25/2004	7,275	0	0	0	0	0	0	0	2,903	4,372	0	0	0	0	0	0
1866	10006009	1050 Gal Traffic Tank Assemble W/Marine	30	310	3502	WW COLLECTION AND REUSE	WW T&C	10/25/2004	7,275	0	0	0	0	0	0	0	2,903	4,372	0	0	0	0	0	0
1867	10006010	1050 Gal Traffic Tank Assemble W/Marine	30	310	3502	WW COLLECTION AND REUSE	WW T&C	12/1/2004	2,425	0	0	0	0	0	0	0	968	1,457	0	0	0	0	0	0
1868	10006011	1050 Gal Traffic Tank Assemble W/Marine	30	310	3502	WW COLLECTION AND REUSE	WW T&C	12/1/2004	7,275	0	0	0	0	0	0	0	2,903	4,372	0	0	0	0	0	0
1869	10006012	Tsurumi Effluent Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	12/15/2004	6,900	0	0	0	0	0	0	0	2,754	4,146	0	0	0	0	0	0
1870	10006013	Irrigation Material	30	309	3502	WW COLLECTION AND REUSE	General	7/25/2003	233	0	0	0	0	0	0	0	0	0	0	0	0	0	233	0
1871	10006014	1050 Gal Traffic Tank Assemble W/Marine	30	310	3502	WW COLLECTION AND REUSE	WW T&C	3/30/2005	7,275	0	0	0	0	0	0	0	2,903	4,372	0	0	0	0	0	0
1872	10006015	Replacement Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	12/7/2005	6,900	0	0	0	0	0	0	0	2,754	4,146	0	0	0	0	0	0
1873	10006016	Tsurumi Effluent Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	4/8/2005	6,900	0	0	0	0	0	0	0	2,754	4,146	0	0	0	0	0	0
1874	10006017	J Boxes	30	309	3502	WW COLLECTION AND REUSE	General	4/8/2005	450	0	0	0	0	0	0	0	0	0	0	0	0	0	450	0
1875	10006018	1 1/2"" Rubber Bushings	30	309	3502	WW COLLECTION AND REUSE	General	4/8/2005	65	0	0	0	0	0	0	0	0	0	0	0	0	0	65	0
1876	10006019	High Level Floats	30	309	3502	WW COLLECTION AND REUSE	General	4/8/2005	350	0	0	0	0	0	0	0	0	0	0	0	0	0	350	0
1877	10006020	Repair Supplies	30	305	3502	WW COLLECTION AND REUSE	General	10/26/2005	296	0	0	0	0	0	0	0	0	0	0	0	0	0	296	0
1878	10006021	12"" New Style Risers	30	309	3502	WW COLLECTION AND REUSE	General	4/22/2005	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000	0
1879	10006022	New Style Lids (Small)	30	309	3502	WW COLLECTION AND REUSE	General	4/22/2005	360	0	0	0	0	0	0	0	0	0	0	0	0	0	360	0
1880	10006023	10 30"" Lids @ $41.25 Each	30	310	3502	WW COLLECTION AND REUSE	General	4/7/2005	413	0	0	0	0	0	0	0	0	0	0	0	0	0	413	0
1881	10006024	Riser*E-Ones Installation	30	309	3502	WW COLLECTION AND REUSE	General	9/25/2001	370	0	0	0	0	0	0	0	0	0	0	0	0	0	370	0
1882	10006025	Effluent Pump 16"" Propeller	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/1998	5,600	0	0	0	0	0	0	0	2,235	3,365	0	0	0	0	0	0
1883	10006026	Paint And Pump Repairs	30	305	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2000	10,600	0	0	0	0	0	0	0	4,230	6,370	0	0	0	0	0	0
1884	10006027	12"" Old Style Risers	30	309	3502	WW COLLECTION AND REUSE	General	8/24/2005	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000	0
1885	10006028	J Boxes	30	309	3502	WW COLLECTION AND REUSE	General	8/24/2005	450	0	0	0	0	0	0	0	0	0	0	0	0	0	450	0
1886	10006029	New Style Lids (Small)	30	309	3502	WW COLLECTION AND REUSE	General	8/24/2005	360	0	0	0	0	0	0	0	0	0	0	0	0	0	360	0
1887	10006030	1 1/2"" Rubber Bushings	30	309	3502	WW COLLECTION AND REUSE	General	8/24/2005	65	0	0	0	0	0	0	0	0	0	0	0	0	0	65	0
1888	10006031	High Level Floats	30	309	3502	WW COLLECTION AND REUSE	General	8/24/2005	350	0	0	0	0	0	0	0	0	0	0	0	0	0	350	0
1889	10006032	Power Generation Equip	30	302	3301	WATER PLANT	General	3/4/2005	2,710	0	0	0	0	0	0	0	0	0	0	0	0	0	2,710	0
1890	10006033	Pep Tank Supplies	30	309	3502	WW COLLECTION AND REUSE	WW Collection	5/18/2005	187	0	0	0	0	0	0	0	0	187	0	0	0	0	0	0
1891	10006034	Pep Tank Supplies	30	309	3502	WW COLLECTION AND REUSE	WW Collection	4/10/2005	318	0	0	0	0	0	0	0	0	318	0	0	0	0	0	0
1892	10006035	15% Fuel Surcharge	30	309	3502	WW COLLECTION AND REUSE	General	9/26/2005	30	0	0	0	0	0	0	0	0	0	0	0	0	0	30	0
1893	10006036	Freight - Pneumatic	30	309	3502	WW COLLECTION AND REUSE	General	9/26/2005	1,900	0	0	0	0	0	0	0	0	0	0	0	0	0	1,900	0
1894	10006037	Filter Sand Media For (2) Filters	30	309	3502	WW COLLECTION AND REUSE	General	9/26/2005	4,185	0	0	0	0	0	0	0	0	0	0	0	0	0	4,185	0
1895	10006038	15% Fuel Surcharge	30	309	3502	WW COLLECTION AND REUSE	General	9/26/2005	273	0	0	0	0	0	0	0	0	0	0	0	0	0	273	0
1896	10006039	Pep Tanks Less Pumps	30	309	3502	WW COLLECTION AND REUSE	WW Collection	9/26/2005	7,275	0	0	0	0	0	0	0	0	7,275	0	0	0	0	0	0
1897	10006040	Pumps For Pep Tanks	30	305	3502	WW COLLECTION AND REUSE	WW Collection	9/26/2005	6,900	0	0	0	0	0	0	0	0	6,900	0	0	0	0	0	0
1898	10006041	Pumps For Pep Tanks	30	305	3502	WW COLLECTION AND REUSE	WW Collection	9/26/2005	6,900	0	0	0	0	0	0	0	0	6,900	0	0	0	0	0	0
1899	10006042	Pep Tanks Less Pumps	30	309	3502	WW COLLECTION AND REUSE	WW Collection	9/27/2005	2,425	0	0	0	0	0	0	0	0	2,425	0	0	0	0	0	0
1900	10006043	Pep Tanks - New Installation	30	309	3502	WW COLLECTION AND REUSE	WW Collection	9/27/2005	4,850	0	0	0	0	0	0	0	0	4,850	0	0	0	0	0	0
1901	10006044	Pep Tanks - New Installation	30	309	3502	WW COLLECTION AND REUSE	WW Collection	9/27/2005	19,400	0	0	0	0	0	0	0	0	19,400	0	0	0	0	0	0
1902	10006045	Pep Tanks Less Pumps	30	309	3502	WW COLLECTION AND REUSE	WW Collection	9/27/2005	7,275	0	0	0	0	0	0	0	0	7,275	0	0	0	0	0	0
1903	10006046	Tsurumi Effluent Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	9/8/2004	10,005	0	0	0	0	0	0	0	3,993	6,012	0	0	0	0	0	0
1904	10006047	Replacement Pumps	30	305	3502	WW COLLECTION AND REUSE	WW T&C	1/25/2006	4,485	0	0	0	0	0	0	0	1,790	2,695	0	0	0	0	0	0
1905	10006048	Effluent Engineering Evaluation Of	20	208	3301	WATER PLANT	General	5/22/2006	2,526	0	0	0	0	0	0	0	0	0	0	0	0	0	2,526	0
1906	10006049	Effluent Engineering Evaluation	20	208	3301	WATER PLANT	General	5/22/2006	5,162	0	0	0	0	0	0	0	0	0	0	0	0	0	5,162	0
1907	10006050	Effluent Engineering Evaluation	20	208	3301	WATER PLANT	General	8/10/2006	2,196	0	0	0	0	0	0	0	0	0	0	0	0	0	2,196	0
1908	10006051	Effluent Engineering Evaluation	20	208	3301	WATER PLANT	General	8/10/2006	549	0	0	0	0	0	0	0	0	0	0	0	0	0	549	0
1909	10006052	Effluent Engineering Evaluation	20	208	3301	WATER PLANT	General	8/10/2006	549	0	0	0	0	0	0	0	0	0	0	0	0	0	549	0
1910	10006053	Effluent Reuse Hunters Ridge	20	209	3501	WASTERWATER PLANT	WW T&C	1/12/2004	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
1911	10006054	2003 Reuse System Improvements (Hunter'S	20	209	3501	WASTERWATER PLANT	WW T&C	1/12/2004	1,512	0	0	0	0	0	0	0	603	909	0	0	0	0	0	0
1912	10006055	2003 Reuse System Impvmts (Hunter'S Ridg	20	209	3501	WASTERWATER PLANT	WW T&C	2/16/2004	1,701	0	0	0	0	0	0	0	679	1,022	0	0	0	0	0	0
1913	10006056	2003 Reuse System Impvmts (Hunter'S Ridg	20	209	3501	WASTERWATER PLANT	WW T&C	2/16/2004	1,701	0	0	0	0	0	0	0	679	1,022	0	0	0	0	0	0
1914	10006057	2003 Reuse System Improvements (Hunter'S	20	209	3501	WASTERWATER PLANT	WW T&C	1/12/2004	1,512	0	0	0	0	0	0	0	603	909	0	0	0	0	0	0
1915	10006058	Ad For Storage Container	20	209	3501	WASTERWATER PLANT	OTHER	8/11/2005	57	0	0	0	0	0	0	0	0	0	0	0	0	0	0	57
1916	10006059	2003 Reuse System Improvements (Hunter'S	20	209	3501	WASTERWATER PLANT	WW T&C	8/30/2004	2,922	0	0	0	0	0	0	0	1,166	1,756	0	0	0	0	0	0
1917	10006060	2003 Reuse System Impvmts (Hunter'S Ridg	20	209	3501	WASTERWATER PLANT	WW T&C	8/23/2004	1,405	0	0	0	0	0	0	0	561	844	0	0	0	0	0	0
1918	10006061	Additional/Correction	20	209	3501	WASTERWATER PLANT	General	8/17/2005	1,948	0	0	0	0	0	0	0	0	0	0	0	0	0	1,948	0
1919	10006062	2003 Reuse System Improvements (Hunter'S	20	209	3501	WASTERWATER PLANT	WW T&C	3/8/2004	1,512	0	0	0	0	0	0	0	603	909	0	0	0	0	0	0
1920	10006063	Additional/Correction	20	209	3501	WASTERWATER PLANT	General	2/14/2005	3,896	0	0	0	0	0	0	0	0	0	0	0	0	0	3,896	0
1921	10006064	Additional/Correction	20	209	3501	WASTERWATER PLANT	General	2/14/2005	700	0	0	0	0	0	0	0	0	0	0	0	0	0	700	0
1922	10006065	Additional/Correction	20	209	3501	WASTERWATER PLANT	General	5/5/2005	2,922	0	0	0	0	0	0	0	0	0	0	0	0	0	2,922	0
1923	10006066	2003 Reuse System Improvements (Hunter'S	20	209	3501	WASTERWATER PLANT	WW T&C	9/22/2004	5,595	0	0	0	0	0	0	0	2,233	3,362	0	0	0	0	0	0
1924	10006067	Work Authorization For Additional Design	20	209	3501	WASTERWATER PLANT	Indirect	8/17/2005	7,200	0	0	0	0	0	0	0	0	0	0	0	0	7,200	0	0
1925	10006068	Hunter'S Ridge Irrigation & Fire Protect	20	209	3501	WASTERWATER PLANT	WW T&C	2/9/2006	1,500	0	0	0	0	0	0	0	599	901	0	0	0	0	0	0
1926	10006069	Construction Of 800,000 Gallon Irrigatio	20	209	3501	WASTERWATER PLANT	WW Treatment	2/16/2006	8,611	0	0	0	0	0	0	8,611	0	0	0	0	0	0	0	0
1927	10006070	Construction Of 800,000 Gallon Irrigatio	20	209	3501	WASTERWATER PLANT	WW Treatment	3/15/2006	104,564	0	0	0	0	0	0	104,564	0	0	0	0	0	0	0	0
1928	10006071	Construction Of 800,000 Gallon Irrigatio	20	209	3501	WASTERWATER PLANT	WW Treatment	1/19/2006	8,775	0	0	0	0	0	0	8,775	0	0	0	0	0	0	0	0
1929	10006072	Construction Of 800,000 Gallon Irrigatio	20	209	3501	WASTERWATER PLANT	WW Treatment	6/5/2006	88,200	0	0	0	0	0	0	88,200	0	0	0	0	0	0	0	0
1930	10006073	Work Authorization For Materials Testing	20	209	3501	WASTERWATER PLANT	Indirect	6/5/2006	355	0	0	0	0	0	0	0	0	0	0	0	0	355	0	0
1931	10006074	Construction Of 800,000 Gallon Irrigatio	20	209	3501	WASTERWATER PLANT	WW Treatment	5/10/2006	181,800	0	0	0	0	0	0	181,800	0	0	0	0	0	0	0	0
1932	10006075	Construction Of 800,000 Gallon Irrigatio	20	209	3501	WASTERWATER PLANT	WW Treatment	4/11/2006	290,250	0	0	0	0	0	0	290,250	0	0	0	0	0	0	0	0
1933	10006076	Work Authorization For Materials Testing	20	209	3501	WASTERWATER PLANT	Indirect	6/5/2006	35	0	0	0	0	0	0	0	0	0	0	0	0	35	0	0
1934	10006077	Work Authorization For Materials Testing	20	209	3501	WASTERWATER PLANT	Indirect	6/5/2006	80	0	0	0	0	0	0	0	0	0	0	0	0	80	0	0
1935	10006078	50Hp V'Fd 460 Volt For Hunters Ridge Irrg	20	209	3501	WASTERWATER PLANT	General	7/26/2006	4,085	0	0	0	0	0	0	0	0	0	0	0	0	0	4,085	0
1936	10006079	Construction Of 800,000 Gallon Irrigatio	20	209	3501	WASTERWATER PLANT	WW Treatment	7/27/2006	27,000	0	0	0	0	0	0	27,000	0	0	0	0	0	0	0	0
1937	10006080	Construction Of 800,000 Gallon Irrigatio	20	209	3501	WASTERWATER PLANT	WW Treatment	8/9/2006	46,900	0	0	0	0	0	0	46,900	0	0	0	0	0	0	0	0
1938	10006081	Construction Of 800,000 Gallon Irrigatio	20	209	3501	WASTERWATER PLANT	WW Treatment	8/15/2006	2,000	0	0	0	0	0	0	2,000	0	0	0	0	0	0	0	0
1939	10006082	Effluent Const 800,000 Gallon Irrigation	20	209	3501	WASTERWATER PLANT	WW Treatment	8/10/2006	23,122	0	0	0	0	0	0	23,122	0	0	0	0	0	0	0	0
1940	10006083	Effluent Reuse Phase I East Side Of A1A	20	209	3502	WW COLLECTION AND REUSE	WW T&C	2/18/2004	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
1941	10006084	A1A Reuse Extension	20	209	3501	WASTERWATER PLANT	WW T&C	2/18/2004	15,827	0	0	0	0	0	0	0	6,316	9,511	0	0	0	0	0	0
1942	10006085	A1A Reuse Extension	20	209	3501	WASTERWATER PLANT	WW T&C	5/12/2004	5,535	0	0	0	0	0	0	0	2,209	3,326	0	0	0	0	0	0
1943	10006086	A1A Reuse Extension	20	209	3501	WASTERWATER PLANT	WW T&C	9/17/2004	1,407	0	0	0	0	0	0	0	562	846	0	0	0	0	0	0
1944	10006087	Final Adjustment Of Pay Items And Additi	20	209	3501	WASTERWATER PLANT	OTHER	9/17/2004	13,239	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13,239
1945	10006088	Fed Ex A1A Reuse	20	209	3501	WASTERWATER PLANT	OTHER	8/26/2003	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
1946	10006089	A1A Reuse Extension	20	209	3501	WASTERWATER PLANT	WW T&C	1/9/2004	32,000	0	0	0	0	0	0	0	12,771	19,230	0	0	0	0	0	0
1947	10006090	Wastewater Lab	10	105	3501	WASTERWATER PLANT	WW Treatment	8/28/2001	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
1948	10006091	Electrical Parts/Supplies	10	105	3501	WASTERWATER PLANT	WW Treatment	8/28/2001	52	0	0	0	0	0	0	52	0	0	0	0	0	0	0	0
1949	10006092	Paint Lab Interior	10	105	3501	WASTERWATER PLANT	WW Treatment	8/24/2001	375	0	0	0	0	0	0	375	0	0	0	0	0	0	0	0
1950	10006093	Electrical Material For Lab	10	105	3501	WASTERWATER PLANT	WW Treatment	8/22/2001	119	0	0	0	0	0	0	119	0	0	0	0	0	0	0	0
1951	10006094	Tile For Lab	10	105	3501	WASTERWATER PLANT	WW Treatment	8/31/2001	3,243	0	0	0	0	0	0	3,243	0	0	0	0	0	0	0	0
1952	10006095	Prec Bath Sm Coliform	10	105	3501	WASTERWATER PLANT	WW Treatment	9/3/2001	1,026	0	0	0	0	0	0	1,026	0	0	0	0	0	0	0	0
1953	10006096	Lab Furniture	30	309	3501	WASTERWATER PLANT	WW Treatment	9/13/2001	24,849	0	0	0	0	0	0	24,849	0	0	0	0	0	0	0	0
1954	10006097	Incubator	30	309	3501	WASTERWATER PLANT	WW Treatment	10/17/2001	2,360	0	0	0	0	0	0	2,360	0	0	0	0	0	0	0	0
1955	10006098	Stainless Steel Duct Work For Chemical H	10	105	3501	WASTERWATER PLANT	WW Treatment	11/7/2001	1,081	0	0	0	0	0	0	1,081	0	0	0	0	0	0	0	0
1956	10006099	Cable	10	105	3501	WASTERWATER PLANT	WW Treatment	12/17/2001	155	0	0	0	0	0	0	155	0	0	0	0	0	0	0	0
1957	10006100	Tall Case,Shelving,Touch Up Cans,Work Ma	30	309	3501	WASTERWATER PLANT	General	11/16/2001	2,037	0	0	0	0	0	0	0	0	0	0	0	0	0	2,037	0
1958	10006101	Distillation Unit For Ww Lab	30	309	3501	WASTERWATER PLANT	WW Treatment	12/31/2001	4,749	0	0	0	0	0	0	4,749	0	0	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
1959	10006102	Kjeldahl Digestor 115Vac	30	309	3501	WASTERWATER PLANT	WW Treatment	1/30/2002	1,405	0	0	0	0	0	0	1,405	0	0	0	0	0	0	0	0
1960	10006103	Prec Bath Sm Coliform	30	309	3501	WASTERWATER PLANT	WW Treatment	2/22/2002	689	0	0	0	0	0	0	689	0	0	0	0	0	0	0	0
1961	10006104	Portable Sampler	30	309	3501	WASTERWATER PLANT	WW Treatment	12/1/2000	5,655	0	0	0	0	0	0	5,655	0	0	0	0	0	0	0	0
1962	10006107	Lift Sta 2P - 605 Riverside Dr	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/17/2005	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
1963	10006108	Lift Sta 2P Design For Standby Generator	20	209	3502	WW COLLECTION AND REUSE	General	8/17/2005	357	0	0	0	0	0	0	0	0	0	0	0	0	0	0	357
1964	10006109	Lift Sta 2P Permit Fee	20	209	3502	WW COLLECTION AND REUSE	General	11/2/2005	125	0	0	0	0	0	0	0	0	0	0	0	0	0	0	125
1965	10006110	Lift Sta 2P	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/22/2006	470	0	0	0	0	0	0	0	188	282	0	0	0	0	0	0
1966	10006111	Lift Sta 2P	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/22/2006	470	0	0	0	0	0	0	0	188	282	0	0	0	0	0	0
1967	10006112	Lift Sta 2P - Construction - Censtate -	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/11/2008	8,000	0	0	0	0	0	0	0	3,193	4,807	0	0	0	0	0	0
1968	10006113	Lift Sta 3P - 252 Riverside Drive	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/17/2005	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
1969	10006114	Lift Sta 3P Design For Standby Generator	20	209	3502	WW COLLECTION AND REUSE	General	8/17/2005	357	0	0	0	0	0	0	0	0	0	0	0	0	0	0	357
1970	10006115	Lift Sta 3P Permit Fee	20	209	3502	WW COLLECTION AND REUSE	General	11/2/2005	125	0	0	0	0	0	0	0	0	0	0	0	0	0	0	125
1971	10006116	Lift Sta 3P	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/22/2006	470	0	0	0	0	0	0	0	188	282	0	0	0	0	0	0
1972	10006117	Lift Sta 3P	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/22/2006	470	0	0	0	0	0	0	0	188	282	0	0	0	0	0	0
1973	10006118	Lift Sta 5P - 812 Riverside Drive	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/17/2005	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
1974	10006119	Lift Sta 5P Design For Standby Generator	20	209	3502	WW COLLECTION AND REUSE	General	8/17/2005	357	0	0	0	0	0	0	0	0	0	0	0	0	0	0	357
1975	10006120	Lift Sta 5P Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/17/2005	50,217	0	0	0	0	0	0	0	20,041	30,176	0	0	0	0	0	0
1976	10006121	Lift Sta 5P Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	12/20/2005	18,600	0	0	0	0	0	0	0	7,423	11,177	0	0	0	0	0	0
1977	10006122	Lift Sta 5P Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	2/16/2006	13,800	0	0	0	0	0	0	0	5,507	8,293	0	0	0	0	0	0
1978	10006123	Lift Sta 5P Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/15/2006	22,949	0	0	0	0	0	0	0	9,159	13,790	0	0	0	0	0	0
1979	10006124	Lift Sta 5P Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/19/2006	6,215	0	0	0	0	0	0	0	2,480	3,735	0	0	0	0	0	0
1980	10006125	Lift Sta 5P Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/11/2006	25,076	0	0	0	0	0	0	0	10,007	15,068	0	0	0	0	0	0
1981	10006126	Lift Sta 5P Rehab/Impvmts Construction	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/13/2006	11,275	0	0	0	0	0	0	0	4,500	6,775	0	0	0	0	0	0
1982	10006127	Lift Sta 7P - 710L Alden Drive	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/17/2005	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
1983	10006128	Lift Sta 7P Design For Standby Generator	20	209	3502	WW COLLECTION AND REUSE	General	8/17/2005	357	0	0	0	0	0	0	0	0	0	0	0	0	0	0	357
1984	10006129	Lift Sta 8P - 1044 John Anderson Drive	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1970	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
1985	10006130	Lift Sta 8P Design For Standby Generator	20	209	3502	WW COLLECTION AND REUSE	General	8/17/2005	357	0	0	0	0	0	0	0	0	0	0	0	0	0	0	357
1986	10006131	Lift Sta Om - 1260 Ocean Shore Blvd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/17/2005	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
1987	10006132	Lift Sta Om Design For Standby Generator	20	209	3502	WW COLLECTION AND REUSE	General	8/17/2005	357	0	0	0	0	0	0	0	0	0	0	0	0	0	0	357
1988	10006133	Lift Sta Sc - 100 Hunters Ridge Blvd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/24/2005	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
1989	10006134	Lift Sta Sc Interior Rehab On Ls	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/24/2005	9,612	0	0	0	0	0	0	0	3,836	5,776	0	0	0	0	0	0
1990	10006135	Lift Sta Sc Fed Ex	20	209	3502	WW COLLECTION AND REUSE	General	5/24/2005	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
1991	10006136	Lift Sta Sc Eng Design For Standby Gener	20	209	3502	WW COLLECTION AND REUSE	General	2/9/2006	11,760	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11,760
1992	10006137	Lift Sta Sc Design & Engineering	20	209	3502	WW COLLECTION AND REUSE	General	2/14/2006	3,410	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,410
1993	10006138	Lift Sta Sc Eng Design For Standby	20	209	3502	WW COLLECTION AND REUSE	General	3/7/2006	2,940	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,940
1994	10006139	Lift Sta Sc Design & Engineering	20	209	3502	WW COLLECTION AND REUSE	General	3/16/2006	1,326	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,326
1995	10006140	Lift Sta Sc Shadow X-Ing #2 Pump / Inv#	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/10/2004	1,774	0	0	0	0	0	0	0	708	1,066	0	0	0	0	0	0
1996	10006141	Lift Sta Sc Parts For Shadow Crossing Pu	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/29/2004	1,338	0	0	0	0	0	0	0	534	804	0	0	0	0	0	0
1997	10006142	Lift Sta Hunters Ridge High Service Pump	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/23/2004	7,077	0	0	0	0	0	0	0	2,824	4,253	0	0	0	0	0	0
1998	10006143	Lift Sta 4P - 205 Seminole Drive	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1980	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
1999	10006144	Lift Sta Tm - 83 Tomoka Meadows Blvd	20	209	3501	WASTERWATER PLANT	WW T&C	10/1/1973	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2000	10006168	Wtr Main Pine Tree Drive	20	208	3301	WATER PLANT	W T&D	9/20/2005	250	0	0	74	176	0	0	0	0	0	0	0	0	0	0	0	0
2001	10006169	Permits	20	208	3301	WATER PLANT	General	9/20/2005	250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	250	0
2002	10006170	Consulting Services	20	208	3301	WATER PLANT	General	9/7/2005	641	0	0	0	0	0	0	0	0	0	0	0	0	0	0	641	0
2003	10006171	Permits	20	208	3301	WATER PLANT	General	8/5/2005	250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	250	0
2004	10006172	Design Of Pine Tree Drive	20	208	3301	WATER PLANT	General	9/19/2005	641	0	0	0	0	0	0	0	0	0	0	0	0	0	0	641	0
2005	10006173	Work Authorization For Design Of Pine Tr	20	208	3301	WATER PLANT	General	9/30/2005	1,425	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,425	0
2006	10006174	Work Authorization For Design Of Pine Tr	20	208	3301	WATER PLANT	General	12/29/2005	8,968	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,968	0
2007	10006175	Work Authorization For Design Of Pine Tr	20	208	3301	WATER PLANT	General	2/1/2006	6,405	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6,405	0
2008	10006176	Work Authorization For Design Of Pine Tr	20	208	3301	WATER PLANT	General	2/16/2006	3,939	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,939	0
2009	10006177	Work Authorization For Geotechnical Expl	20	208	3301	WATER PLANT	General	3/13/2006	2,560	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,560	0
2010	10006178	Work Authorization For Design Of Pine Tr	20	208	3301	WATER PLANT	General	5/22/2006	1,841	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,841	0
2011	10006179	Work Authorization For Design Of Pine Tr	20	208	3301	WATER PLANT	General	5/22/2006	3,630	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,630	0
2012	10006180	Work Authorization For Design Of Pine Tr	20	208	3301	WATER PLANT	General	5/22/2006	2,503	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,503	0
2013	10006181	Effluent Mainland Reuse - 401 N Beach St	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1990	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
2014	10006182	Effluent Mainland Reuse Fed Ex	20	209	3502	WW COLLECTION AND REUSE	General	2/22/2005	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0
2015	10006183	Effluent Mainland Reuse Consulting Servi	20	209	3502	WW COLLECTION AND REUSE	General	1/2/2005	4,867	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,867	0
2016	10006184	Effluent Mainland Reuse Fed Ex	20	209	3502	WW COLLECTION AND REUSE	General	4/26/2005	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	0
2017	10006185	Effluent Mainland Reuse Legal Ad	20	209	3502	WW COLLECTION AND REUSE	General	1/7/2001	52	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52	0
2018	10006186	Effluent Mainland Reuse Eng Design For S	20	209	3502	WW COLLECTION AND REUSE	General	7/6/2005	4,725	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,725	0
2019	10006187	Effluent Mainland Reuse Vfd Controller P	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/5/2005	6,329	0	0	0	0	0	0	0	2,526	3,803	0	0	0	0	0	0	0
2020	10006188	Effluent Mainland Reuse Permit For Rehab	20	209	3502	WW COLLECTION AND REUSE	General	12/29/2004	250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	250	0
2021	10006189	Effluent Mainland Reuse Copies Of Prints	20	209	3502	WW COLLECTION AND REUSE	General	3/31/2005	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60	0
2022	10006190	Effluent Mainland Reuse Eng Services	20	209	3502	WW COLLECTION AND REUSE	General	11/7/2002	497	0	0	0	0	0	0	0	0	0	0	0	0	0	0	497	0
2023	10006191	Effluent Mainland Reuse Pump Station	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/14/1994	17,325	0	0	0	0	0	0	0	6,914	10,411	0	0	0	0	0	0	0
2024	10006195	Ww Force Main Us 1	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2005	7,026	0	0	0	0	0	0	0	2,804	4,222	0	0	0	0	0	0	0
2025	10006196	Ww Force Main N Us 1-Geotechnical Explor	20	209	3502	WW COLLECTION AND REUSE	General	2/1/2006	2,028	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,028	0
2026	10006197	Ww Force Main N Us 1-Geotechnical Explor	20	209	3502	WW COLLECTION AND REUSE	General	2/1/2006	795	0	0	0	0	0	0	0	0	0	0	0	0	0	0	795	0
2027	10006198	Ww Force Main N Us 1-Design Services For	20	209	3502	WW COLLECTION AND REUSE	General	2/9/2006	14,052	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14,052	0
2028	10006199	Ww Force Main N Us 1-Design Services For	20	209	3502	WW COLLECTION AND REUSE	General	5/15/2006	17,255	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17,255	0
2029	10006200	Ww Force Main N Us 1-Design Services For	20	209	3502	WW COLLECTION AND REUSE	General	5/15/2006	5,850	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,850	0
2030	10006201	Ww Force Main N Us 1-Design Services For	20	209	3502	WW COLLECTION AND REUSE	General	8/21/2006	735	0	0	0	0	0	0	0	0	0	0	0	0	0	0	735	0
2031	10006202	Ww Force Main N Us 1-Const Materials & T	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/31/2006	516	0	0	0	0	0	0	0	206	310	0	0	0	0	0	0	0
2032	10006203	Ww Force Main N Us 1-Const Materials & T	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2006	154	0	0	0	0	0	0	0	61	93	0	0	0	0	0	0	0
2033	10006204	Ww Force Main N Us 1-Const Materials & T	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/23/2006	860	0	0	0	0	0	0	0	343	517	0	0	0	0	0	0	0
2034	10006205	Ww Force Main N Us 1-Eng-Mckim-6 Invoice	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/6/2008	11,825	0	0	0	0	0	0	0	4,719	7,106	0	0	0	0	0	0	0
2035	10006206	Ww Force Main N Us 1-Eng-Q Hampton-2 Inv	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/2/2008	48,688	0	0	0	0	0	0	0	19,431	29,257	0	0	0	0	0	0	0
2036	10006207	Ww Force Main N Us 1-Const Masci 4 Invoi	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2007	471,187	0	0	0	0	0	0	0	188,043	283,143	0	0	0	0	0	0	0
2037	10006208	Ww Force Main N Us 1-Eng-Q Hampton-Multi	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/7/2007	30,799	0	0	0	0	0	0	0	12,291	18,508	0	0	0	0	0	0	0
2038	10006209	Ww Force Main Us 1 & Wilmette - Const -	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2006	858,036	0	0	0	0	0	0	0	342,429	515,607	0	0	0	0	0	0	0
2039	10006211	Gen 04 Atlas Capco 200 Kw Trailer/Genera	30	302	3301	WATER PLANT	General	9/30/2005	54,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	54,000	0
2040	10006212	Gen 125 Kw Atlas Copco 125 Kw Trailer/Ge	30	302	3302	WATER DISTRIBUTION	General	11/9/2004	47,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000	0
2041	10006213	Ww Tymber Creek/Airport Rd Utility Reloc	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/2/2005	250	0	0	0	0	0	0	0	100	150	0	0	0	0	0	0	0
2042	10006214	Copies	20	209	3502	WW COLLECTION AND REUSE	General	10/19/2005	376	0	0	0	0	0	0	0	0	0	0	0	0	0	0	376	0
2043	10006215	Wastewater Permits	20	208	3302	WATER DISTRIBUTION	General	11/1/2005	250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	250	0
2044	10006227	Rst 06 Sterling 14-16 Yard Dump Truck	30	303	3301	WATER PLANT	General	1/13/2006	102,245	0	0	0	0	0	0	0	0	0	0	0	0	0	0	102,245	0
2045	10006228	Rst 06 Sterling 14-16 Yard Dump Truck	30	303	3501	WASTERWATER PLANT	Indirect	1/13/2006	102,245	0	0	0	0	0	0	0	0	0	0	0	0	0	102,245	0	0
2046	10006230	Lift Sta 5M - 900 W Granada - Misners Br	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/1989	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
2047	10006231	Land Lift Sta 5M Misner'S Branch Puchase	70	701	3502	WW COLLECTION AND REUSE	WW T&C	9/30/1989	141,375	0	0	0	0	0	0	0	56,421	84,954	0	0	0	0	0	0	0
2048	10006232	Land 5M Misners Branch Lnd-Adj Cost Imp	70	701	3502	WW COLLECTION AND REUSE	WW T&C	9/30/1992	16,483	0	0	0	0	0	0	0	6,578	9,905	0	0	0	0	0	0	0
2049	10006233	Lift Sta 5M Pump For Station	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/28/2005	9,847	0	0	0	0	0	0	0	3,930	5,917	0	0	0	0	0	0	0
2050	10006234	Land Cardinal Dr Future Use Storage Tank	70	701	3301	WATER PLANT	W Treatment	8/14/1996	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2051	10006235	Land Water System/Titus Purchase/10 Lots	70	701	3301	WATER PLANT	W Treatment	8/14/1996	211,265	0	211,265	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2052	10006236	Lift Sta 7M - 901L N Beach Street	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/1/2006	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
2053	10006237	Lift Sta 7M Parts For #2 Pump	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/8/2002	2,031	0	0	0	0	0	0	0	810	1,220	0	0	0	0	0	0	0
2054	10006238	Lift Sta 3M - 401 N Beach Street (Melros	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1970	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
2055	10006239	Lift Sta 3M 10"" Submersible Motor For M	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/28/2004	10,978	0	0	0	0	0	0	0	4,381	6,597	0	0	0	0	0	0	0
2056	10006240	Lift Sta 3M Pump & Motor Reuse Pump Stat	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/13/2004	12,622	0	0	0	0	0	0	0	5,037	7,585	0	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
2057	10006241	Lift Sta Arp - 14L Sunshine Blvd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/1/2006	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2058	10006242	Lift Sta Arp Parts #2 Pump	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/29/2004	3,271	0	0	0	0	0	0	0	1,305	1,965	0	0	0	0	0	0
2059	10006243	Lift Sta Arp Sewpercoat Manholes	20	209	3501	WASTERWATER PLANT	WW T&C	9/26/2005	13,898	0	0	0	0	0	0	0	5,546	8,352	0	0	0	0	0	0
2060	10006244	Lift Sta Arp Manhole Repairs	20	209	3501	WASTERWATER PLANT	WW T&C	9/26/2005	3,220	0	0	0	0	0	0	0	1,285	1,935	0	0	0	0	0	0
2061	10006245	Lift Sta 4M1 - 1308L Overbrook Ave	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1977	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2062	10006246	Lift Sta 4M1 Flyght Parts Inv# 075411	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/22/2004	1,548	0	0	0	0	0	0	0	618	930	0	0	0	0	0	0
2063	10006247	Lift Sta Sm - 7 Sweetmeadow Ct	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1994	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2064	10006248	Lift Sta Sm Parts Inv# 075689	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/24/2004	643	0	0	0	0	0	0	0	257	386	0	0	0	0	0	0
2065	10006249	Lift Sta Sm Parts Inv# 075689	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/24/2004	145	0	0	0	0	0	0	0	58	87	0	0	0	0	0	0
2066	10006250	Lift Sta 12M - 22L Iroquois Trail	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/1/2006	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2067	10006251	Lift Sta 12M Pump Replacement	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/16/2003	3,320	0	0	0	0	0	0	0	1,325	1,995	0	0	0	0	0	0
2068	10006252	Lift Sta 1M - 699 S Beach St	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/1/2006	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2069	10006253	Land Lift Sta 1M	70	701	3502	WW COLLECTION AND REUSE	WW T&C	2/22/2001	13,056	0	0	0	0	0	0	0	5,210	7,845	0	0	0	0	0	0
2070	10006255	Sludge Holding And Handling Facility Upg	20	209	3501	WASTERWATER PLANT	WW Treatment	1/29/2002	1,465	0	0	0	0	0	0	1,465	0	0	0	0	0	0	0	0
2071	10006256	Engineering Fees	20	209	3501	WASTERWATER PLANT	WW Treatment	9/26/2002	19,608	0	0	0	0	0	0	19,608	0	0	0	0	0	0	0	0
2072	10006257	Ww Sludge Holding & Handling Facility U	20	209	3501	WASTERWATER PLANT	WW Treatment	11/10/2003	1,291	0	0	0	0	0	0	1,291	0	0	0	0	0	0	0	0
2073	10006258	Gear Box Repair	30	309	3501	WASTERWATER PLANT	WW Treatment	2/12/2004	8,493	0	0	0	0	0	0	8,493	0	0	0	0	0	0	0	0
2074	10006259	Gearbox For Post-Anoxic	30	309	3501	WASTERWATER PLANT	WW Treatment	4/26/2004	3,916	0	0	0	0	0	0	3,916	0	0	0	0	0	0	0	0
2075	10006260	Gearbox Adapter (Incl Motor Adptr & Rigi	30	309	3501	WASTERWATER PLANT	WW Treatment	9/30/2004	1,697	0	0	0	0	0	0	1,697	0	0	0	0	0	0	0	0
2076	10006261	Centrifuge Conveyor/Replace No.1 Centrif	30	305	3501	WASTERWATER PLANT	WW Treatment	5/14/2004	42,797	0	0	0	0	0	0	42,797	0	0	0	0	0	0	0	0
2077	10006262	Pump Replacement Parts	30	305	3501	WASTERWATER PLANT	WW Treatment	8/6/2003	2,990	0	0	0	0	0	0	2,990	0	0	0	0	0	0	0	0
2078	10006263	Pump Replacement Parts	30	305	3501	WASTERWATER PLANT	WW Treatment	7/11/2003	9,622	0	0	0	0	0	0	9,622	0	0	0	0	0	0	0	0
2079	10006264	Local Vfd Panel	30	309	3501	WASTERWATER PLANT	WW Treatment	6/11/2003	2,670	0	0	0	0	0	0	2,670	0	0	0	0	0	0	0	0
2080	10006265	Repair Gear Unit	30	305	3501	WASTERWATER PLANT	WW Treatment	5/29/2003	9,925	0	0	0	0	0	0	9,925	0	0	0	0	0	0	0	0
2081	10006266	Repair Centrifuge #2	30	305	3501	WASTERWATER PLANT	WW Treatment	5/29/2003	24,261	0	0	0	0	0	0	24,261	0	0	0	0	0	0	0	0
2082	10006267	Repair Centrifuge	30	305	3501	WASTERWATER PLANT	WW Treatment	3/27/2003	4,200	0	0	0	0	0	0	4,200	0	0	0	0	0	0	0	0
2083	10006268	Replace Feed Pipe*Centrifuge	30	305	3501	WASTERWATER PLANT	WW Treatment	3/27/2003	4,285	0	0	0	0	0	0	4,285	0	0	0	0	0	0	0	0
2084	10006269	Repair Centrifuge	30	305	3501	WASTERWATER PLANT	WW Treatment	3/27/2003	21,873	0	0	0	0	0	0	21,873	0	0	0	0	0	0	0	0
2085	10006270	Repair*Influent Motors #1 & #3	30	305	3501	WASTERWATER PLANT	WW Treatment	3/14/2003	10,092	0	0	0	0	0	0	10,092	0	0	0	0	0	0	0	0
2086	10006271	Hot Tap Flow Sensor 200	30	309	3501	WASTERWATER PLANT	WW Treatment	3/10/2003	2,167	0	0	0	0	0	0	2,167	0	0	0	0	0	0	0	0
2087	10006272	Monthly Centrifuge Rental	30	305	3501	WASTERWATER PLANT	OTHER	2/26/2003	15,422	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,422
2088	10006273	Replacement Grinder Pump	30	305	3501	WASTERWATER PLANT	WW Treatment	2/20/2003	6,746	0	0	0	0	0	0	6,746	0	0	0	0	0	0	0	0
2089	10006274	Replacement Grinder Pump	30	305	3501	WASTERWATER PLANT	WW Treatment	2/20/2003	6,746	0	0	0	0	0	0	6,746	0	0	0	0	0	0	0	0
2090	10006275	Centrifuge Gear Box	30	305	3501	WASTERWATER PLANT	WW Treatment	2/3/2003	29,843	0	0	0	0	0	0	29,843	0	0	0	0	0	0	0	0
2091	10006276	Monthly Centrifuge Rental	30	305	3501	WASTERWATER PLANT	OTHER	1/25/2003	15,422	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,422
2092	10006277	Eimco Chain Guard	30	309	3501	WASTERWATER PLANT	WW Treatment	1/21/2003	1,160	0	0	0	0	0	0	1,160	0	0	0	0	0	0	0	0
2093	10006278	Sludge Pump	30	305	3501	WASTERWATER PLANT	WW Treatment	1/21/2003	5,130	0	0	0	0	0	0	5,130	0	0	0	0	0	0	0	0
2094	10006279	Station Controller Pumps	30	305	3501	WASTERWATER PLANT	WW Treatment	1/17/2003	21,842	0	0	0	0	0	0	21,842	0	0	0	0	0	0	0	0
2095	10006280	Sludge Pump/Vfd Panel	30	305	3501	WASTERWATER PLANT	WW Treatment	12/27/2002	2,670	0	0	0	0	0	0	2,670	0	0	0	0	0	0	0	0
2096	10006281	Centrifuge Rental	30	305	3501	WASTERWATER PLANT	OTHER	12/26/2002	15,422	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,422
2097	10006282	Gear Assembly	30	309	3501	WASTERWATER PLANT	WW Treatment	11/28/2002	1,588	0	0	0	0	0	0	1,588	0	0	0	0	0	0	0	0
2098	10006283	Gear Assembly	30	309	3501	WASTERWATER PLANT	WW Treatment	11/27/2002	3,883	0	0	0	0	0	0	3,883	0	0	0	0	0	0	0	0
2099	10006284	Spectronic, 20+,115V	30	309	3501	WASTERWATER PLANT	WW Treatment	11/21/2002	1,348	0	0	0	0	0	0	1,348	0	0	0	0	0	0	0	0
2100	10006285	Sludge Pump Parts	30	305	3501	WASTERWATER PLANT	WW Treatment	11/13/2002	1,378	0	0	0	0	0	0	1,378	0	0	0	0	0	0	0	0
2101	10006286	Copies * Bid Contract	20	209	3501	WASTERWATER PLANT	OTHER	11/8/2002	43	0	0	0	0	0	0	0	0	0	0	0	0	0	0	43
2102	10006287	Fed Ex	20	209	3501	WASTERWATER PLANT	OTHER	10/23/2002	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
2103	10006288	Eng. Services Sludge Holding Upgrade	20	209	3501	WASTERWATER PLANT	WW Treatment	9/26/2003	8,406	0	0	0	0	0	0	8,406	0	0	0	0	0	0	0	0
2104	10006289	Eng. Services	20	209	3501	WASTERWATER PLANT	WW Treatment	7/25/2003	10,413	0	0	0	0	0	0	10,413	0	0	0	0	0	0	0	0
2105	10006290	Eng Services Fac Upgrade	20	209	3501	WASTERWATER PLANT	WW Treatment	6/2/2003	10,480	0	0	0	0	0	0	10,480	0	0	0	0	0	0	0	0
2106	10006291	Eng Services Fac Upgrade	20	209	3501	WASTERWATER PLANT	WW Treatment	3/21/2003	11,115	0	0	0	0	0	0	11,115	0	0	0	0	0	0	0	0
2107	10006292	Eng Services Fac Upgrade	20	209	3501	WASTERWATER PLANT	WW Treatment	11/25/2002	4,689	0	0	0	0	0	0	4,689	0	0	0	0	0	0	0	0
2108	10006293	Pmt #14	20	209	3501	WASTERWATER PLANT	GENERAL	9/30/2003	9,408	0	0	0	0	0	0	0	0	0	0	0	0	0	9,408	0
2109	10006294	Pmt #15 Final	20	209	3501	WASTERWATER PLANT	GENERAL	9/30/2003	23,395	0	0	0	0	0	0	0	0	0	0	0	0	0	23,395	0
2110	10006295	Pmt #13	20	209	3501	WASTERWATER PLANT	GENERAL	7/25/2003	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0	5,000	0
2111	10006296	Pmt #12	20	209	3501	WASTERWATER PLANT	GENERAL	6/30/2003	23,549	0	0	0	0	0	0	0	0	0	0	0	0	0	23,549	0
2112	10006297	Eng. Services	20	209	3501	WASTERWATER PLANT	WW Treatment	6/10/2003	50	0	0	0	0	0	0	50	0	0	0	0	0	0	0	0
2113	10006298	Pmt #11	20	209	3501	WASTERWATER PLANT	GENERAL	6/4/2003	66,572	0	0	0	0	0	0	0	0	0	0	0	0	0	66,572	0
2114	10006299	Pmt #10	20	209	3501	WASTERWATER PLANT	GENERAL	4/30/2003	22,248	0	0	0	0	0	0	0	0	0	0	0	0	0	22,248	0
2115	10006300	Pmt #9	20	209	3501	WASTERWATER PLANT	GENERAL	4/3/2003	6,340	0	0	0	0	0	0	0	0	0	0	0	0	0	6,340	0
2116	10006301	Eng Services	20	209	3501	WASTERWATER PLANT	WW Treatment	3/13/2003	50	0	0	0	0	0	0	50	0	0	0	0	0	0	0	0
2117	10006302	Pmt #8	20	209	3501	WASTERWATER PLANT	GENERAL	2/28/2003	6,960	0	0	0	0	0	0	0	0	0	0	0	0	0	6,960	0
2118	10006303	Pmt #7	20	209	3501	WASTERWATER PLANT	GENERAL	1/31/2003	146,777	0	0	0	0	0	0	0	0	0	0	0	0	0	146,777	0
2119	10006304	Eng Services	20	209	3501	WASTERWATER PLANT	WW Treatment	1/14/2003	72	0	0	0	0	0	0	72	0	0	0	0	0	0	0	0
2120	10006305	Pmt #6	20	209	3501	WASTERWATER PLANT	GENERAL	12/31/2002	28,000	0	0	0	0	0	0	0	0	0	0	0	0	0	28,000	0
2121	10006306	Eng Service	20	209	3501	WASTERWATER PLANT	WW Treatment	11/27/2002	60	0	0	0	0	0	0	60	0	0	0	0	0	0	0	0
2122	10006307	Pmt #5	20	209	3501	WASTERWATER PLANT	GENERAL	11/26/2002	58,652	0	0	0	0	0	0	0	0	0	0	0	0	0	58,652	0
2123	10006308	Eng Services	20	209	3501	WASTERWATER PLANT	WW Treatment	11/25/2002	119	0	0	0	0	0	0	119	0	0	0	0	0	0	0	0
2124	10006309	Pmt #4	20	209	3501	WASTERWATER PLANT	GENERAL	10/31/2002	37,127	0	0	0	0	0	0	0	0	0	0	0	0	0	37,127	0
2125	10006310	System Upgrade Gear Reducers*Materials	30	309	3501	WASTERWATER PLANT	WW Treatment	6/27/2000	38,737	0	0	0	0	0	0	38,737	0	0	0	0	0	0	0	0
2126	10006311	Recycle Pump Control #1&2 60 Hp Ac Drive	30	305	3501	WASTERWATER PLANT	WW Treatment	7/30/2001	5,859	0	0	0	0	0	0	5,859	0	0	0	0	0	0	0	0
2127	10006312	Ss-Reuse Pump Packing Gland	30	305	3501	WASTERWATER PLANT	GENERAL	7/18/2001	553	0	0	0	0	0	0	0	0	0	0	0	0	0	553	0
2128	10006313	Install & Testing Of Maple Systems Eff P	30	305	3501	WASTERWATER PLANT	WW Treatment	6/19/2001	2,500	0	0	0	0	0	0	2,500	0	0	0	0	0	0	0	0
2129	10006314	Repair Effluent Chamber Labor/Materials	20	209	3501	WASTERWATER PLANT	WW Treatment	6/12/2001	1,650	0	0	0	0	0	0	1,650	0	0	0	0	0	0	0	0
2130	10006315	Gear Reducer For 75 Hp Carrousel System	30	309	3501	WASTERWATER PLANT	WW Treatment	6/8/2001	37,569	0	0	0	0	0	0	37,569	0	0	0	0	0	0	0	0
2131	10006316	Screw Pump Repairs Upper & Lower Bearing	30	305	3501	WASTERWATER PLANT	GENERAL	4/9/2001	5,515	0	0	0	0	0	0	0	0	0	0	0	0	0	5,515	0
2132	10006317	Cast Iron Impellar W/Ss Wear-4 Wear Ring	30	309	3501	WASTERWATER PLANT	GENERAL	3/9/2001	4,438	0	0	0	0	0	0	0	0	0	0	0	0	0	4,438	0
2133	10006318	Ecometrics Autovalve & Remote Meter Pane	30	309	3501	WASTERWATER PLANT	GENERAL	2/22/2001	10,650	0	0	0	0	0	0	0	0	0	0	0	0	0	10,650	0
2134	10006319	Odor Control Unit	30	309	3501	WASTERWATER PLANT	WW Treatment	2/2/2001	24,302	0	0	0	0	0	0	24,302	0	0	0	0	0	0	0	0
2135	10006320	Oil Seals	30	309	3501	WASTERWATER PLANT	WW Treatment	12/12/2000	1,254	0	0	0	0	0	0	1,254	0	0	0	0	0	0	0	0
2136	10006321	Filter Sand	30	309	3501	WASTERWATER PLANT	WW Treatment	12/8/2000	2,632	0	0	0	0	0	0	2,632	0	0	0	0	0	0	0	0
2137	10006322	Monorail Repair/Chlorine Bldg	20	209	3501	WASTERWATER PLANT	WW Treatment	8/22/2001	2,910	0	0	0	0	0	0	2,910	0	0	0	0	0	0	0	0
2138	10006323	Tailroll & Tailroll Bushings	20	209	3501	WASTERWATER PLANT	WW Treatment	11/5/2001	2,537	0	0	0	0	0	0	2,537	0	0	0	0	0	0	0	0
2139	10006324	Digital Entry Slide Gate	20	209	3501	WASTERWATER PLANT	WW Treatment	1/31/2002	6,479	0	0	0	0	0	0	6,479	0	0	0	0	0	0	0	0
2140	10006325	Payment 3	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2002	70,600	0	0	0	0	0	0	70,600	0	0	0	0	0	0	0	0
2141	10006326	Geotech. Eval For Sludge Handling Facil.	20	209	3501	WASTERWATER PLANT	OTHER	9/29/2001	1,468	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,468
2142	10006327	Sludge Holding & Handling Upgrades	20	209	3501	WASTERWATER PLANT	WW Treatment	9/28/2001	35,304	0	0	0	0	0	0	35,304	0	0	0	0	0	0	0	0
2143	10006328	Variale Frequency Assy.	20	209	3501	WASTERWATER PLANT	GENERAL	11/1/2002	47,230	0	0	0	0	0	0	0	0	0	0	0	0	0	47,230	0
2144	10006329	Fed Ex	20	209	3501	WASTERWATER PLANT	OTHER	10/28/2003	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
2145	10006330	Engineering Service	20	209	3501	WASTERWATER PLANT	WW Treatment	4/24/2002	1,956	0	0	0	0	0	0	1,956	0	0	0	0	0	0	0	0
2146	10006331	Engineering Service	20	209	3501	WASTERWATER PLANT	WW Treatment	4/24/2002	1,956	0	0	0	0	0	0	1,956	0	0	0	0	0	0	0	0
2147	10006332	Facility Upgrade	20	209	3501	WASTERWATER PLANT	WW Treatment	8/26/2000	7,839	0	0	0	0	0	0	7,839	0	0	0	0	0	0	0	0
2148	10006333	Engineering Service	20	209	3501	WASTERWATER PLANT	WW Treatment	6/23/2000	7,295	0	0	0	0	0	0	7,295	0	0	0	0	0	0	0	0
2149	10006334	Ww Sluge Holding Facility Upgrade	20	209	3501	WASTERWATER PLANT	WW Treatment	6/23/2000	15,134	0	0	0	0	0	0	15,134	0	0	0	0	0	0	0	0
2150	10007149	Veh 06 Ford Escape 4X4	40	401	3301	WATER PLANT	GENERAL	5/10/2006	15,378	0	0	0	0	0	0	0	0	0	0	0	0	0	15,378	0
2151	10007169	Rst 06 Yale Forklift Glp060Vx 4 Wheel	30	303	3301	WATER PLANT	GENERAL	7/24/2006	20,392	0	0	0	0	0	0	0	0	0	0	0	0	0	20,392	0
2152	10007170	Rst 06 Option #G12020 Sideshifter	40	404	3301	WATER PLANT	GENERAL	8/2/2006	534	0	0	0	0	0	0	0	0	0	0	0	0	0	534	0
2153	10007171	Rst 06 Option #G2100X Control Valve	40	404	3301	WATER PLANT	GENERAL	8/2/2006	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2154	10007172	Rst 06 Option #G2221X Headlights/Rwl	40	404	3301	WATER PLANT	GENERAL	8/2/2006	225	0	0	0	0	0	0	0	0	0	0	0	0	0	225	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
2155	10007173	Rst 06 Option #00331, Diesel Engine	40	404	3301	WATER PLANT	GENERAL	8/2/2006	2,550	0	0	0	0	0	0	0	0	0	0	0	0	0	2,550	0
2156	10007174	Rst 06 Option #2043X, Full Susp Seat	40	404	3301	WATER PLANT	GENERAL	8/2/2006	198	0	0	0	0	0	0	0	0	0	0	0	0	0	198	0
2157	10007175	Rst 06 Option #14403 Hose Take Up	40	404	3301	WATER PLANT	GENERAL	8/2/2006	390	0	0	0	0	0	0	0	0	0	0	0	0	0	390	0
2158	10007176	Rst 06 Option #15908, 48"" Forks	40	404	3301	WATER PLANT	GENERAL	8/2/2006	39	0	0	0	0	0	0	0	0	0	0	0	0	0	39	0
2159	10007177	Rst 06 Option #2250X, Strobe Light	40	404	3301	WATER PLANT	GENERAL	8/2/2006	213	0	0	0	0	0	0	0	0	0	0	0	0	0	213	0
2160	10007178	It-Neptune Ut Handheld Mtr Read Units W/	30	308	1302	UTILITY BILLING	GENERAL	11/10/2006	7,000	0	0	0	0	0	0	0	0	0	0	0	0	0	7,000	0
2161	10007179	It-Neptune, Dap, Rf Receiver For Ce5320X	30	308	1302	UTILITY BILLING	GENERAL	11/10/2006	3,000	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000	0
2162	10007180	It-Neptune, Dap Ce5320X Equinox On-Site	30	308	1302	UTILITY BILLING	GENERAL	11/14/2006	2,800	0	0	0	0	0	0	0	0	0	0	0	0	0	2,800	0
2163	10007181	It-Neptune, Dap Universal Cradle For Ce5	30	308	1302	UTILITY BILLING	GENERAL	11/10/2006	1,050	0	0	0	0	0	0	0	0	0	0	0	0	0	1,050	0
2164	10007182	It-Neptune, Advantage Ii Cordless Readin	30	308	1302	UTILITY BILLING	GENERAL	11/10/2006	1,996	0	0	0	0	0	0	0	0	0	0	0	0	0	1,996	0
2165	10007183	It-Neptune Ut Handheld Mtr Read Unit Sof	30	308	1302	UTILITY BILLING	GENERAL	10/23/2007	5,475	0	0	0	0	0	0	0	0	0	0	0	0	0	5,475	0
2166	10007184	It-Neptune Ut Handheld Mtr Read Unit Sof	30	308	1302	UTILITY BILLING	GENERAL	10/23/2007	5,475	0	0	0	0	0	0	0	0	0	0	0	0	0	5,475	0
2167	10007185	It-Neptune Ut Handheld Mtr Read Unit Sof	30	308	1302	UTILITY BILLING	GENERAL	10/23/2007	5,475	0	0	0	0	0	0	0	0	0	0	0	0	0	5,475	0
2168	10007214	Vise Plate For Right Rear Of Serv Body-D	40	404	3301	WATER PLANT	GENERAL	8/8/2007	150	0	0	0	0	0	0	0	0	0	0	0	0	0	150	0
2169	10007215	Trailer Towing Package	40	404	3301	WATER PLANT	GENERAL	8/8/2007	680	0	0	0	0	0	0	0	0	0	0	0	0	0	680	0
2170	10007216	Backup Alarm	30	309	3301	WATER PLANT	GENERAL	8/8/2007	105	0	0	0	0	0	0	0	0	0	0	0	0	0	105	0
2171	10007217	Electric Brake Controller	30	309	3301	WATER PLANT	GENERAL	8/8/2007	460	0	0	0	0	0	0	0	0	0	0	0	0	0	460	0
2172	10007218	Spray On Bed Liner For Service Body And	40	404	3301	WATER PLANT	GENERAL	8/8/2007	945	0	0	0	0	0	0	0	0	0	0	0	0	0	945	0
2173	10007219	Standard Wide Service Body For Single Wh	40	404	3301	WATER PLANT	GENERAL	8/8/2007	4,900	0	0	0	0	0	0	0	0	0	0	0	0	0	4,900	0
2174	10007322	It-Scada System For W-Ww-Base Asset	20	208	3301	WATER PLANT	W Treatment	1/1/1970	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
2175	10007323	It-Scada System-Ethernet	20	208	3301	WATER PLANT	W Treatment	6/19/2007	717	0	0	717	0	0	0	0	0	0	0	0	0	0	0	0
2176	10007324	It-Scada System-Engineering Services	20	208	3301	WATER PLANT	W Treatment	4/14/2007	17,800	0	17,800	0	0	0	0	0	0	0	0	0	0	0	0	0
2177	10007325	It-Scada System-Engineering Services	20	208	3301	WATER PLANT	W Treatment	6/9/2007	3,559	0	3,559	0	0	0	0	0	0	0	0	0	0	0	0	0
2178	10007326	It Scada System Upgrade	20	208	3301	WATER PLANT	W Treatment	9/30/2007	125,724	0	125,724	0	0	0	0	0	0	0	0	0	0	0	0	0
2179	10007327	It-Scada Telemetry - Master Radio(Under	30	308	3301	WATER PLANT	W Treatment	8/22/2005	5,860	0	5,860	0	0	0	0	0	0	0	0	0	0	0	0	0
2180	10007328	It Scada System Upgrade For New Plant	30	308	3301	WATER PLANT	W Treatment	6/3/2008	522,599	0	522,599	0	0	0	0	0	0	0	0	0	0	0	0	0
2181	10007329	It-Scada System-Engineering Services	20	208	3301	WATER PLANT	W Treatment	9/30/2007	17,776	0	17,776	0	0	0	0	0	0	0	0	0	0	0	0	0
2182	10007330	Scada System Upgrade*Y2K	20	209	3501	WASTERWATER PLANT	WW Treatment	2/25/2000	51,667	0	0	0	0	0	0	51,667	0	0	0	0	0	0	0	0
2183	10007331	Scada System Upgrade*Y2K	20	208	3301	WATER PLANT	W Treatment	2/25/2000	51,667	0	51,667	0	0	0	0	0	0	0	0	0	0	0	0	0
2184	10007332	Ww Force Main Tymber Creek	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/31/2006	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
2185	10007333	Ww Force Main Tymber Creek Geotechnical	20	209	3502	WW COLLECTION AND REUSE	GENERAL	10/31/2006	2,302	0	0	0	0	0	0	0	0	0	0	0	0	0	2,302	0
2186	10007334	Ww Force Main Tymber Creek Geotechnical	20	209	3502	WW COLLECTION AND REUSE	GENERAL	9/30/2006	688	0	0	0	0	0	0	0	0	0	0	0	0	0	688	0
2187	10007335	Ww Force Main Tymber Ck-Fl Contract-4 In	20	209	3502	WW COLLECTION AND REUSE	WW T&C	2/22/2008	287,056	0	0	0	0	0	0	0	114,560	172,496	0	0	0	0	0	0
2188	10007336	Ww Force Main Tymber Ck-Eng-Qhampton-3 I	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/17/2008	17,680	0	0	0	0	0	0	0	7,056	10,624	0	0	0	0	0	0
2189	10007337	Ww Force Main Tymber Ck-Eng-Nodarse-3 In	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/30/2007	1,125	0	0	0	0	0	0	0	449	676	0	0	0	0	0	0
2190	10007338	Ww Force Main Tymber Ck-Const-Flentrct 2	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2007	108,063	0	0	0	0	0	0	0	43,126	64,937	0	0	0	0	0	0
2191	10007339	Ww Force Main Tymber Ck-Engineering Malt	20	209	3502	WW COLLECTION AND REUSE	GENERAL	4/5/2007	21,086	0	0	0	0	0	0	0	0	0	0	0	0	0	21,086	0
2192	10007340	Ww Wastewater Collection Lines -Base Ass	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/1/1950	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2193	10007341	Ww Us 1 Ww Collection Lines	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/4/2007	8,602	0	0	0	0	0	0	0	3,433	5,169	0	0	0	0	0	0
2194	10007342	Wtr Main Hand Ave & Us 1 Relocation	20	208	3302	WATER DISTRIBUTION	W T&D	9/6/2007	24,975	0	0	0	7,402	17,573	0	0	0	0	0	0	0	0	0	0
2195	10007343	Land Public Utilities - Deposit - 501 N	70	701	3501	WASTERWATER PLANT	WW Treatment	6/1/2007	5,000	0	0	0	0	0	0	5,000	0	0	0	0	0	0	0	0
2196	10007344	Land Public Utilities - Vacant - 501 N O	70	701	3501	WASTERWATER PLANT	WW Treatment	9/11/2007	293,133	0	0	0	0	0	0	293,133	0	0	0	0	0	0	0	0
2197	10007345	Land Public Utilities - Velic Appraisal	70	701	3501	WASTERWATER PLANT	WW Treatment	9/28/2007	625	0	0	0	0	0	0	625	0	0	0	0	0	0	0	0
2198	10007346	Land Public Utilities - Advalorem Prop T	70	701	3501	WASTERWATER PLANT	WW Treatment	9/22/2007	4,052	0	0	0	0	0	0	4,052	0	0	0	0	0	0	0	0
2199	10007347	Land Public Utilities - Velic Appraisal	70	701	3501	WASTERWATER PLANT	WW Treatment	6/22/2007	1,800	0	0	0	0	0	0	1,800	0	0	0	0	0	0	0	0
2200	10007348	Well 1 Division Well Field - #7 - #21 Di	20	208	3301	WATER PLANT	W SUPPLY	1/1/1990	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2201	10007349	Well #13 & 15 - Division Ave - Rtu Repla	20	208	3301	WATER PLANT	W SUPPLY	5/7/2007	3,850	3,850	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2202	10007350	Well #8, 9, 10, 11 - Division Ave-Rtu Re	20	208	3301	WATER PLANT	W SUPPLY	5/7/2007	3,850	3,850	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2203	10007351	Submersible Pump Replacement For Well #1	30	305	3301	WATER PLANT	W SUPPLY	11/30/2000	1,461	1,461	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2204	10007352	Well #18 Jefferson St	20	208	3301	WATER PLANT	W SUPPLY	11/30/2000	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2205	10007353	Propeller Meter Assy/5	30	309	3301	WATER PLANT	W Treatment	8/25/2000	5,723	0	5,723	0	0	0	0	0	0	0	0	0	0	0	0	0
2206	10007354	Wellfield Rehab	20	208	3301	WATER PLANT	W SUPPLY	9/12/2000	2,340	2,340	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2207	10007355	Data Collection & Well Design	20	208	3301	WATER PLANT	W SUPPLY	3/2/2001	26,548	26,548	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2208	10007356	Eng Services	20	208	3301	WATER PLANT	GENERAL	1/31/2001	35,794	0	0	0	0	0	0	0	0	0	0	0	0	0	35,794	0
2209	10007357	Pmt #6 Final	20	208	3301	WATER PLANT	GENERAL	1/31/2001	1,622	0	0	0	0	0	0	0	0	0	0	0	0	0	1,622	0
2210	10007358	Legal Ad	20	208	3301	WATER PLANT	GENERAL	4/15/2001	92	0	0	0	0	0	0	0	0	0	0	0	0	0	92	0
2211	10007359	Permit Fees	20	208	3301	WATER PLANT	GENERAL	8/6/2001	500	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
2212	10007360	Prof Services	20	208	3301	WATER PLANT	GENERAL	9/28/2001	8,863	0	0	0	0	0	0	0	0	0	0	0	0	0	8,863	0
2213	10007361	Admin/Inspectin Fees	20	208	3301	WATER PLANT	GENERAL	10/16/2001	1,226	0	0	0	0	0	0	0	0	0	0	0	0	0	1,226	0
2214	10007362	Density Test	20	208	3301	WATER PLANT	GENERAL	10/31/2001	122	0	0	0	0	0	0	0	0	0	0	0	0	0	122	0
2215	10007363	Pmt #1	20	208	3301	WATER PLANT	GENERAL	10/15/2001	4,431	0	0	0	0	0	0	0	0	0	0	0	0	0	4,431	0
2216	10007364	Well 13&15 Pmt 1	20	208	3301	WATER PLANT	W SUPPLY	10/15/2001	4,431	4,431	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2217	10007365	Well 13 & 15 Pmt #2	20	208	3301	WATER PLANT	W SUPPLY	11/15/2001	31,045	31,045	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2218	10007366	Payment #2 (Diff Dept)	20	208	3301	WATER PLANT	GENERAL	11/15/2001	31,045	0	0	0	0	0	0	0	0	0	0	0	0	0	31,045	0
2219	10007367	Prof Services	20	208	3301	WATER PLANT	GENERAL	12/7/2001	10,410	0	0	0	0	0	0	0	0	0	0	0	0	0	10,410	0
2220	10007368	Well 13 & 15 Pmt #3	20	208	3301	WATER PLANT	W SUPPLY	12/15/2001	41,650	41,650	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2221	10007369	Well 13 & 15 Pmt #3(Diff Dept)	20	208	3301	WATER PLANT	W SUPPLY	12/15/2001	41,650	41,650	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2222	10007370	Engin. Services	20	208	3301	WATER PLANT	GENERAL	1/15/2002	100,035	0	0	0	0	0	0	0	0	0	0	0	0	0	100,035	0
2223	10007371	Eng. Services	20	208	3301	WATER PLANT	GENERAL	4/8/2002	4,082	0	0	0	0	0	0	0	0	0	0	0	0	0	4,082	0
2224	10007372	Division Avenue Wellfield Rehabilitation	20	208	3301	WATER PLANT	W SUPPLY	11/5/2003	1,753	1,753	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2225	10007373	Division Avenue Wellfield Rehabilitation	20	208	3301	WATER PLANT	W SUPPLY	1/27/2004	4,600	4,600	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2226	10007374	Division Avenue Wellfield Rehabilitation	20	208	3301	WATER PLANT	W SUPPLY	4/6/2004	4,003	4,003	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2227	10007375	Construction Services For Division Ave W	20	208	3301	WATER PLANT	W SUPPLY	5/12/2004	76,708	76,708	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2228	10007376	Division Avenue Wellfield Rehabilitation	20	208	3301	WATER PLANT	W SUPPLY	5/19/2004	3,221	3,221	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2229	10007377	Division Avenue Wellfield Rehabilitation	20	208	3301	WATER PLANT	W SUPPLY	6/15/2004	7,662	7,662	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2230	10007378	Construction Services For Division Ave W	20	208	3301	WATER PLANT	W SUPPLY	6/21/2004	68,100	68,100	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2231	10007379	Well Division Ave Construction	20	208	3301	WATER PLANT	W SUPPLY	6/24/2004	9,534	9,534	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2232	10007380	Division Avenue Wellfield Rehabilitation	20	208	3301	WATER PLANT	W SUPPLY	7/7/2004	6,921	6,921	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2233	10007381	Construction Services For Division Ave W	20	208	3301	WATER PLANT	W SUPPLY	7/7/2004	82,000	82,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2234	10007382	Division Avenue Wellfield Rehabilitation	20	208	3301	WATER PLANT	W SUPPLY	8/18/2004	1,601	1,601	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2235	10007383	Construction Services For Division Ave W	20	208	3301	WATER PLANT	W SUPPLY	8/19/2004	38,092	38,092	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2236	10007384	Division Ave Wellfield Rehab, 12A & 21A	20	208	3301	WATER PLANT	W SUPPLY	8/30/2004	208	208	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2237	10007385	Division Ave Wellfield Rehab, 12A & 21A	20	208	3301	WATER PLANT	W SUPPLY	8/26/2004	60	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2238	10007386	Division Ave Wellfield Rehab, 12A & 21A	20	208	3301	WATER PLANT	W SUPPLY	8/26/2004	60	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2239	10007387	Division Avenue Wellfield Rehabilitation	20	208	3301	WATER PLANT	W SUPPLY	8/10/2004	3,382	3,382	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2240	10007388	Division Avenue Wellfield Rehabilitation	20	208	3301	WATER PLANT	W SUPPLY	9/10/2004	801	801	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2241	10007389	(1) 10 Hp 230V Model 1505100-5 6"" Motor	20	208	3301	WATER PLANT	GENERAL	6/9/2006	2,253	0	0	0	0	0	0	0	0	0	0	0	0	0	2,253	0
2242	10007390	Division Avenue Wellfield Rehabilitation	20	208	3301	WATER PLANT	W SUPPLY	10/25/2004	320	320	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2243	10007391	Utility Easement Mary Eliza Schmidt	70	701	3301	WATER PLANT	GENERAL	11/17/2003	4,064	0	0	0	0	0	0	0	0	0	0	0	0	0	4,064	0
2244	10007392	Legal Ad Public Notice	20	208	3301	WATER PLANT	GENERAL	9/28/2003	107	0	0	0	0	0	0	0	0	0	0	0	0	0	107	0
2245	10007393	Eng. Services	20	208	3301	WATER PLANT	GENERAL	9/30/2003	1,993	0	0	0	0	0	0	0	0	0	0	0	0	0	1,993	0
2246	10007394	Utility Easement Survey*Old Kings Rd	70	701	3301	WATER PLANT	W T&D	7/14/2003	200	0	0	0	59	141	0	0	0	0	0	0	0	0	0	0
2247	10007395	Eng. Services	20	208	3301	WATER PLANT	GENERAL	6/4/2003	6,133	0	0	0	0	0	0	0	0	0	0	0	0	0	6,133	0
2248	10007396	Water Permit	20	208	3301	WATER PLANT	GENERAL	8/25/2003	500	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
2249	10007397	Generator Transfer Switch	30	302	3501	WASTERWATER PLANT	GENERAL	4/10/2003	4,870	0	0	0	0	0	0	0	0	0	0	0	0	0	4,870	0
2250	10007398	Prof Services	20	208	3301	WATER PLANT	GENERAL	1/31/2005	4,000	0	0	0	0	0	0	0	0	0	0	0	0	0	4,000	0
2251	10007399	Well Field Division Ave	20	208	3301	WATER PLANT	W SUPPLY	1/31/2000	18,393	18,393	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2252	10007400	(1) 15Hp 230V Model 3855150-2 6"" Motor	20	208	3301	WATER PLANT	GENERAL	5/10/2006	2,912	0	0	0	0	0	0	0	0	0	0	0	0	0	2,912	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
2253	10007401	(3) 7 1/2 Hp 230V Model 150575-4 4"" Mot	20	208	3301	WATER PLANT	GENERAL	5/10/2006	5,584	0	0	0	0	0	0	0	0	0	0	0	0	0	5,584	0
2254	10007402	Abandon #3,4,5,7,18	20	208	3301	WATER PLANT	GENERAL	1/25/2006	16,672	0	0	0	0	0	0	0	0	0	0	0	0	0	16,672	0
2255	10007403	Abandon #3,4,5,7,18	20	208	3301	WATER PLANT	GENERAL	1/25/2006	4,737	0	0	0	0	0	0	0	0	0	0	0	0	0	4,737	0
2256	10007404	Wells-Division Ave Wellfield Rehab	20	208	3301	WATER PLANT	W SUPPLY	1/31/2000	18,393	18,393	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2257	10007405	Well 1 Division Well Field - Prop Taxes	70	701	3301	WATER PLANT	W SUPPLY	9/30/2003	1,133	1,133	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2258	10007406	Wells-Division Ave Wellfield Rehab-Multi	20	208	3301	WATER PLANT	W SUPPLY	8/14/2008	21,195	21,195	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2259	10007407	It-Work Orders-Utility Dist Only	30	308	4103	FLEET	OTHER	9/1/2007	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
2260	10007408	It-Wo Utlty Dell Pwr Srvr-Maintainitproi	30	308	3301	WATER PLANT	GENERAL	9/13/2007	5,164	0	0	0	0	0	0	0	0	0	0	0	0	0	5,164	0
2261	10007412	Fuel St For Gen - Rebar For Tanks	10	105	3501	WASTERWATER PLANT	GENERAL	10/1/2007	341	0	0	0	0	0	0	0	0	0	0	0	0	0	341	0
2262	10007434	Well 1 St40 Well Field - #22 - #28 Divis	20	208	3301	WATER PLANT	W SUPPLY	1/1/1990	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2263	10007435	Well 1 Wtp Well Field - #1 - #6 Division	20	208	3301	WATER PLANT	W SUPPLY	1/1/1990	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2264	10007436	Pump Sta Riverview Pump Station-559 S Be	20	208	3302	WATER DISTRIBUTION	W T&D	1/1/1970	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
2265	10007437	Pump Sta Melrose Reuse Station-401 N Bea	20	208	3302	WATER DISTRIBUTION	WW T&C	1/1/1990	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
2266	10007438	Pump Sta Granada Pump Station-1 N Beach	20	208	3302	WATER DISTRIBUTION	W T&D	1/1/1970	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
2267	10007439	Pump Sta Btw Irrig (Reuse) St-66 River C	20	208	3302	WATER DISTRIBUTION	WW T&C	1/1/2005	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2268	10007440	Tank-Ground Reuse Tank - 500 N Orchard S	20	209	3501	WASTERWATER PLANT	WW T&C	1/1/1996	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2269	10007441	Tank-Ground Water Tank - 100 Hunters Rdg	20	208	3301	WATER PLANT	GENERAL	1/1/1990	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
2270	10007442	Tank-Bwt Ground Water Tank - 35 Breakawa	20	208	3301	WATER PLANT	GENERAL	1/1/1986	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
2271	10007443	Tank-Bwt Elevated Water Tank - 35 Breaka	20	208	3301	WATER PLANT	GENERAL	1/1/1986	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
2272	10007444	Tank-Bwt Ground Water Tank - 35 Breakawa	20	208	3301	WATER PLANT	GENERAL	1/1/1986	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
2273	10007445	Tank-Strnd Wtr Tnk & Pump Sta-20 Standish	20	208	3301	WATER PLANT	GENERAL	1/1/1972	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
2274	10007446	Interconnect - Ob/Ith - 1732 Ridge Ave	20	208	3301	WATER PLANT	GENERAL	1/1/1983	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
2275	10007447	Interconnect - Ob/Db - 3000 N Atlantic A	20	208	3301	WATER PLANT	GENERAL	1/1/1986	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
2276	10007448	Interconnect - Ob/Db - 664 S Nova Rd	20	208	3301	WATER PLANT	GENERAL	1/1/2000	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
2277	10007449	Interconnect - Ob/Db - 425 Williamson Bl	20	208	3301	WATER PLANT	GENERAL	1/1/2007	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
2278	10007450	Interconnect Ob/Db Finished Water (Res#	20	208	3302	WATER DISTRIBUTION	W T&D	7/27/2006	51,392	0	0	15,231	36,161	0	0	0	0	0	0	0	0	0	0	0
2279	10007451	Interconnect - Ob/Ith - 585 Calle Grande	20	208	3301	WATER PLANT	GENERAL	1/1/2007	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
2280	10007474	Gen Spectrum 50Dx60 Generator Portable*T	30	302	3501	WASTERWATER PLANT	GENERAL	11/18/1997	16,607	0	0	0	0	0	0	0	0	0	0	0	0	0	16,607	0
2281	10007478	Veh 08 Chevy Silverado	40	404	1302	UTILITY BILLING	GENERAL	3/25/2008	16,918	0	0	0	0	0	0	0	0	0	0	0	0	0	16,918	0
2282	10007486	Egp 71 Allis Chal 2800 Water Pump (Stand	20	208	3302	WATER DISTRIBUTION	W T&D	6/1/1971	25,000	0	0	7,409	17,591	0	0	0	0	0	0	0	0	0	0	0
2283	10007487	Gen 89 Marathon 431Rsl2006 Generator	30	302	7201	LEISURE SERVICES	OTHER	3/14/1989	25,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25,000
2284	10007488	Gen 84 Cat 340R Generator	30	302	3301	WATER PLANT	GENERAL	1/1/1984	50,000	0	0	0	0	0	0	0	0	0	0	0	0	0	50,000	0
2285	10007490	Gen 06 Baldor 65 Kw Generator	30	302	3502	WW COLLECTION AND REUSE	WW T&C	8/24/2006	25,857	0	0	0	0	0	0	0	10,319	15,538	0	0	0	0	0	0
2286	10007491	Gen 06 Baldor 65 Kw Generator	30	302	3502	WW COLLECTION AND REUSE	WW T&C	8/24/2006	25,857	0	0	0	0	0	0	0	10,319	15,538	0	0	0	0	0	0
2287	10007492	Gen 06 Baldor 65 Kw Generator	30	302	3502	WW COLLECTION AND REUSE	WW T&C	8/24/2006	25,857	0	0	0	0	0	0	0	10,319	15,538	0	0	0	0	0	0
2288	10007493	Gen 06 Baldor 65 Kw Generator	30	302	3502	WW COLLECTION AND REUSE	WW T&C	8/24/2006	25,857	0	0	0	0	0	0	0	10,319	15,538	0	0	0	0	0	0
2289	10007494	Gen 06 Baldor 65 Kw Generator	30	302	3502	WW COLLECTION AND REUSE	WW T&C	8/24/2006	25,857	0	0	0	0	0	0	0	10,319	15,538	0	0	0	0	0	0
2290	10007495	Gen 06 Baldor 65 Kw Generator	30	302	3502	WW COLLECTION AND REUSE	WW T&C	8/24/2006	25,857	0	0	0	0	0	0	0	10,319	15,538	0	0	0	0	0	0
2291	10007496	Gen 06 Baldor 65 Kw Generator	30	302	3502	WW COLLECTION AND REUSE	WW T&C	8/24/2006	25,857	0	0	0	0	0	0	0	10,319	15,538	0	0	0	0	0	0
2292	10007497	Gen 06 Baldor 65 Kw Generator	30	302	3502	WW COLLECTION AND REUSE	WW T&C	8/24/2006	38,287	0	0	0	0	0	0	0	15,280	23,007	0	0	0	0	0	0
2293	10007498	Gen 06 Baldor 65 Kw Generator	30	302	3502	WW COLLECTION AND REUSE	WW T&C	8/24/2006	38,287	0	0	0	0	0	0	0	15,280	23,007	0	0	0	0	0	0
2294	10007527	Lift Sta 7M1 - 1417L Oak Forest Drive	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2295	10007528	Lift Sta Wwwtp - 550 N Orchard St	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2296	10007529	Lift Sta Homac - 12 Southland Road	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2297	10007530	Lift Sta Mac - 1530 N Us 1 Hwy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2298	10007531	Lift Sta 2M - 173 S Beach St	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2299	10007532	Lift Sta Bc - 17 Bear Creek Path	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2300	10007533	Lift Sta Ib - 1899 N Us 1 Hwy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2301	10007534	Lift Sta Glf - 730 Airport Rd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2302	10007535	Lift Sta Pt - 18L Ocean Pines Dr	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2303	10007536	Lift Sta Og - 9L Prairieview Ln	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2304	10007537	Lift Sta Sp - 33 Caladium Dr	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2305	10007538	Lift Sta Sr - 5 Saddlers Run	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2306	10007539	Lift Sta Pws - 2100 Airport Rd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2307	10007540	Lift Sta Fq - 2300 Airport Rd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2308	10007541	Lift Sta Towne - 1482 W Granada Blvd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2309	10007542	Lift Sta Cs - 2 Charleston Sq	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2310	10007543	Lift Sta Ayo - 600 Arroyo Pkwy	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2311	10007544	Lift Sta Lo - 717 Fleming Ave	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2312	10007545	Lift Sta Cam - 436 S Nova Rd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2313	10007546	Lift Sta So - 512L Sandy Oaks Blvd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2314	10007547	Lift Sta Sl - 500 Shadow Lakes Blvd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1970	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2315	10007548	Lift Sta 11M - 25 Stonehaven Trl	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1974	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2316	10007549	Lift Sta 10M - 150Timberline Trl	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1976	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2317	10007550	Lift Sta 9M - 391 Main Trl	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1976	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2318	10007551	Lift Sta 13M - 8L Twleve Oaks Trl	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1978	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2319	10007552	Lift Sta 8M3 - 103 River Bluff Dr	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1976	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2320	10007553	Lift Sta 8M2 - 301 River Bluff Dr	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1977	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2321	10007554	Lift Sta 8M1 - 83 N Saint Andrews Dr	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1971	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2322	10007555	Lift Sta Ol1 - 51 Ormond Lakes Blvd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1993	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2323	10007556	Lift Sta Ol2 - 90 Ormond Lakes Blvd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1997	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2324	10007557	Lift Sta Ab1 - 5 Bluewater Lake Dr	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1996	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2325	10007558	Lift Sta Ab4 - 17 Cypress Grove Ln	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1997	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2326	10007559	Lift Sta Wm - 1531 W Granada Blvd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1994	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2327	10007560	Lift Sta Hb - 211 Booth Rd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1993	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2328	10007561	Lift Sta Ab3 - 263 Blue Heron Lake Cir	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2000	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2329	10007562	Lift Sta Ab2 - 39 Beaver Lake Cir	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1999	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2330	10007563	Lift Sta Rbp - 775 Airport Rd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1990	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2331	10007564	Lift Sta Crn - 550 Williamson Blvd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2000	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2332	10007565	Lift Sta Obsc1 - 700 Hull Rd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2333	10007566	Lift Sta Obma1 - 770 Airport Rd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/1996	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2334	10007567	Lift Sta Obsc2 - 700 Hull Rd	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/1/2007	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2335	10007568	Lift Sta Obsc2 - Construction Halifax Pa	20	208	3502	WW COLLECTION AND REUSE	WW T&C	10/31/2007	37,538	0	0	0	0	0	0	0	14,981	22,557	0	0	0	0	0	0
2336	10007569	Lift Sta Obsc2 - Atlantic Electra	20	208	3502	WW COLLECTION AND REUSE	WW T&C	8/29/2007	2,954	0	0	0	0	0	0	0	1,179	1,775	0	0	0	0	0	0
2337	10007570	Force Main Lift Station	20	209	7201	LEISURE SERVICES	WW TRANSMISSION	2/5/1998	4,370	0	0	0	0	0	0	0	4,370	0	0	0	0	0	0	0
2338	10007571	It-Computer Hardware For Gis System	30	308	3301	WATER PLANT	General	8/30/2004	6,946	0	0	0	0	0	0	0	0	0	0	0	0	0	6,946	0
2339	10007572	Egp Surface (River)Water Flow Meter	30	309	3301	WATER PLANT	General	1/17/2002	1,250	0	0	0	0	0	0	0	0	0	0	0	0	0	1,250	0
2340	10007573	Ww Effluent Reuse Storage / Pumping Faci	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/30/2008	99,233	0	0	0	0	0	0	0	39,602	59,631	0	0	0	0	0	0
2341	10007574	Ww Effluent Reuse Storage / Pumping Faci	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/30/2008	1,951,205	0	0	0	0	0	0	0	778,696	1,172,510	0	0	0	0	0	0
2342	10007575	Effluent Storage-Eng-Unv Engineer-5 Invo	20	209	3502	WW COLLECTION AND REUSE	General	6/30/2008	8,181	0	0	0	0	0	0	0	0	0	0	0	0	0	8,181	0
2343	10007576	Effluent Storage-Eng-Q Hampton-7 Invoice	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/18/2008	78,465	0	0	0	0	0	0	0	31,314	47,151	0	0	0	0	0	0
2344	10007577	Effluent Storage-Eng-Q Hampton-Multiinv	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2007	144,052	0	0	0	0	0	0	0	57,489	86,563	0	0	0	0	0	0
2345	10007578	Pump Sta Nova Road & N Us 1 - 876 N Us 1	20	208	3302	WATER DISTRIBUTION	W T&D	1/2/2008	14,848	0	0	4,400	10,448	0	0	0	0	0	0	0	0	0	0	0
2346	10007579	Pump Sta Nova Road & N Us 1 - N Us 1 Hwy	20	208	3302	WATER DISTRIBUTION	W T&D	7/31/2008	168,621	0	0	49,973	118,649	0	0	0	0	0	0	0	0	0	0	0
2347	10007583	Ww Gravity Ww Pipeline Collection	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/11/2008	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2348	10007584	Ww Gravity Ww Pipeline Smoke Tests	20	209	3502	WW COLLECTION AND REUSE	General	4/30/2008	68,686	0	0	0	0	0	0	0	0	0	0	0	0	0	68,686	0
2349	10007585	Ww Gravity Ww Pipeline	20	209	3502	WW COLLECTION AND REUSE	WW T&C	1/4/2007	7,271	0	0	0	0	0	0	0	2,902	4,369	0	0	0	0	0	0
2350	10007603	Wtr Main Clyde Morris Blvd Relocation	20	208	3301	WATER PLANT	W T&D	9/30/2009	68,243	0	0	20,225	48,018	0	0	0	0	0	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
2351	10007604	Wtr Main Clyde Morris Blvd Relocation	20	208	3302	WATER DISTRIBUTION	W T&D	2/29/2008	76,545	0	0	22,685	53,860	0	0	0	0	0	0	0	0	0	0	0
2352	10007606	Wtr Main Sterthaus Drive	20	208	3302	WATER DISTRIBUTION	W T&D	1/1/1990	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
2353	10007607	Wtr Main Sterthaus Dr (Reconstruction)	20	208	3302	WATER DISTRIBUTION	W T&D	2/5/2002	51,829	0	0	15,360	36,469	0	0	0	0	0	0	0	0	0	0	0	0
2354	10007608	Wtr Main Standish Dr	20	208	3302	WATER DISTRIBUTION	W T&D	1/1/1990	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
2355	10007609	Wtr Main Standish Water Permit	20	208	3302	WATER DISTRIBUTION	General	7/14/2003	500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
2356	10007610	Wtr Main Coolidge	20	208	3302	WATER DISTRIBUTION	W T&D	1/1/1990	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
2357	10007611	Wtr Main Coolidge Water Permit	20	208	3302	WATER DISTRIBUTION	General	6/23/2003	250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	250	0
2358	10007612	Wtr Main Dormont / Ellicott	20	208	3302	WATER DISTRIBUTION	W T&D	1/1/1990	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
2359	10007613	Wtr Main Dormont / Ellicott Add'L Water	20	208	3302	WATER DISTRIBUTION	W T&D	8/15/2003	250	0	0	74	176	0	0	0	0	0	0	0	0	0	0	0	0
2360	10007614	Wtr Main Water Permit Dormont/Ellicott	20	208	3302	WATER DISTRIBUTION	General	7/17/2003	500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0
2361	10007615	Wtr Main Camellia	20	208	3302	WATER DISTRIBUTION	W T&D	1/1/1990	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
2362	10007616	Wtr Main 2"" Replacement For Camellia Dr	20	208	3302	WATER DISTRIBUTION	W T&D	4/5/2002	54,881	0	0	16,265	38,616	0	0	0	0	0	0	0	0	0	0	0	0
2363	10007617	Wtr Main 2"" Meter Replacement Camelia D	20	208	3302	WATER DISTRIBUTION	W METERS	5/20/2002	18,040	0	0	0	0	18,040	0	0	0	0	0	0	0	0	0	0	0
2364	10007618	Ww Line Extension Tuscany Subdivision	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/14/2006	2,389	0	0	0	0	0	0	0	953	1,435	0	0	0	0	0	0	0
2365	10007619	Wtr Water System General Rehab-Unknown L	20	208	3301	WATER PLANT	W T&D	9/30/2007	413,950	0	0	122,679	291,272	0	0	0	0	0	0	0	0	0	0	0	0
2366	10007620	Wtr Water System Const Dist Lines-Multia	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2007	268,903	0	0	79,692	189,210	0	0	0	0	0	0	0	0	0	0	0	0
2367	10007621	Wtr Water System General Rehab - Fy 2006	20	208	3301	WATER PLANT	W T&D	9/30/2006	920,527	0	0	272,808	647,719	0	0	0	0	0	0	0	0	0	0	0	0
2368	10007624	It-Server-Power Edge 2650	30	308	1303	INFORMATION TECHNOLOGY	OTHER	9/18/2003	6,287	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6,287
2369	10007625	It-Server-Power Edge 2650	30	308	1303	INFORMATION TECHNOLOGY	OTHER	9/12/2003	6,630	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6,630
2370	10007626	It-Server-Power Edge 2650	30	308	1303	INFORMATION TECHNOLOGY	OTHER	4/29/2003	5,617	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,617
2371	10007627	It-Server-Power Edge 2650	30	308	1303	INFORMATION TECHNOLOGY	OTHER	4/1/2003	5,510	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,510
2372	10007628	It-Server-Power Edge 2650	30	308	1303	INFORMATION TECHNOLOGY	OTHER	12/13/2002	5,750	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,750
2373	10007634	Ww Force Main Obsc Road Extension	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/14/2007	66,983	0	0	0	0	0	0	0	26,732	40,251	0	0	0	0	0	0	0
2374	10007635	Ww Force Main Obsc Road Extension	20	209	3501	WASTERWATER PLANT	WW T&C	12/19/2007	5,017	0	0	0	0	0	0	0	2,002	3,015	0	0	0	0	0	0	0
2375	10007658	Meters 5 Invoices	20	208	3301	WATER PLANT	General	9/17/2008	26,007	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26,007	0
2376	10007659	Lift Stations	20	209	3501	WASTERWATER PLANT	WW T&C	8/1/2008	26,959	0	0	0	0	0	0	0	10,759	16,200	0	0	0	0	0	0	0
2377	10007660	Supplemental Mix Zone/Studies	20	209	3501	WASTERWATER PLANT	OTHER	8/6/2008	3,349	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,349
2378	10007661	Cl 2 Tank	20	209	3301	WATER PLANT	W Treatment	7/31/2008	11,772	0	11,772	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2379	10007662	Influent Pump	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/12/2008	7,181	0	0	0	0	0	0	0	2,866	4,315	0	0	0	0	0	0	0
2380	10007663	Us1 Forcemain Ext Ii	20	209	3501	WASTERWATER PLANT	WW T&C	8/23/2008	4,050	0	0	0	0	0	0	0	1,616	2,434	0	0	0	0	0	0	0
2381	10007664	Wwtp Expansion	20	209	3501	WASTERWATER PLANT	WW Treatment	9/17/2008	30,290	0	0	0	0	0	0	30,290	0	0	0	0	0	0	0	0	0
2382	10007665	Engineering Division Avenue	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2008	11,762	0	0	3,486	8,276	0	0	0	0	0	0	0	0	0	0	0	0
2383	10007666	Nursery Cleanup	20	210	3401	SOLID WASTE COLLECTION	OTHER	8/30/2008	9,475	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9,475
2384	10007667	Wells-Division Ave Wellfield Rehab-Multi	20	208	3301	WATER PLANT	W SUPPLY	8/14/2008	11,762	11,762	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2385	10007678	Alcazar, Buena Vista, Seville Sw	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2010	19,940	0	0	5,909	14,031	0	0	0	0	0	0	0	0	0	0	0	0
2386	10007711	Hand Avenue Upgrade-Utilities	20	208	3301	WATER PLANT	W T&D	9/30/2009	29,205	0	0	8,655	20,550	0	0	0	0	0	0	0	0	0	0	0	0
2387	10007712	Hand Avenue Upgrade-Utilities	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2010	3,100	0	0	919	2,181	0	0	0	0	0	0	0	0	0	0	0	0
2388	10007715	Hand Avenue Watermains	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2010	5,470	0	0	1,621	3,849	0	0	0	0	0	0	0	0	0	0	0	0
2389	10007717	Division Ave-Us1 To Beach	20	208	3301	WATER PLANT	W T&D	9/30/2009	209,012	0	0	61,943	147,069	0	0	0	0	0	0	0	0	0	0	0	0
2390	10007719	Division Us1 To Beach Watermain	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2010	21,790	0	0	6,458	15,332	0	0	0	0	0	0	0	0	0	0	0	0
2391	10007724	John Anderson Watermain	20	208	3301	WATER PLANT	W T&D	9/30/2010	3,360	0	0	996	2,364	0	0	0	0	0	0	0	0	0	0	0	0
2392	10007731	Truck	40	404	3302	WATER DISTRIBUTION	General	9/30/2009	58,447	0	0	0	0	0	0	0	0	0	0	0	0	0	0	58,447	0
2393	10007732	Gravity Sewer Pipeline	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2009	23,909	0	0	0	0	0	0	0	9,542	14,367	0	0	0	0	0	0	0
2394	10007733	Low Pressure Effl Pump	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2009	53,195	0	0	0	0	0	0	0	21,229	31,966	0	0	0	0	0	0	0
2395	10007734	Pep Tanks	20	209	3502	WW COLLECTION AND REUSE	WW Collection	9/30/2009	32,999	0	0	0	0	0	0	0	0	32,999	0	0	0	0	0	0	0
2396	10007735	Meters	20	208	3301	WATER PLANT	W METERS	9/30/2009	35,892	0	0	0	0	0	35,892	0	0	0	0	0	0	0	0	0	0
2397	10007736	Scada	20	208	3301	WATER PLANT	W T&D	9/30/2009	61,530	0	0	18,235	43,295	0	0	0	0	0	0	0	0	0	0	0	0
2398	10007737	Wellfield Replacement	20	208	3301	WATER PLANT	W SUPPLY	9/30/2009	2,822	2,822	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2399	10007738	Pump Station Replacement	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2009	605,670	0	0	0	0	0	0	0	241,713	363,956	0	0	0	0	0	0	0
2400	10007739	Wwp Rehab	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2009	14,025	0	0	0	0	0	0	14,025	0	0	0	0	0	0	0	0	0
2401	10007740	Cross Connections	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2009	22,750	0	0	6,742	16,008	0	0	0	0	0	0	0	0	0	0	0	0
2402	10007741	General Facility Upgrades	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2009	132,895	0	0	0	0	0	0	132,895	0	0	0	0	0	0	0	0	0
2403	10007742	General Facility Upgrades Wtp	20	208	3301	WATER PLANT	W Treatment	9/30/2009	11,480	0	11,480	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2404	10007743	Leak Detection System	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2009	58,561	0	0	17,355	41,206	0	0	0	0	0	0	0	0	0	0	0	0
2405	10007744	Wtp Electrical Feed	20	208	3301	WATER PLANT	W Treatment	9/30/2009	96,100	0	96,100	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2406	10007745	Wtp Expansion	20	208	3301	WATER PLANT	W Treatment	9/30/2009	11,060	0	11,060	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2407	10007746	Rima Ridge Wells	20	208	3301	WATER PLANT	W SUPPLY	9/30/2009	22,690	22,690	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2408	10007747	Potable Water Booster	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2009	8,831	0	0	2,617	6,214	0	0	0	0	0	0	0	0	0	0	0	0
2409	10007748	High Service Pump Vfd	20	208	3301	WATER PLANT	W T&D	9/30/2009	54,186	0	0	16,058	38,127	0	0	0	0	0	0	0	0	0	0	0	0
2410	10007749	Airport Road Forcemain	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2009	211,188	0	0	0	0	0	0	0	84,282	126,906	0	0	0	0	0	0	0
2411	10007750	N Us1 Forcemain	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2009	957,828	0	0	0	0	0	0	0	382,254	575,574	0	0	0	0	0	0	0
2412	10007751	Ww Plant Rehab	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2009	2,291,727	0	0	0	0	0	0	2,291,727	0	0	0	0	0	0	0	0	0
2413	10007752	Reuse Storage Pumping Station	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2009	1,031,502	0	0	0	0	0	0	0	411,656	619,845	0	0	0	0	0	0	0
2414	10007753	Distribution System	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2009	22,029	0	0	6,529	15,501	0	0	0	0	0	0	0	0	0	0	0	0
2415	10007754	Wellfield Replacement	20	208	3302	WATER DISTRIBUTION	W SUPPLY	9/30/2009	504,880	504,880	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2416	10007755	Wwtp Expansion	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2009	868,725	0	0	0	0	0	0	868,725	0	0	0	0	0	0	0	0	0
2417	10007759	Pump	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2009	7,214	0	0	0	0	0	0	0	2,879	4,335	0	0	0	0	0	0	0
2418	10007762	Above Ground Storage	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2009	7,586	0	0	0	0	0	0	7,586	0	0	0	0	0	0	0	0	0
2419	10007783	Sunshine Blvd Improvements	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2010	77,250	0	0	22,894	54,356	0	0	0	0	0	0	0	0	0	0	0	0
2420	10007814	Utility Relocation	20	208	3301	WATER PLANT	W T&D	9/30/2010	11,000	0	0	3,260	7,740	0	0	0	0	0	0	0	0	0	0	0	0
2421	10007815	Gravity Sewer Pipeline	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2010	10,636	0	0	0	0	0	0	0	4,245	6,391	0	0	0	0	0	0	0
2422	10007816	Low Pressure Effluent Pump Replacement	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2010	45,296	0	0	0	0	0	0	0	18,077	27,219	0	0	0	0	0	0	0
2423	10007817	Pep Tanks	20	209	3502	WW COLLECTION AND REUSE	WW Collection	9/30/2010	29,993	0	0	0	0	0	0	0	0	29,993	0	0	0	0	0	0	0
2424	10007818	Meters	20	208	3301	WATER PLANT	W METERS	9/30/2010	79,164	0	0	0	0	0	79,164	0	0	0	0	0	0	0	0	0	0
2425	10007819	Pump Station	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2010	301,272	0	0	0	0	0	0	0	120,233	181,039	0	0	0	0	0	0	0
2426	10007820	High Service Pumps	20	208	3301	WATER PLANT	W T&D	9/30/2010	16,667	0	0	4,939	11,728	0	0	0	0	0	0	0	0	0	0	0	0
2427	10007821	Cross Connection Control	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2010	54,600	0	0	16,181	38,419	0	0	0	0	0	0	0	0	0	0	0	0
2428	10007822	Wwtp Plant Rehab	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2010	181,924	0	0	0	0	0	0	181,924	0	0	0	0	0	0	0	0	0
2429	10007823	Wtp Upgrades	20	208	3301	WATER PLANT	W T&D	9/30/2010	62,176	0	0	18,426	43,749	0	0	0	0	0	0	0	0	0	0	0	0
2430	10007824	Lime Softening Facility Upgrades	20	208	3301	WATER PLANT	W T&D	9/30/2010	14,484	0	0	4,292	10,192	0	0	0	0	0	0	0	0	0	0	0	0
2431	10007825	Water Plant Well Rehab	20	208	3301	WATER PLANT	W SUPPLY	9/30/2010	26,607	26,607	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2432	10007826	Wilmette Forcemain	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2010	54,410	0	0	0	0	0	0	0	21,714	32,696	0	0	0	0	0	0	0
2433	10007827	A/C	10	103	3501	WASTERWATER PLANT	WW Treatment	9/30/2010	9,240	0	0	0	0	0	0	9,240	0	0	0	0	0	0	0	0	0
2434	10007828	Pump Replacement	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2010	15,466	0	0	0	0	0	0	0	6,172	9,294	0	0	0	0	0	0	0
2435	10007829	Wtp System Upgrades	20	208	3301	WATER PLANT	W Treatment	9/30/2010	57,855	0	57,855	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2436	10007830	Hydrant Replacement	20	208	3302	WATER DISTRIBUTION	W HYDRANTS	9/30/2010	5,800	0	0	0	0	5,800	0	0	0	0	0	0	0	0	0	0	0
2437	10007831	Utility Relocate Sr40/Us1	20	208	3301	WATER PLANT	W T&D	9/30/2010	242,328	0	0	71,816	170,511	0	0	0	0	0	0	0	0	0	0	0	0
2438	10007832	Computer Equipment	30	308	1302	UTILITY BILLING	GENERAL	9/30/2010	12,125	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12,125	0
2439	10007833	Rima Ridge	20	208	3301	WATER PLANT	W SUPPLY	9/30/2010	215,646	215,646	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2440	10007834	High Service Pump	20	208	3301	WATER PLANT	W Treatment	9/30/2010	273,006	0	273,006	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2441	10007835	Airport Road Forcemain	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2010	134,506	0	0	0	0	0	0	0	53,679	80,827	0	0	0	0	0	0	0
2442	10007836	Us1 Forcemain Phase Ii	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2010	29,393	0	0	0	0	0	0	0	11,730	17,663	0	0	0	0	0	0	0
2443	10007837	Wwtp Rehab	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2010	1,832,089	0	0	0	0	0	0	1,832,089	0	0	0	0	0	0	0	0	0
2444	10007838	Wwtp Rehab-Capitalized Interest	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2010	175,179	0	0	0	0	0	0	175,179	0	0	0	0	0	0	0	0	0
2445	10007839	Wwtp Rehab-Capitalized Interest	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2009	41,196	0	0	0	0	0	0	41,196	0	0	0	0	0	0	0	0	0
2446	10007840	Distribution Systems	20	208	3301	WATER PLANT	W T&D	9/30/2010	5,856	0	0	1,735	4,120	0	0	0	0	0	0	0	0	0	0	0	0
2447	10007841	Wellfield Replacement	20	208	3302	WATER DISTRIBUTION	W SUPPLY	9/30/2010	6,575	6,575	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2448	10007842	Wwtp Expansion	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2010	268,390	0	0	0	0	0	0	268,390	0	0	0	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
2449	10007843	Wwtp Expansion-Capitalized Interest	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2010	118,410	0	0	0	0	0	0	118,410	0	0	0	0	0	0	0	0
2450	10007846	Ormond Shores Storm Drain	20	208	3302	WATER DISTRIBUTION	OTHER	9/30/2010	10,175	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,175
2451	10007938	Chevy Colorado	40	404	1302	UTILITY BILLING	GENERAL	9/30/2011	13,812	0	0	0	0	0	0	0	0	0	0	0	0	0	13,812	0
2452	10007939	Chevy Colorado	40	404	3501	WASTERWATER PLANT	GENERAL	9/30/2011	20,527	0	0	0	0	0	0	0	0	0	0	0	0	0	20,527	0
2453	10007941	Chevy Colorado	40	404	3502	WW COLLECTION AND REUSE	GENERAL	9/30/2011	23,079	0	0	0	0	0	0	0	0	0	0	0	0	0	23,079	0
2454	10007943	Alcazar, Buena Vista, Seville	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2011	166,628	0	0	49,382	117,246	0	0	0	0	0	0	0	0	0	0	0
2455	10007944	Gravity Sewer Pipeline	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2011	199,595	0	0	0	0	0	0	0	79,655	119,940	0	0	0	0	0	0
2456	10007945	Low Press Effluent Pump Replacement	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2011	43,480	0	0	0	0	0	0	0	17,352	26,128	0	0	0	0	0	0
2457	10007946	Pep Tanks	20	209	3502	WW COLLECTION AND REUSE	WW Collection	9/30/2011	36,810	0	0	0	0	0	0	0	0	36,810	0	0	0	0	0	0
2458	10007947	Residential Meter Replacement	20	208	3301	WATER PLANT	W METTERS	9/30/2011	85,692	0	0	0	0	0	85,692	0	0	0	0	0	0	0	0	0
2459	10007948	Utility Relocate - Tymber Creek Widening	20	208	3301	WATER PLANT	W T&D	9/30/2011	6,198	0	0	1,837	4,361	0	0	0	0	0	0	0	0	0	0	0
2460	10007949	High Service Pumps - Replacements	20	208	3301	WATER PLANT	W Treatment	9/30/2011	21,280	0	21,280	0	0	0	0	0	0	0	0	0	0	0	0	0
2461	10007950	Roll Off Filter Dumpster	20	209	3501	WASTERWATER PLANT	GENERAL	9/30/2011	33,130	0	0	0	0	0	0	0	0	0	0	0	0	0	33,130	0
2462	10007951	Utility Relocate - Tymber Creek Widening	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2011	359	0	0	106	253	0	0	0	0	0	0	0	0	0	0	0
2463	10007952	Water Plant Well Rehab Program	20	208	3301	WATER PLANT	W SUPPLY	9/30/2011	70,278	70,278	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2464	10007953	Hydrant Replacement	20	208	3302	WATER DISTRIBUTION	W HYDRANTS	9/30/2011	265,842	0	0	0	0	265,842	0	0	0	0	0	0	0	0	0	0
2465	10007954	2 Inch Main Replacement	20	208	3301	WATER PLANT	W T&D	9/30/2011	18,330	0	0	5,432	12,898	0	0	0	0	0	0	0	0	0	0	0
2466	10007955	General Facility Upgrades	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2011	79,929	0	0	0	0	0	0	79,929	0	0	0	0	0	0	0	0
2467	10007956	General Facility Upgrades	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2011	121,828	0	0	0	0	0	0	121,828	0	0	0	0	0	0	0	0
2468	10007957	Airport Road Forcemain	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2011	726	0	0	0	0	0	0	0	290	436	0	0	0	0	0	0
2469	10007958	N Us1 Forcemain Phase Ii (Srf)	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2011	41,082	0	0	0	0	0	0	0	16,395	24,687	0	0	0	0	0	0
2470	10007959	Coolidge Ave Stormwater	20	208	3302	WATER DISTRIBUTION	OTHER	9/30/2011	243,103	0	0	0	0	0	0	0	0	0	0	0	0	0	0	243,103
2471	10007960	Hand Ave Collector Rd Upgrade	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2011	195	0	0	58	137	0	0	0	0	0	0	0	0	0	0	0
2472	10007961	Rima Ridge Well	20	208	3301	WATER PLANT	W SUPPLY	9/30/2011	1,059,078	1,059,078	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2473	10007962	Distribution System	20	208	3301	WATER PLANT	W T&D	9/30/2011	321,992	0	0	95,426	226,566	0	0	0	0	0	0	0	0	0	0	0
2474	10007963	2008 Lift Station	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2011	275,015	0	0	0	0	0	0	0	109,754	165,261	0	0	0	0	0	0
2475	10007964	Airport Road Forcemain	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2011	80,889	0	0	0	0	0	0	0	32,281	48,607	0	0	0	0	0	0
2476	10007965	N Us1 Forcemain Phase Ii (Srf)	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2011	187,264	0	0	0	0	0	0	0	74,734	112,530	0	0	0	0	0	0
2477	10007966	Ww Plant Rehab	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2011	57,070	0	0	0	0	0	0	57,070	0	0	0	0	0	0	0	0
2478	10007967	Wwtp Expansion	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2011	9,754,678	0	0	0	0	0	0	9,754,678	0	0	0	0	0	0	0	0
2479	10007968	Sw Transfer Facility Lift Station	20	210	3401	SOLID WASTE COLLECTION	WW TRANSMISSION	9/30/2011	17,046	0	0	0	0	0	0	0	17,046	0	0	0	0	0	0	0
2480	10007970	Donated Easements Res. 2010-190, 2010-1	60	601	3502	WW COLLECTION AND REUSE	OTHER	9/30/2011	68,743	0	0	0	0	0	0	0	0	0	0	0	0	0	0	68,743
2481	10007990	Watermain Improvements	20	208	3301	WATER PLANT	W T&D	9/30/2012	41,222	0	0	12,217	29,005	0	0	0	0	0	0	0	0	0	0	0
2482	10008045	2012 Chevy Colorado	40	404	3501	WASTERWATER PLANT	GENERAL	9/30/2012	16,943	0	0	0	0	0	0	0	0	0	0	0	0	0	16,943	0
2483	10008046	2012 Ford Transit	40	401	3502	WW COLLECTION AND REUSE	GENERAL	9/30/2012	18,353	0	0	0	0	0	0	0	0	0	0	0	0	0	18,353	0
2484	10008047	Meters	20	208	1302	UTILITY BILLING	W METERS	9/30/2012	99,275	0	0	0	0	0	99,275	0	0	0	0	0	0	0	0	0
2485	10008048	General Facilities Major Maintenance	20	208	3301	WATER PLANT	GENERAL	9/30/2012	64,183	0	0	0	0	0	0	0	0	0	0	0	0	0	64,183	0
2486	10008049	Water Plant Well Rehab	20	208	3301	WATER PLANT	W SUPPLY	9/30/2012	55,302	55,302	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2487	10008050	Concentrate Piping	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2012	11,430	0	0	0	0	0	0	11,430	0	0	0	0	0	0	0	0
2488	10008051	General Facilities Major Maintenance	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2012	129,867	0	0	0	0	0	0	129,867	0	0	0	0	0	0	0	0
2489	10008052	Sludge Conveyor	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2012	47,939	0	0	0	0	0	0	47,939	0	0	0	0	0	0	0	0
2490	10008053	Lift Stations	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2012	5,649	0	0	0	0	0	0	0	2,254	3,394	0	0	0	0	0	0
2491	10008054	Watermain Replacements	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2012	320,093	0	0	94,863	225,230	0	0	0	0	0	0	0	0	0	0	0
2492	10008055	Alcazar, Buena Vista	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2012	194,647	0	0	57,686	136,962	0	0	0	0	0	0	0	0	0	0	0
2493	10008056	Hydrant Replacements	20	208	3302	WATER DISTRIBUTION	W HYDRANTS	9/30/2012	192,592	0	0	0	0	192,592	0	0	0	0	0	0	0	0	0	0
2494	10008057	North Halifax Paving	20	209	3502	WW COLLECTION AND REUSE	GENERAL	9/30/2012	11,498	0	0	0	0	0	0	0	0	0	0	0	0	0	11,498	0
2495	10008058	Utility Relocates	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2012	8,854	0	0	0	0	0	0	0	3,533	5,321	0	0	0	0	0	0
2496	10008059	Sanitary Sewer Pipeline	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2012	46,531	0	0	0	0	0	0	0	18,570	27,961	0	0	0	0	0	0
2497	10008060	Pep Tanks	20	209	3502	WW COLLECTION AND REUSE	WW Collection	9/30/2012	50,141	0	0	0	0	0	0	0	0	50,141	0	0	0	0	0	0
2498	10008061	Low Pressure Effluent	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2012	44,119	0	0	0	0	0	0	0	17,607	26,512	0	0	0	0	0	0
2499	10008062	Utility Relocatioin Tymber Creek	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2012	4,137	0	0	1,226	2,911	0	0	0	0	0	0	0	0	0	0	0
2500	10008063	Hand Ave	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2012	210,266	0	0	62,315	147,952	0	0	0	0	0	0	0	0	0	0	0
2501	10008064	Airport Road Forcemain	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2012	3,285,029	0	0	0	0	0	0	0	1,311,004	1,974,025	0	0	0	0	0	0
2502	10008065	Wwtp Expansion	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2012	8,128,741	0	0	0	0	0	0	8,128,741	0	0	0	0	0	0	0	0
2503	10008066	Reclaimed Watermain	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2012	2,758,243	0	0	0	0	0	0	0	1,100,772	1,657,471	0	0	0	0	0	0
2504	10008067	Transfer Station	20	210	3401	SOLID WASTE COLLECTION	OTHER	9/30/2012	15,522	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,522
2505	10008069	N Us 1 Forcemain	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2012	7,285	0	0	0	0	0	0	0	2,907	4,378	0	0	0	0	0	0
2506	10008070	Airport Rd Forcemain-Capitalized Interes	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2012	28,247	0	0	0	0	0	0	0	11,273	16,974	0	0	0	0	0	0
2507	10008071	Donated Easements Res. 2012-19, 2012--1	60	601	3301	WATER PLANT	GENERAL	9/30/2012	5,280	0	0	0	0	0	0	0	0	0	0	0	0	0	5,280	0
2508	10008072	Wwtp -Capitalized Interest	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2012	220,150	0	0	0	0	0	0	220,150	0	0	0	0	0	0	0	0
2509	10008073	2 Inch Watermain	20	208	3301	WATER PLANT	W T&D	9/30/2013	1,261,685	0	0	373,914	887,771	0	0	0	0	0	0	0	0	0	0	0
2510	10008074	Airport Road Forcemain	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2013	161,540	0	0	0	0	0	0	0	64,468	97,072	0	0	0	0	0	0
2511	10008099	Concentrate Piping	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2013	100,276	0	0	0	0	0	0	100,276	0	0	0	0	0	0	0	0
2512	10008104	Fdot Sr 40	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2013	51,885	0	0	0	0	0	0	0	20,707	31,179	0	0	0	0	0	0
2513	10008107	Ford F150	40	404	1302	UTILITY BILLING	GENERAL	9/30/2013	16,886	0	0	0	0	0	0	0	0	0	0	0	0	0	16,886	0
2514	10008111	Ford F150	40	404	3301	WATER PLANT	GENERAL	9/30/2013	15,805	0	0	0	0	0	0	0	0	0	0	0	0	0	15,805	0
2515	10008113	Ford F250	40	404	3301	WATER PLANT	GENERAL	9/30/2013	24,835	0	0	0	0	0	0	0	0	0	0	0	0	0	24,835	0
2516	10008119	Hand Avenue	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2013	323,012	0	0	95,728	227,284	0	0	0	0	0	0	0	0	0	0	0
2517	10008122	John Anderson	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2013	16,600	0	0	0	0	0	0	16,600	0	0	0	0	0	0	0	0
2518	10008123	John Anderson	20	208	3302	WATER DISTRIBUTION	OTHER	9/30/2013	10,940	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,940
2519	10008126	Lift Station	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2013	11,231	0	0	0	0	0	0	0	4,482	6,749	0	0	0	0	0	0
2520	10008127	Lift Station Pump	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2013	7,358	0	0	0	0	0	0	0	2,936	4,421	0	0	0	0	0	0
2521	10008131	Meters	30	309	3301	WATER PLANT	W METERS	9/30/2013	153,077	0	0	0	0	0	153,077	0	0	0	0	0	0	0	0	0
2522	10008133	N Halifax Roadway	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2013	160,651	0	0	0	0	0	0	0	64,113	96,538	0	0	0	0	0	0
2523	10008136	N Halifax Roadway	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2013	88,798	0	0	26,316	62,482	0	0	0	0	0	0	0	0	0	0	0
2524	10008142	Pep Tanks	20	209	3502	WW COLLECTION AND REUSE	WW Collection	9/30/2013	129,845	0	0	0	0	0	0	0	0	129,845	0	0	0	0	0	0
2525	10008145	Reclaim Watermain	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2013	707,089	0	0	0	0	0	0	0	282,188	424,901	0	0	0	0	0	0
2526	10008150	Sludge Conveyor System	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2013	14,173	0	0	0	0	0	0	14,173	0	0	0	0	0	0	0	0
2527	10008160	Transfer Lift Station	20	210	3401	SOLID WASTE COLLECTION	WW TRANSMISSION	9/30/2013	93,733	0	0	0	0	0	0	0	93,733	0	0	0	0	0	0	0
2528	10008161	Tv Truck Upgrade	30	303	3502	WW COLLECTION AND REUSE	GENERAL	9/30/2013	15,700	0	0	0	0	0	0	0	0	0	0	0	0	0	15,700	0
2529	10008162	Tymber Creek Utility Relocate	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2013	108,448	0	0	32,140	76,308	0	0	0	0	0	0	0	0	0	0	0
2530	10008164	Us 1 Forcemain	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2013	8,700	0	0	0	0	0	0	0	3,472	5,228	0	0	0	0	0	0
2531	10008165	Utility Relocate A1A	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2013	61,576	0	0	0	0	0	0	0	24,574	37,002	0	0	0	0	0	0
2532	10008166	Vacuum Septic Truck	30	303	3501	WASTERWATER PLANT	GENERAL	9/30/2013	123,117	0	0	0	0	0	0	0	0	0	0	0	0	0	123,117	0
2533	10008167	Water System Upgrades	20	208	3301	WATER PLANT	GENERAL	9/30/2013	79,544	0	0	0	0	0	0	0	0	0	0	0	0	0	79,544	0
2534	10008168	Watermain Replacement	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2013	256,802	0	0	76,106	180,696	0	0	0	0	0	0	0	0	0	0	0
2535	10008169	Wells	20	208	3301	WATER PLANT	W SUPPLY	9/30/2013	7,736	7,736	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2536	10008172	Ww System Upgrades	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2013	61,671	0	0	0	0	0	0	61,671	0	0	0	0	0	0	0	0
2537	10008173	Wwtp Expansion	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2013	1,794,698	0	0	0	0	0	0	1,794,698	0	0	0	0	0	0	0	0
2538	10008174	Division Wellfield	20	208	3501	WASTERWATER PLANT	W SUPPLY	9/30/2013	7,337	7,337	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2539	10008176	2 Inch Watermain-Capitalized Interest	20	208	3301	WATER PLANT	W T&D	9/30/2013	95,044	0	0	28,167	66,877	0	0	0	0	0	0	0	0	0	0	0
2540	10008209	Hand Avenue Upgrade	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2014	2,094	0	0	621	1,473	0	0	0	0	0	0	0	0	0	0	0
2541	10008212	John Anderson	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2014	349,890	0	0	0	0	0	0	349,890	0	0	0	0	0	0	0	0
2542	10008218	Utility Relocate Tymber Creek	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2014	104,810	0	0	31,061	73,748	0	0	0	0	0	0	0	0	0	0	0
2543	10008219	Lift Stations	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2014	441,603	0	0	0	0	0	0	0	176,237	265,366	0	0	0	0	0	0
2544	10008220	Pumps And Lines	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2014	32,170	0	0	0	0	0	0	32,170	0	0	0	0	0	0	0	0
2545	10008221	Concentrate Piping	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2014	123,581	0	0	0	0	0	0	123,581	0	0	0	0	0	0	0	0
2546	10008223	Lift Station Rehab	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2014	11,428	0	0	0	0	0	0	0	4,561	6,867	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
2547	10008224	Pep Tanks	20	209	3502	WW COLLECTION AND REUSE	WW Collection	9/30/2014	19,845	0	0	0	0	0	0	0	0	19,845	0	0	0	0	0	0
2548	10008225	Sanitary Sewer Replacement	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2014	109,400	0	0	0	0	0	0	0	43,660	65,740	0	0	0	0	0	0
2549	10008226	Division Wellfields	20	208	3501	WASTERWATER PLANT	W SUPPLY	9/30/2014	29,383	29,383	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2550	10008227	Pump And Motors	20	208	3301	WATER PLANT	GENERAL	9/30/2014	62,922	0	0	0	0	0	0	0	0	0	0	0	0	0	62,922	0
2551	10008228	Meter Replacement	20	209	3501	WASTERWATER PLANT	W METERS	9/30/2014	110,263	0	0	0	0	0	110,263	0	0	0	0	0	0	0	0	0
2552	10008229	Water Storage Tank	20	209	3501	WASTERWATER PLANT	W SUPPLY	9/30/2014	69,836	69,836	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2553	10008230	Leeway Elevated Tank	20	208	3301	WATER PLANT	GENERAL	9/30/2014	6,515	0	0	0	0	0	0	0	0	0	0	0	0	0	6,515	0
2554	10008231	S Peninsula Reuse Water Ext	20	208	3302	WATER DISTRIBUTION	WW T&C	9/30/2014	39,205	0	0	0	0	0	0	0	15,646	23,559	0	0	0	0	0	0
2555	10008232	Pumps And Motors	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2014	172,486	0	0	0	0	0	0	172,486	0	0	0	0	0	0	0	0
2556	10008233	Watermain Replacement	20	208	3301	WATER PLANT	W T&D	9/30/2014	386,708	0	0	114,605	272,103	0	0	0	0	0	0	0	0	0	0	0
2557	10008234	5 Neptune Handheld Meters	30	308	1302	UTILITY BILLING	GENERAL	9/30/2014	5,878	0	0	0	0	0	0	0	0	0	0	0	0	0	5,878	0
2558	10008235	5 Neptune Handheld Meters	30	308	1302	UTILITY BILLING	GENERAL	9/30/2014	5,878	0	0	0	0	0	0	0	0	0	0	0	0	0	5,878	0
2559	10008236	5 Neptune Handheld Meters	30	308	1302	UTILITY BILLING	GENERAL	9/30/2014	5,878	0	0	0	0	0	0	0	0	0	0	0	0	0	5,878	0
2560	10008237	5 Neptune Handheld Meters	30	308	1302	UTILITY BILLING	GENERAL	9/30/2014	5,878	0	0	0	0	0	0	0	0	0	0	0	0	0	5,878	0
2561	10008238	5 Neptune Handheld Meters	30	308	1302	UTILITY BILLING	GENERAL	9/30/2014	5,878	0	0	0	0	0	0	0	0	0	0	0	0	0	5,878	0
2562	10008239	Meter Replacement	20	208	1302	UTILITY BILLING	W METERS	9/30/2014	457,073	0	0	0	0	0	457,073	0	0	0	0	0	0	0	0	0
2563	10008240	Dual Check Valve Replacement	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2014	35,670	0	0	10,571	25,099	0	0	0	0	0	0	0	0	0	0	0
2564	10008241	Pumps And Motors	20	208	3301	WATER PLANT	GENERAL	9/30/2014	29,749	0	0	0	0	0	0	0	0	0	0	0	0	0	29,749	0
2565	10008242	Pep Tanks	20	209	3502	WW COLLECTION AND REUSE	WW Collection	9/30/2014	131,043	0	0	0	0	0	0	0	0	131,043	0	0	0	0	0	0
2566	10008243	Master Plan	20	208	3301	WATER PLANT	GENERAL	9/30/2014	44,534	0	0	0	0	0	0	0	0	0	0	0	0	0	44,534	0
2567	10008244	Master Plan	20	209	3501	WASTERWATER PLANT	GENERAL	9/30/2014	43,627	0	0	0	0	0	0	0	0	0	0	0	0	0	43,627	0
2568	10008245	2 Inch Watermains	20	208	3301	WATER PLANT	W T&D	9/30/2014	1,983,178	0	0	587,736	1,395,442	0	0	0	0	0	0	0	0	0	0	0
2569	10008271	2013 Ford F450	40	404	3501	WASTERWATER PLANT	GENERAL	9/30/2014	72,887	0	0	0	0	0	0	0	0	0	0	0	0	0	72,887	0
2570	10008272	2015 Freightliner	30	303	3502	WW COLLECTION AND REUSE	GENERAL	9/30/2014	124,527	0	0	0	0	0	0	0	0	0	0	0	0	0	124,527	0
2571	10008273	2015 Vac Con	30	303	3502	WW COLLECTION AND REUSE	WW Collection	9/30/2014	245,739	0	0	0	0	0	0	0	0	245,739	0	0	0	0	0	0
2572	10008288	Donated Easements 4238-01-13-0021	60	602	3301	WATER PLANT	GENERAL	9/30/2014	794	0	0	0	0	0	0	0	0	0	0	0	0	0	794	0
2573	10008289	Donated Easements 4206-00-00-0023	60	602	3301	WATER PLANT	GENERAL	9/30/2014	2,646	0	0	0	0	0	0	0	0	0	0	0	0	0	2,646	0
2574	10008314	Fiber Optics	20	208	3301	WATER PLANT	GENERAL	9/30/2015	24,890	0	0	0	0	0	0	0	0	0	0	0	0	0	24,890	0
2575	10008371	2014 Cat Excavator	30	303	3501	WASTERWATER PLANT	GENERAL	9/30/2015	66,360	0	0	0	0	0	0	0	0	0	0	0	0	0	66,360	0
2576	10008372	2013 Eh Wachs 77-000-38 Unit	30	303	3302	WATER DISTRIBUTION	GENERAL	9/30/2015	59,250	0	0	0	0	0	0	0	0	0	0	0	0	0	59,250	0
2577	10008373	2015 Ford F-150	40	404	3302	WATER DISTRIBUTION	GENERAL	9/30/2015	18,006	0	0	0	0	0	0	0	0	0	0	0	0	0	18,006	0
2578	10008374	2013 Sullair 185 Dpq	30	311	3502	WW COLLECTION AND REUSE	GENERAL	9/30/2015	12,950	0	0	0	0	0	0	0	0	0	0	0	0	0	12,950	0
2579	10008375	2015 Towmaster	30	311	3502	WW COLLECTION AND REUSE	GENERAL	9/30/2015	11,622	0	0	0	0	0	0	0	0	0	0	0	0	0	11,622	0
2580	10008376	2015 Harben 4018 Dtd	30	303	3502	WW COLLECTION AND REUSE	GENERAL	9/30/2015	47,363	0	0	0	0	0	0	0	0	0	0	0	0	0	47,363	0
2581	10008379	John Anderson Drive	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2015	26,738	0	0	0	0	0	0	0	26,738	0	0	0	0	0	0	0
2582	10008383	Utility Relocate	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2015	6,670	0	0	1,977	4,693	0	0	0	0	0	0	0	0	0	0	0
2583	10008384	Rima Wells Generator	20	208	3302	WATER DISTRIBUTION	GENERAL	9/30/2015	2,400	0	0	0	0	0	0	0	0	0	0	0	0	0	2,400	0
2584	10008385	Lift Station Rehab	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2015	31,876	0	0	0	0	0	0	0	12,721	19,155	0	0	0	0	0	0
2585	10008386	Division Wellfield	20	209	3501	WASTERWATER PLANT	W SUPPLY	9/30/2015	398,689	398,689	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2586	10008387	South Pen Reuse Main Extension	20	208	3302	WATER DISTRIBUTION	WW T&C	9/30/2015	482,777	0	0	0	0	0	0	0	192,669	290,108	0	0	0	0	0	0
2587	10008388	Watermain Replacement	20	208	3301	WATER PLANT	W T&D	9/30/2015	1,300,401	0	0	385,388	915,013	0	0	0	0	0	0	0	0	0	0	0
2588	10008389	Dual Check Valve	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2015	177,356	0	0	52,561	124,795	0	0	0	0	0	0	0	0	0	0	0
2589	10008390	Meter Replacements	20	208	1302	UTILITY BILLING	W METERS	9/30/2015	467,041	0	0	0	0	0	467,041	0	0	0	0	0	0	0	0	0
2590	10008391	Ww Sludge Thickener	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2015	32,774	0	0	0	0	0	0	32,774	0	0	0	0	0	0	0	0
2591	10008392	Lift Station Rehab	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2015	24,691	0	0	0	0	0	0	0	9,854	14,837	0	0	0	0	0	0
2592	10008393	General Facility Upgrades	20	208	3301	WATER PLANT	GENERAL	9/30/2015	176,659	0	0	0	0	0	0	0	0	0	0	0	0	0	176,659	0
2593	10008394	Pep Tanks	20	209	3502	WW COLLECTION AND REUSE	WW Collection	9/30/2015	190,335	0	0	0	0	0	0	0	0	190,335	0	0	0	0	0	0
2594	10008395	Meter Installations	20	208	3301	WATER PLANT	W METERS	9/30/2015	153,357	0	0	0	0	0	153,357	0	0	0	0	0	0	0	0	0
2595	10008396	Water Storage Tank Repair	20	208	3301	WATER PLANT	W Treatment	9/30/2015	35,274	0	35,274	0	0	0	0	0	0	0	0	0	0	0	0	0
2596	10008397	Hydrant Replacement	20	208	3302	WATER DISTRIBUTION	W HYDRANTS	9/30/2015	28,927	0	0	0	0	28,927	0	0	0	0	0	0	0	0	0	0
2597	10008398	Water Plant Aeration System	20	208	3301	WATER PLANT	W Treatment	9/30/2015	5,244	0	5,244	0	0	0	0	0	0	0	0	0	0	0	0	0
2598	10008399	Wp Lime Silo Dust Collection	20	208	3301	WATER PLANT	W Treatment	9/30/2015	18,382	0	18,382	0	0	0	0	0	0	0	0	0	0	0	0	0
2599	10008400	Water Plant Pump & Controls	20	208	3301	WATER PLANT	W Treatment	9/30/2015	11,249	0	11,249	0	0	0	0	0	0	0	0	0	0	0	0	0
2600	10008401	Fiber Optics	20	208	1302	UTILITY BILLING	GENERAL	9/30/2015	98,266	0	0	0	0	0	0	0	0	0	0	0	0	0	98,266	0
2601	10008402	Master Plan	20	208	3301	WATER PLANT	GENERAL	9/30/2015	43,726	0	0	0	0	0	0	0	0	0	0	0	0	0	43,726	0
2602	10008403	Ww Plant Rehab	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2015	30,701	0	0	0	0	0	0	30,701	0	0	0	0	0	0	0	0
2603	10008404	Master Plan	20	209	3501	WASTERWATER PLANT	GENERAL	9/30/2015	35,740	0	0	0	0	0	0	0	0	0	0	0	0	0	35,740	0
2604	10008406	General Facility Upgrades	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2015	161,206	0	0	0	0	0	0	161,206	0	0	0	0	0	0	0	0
2605	10008415	Donated Easements 4230-00-00-0291	60	602	3301	WATER PLANT	GENERAL	9/30/2015	26,024	0	0	0	0	0	0	0	0	0	0	0	0	0	26,024	0
2606	10008417	Wwtp Phase I-Capitalized Interest	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2011	87,683	0	0	0	0	0	0	87,683	0	0	0	0	0	0	0	0
2607	10008418	Wwtp Expansion-Capitalized Interest	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2013	76,170	0	0	0	0	0	0	76,170	0	0	0	0	0	0	0	0
2608	10008419	Wwtp Expansion-Capitalized Interest	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2011	527,922	0	0	0	0	0	0	527,922	0	0	0	0	0	0	0	0
2609	10008420	2 Inch Watermain-Capitalized Interest	20	208	3501	WASTERWATER PLANT	W T&D	9/30/2018	5,451	0	0	1,616	3,836	0	0	0	0	0	0	0	0	0	0	0
2610	10008422	2 Inch Watermain-Capitalized Interest	20	209	3301	WATER PLANT	W T&D	9/30/2014	20,870	0	0	6,185	14,685	0	0	0	0	0	0	0	0	0	0	0
2611	10008471	Rima Wells Generator	30	302	3302	WATER DISTRIBUTION	GENERAL	9/30/2016	243,063	0	0	0	0	0	0	0	0	0	0	0	0	0	243,063	0
2612	10008472	Lift Station Saddlers Run	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2016	159,684	0	0	0	0	0	0	0	63,727	95,957	0	0	0	0	0	0
2613	10008473	Division Wellfield	20	209	3501	WASTERWATER PLANT	W SUPPLY	9/30/2016	98,973	98,973	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2614	10008474	S Pen Reuse Main Ext Fy15	20	208	3302	WATER DISTRIBUTION	WW T&C	9/30/2016	7,496	0	0	0	0	0	0	0	2,992	4,504	0	0	0	0	0	0
2615	10008475	Shadows Crossing Fm	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2016	466	0	0	0	0	0	0	0	186	280	0	0	0	0	0	0
2616	10008476	Watermain Repl Phase Ii	20	208	3301	WATER PLANT	W T&D	9/30/2016	2,319,679	0	0	687,462	1,632,217	0	0	0	0	0	0	0	0	0	0	0
2617	10008477	Dual Check Valve Repl	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2016	14,909	0	0	4,418	10,491	0	0	0	0	0	0	0	0	0	0	0
2618	10008478	Interactive Voice Respons	30	308	1302	UTILITY BILLING	GENERAL	9/30/2016	72,200	0	0	0	0	0	0	0	0	0	0	0	0	0	72,200	0
2619	10008479	Citywd Meter Replacement	20	208	1302	UTILITY BILLING	W METERS	9/30/2016	535,517	0	0	0	0	0	535,517	0	0	0	0	0	0	0	0	0
2620	10008480	Breakaway Util Elec & Pum	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2016	39,635	0	0	0	0	0	0	0	15,818	23,817	0	0	0	0	0	0
2621	10008481	Ww Sludge Thickener	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2016	604,481	0	0	0	0	0	0	604,481	0	0	0	0	0	0	0	0
2622	10008482	Wm Repl Phase Iii/ N Pen	20	208	3302	WATER DISTRIBUTION	W T&D	9/30/2016	1,826,962	0	0	541,440	1,285,522	0	0	0	0	0	0	0	0	0	0	0
2623	10008483	Lift Station 8M-1	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2016	265,153	0	0	0	0	0	0	0	105,818	159,334	0	0	0	0	0	0
2624	10008484	Pep Replacement	20	209	3502	WW COLLECTION AND REUSE	WW Collection	9/30/2016	141,758	0	0	0	0	0	0	0	0	141,758	0	0	0	0	0	0
2625	10008485	Meter Installations	20	208	3301	WATER PLANT	W METERS	9/30/2016	149,486	0	0	0	0	0	149,486	0	0	0	0	0	0	0	0	0
2626	10008486	Sanitarysewer Inflow Fy15	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2016	123,625	0	0	0	0	0	0	0	49,337	74,288	0	0	0	0	0	0
2627	10008487	Wtp Water Storage Tank	20	208	3301	WATER PLANT	W Treatment	9/30/2016	49,883	0	49,883	0	0	0	0	0	0	0	0	0	0	0	0	0
2628	10008488	Hydrant Replacement Fy15	20	208	3302	WATER DISTRIBUTION	W HYDRANTS	9/30/2016	433,380	0	0	0	0	433,380	0	0	0	0	0	0	0	0	0	0
2629	10008489	Wp Aeration	20	208	3301	WATER PLANT	W Treatment	9/30/2016	219,064	0	219,064	0	0	0	0	0	0	0	0	0	0	0	0	0
2630	10008490	Wp Lime Silo Dust Coll	20	208	3301	WATER PLANT	W Treatment	9/30/2016	235,613	0	235,613	0	0	0	0	0	0	0	0	0	0	0	0	0
2631	10008491	Wp Pump & Controls	20	208	3301	WATER PLANT	W Treatment	9/30/2016	454,906	0	454,906	0	0	0	0	0	0	0	0	0	0	0	0	0
2632	10008492	Fibert Optics Wtp To Elc	20	208	1302	UTILITY BILLING	GENERAL	9/30/2016	63,702	0	0	0	0	0	0	0	0	0	0	0	0	0	63,702	0
2633	10008493	Sans Storage Add'L Capaci	30	308	1302	UTILITY BILLING	GENERAL	9/30/2016	61,950	0	0	0	0	0	0	0	0	0	0	0	0	0	61,950	0
2634	10008494	Avalanche Sampler For Wastewater Plant	20	209	3501	WASTERWATER PLANT	GENERAL	9/30/2016	5,932	0	0	0	0	0	0	0	0	0	0	0	0	0	5,932	0
2635	10008495	Microwave Solids Analyzer	20	208	3301	WATER PLANT	W Treatment	9/30/2016	10,810	0	10,810	0	0	0	0	0	0	0	0	0	0	0	0	0
2636	10008496	Gen Fac Upgrades W&Ww	20	208	3301	WATER PLANT	GENERAL	9/30/2016	232,364	0	0	0	0	0	0	0	0	0	0	0	0	0	232,364	0
2637	10008497	Outfall Pipe Relacement	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2016	824,236	0	0	0	0	0	0	0	328,940	495,296	0	0	0	0	0	0
2638	10008498	Process & Instr Control	90	901	3301	WATER PLANT	W Treatment	9/30/2016	547,649	0	547,649	0	0	0	0	0	0	0	0	0	0	0	0	0
2639	10008499	Wtp Solid Handling Fac Up	90	901	3501	WASTERWATER PLANT	WW Treatment	9/30/2016	267,294	0	0	0	0	0	0	267,294	0	0	0	0	0	0	0	0
2640	10008500	Comm Infra Remote Util	20	208	1302	UTILITY BILLING	GENERAL	9/30/2016	33,461	0	0	0	0	0	0	0	0	0	0	0	0	0	33,461	0
2641	10008501	Sodium Hypochlorite Tank	20	209	3502	WW COLLECTION AND REUSE	WW Treatment	9/30/2016	79,681	0	0	0	0	0	0	79,681	0	0	0	0	0	0	0	0
2642	10008502	Lift Station Bar/.10M,12M	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2018	312,274	0	0	0	0	0	0	0	124,624	187,651	0	0	0	0	0	0
2643	10008504	South Pen Reclaimed Fy16	20	209	3501	WASTERWATER PLANT	WW T&C	9/30/2018	3,058,338	0	0	0	0	0	0	0	1,220,535	1,837,803	0	0	0	0	0	0
2644	10008530	Thompson Pump	30	305	3501	WASTERWATER PLANT	WW Treatment	9/30/2016	33,398	0	0	0	0	0	0	33,398	0	0	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
2645	10008531	Back-Hoe Replacement	30	303	3302	WATER DISTRIBUTION	GENERAL	9/30/2016	94,882	0	0	0	0	0	0	0	0	0	0	0	0	0	94,882	0
2646	10008532	2016 Ford F350	40	404	3302	WATER DISTRIBUTION	GENERAL	9/30/2016	30,309	0	0	0	0	0	0	0	0	0	0	0	0	0	30,309	0
2647	10008533	2016 Ford F350	40	404	3501	WASTERWATER PLANT	General	9/30/2016	30,309	0	0	0	0	0	0	0	0	0	0	0	0	0	30,309	0
2648	10008534	2016 Glbp Global M4	30	303	3401	SOLID WASTE COLLECTION	General	9/30/2016	226,843	0	0	0	0	0	0	0	0	0	0	0	0	0	226,843	0
2649	10008544	Power Supply Controller	20	209	3501	WASTERWATER PLANT	GENERAL	9/30/2016	6,160	0	0	0	0	0	0	0	0	0	0	0	0	0	6,160	0
2650	10008545	Pump/Motor	20	208	3301	WATER PLANT	W Treatment	9/30/2016	8,126	0	8,126	0	0	0	0	0	0	0	0	0	0	0	0	0
2651	10008546	6"" Silent Check Valve	20	208	3301	WATER PLANT	W Treatment	9/30/2016	5,728	0	5,728	0	0	0	0	0	0	0	0	0	0	0	0	0
2652	10008547	Feeder Belt / Pump Tubes	20	208	3301	WATER PLANT	W Treatment	9/30/2016	13,687	0	13,687	0	0	0	0	0	0	0	0	0	0	0	0	0
2653	10008548	Submersible Mixer	20	209	3501	WASTERWATER PLANT	GENERAL	9/30/2016	5,989	0	0	0	0	0	0	0	0	0	0	0	0	0	5,989	0
2654	10008549	Controller	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2016	5,359	0	0	0	0	0	0	5,359	0	0	0	0	0	0	0	0
2655	10008550	Refrigerated Sampler For Wwtp	30	309	3501	WASTERWATER PLANT	GENERAL	9/30/2016	7,623	0	0	0	0	0	0	0	0	0	0	0	0	0	7,623	0
2656	10008551	CAPITALIZED INTEREST WATERMAIN REPL PHAS	20	208	3301	WATER PLANT	Other	9/30/2016	7,952	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,952
2657	10008555	45 Black Creek Way	60	602	3301	WATER PLANT	W T&D	9/30/2016	723	0	0	214	509	0	0	0	0	0	0	0	0	0	0	0
2658	10008556	46 Black Creek Way	60	602	3301	WATER PLANT	W T&D	9/30/2016	488	0	0	145	343	0	0	0	0	0	0	0	0	0	0	0
2659	10008557	983 John Anderson Drive	60	602	3301	WATER PLANT	W T&D	9/30/2016	665	0	0	197	468	0	0	0	0	0	0	0	0	0	0	0
2660	10008564	Sanitary Sewer Force Main System	20	209	3301	WATER PLANT	WW T&C	9/30/2016	320,000	0	0	0	0	0	0	0	127,707	192,293	0	0	0	0	0	0
2661	20000010	FORCE MAIN SHADOW CROSSING	20	209	3501	WASTERWATER PLANT	WW T&C	4/30/2017	63,444	0	0	0	0	0	0	0	25,319	38,124	0	0	0	0	0	0
2662	20000011	SANITARY SEWER INFLOW INFILTRATION	20	209	3301	WATER PLANT	WW T&C	4/30/2018	222,896	0	0	0	0	0	0	0	88,954	133,942	0	0	0	0	0	0
2663	20000012	WATER STORAGE TANK REPAIRS	20	209	3501	WASTERWATER PLANT	WW Treatment	4/30/2017	962,660	0	0	0	0	0	0	962,660	0	0	0	0	0	0	0	0
2664	20000017	CITYWIDE METER REPLACEMENT	20	208	1302	UTILITY BILLING	W Meters	9/30/2017	571,545	0	0	0	0	0	571,545	0	0	0	0	0	0	0	0	0
2665	20000018	PEP REPLACEMENT	20	209	3502	WW COLLECTION AND REUSE	WW Collection	9/30/2017	178,213	0	0	0	0	0	0	0	0	178,213	0	0	0	0	0	0
2666	20000019	METER INSTALLATIONS	20	208	3301	WATER PLANT	W Meters	9/30/2017	127,192	0	0	0	0	0	127,192	0	0	0	0	0	0	0	0	0
2667	20000023	NORTHWEST US1 UTILITY IMPROVEMENTS	20	208	3301	WATER PLANT	W T&D	8/31/2017	722,684	0	0	214,175	508,509	0	0	0	0	0	0	0	0	0	0	0
2668	20000025	WWTP SLUDGE DEWATERING UPGRADES	20	209	3501	WASTERWATER PLANT	WW Treatment	8/31/2017	1,795,572	0	0	0	0	0	0	1,795,572	0	0	0	0	0	0	0	0
2669	20000028	UTILITY EXTENSION*ORMOND CROSSING	20	208	3301	WATER PLANT	W T&D	7/29/2017	397,538	0	0	117,815	279,724	0	0	0	0	0	0	0	0	0	0	0
2670	20000029	WTP LIME SLAKER & ONSITE HYPO UPGRADE	90	901	3301	WATER PLANT	W Treatment	8/31/2017	1,348,134	0	1,348,134	0	0	0	0	0	0	0	0	0	0	0	0	0
2671	20000045	REPLACE ROOF*WTP ADMIN BUILDING	10	104	7201	LEISURE SERVICES	W TREATMENT	4/3/2017	817	0	817	0	0	0	0	0	0	0	0	0	0	0	0	0
2672	20000047	REPLACE ROOF*WTP AERATOR BUILDING	10	104	7201	LEISURE SERVICES	W TREATMENT	5/1/2017	10,277	0	10,277	0	0	0	0	0	0	0	0	0	0	0	0	0
2673	20000055	FIRE HYDRANT REPLACEMENT	20	208	3302	WATER DISTRIBUTION	W HYDRANTS	6/15/2018	50,112	0	0	0	0	50,112	0	0	0	0	0	0	0	0	0	0
2674	20000056	CONTROLWAVE PANEL & LICENSE	20	209	3501	WASTERWATER PLANT	WW Treatment	7/20/2018	32,891	0	0	0	0	0	0	32,891	0	0	0	0	0	0	0	0
2675	20000057	SECONDARY RAW WATER TRANSMISSION MAIN	90	901	3502	WW COLLECTION AND REUSE	W SUPPLY	8/26/2017	260,459	260,459	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2676	20000068	A/C UNIT*501 N ORCHARD	10	103	3301	WATER PLANT	W Treatment	9/6/2017	7,880	0	7,880	0	0	0	0	0	0	0	0	0	0	0	0	0
2677	20000071	Centrifuge Gear	20	209	3501	WASTERWATER PLANT	WW Treatment	4/25/2017	41,560	0	0	0	0	0	0	41,560	0	0	0	0	0	0	0	0
2678	20000073	50 HP MOTOR FLOR EFFLUENT#2	20	209	3501	WASTERWATER PLANT	WW Treatment	7/14/2017	16,175	0	0	0	0	0	0	16,175	0	0	0	0	0	0	0	0
2679	20000074	WWTP MAINTENANCE BAY DOOR REPLACEMENT	10	107	3501	WASTERWATER PLANT	WW Treatment	4/11/2017	12,876	0	0	0	0	0	0	12,876	0	0	0	0	0	0	0	0
2680	20000075	PUMP MOTOR	20	209	3501	WASTERWATER PLANT	WW Treatment	8/24/2017	5,222	0	0	0	0	0	0	5,222	0	0	0	0	0	0	0	0
2681	20000077	BREAKAWAY UTILITY YARD/PUMP UPGRADE	20	209	3501	WASTERWATER PLANT	WW Treatment	6/23/2017	301,299	0	0	0	0	0	0	301,299	0	0	0	0	0	0	0	0
2682	20000078	WWTP INFLUENT PUMP STA VFD POWER QUALITY	20	209	3501	WASTERWATER PLANT	WW Treatment	8/18/2017	197,207	0	0	0	0	0	0	197,207	0	0	0	0	0	0	0	0
2683	20000081	THERMISTORS MOTOR	20	209	3501	WASTERWATER PLANT	WW Treatment	8/29/2017	12,635	0	0	0	0	0	0	12,635	0	0	0	0	0	0	0	0
2684	20000082	WATER PLANT A/C UNIT	10	103	3301	WATER PLANT	W Treatment	6/16/2017	7,086	0	7,086	0	0	0	0	0	0	0	0	0	0	0	0	0
2685	20000083	WTP/BREAKAWAY STORAGE TANK REHAB	20	208	3301	WATER PLANT	W Treatment	5/5/2017	11,665	0	11,665	0	0	0	0	0	0	0	0	0	0	0	0	0
2686	20000086	SCADA Pole	10	105	3501	WASTERWATER PLANT	General	6/23/2017	5,670	0	0	0	0	0	0	0	0	0	0	0	0	0	5,670	0
2687	20000089	refurbishh Centrifuge #001-017	20	209	3501	WASTERWATER PLANT	WW Treatment	3/28/2017	109,939	0	0	0	0	0	0	109,939	0	0	0	0	0	0	0	0
2688	20000090	REFRIGERATED SAMPLER	30	309	3501	WASTERWATER PLANT	General	9/30/2017	7,595	0	0	0	0	0	0	0	0	0	0	0	0	0	7,595	0
2689	20000091	LIST STATION 1M PUMP REPLACEMENT	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2017	44,433	0	0	0	0	0	0	0	17,732	26,700	0	0	0	0	0	0
2690	20000092	125 HP PUMP NID 20082961	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/30/2017	23,144	0	0	0	0	0	0	0	9,236	13,908	0	0	0	0	0	0
2691	20000093	ELECTRIC ACTUATOR	20	208	3301	WATER PLANT	GENERAL	9/30/2017	14,029	0	0	0	0	0	0	0	0	0	0	0	0	0	14,029	0
2692	20000094	A1A PM CONNECTION MOD	20	208	3301	WATER PLANT	GENERAL	9/30/2017	9,738	0	0	0	0	0	0	0	0	0	0	0	0	0	9,738	0
2693	20000101	GENERATOR	30	302	3501	WASTERWATER PLANT	General	8/31/2017	186,116	0	0	0	0	0	0	0	0	0	0	0	0	0	186,116	0
2694	20000105	HUNTINGTON VILLAS PHASE 1B	60	602	3301	WATER PLANT	W T&D	9/30/2017	7,097	0	0	2,103	4,994	0	0	0	0	0	0	0	0	0	0	0
2695	20000106	ORMOND CENTRAL SUBMERGED LAND UTILITY	60	602	3301	WATER PLANT	W T&D	9/30/2017	74,617	0	0	22,114	52,504	0	0	0	0	0	0	0	0	0	0	0
2696	20000107	2017 FORD F-350	40	404	3302	WATER DISTRIBUTION	GENERAL	12/6/2017	35,235	0	0	0	0	0	0	0	0	0	0	0	0	0	35,235	0
2697	20000108	2017 FORD F-350	40	404	3302	WATER DISTRIBUTION	GENERAL	12/6/2017	35,235	0	0	0	0	0	0	0	0	0	0	0	0	0	35,235	0
2698	20000110	FY 17/18 METER REPLACEMENT PROGRAM	20	208	1302	UTILITY BILLING	W Meters	11/30/2017	244,039	0	0	0	0	0	244,039	0	0	0	0	0	0	0	0	0
2699	20000114	2018 FORD F-350	40	404	3302	WATER DISTRIBUTION	GENERAL	5/30/2018	37,864	0	0	0	0	0	0	0	0	0	0	0	0	0	37,864	0
2700	20000115	PROFESSION SERVICES*DEER CREEK	20	209	3502	WW COLLECTION AND REUSE	GENERAL	11/30/2017	49,686	0	0	0	0	0	0	0	0	0	0	0	0	0	49,686	0
2701	20000117	LIFT STA 3M/TOMOKA MEADOWS & ASHFORD LAK	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/28/2018	529,675	0	0	0	0	0	0	0	211,385	318,290	0	0	0	0	0	0
2702	20000124	FOUNTAIN UPGRADES DESIGN	20	209	3502	WW COLLECTION AND REUSE	WW T&C	6/30/2018	220,492	0	0	0	0	0	0	0	87,995	132,497	0	0	0	0	0	0
2703	20000125	2018 FORD F350	40	404	3502	WW COLLECTION AND REUSE	GENERAL	6/27/2018	39,482	0	0	0	0	0	0	0	0	0	0	0	0	0	39,482	0
2704	20000126	2018 FORD F350 4X2	40	404	3502	WW COLLECTION AND REUSE	GENERAL	7/25/2018	34,432	0	0	0	0	0	0	0	0	0	0	0	0	0	34,432	0
2705	20000127	FORD F-150 TRUCK REPLACE #338	40	404	1302	UTILITY BILLING	General	6/11/2018	21,079	0	0	0	0	0	0	0	0	0	0	0	0	0	21,079	0
2706	20000128	2017 F-450 SOFTWARE SUPPORT*TRUCKS	40	404	3501	WASTERWATER PLANT	General	4/20/2018	206,086	0	0	0	0	0	0	0	0	0	0	0	0	0	206,086	0
2707	20000129	WWTP SODIUM BISULFITE STORAGE TANK REPLA	20	209	3502	WW COLLECTION AND REUSE	WW Treatment	5/11/2018	59,859	0	0	0	0	0	0	59,859	0	0	0	0	0	0	0	0
2708	20000135	METER REGISTERS	20	208	3301	WATER PLANT	W Meters	1/8/2018	74,444	0	0	0	0	0	74,444	0	0	0	0	0	0	0	0	0
2709	20000138	930M8 LOADER	30	303	3302	WATER DISTRIBUTION	GENERAL	2/26/2018	67,311	0	0	0	0	0	0	0	0	0	0	0	0	0	67,311	0
2710	20000141	CONCRETE STORAGE TANK REPAIRS	20	208	3302	WATER DISTRIBUTION	W SUPPLY	3/30/2018	50,080	50,080	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2711	20000148	MOTOR FOR GRANADA BOOSTER	20	209	3501	WASTERWATER PLANT	WW T&C	4/13/2018	5,926	0	0	0	0	0	0	0	2,365	3,561	0	0	0	0	0	0
2712	20000149	BWT RECLAIM STORAGE & PUMP STA*TOPOGRAPH	20	209	3501	WASTERWATER PLANT	WW T&C	6/29/2018	3,177,187	0	0	0	0	0	0	0	1,267,966	1,909,222	0	0	0	0	0	0
2713	20000150	LAWN EQUIPMENT FLEET	30	304	3301	WATER PLANT	General	7/10/2018	8,425	0	0	0	0	0	0	0	0	0	0	0	0	0	8,425	0
2714	20000151	REFRIGERATED SAMPLER	30	309	3501	WASTERWATER PLANT	General	7/18/2018	7,841	0	0	0	0	0	0	0	0	0	0	0	0	0	7,841	0
2715	20000152	F550 FORD CREW CHAS CAB DRW	40	404	3502	WW COLLECTION AND REUSE	General	7/27/2018	55,990	0	0	0	0	0	0	0	0	0	0	0	0	0	55,990	0
2716	20000154	REROOF BREAKAWAYS TRLS MAINTENANCE BLDG	10	105	7201	LEISURE SERVICES	OTHER	8/4/2018	24,447	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24,447
2717	20000156	Replace Low Pressure Reverse Osmosis WTP	20	209	3501	WASTERWATER PLANT	WW Treatment	7/28/2018	346,459	0	0	0	0	0	0	346,459	0	0	0	0	0	0	0	0
2718	20000158	REFRIGERATED SAMPLER WWTP	30	309	3501	WASTERWATER PLANT	General	5/22/2018	7,841	0	0	0	0	0	0	0	0	0	0	0	0	0	7,841	0
2719	20000159	SPARE REFRIGERATED SAMPLER WWTP	30	309	3501	WASTERWATER PLANT	General	8/6/2018	15,682	0	0	0	0	0	0	0	0	0	0	0	0	0	15,682	0
2720	20000160	INSTALL 900 AMP DISCONNECT SWITCHES DI	20	209	3301	WATER PLANT	General	6/27/2018	7,971	0	0	0	0	0	0	0	0	0	0	0	0	0	7,971	0
2721	20000163	MANHOLE REPAIR*387 N BEACH ST	20	208	3301	WATER PLANT	WW T&C	9/12/2018	64,281	0	0	0	0	0	0	0	25,654	38,627	0	0	0	0	0	0
2722	20000165	CARRIER 10 TON DUAL COMPRESSOR	20	208	3301	WATER PLANT	General	8/30/2018	14,470	0	0	0	0	0	0	0	0	0	0	0	0	0	14,470	0
2723	20000169	REPLACEMENT PUMP FOR LS #7M	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/3/2018	5,716	0	0	0	0	0	0	0	2,281	3,435	0	0	0	0	0	0
2724	20000170	REPLACE PUMP #1 @ 10M LS	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/3/2018	5,716	0	0	0	0	0	0	0	2,281	3,435	0	0	0	0	0	0
2725	20000171	REPLACE PUMP #2 @ 6M	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/13/2018	20,877	0	0	0	0	0	0	0	8,332	12,545	0	0	0	0	0	0
2726	20000172	PUMP FOR HOMAC LIFT STATION	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/23/2018	8,597	0	0	0	0	0	0	0	3,431	5,166	0	0	0	0	0	0
2727	20000174	PUMP #1 @ 3M LIFT STATION	20	209	3501	WASTERWATER PLANT	WW T&C	7/23/2018	5,888	0	0	0	0	0	0	0	2,350	3,538	0	0	0	0	0	0
2728	20000177	PEP TANK MAINTENANCE MATERIALS	20	209	3502	WW COLLECTION AND REUSE	WW Collection	11/2/2017	223,838	0	0	0	0	0	0	0	0	223,838	0	0	0	0	0	0
2729	20000182	REPLACEMENT PUMP	20	209	3502	WW COLLECTION AND REUSE	WW T&C	12/11/2017	15,052	0	0	0	0	0	0	0	6,007	9,045	0	0	0	0	0	0
2730	20000183	PUMP FOR II VILLAGIO LIFT STATION	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/28/2017	46,005	0	0	0	0	0	0	0	18,360	27,645	0	0	0	0	0	0
2731	20000187	REPLACE CANOPY ON PUMP #375	30	305	3501	WASTERWATER PLANT	General	8/21/2018	18,614	0	0	0	0	0	0	0	0	0	0	0	0	0	18,614	0
2732	20000188	PUMP #3 @ BREAKAWAY TRAILS LIFT STATION	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/28/2018	19,014	0	0	0	0	0	0	0	7,588	11,426	0	0	0	0	0	0
2733	20000189	240 S NOVA RD, ORMOND BEACH, 32174	60	602	3301	WATER PLANT	General	9/19/2018	12,759	0	0	0	0	0	0	0	0	0	0	0	0	0	12,759	0
2734	20000190	83 N ST ANDREWS DR, ORMOND BEACH, 32174	60	602	3301	WATER PLANT	General	8/8/2018	2,044	0	0	0	0	0	0	0	0	0	0	0	0	0	2,044	0
2735	20000191	N US HWY 1, ORMOND BEACH, 32174	60	602	3301	WATER PLANT	General	1/2/2018	33,129	0	0	0	0	0	0	0	0	0	0	0	0	0	33,129	0
2736	20000192	1245 W GRANADA BLVD, ORMOND BEACH, 32174	60	602	3301	WATER PLANT	General	1/2/2018	9,386	0	0	0	0	0	0	0	0	0	0	0	0	0	9,386	0
2737	20000204	N US1 NW CORRIDOR FORCE MAIN ADDITIONS	90	901	3501	WASTERWATER PLANT	WW T&C	7/12/2019	289,367	0	0	0	0	0	0	0	115,482	173,885	0	0	0	0	0	0
2738	20000210	WATER METERS	20	208	1302	UTILITY BILLING	W Meters	12/5/2018	290,749	0	0	0	0	0	290,749	0	0	0	0	0	0	0	0	0
2739	20000211	SHADOW CROSSINGS PUMP STATION REHAB	20	209	3501	WASTERWATER PLANT	WW T&C	2/28/2019	33,060	0	0	0	0	0	0	0	13,194	19,866	0	0	0	0	0	0
2740	20000214	2019 FORD VAN 1FTYE1CM6KKA66536	40	401	3502	WW COLLECTION AND REUSE	General	3/8/2019	23,327	0	0	0	0	0	0	0	0	0	0	0	0	0	23,327	0
2741	20000226	ENCLOSED 2200 GENERATOR*LIFT STATION E07	30	302	3501	WASTERWATER PLANT	WW T&C	6/25/2019	38,090	0	0	0	0	0	0	0	15,201	22,889	0	0	0	0	0	0
2742	20000227	WTP CLARICONE WALKWAY & SUPPORT STRUCTUR	20	208	3301	WATER PLANT	WATER PLANT	11/26/2018	126,006	0	126,006	0	0	0	0	0	0	0	0	0	0	0	0	0

Appendix 1
City of Ormond Beach
Water and Wastewater System Connection Fee Study

Fixed Asset Data and Asset Functionalization

Line No.	Asset Code	Description	Class CD	Subclass	Location	Location Description	Allocation	Date Acquired	Acquired Cost	Water						Wastewater			Reclaimed			Other Plant		
										Supply	Treatment	Transmission	Distribution	Hydrants	Meters	Treatment	Transmission	Collection	Treatment	Transmission	Distribution	Indirect	General	Other
2743	20000228	CONTACT CHAMBER MIXERS*WWTP	20	209	3502	WW COLLECTION AND REUSE	WW Treatment	8/2/2019	24,762	0	0	0	0	0	0	24,762	0	0	0	0	0	0	0	0
2744	20000229	MOTOR FOR 1P LS	20	209	3502	WW COLLECTION AND REUSE	WW T&C	9/10/2019	12,580	0	0	0	0	0	0	0	5,020	7,560	0	0	0	0	0	0
2745	20000230	REPLACEMENT PUMP FOR CYPRESS PLACE #1	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/30/2019	18,278	0	0	0	0	0	0	0	7,294	10,984	0	0	0	0	0	0
2746	20000231	REPLACEMENT PUMP FOR WALMART #2	20	209	3502	WW COLLECTION AND REUSE	WW T&C	5/13/2019	7,449	0	0	0	0	0	0	0	2,973	4,476	0	0	0	0	0	0
2747	20000232	VFD FOR HIGH SERVICE PUMP #7	20	208	3301	WATER PLANT	WATER PLANT	10/23/2018	6,494	0	6,494	0	0	0	0	0	0	0	0	0	0	0	0	0
2748	20000233	REPLACE PUMP #2 @ 10M LIFT STATION	20	209	3501	WASTERWATER PLANT	WW T&C	11/5/2018	5,888	0	0	0	0	0	0	0	2,350	3,538	0	0	0	0	0	0
2749	20000234	CHEMICAL FEED SYSTEM IMP AT WTP THRU 5/3	90	901	3301	WATER PLANT	WATER PLANT	6/17/2019	111,371	0	111,371	0	0	0	0	0	0	0	0	0	0	0	0	0
2750	20000238	CONTROL UNIT	30	309	3501	WASTERWATER PLANT	WW Treatment	1/16/2019	6,521	0	0	0	0	0	0	6,521	0	0	0	0	0	0	0	0
2751	20000240	METER REGISTERS	20	208	3301	WATER PLANT	W Meters	11/6/2018	59,400	0	0	0	0	0	59,400	0	0	0	0	0	0	0	0	0
2752	20000241	REPLACE PUMP #2*TOWNE SQ LS	20	209	3501	WASTERWATER PLANT	WW T&C	2/5/2019	5,377	0	0	0	0	0	0	0	2,146	3,231	0	0	0	0	0	0
2753	20000242	FIRELINE METER	20	208	3301	WATER PLANT	W Meters	3/8/2019	14,381	0	0	0	0	0	14,381	0	0	0	0	0	0	0	0	0
2754	20000243	REMOVE AND ENCLOSE STORAGE ROOM DOORWAY	10	105	1103	CITY HALL	OTHER	5/31/2019	24,950	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24,950
2755	20000244	OB WESTERN AREA MASTER PLAN UPDATE 8/1-3	90	901	3301	WATER PLANT	General	9/11/2019	63,290	0	0	0	0	0	0	0	0	0	0	0	0	0	63,290	0
2756	20000245	PUMPS*WW SKID ASSEMBLY	20	209	3502	WW COLLECTION AND REUSE	WW T&C	10/16/2018	8,368	0	0	0	0	0	0	0	3,340	5,028	0	0	0	0	0	0
2757	20000246	HIGH SERVICE PUMP 7 MOTOR	20	208	3301	WATER PLANT	GENERAL	10/23/2018	5,886	0	0	0	0	0	0	0	0	0	0	0	0	0	5,886	0
2758	20000247	ELECTRICAL WORK*AERATOR #2	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/20/2018	5,725	0	0	0	0	0	0	0	2,285	3,440	0	0	0	0	0	0
2759	20000248	REPLACE PUMP #2 @ 10M LIFT STATION	20	209	3502	WW COLLECTION AND REUSE	WW T&C	11/5/2018	5,888	0	0	0	0	0	0	0	2,350	3,538	0	0	0	0	0	0
2760	20000249	PINETRAIL LIFT STATION SUB PUMP #1	20	209	3501	WASTERWATER PLANT	WW T&C	11/15/2018	8,855	0	0	0	0	0	0	0	3,534	5,321	0	0	0	0	0	0
2761	20000250	PUMP @1 FOR 7M LIFT STATION	20	209	3501	WASTERWATER PLANT	WW T&C	11/15/2018	5,888	0	0	0	0	0	0	0	2,350	3,538	0	0	0	0	0	0
2762	20000252	MOTOR FORSLUDGE DIGESTER BLOWER #2	20	209	3501	WASTERWATER PLANT	WW Treatment	12/20/2018	5,935	0	0	0	0	0	0	5,935	0	0	0	0	0	0	0	0
2763	20000253	ELECTRICAL AERATOR EQ TANK AERAOR	20	209	3501	WASTERWATER PLANT	WW Treatment	12/20/2018	6,365	0	0	0	0	0	0	6,365	0	0	0	0	0	0	0	0
2764	20000254	CENTRIFUGE SLUDGE FEED PUMP #2	20	209	3501	WASTERWATER PLANT	WW Treatment	12/17/2018	12,827	0	0	0	0	0	0	12,827	0	0	0	0	0	0	0	0
2765	20000255	A/C ON HIGH SERVICE PUMP #7	20	208	3301	WATER PLANT	General	1/7/2019	10,215	0	0	0	0	0	0	0	0	0	0	0	0	0	10,215	0
2766	20000256	REPLACE PUMP #1*5M LIFT STATION	20	209	3501	WASTERWATER PLANT	WW T&C	10/3/2018	17,995	0	0	0	0	0	0	0	7,181	10,813	0	0	0	0	0	0
2767	20000257	GE MDS SD MASTER RADIO STATION	20	208	3301	WATER PLANT	General	1/18/2019	6,547	0	0	0	0	0	0	0	0	0	0	0	0	0	6,547	0
2768	20000258	AUMS 811 PUMP CASING	20	208	3301	WATER PLANT	General	1/22/2019	11,400	0	0	0	0	0	0	0	0	0	0	0	0	0	11,400	0
2769	20000259	PEP PUMPS*WEST ORMOND AREA	20	209	3502	WW COLLECTION AND REUSE	WW Collection	3/11/2019	70,803	0	0	0	0	0	0	0	0	70,803	0	0	0	0	0	0
2770	20000260	INSTALL ELECTRICAL TO WWTP MIXER	20	209	3501	WASTERWATER PLANT	WW Treatment	3/25/2019	15,940	0	0	0	0	0	0	15,940	0	0	0	0	0	0	0	0
2771	20000261	REPLACEMENT PUMP FOR LS# 5M PUMP #3	20	209	3501	WASTERWATER PLANT	WW T&C	4/16/2019	19,463	0	0	0	0	0	0	0	7,767	11,695	0	0	0	0	0	0
2772	20000262	INSTALL SCADA POLE*HUNTER'S RIDGE	20	209	3501	WASTERWATER PLANT	General	4/25/2019	6,235	0	0	0	0	0	0	0	0	0	0	0	0	0	6,235	0
2773	20000263	NIDEC ELECTRIC MOTOR	20	209	3501	WASTERWATER PLANT	General	3/29/2019	21,503	0	0	0	0	0	0	0	0	0	0	0	0	0	21,503	0
2774	20000264	ELECTRICAL WORK@ 6M LS	20	209	3501	WASTERWATER PLANT	WW T&C	5/30/2019	10,725	0	0	0	0	0	0	0	4,280	6,445	0	0	0	0	0	0
2775	20000265	ddr/ Scrubber pumps	20	208	3301	WATER PLANT	General	6/5/2019	23,233	0	0	0	0	0	0	0	0	0	0	0	0	0	23,233	0
2776	20000266	CONVEYOR BELT FOR*WWTP	20	209	3501	WASTERWATER PLANT	WW Treatment	9/18/2019	22,500	0	0	0	0	0	0	22,500	0	0	0	0	0	0	0	0
2777	20000269	WATER METERS	20	208	3302	WATER DISTRIBUTION	W METERS	9/18/2019	16,164	0	0	0	0	0	16,164	0	0	0	0	0	0	0	0	0
2778	20000270	GRANADA/CLYDE MORRIS EMERGENCY REPAIR	20	209	3501	WASTERWATER PLANT	WW Treatment	8/2/2019	42,765	0	0	0	0	0	0	42,765	0	0	0	0	0	0	0	0
2779	20000271	WWTP AMP CORD & ADAPTER	20	209	3501	WASTERWATER PLANT	General	4/12/2019	6,640	0	0	0	0	0	0	0	0	0	0	0	0	0	6,640	0
2780	20000273	875 STERTHAUS DRIVE	60	602	3301	WATER PLANT	General	9/30/2019	15,773	0	0	0	0	0	0	0	0	0	0	0	0	0	15,773	0
2781	20000274	35 BREAKAWAY TR , ORMOND BEACH	60	602	3301	WATER PLANT	General	9/30/2019	585	0	0	0	0	0	0	0	0	0	0	0	0	0	585	0
2782	20000275	600 WEST GRANADA	60	602	3301	WATER PLANT	General	9/30/2019	9,148	0	0	0	0	0	0	0	0	0	0	0	0	0	9,148	0
2783	20000276	650 WEST GRANADA BLVD	60	602	3301	WATER PLANT	General	9/30/2019	21,344	0	0	0	0	0	0	0	0	0	0	0	0	0	21,344	0
2784	20000277	PLANTATION OAKS SUBDIVISION	60	602	3301	WATER PLANT	General	9/30/2019	58,027	0	0	0	0	0	0	0	0	0	0	0	0	0	58,027	0
2785	20000278	125 EAST GRANADA BLVD	60	602	3301	WATER PLANT	General	9/30/2019	49,406	0	0	0	0	0	0	0	0	0	0	0	0	0	49,406	0
2786	20000281	2019-20 METER Replacement	20	208	1302	UTILITY BILLING	W Meters	10/11/2019	293,706	0	0	0	0	0	293,706	0	0	0	0	0	0	0	0	0
2787	20000282	AIRPORT RD/SR40 WATER MAIN LOOP DESIGN	90	901	3302	WATER DISTRIBUTION	W T&D	3/11/2020	89,253	0	0	26,451	62,802	0	0	0	0	0	0	0	0	0	0	0
2788	20000293	GRANADA SEWER LINE REPAIRS	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/29/2020	614,538	0	0	0	0	0	0	0	245,252	369,285	0	0	0	0	0	0
2789	20000294	NOVA LANDFILL-LINER REPAIR	20	210	7201	LEISURE SERVICES	OTHER	7/7/2020	174,837	0	0	0	0	0	0	0	0	0	0	0	0	0	0	174,837
2790	20000325	2020 Ford F-150	40	404	1302	UTILITY BILLING	General	8/11/2020	23,911	0	0	0	0	0	0	0	0	0	0	0	0	0	23,911	0
2791	20000326	2020 Ford F-250	40	404	3501	WASTERWATER PLANT	General	7/28/2020	28,601	0	0	0	0	0	0	0	0	0	0	0	0	0	28,601	0
2792	20000327	2020 FORD F-250	40	404	3301	WATER PLANT	General	7/30/2020	28,601	0	0	0	0	0	0	0	0	0	0	0	0	0	28,601	0
2793	20000328	2021 PETERBILT TRACTOR*WW PLANT	40	404	3501	WASTERWATER PLANT	General	8/20/2020	126,902	0	0	0	0	0	0	0	0	0	0	0	0	0	126,902	0
2794	20000329	METERES & REGISTERS	20	208	3302	WATER DISTRIBUTION	W METERS	11/18/2019	89,715	0	0	0	0	0	89,715	0	0	0	0	0	0	0	0	0
2795	20000330	DDR/E ONE PUMPS PEP SYSTEMS	20	209	3502	WW COLLECTION AND REUSE	WW Collection	10/28/2019	27,787	0	0	0	0	0	0	0	0	27,787	0	0	0	0	0	0
2796	20000331	CEI SERVICES FOR*WTP ELEVATED STORAGE TA	20	209	3502	WW COLLECTION AND REUSE	General	10/31/2019	51,166	0	0	0	0	0	0	0	0	0	0	0	0	0	51,166	0
2797	20000332	16" WATER MAIN IN MEDIAN SR40	20	208	3301	WATER PLANT	W T&D	9/30/2020	28,450	0	0	8,431	20,019	0	0	0	0	0	0	0	0	0	0	0
2798	20000333	REPLACEMENT LIME SLUDGE PUMP	20	208	3301	WATER PLANT	WATER PLANT	11/8/2019	10,845	0	10,845	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2799	20000334	CHECK VALVES*WTP LPRO	20	208	3301	WATER PLANT	WATER PLANT	12/24/2019	8,831	0	8,831	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2800	20000335	HOSE & RUBBER FOR TUBULAR ELEMENTS WW	20	208	3301	WATER PLANT	WW Treatment	2/10/2020	10,061	0	0	0	0	0	0	10,061	0	0	0	0	0	0	0	0
2801	20000336	REPAIR BACKWASH TRANSFER PUMP#2	20	208	3301	WATER PLANT	WATER PLANT	4/16/2020	19,000	0	19,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2802	20000337	REPAIR FLOWSERVE P#1 @ Hi Service P	20	208	3301	WATER PLANT	WATER PLANT	6/11/2020	12,240	0	12,240	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2803	20000338	REPLACEMENT PUMP FOR SANMARCO LS PUMP #2	20	209	3501	WASTERWATER PLANT	WW T&C	12/3/2019	6,927	0	0	0	0	0	0	0	2,765	4,163	0	0	0	0	0	0
2804	20000339	REPLACEMENT PUMP FOR LS#OG PUMP #1	20	209	3501	WASTERWATER PLANT	WW T&C	12/3/2019	10,233	0	0	0	0	0	0	0	4,084	6,149	0	0	0	0	0	0
2805	20000340	REPLACEMENT FOR LS #OG PUMP #2	20	209	3501	WASTERWATER PLANT	WW T&C	12/9/2019	10,233	0	0	0	0	0	0	0	4,084	6,149	0	0	0	0	0	0
2806	20000341	REPLACEMENT PUMP FOR LS#2M	20	209	3501	WASTERWATER PLANT	WW T&C	11/27/2019	6,927	0	0	0	0	0	0	0	2,765	4,163	0	0	0	0	0	0
2807	20000342	REPAIR P#2 @ 12M LS	20	209	3501	WASTERWATER PLANT	WW T&C	3/16/2020	5,785	0	0	0	0	0	0	0	2,309	3,476	0	0	0	0	0	0
2808	20000343	VFD POWERFLEX FOR CENTRIFUGE	20	209	3501	WASTERWATER PLANT	WW Treatment	3/1/2020	7,021	0	0	0	0	0	0	7,021	0	0	0	0	0	0	0	0
2809	20000344	REPLACE P#1 @ 7M LS	20	209	3501	WASTERWATER PLANT	WW T&C	7/22/2020	6,992	0	0	0	0	0	0	0	2,790	4,202	0	0	0	0	0	0
2810	20000345	EMERGENCY SANITARY SEWER MANHOLE REPAIR	20	209	3502	WW COLLECTION AND REUSE	WW T&C	4/2/2020	50,643	0	0	0	0	0	0	0	20,211	30,432	0	0	0	0	0	0
2811	20000346	OUTFALL REPAIR MELROSE	20	209	3502	WW COLLECTION AND REUSE	WW T&C	8/25/2020	45,167	0	0	0	0	0	0	0	18,025	27,142	0	0	0	0	0	0
2812	20000355	PEP PUMPS*WW COLLECTION & REUSE	20	209	3502	WW COLLECTION AND REUSE	WW Collection	3/24/2020	16,450	0	0	0	0	0	0	0	0	16,450	0	0	0	0	0	0
2813	20000356	PEP PUMPS	20	209	3502	WW COLLECTION AND REUSE	WW Collection	6/12/2020	16,450	0	0	0	0	0	0	0	0	16,450	0	0	0	0	0	0
2814	20000359	PUMP	20	209	3502	WW COLLECTION AND REUSE	WW T&C	7/9/2020	32,900	0	0	0	0	0	0	0	13,130	19,770	0	0	0	0	0	0
2815	20000360	PUMP REPAIRS*ORCHARD REUSE PS	20	209	3501	WASTERWATER PLANT	WW T&C	6/11/2020	6,595	0	0	0	0	0	0	0	2,632	3,963	0	0	0	0	0	0
2816	20000361	POWERFLEX VFD*WATER PLANT	20	208	3301	WATER PLANT	WATER PLANT	7/20/2020	15,790	0	15,790	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2817	20000362	AERATOR REPAIR*WASTE WATER PLANT	20	209	3501	WASTERWATER PLANT	WW Treatment	8/17/2020	7,101	0	0	0	0	0	0	7,101	0	0	0	0	0	0	0	0
2818	20000363	ELECTRIC ACTUATOR WTP	20	209	3501	WASTERWATER PLANT	WW Treatment	8/14/2020	5,420	0	0	0	0	0	0	5,420	0	0	0	0	0	0	0	0
2819	20000364	PUMP REPAIRS* 4M LS	20	209	3501	WASTERWATER PLANT	WW T&C	8/20/2020	12,536	0	0	0	0	0	0	0	5,003	7,533	0	0	0	0	0	0
2820	20000365	ddr/ Electrical @ well 30H to 29H	20	209	3501	WASTERWATER PLANT	WW Treatment	9/24/2020	18,005	0	0	0	0	0	0	18,005	0	0	0	0	0	0	0	0
2821	20000366	RTU PANEL ASSEMBLIES*WWP	20	209	3501	WASTERWATER PLANT	WW Treatment	9/30/2020	24,218	0	0	0	0	0	0	24,218	0	0	0	0	0	0	0	0
2822	20000367	N BEACH STREET EMERGENCY REPAIR	20	209	3502	WW COLLECTION AND REUSE	WW T&C	3/18/2020	21,187	0	0	0	0	0	0	0	8,456	12,732	0	0	0	0	0	0
2823	20000369	STORM AND SEWER LINING YEAR 2	90	901	3302	WATER DISTRIBUTION	OTHER	2/29/2020	151,879	0	0	0	0	0	0	0	0	0	0	0	0	0	0	151,879
2824	20000370	UTILITY EASEMENTS HUNTERS RIDGE	60	602	3301	WATER PLANT	General	9/30/2020	6,928	0	0	0	0	0	0	0	0	0	0	0	0	0	6,928	0
2825	20000371	39 BEAVER LAKE UTILITY EASEMENT	60	602	3301	WATER PLANT	General	9/30/2020	22,386	0	0	0	0	0	0	0	0	0	0	0	0	0	22,386	0
2826	20000372	PLANTATION OAKS SUBDIVISION	60	602	3301	WATER PLANT	W T&D	9/30/2020	115,144	0	0	34,124	81,020	0	0	0	0	0	0	0	0	0	0	0
2827	29999999	CAPITLIZED INTEREST 2017	20	208	3301	WATER PLANT	General	9/30/2017	17,647	0	0	0	0	0	0	0	0	0	0	0	0	0	17,647	0
2828		Total Assets							$251,530,365	$5,267,962	$66,173,392	$8,602,099	$19,769,698	$1,139,376	$6,204,197	$76,860,787	$19,299,468	$31,675,708	$0	$0	$0	$109,915	$14,224,522	$2,203,241
2829		Allocation Factors								2.24%	28.16%	3.66%	8.41%	0.48%	2.64%	32.71%	8.21%	13.48%	0.00%	0.00%	0.00%			
2830		Allocation of Indirect Assets								2,464	30,952	4,024	9,247	533	2,902	35,951	9,027	14,816	0	0	0			
2831		Total Allocated Assets								$5,270,426	$66,204,344	$8,606,122	$19,778,945	$1,139,909	$6,207,099	$76,896,737	$19,308,495	$31,690,524	$0	$0	$0			
2832		Allocation Factors								2.24%	28.16%	3.66%	8.41%	0.48%	2.64%	32.71%	8.21%	13.48%	0.00%	0.00%	0.00%			

CITY OF

Ormond Beach

Municipal Impact Fees Study

March 29, 2023

RAFTELIS

March 29, 2023

Honorable Mayor and
Members of the City Commission
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Subject: **Municipal Impact Fees Study**

Ladies and Gentlemen:

We have completed our study of the municipal impact fees for parks and recreation, stormwater, local roads, and mobility fees as well as our impact fee feasibility analysis for the police and fire departments for the City of Ormond (the "City") and have summarized the results of our analysis, assumptions, and conclusions in this report, which is submitted for your consideration. This report summarizes both the basis for the proposed impact fees in order to provide funds to meet the City's capital expenditure requirements for such services allocable to growth as well as basis for the recommendation regarding potential implementation of police and fire impact fees.

During the course of the study, it was determined that the proposed impact fees should meet a number of goals and objectives. These goals and objectives primarily deal with fee sufficiency and level. Specifically, the major objectives considered in this study include:

- The Impact Fees should be sufficient to fund the projected capital requirements associated with providing service to new growth and development;
- The Impact Fees should not be used to fund deficiencies in capital needs of the City, if any; and
- The Impact Fees should be based upon reasonable level of service standards which meet the needs of the City and are similar to industry standards.

The proposed municipal services impact fees presented in this report should meet the above objectives, as identified by the City during this study. As such, based on information provided by the City and the assumptions and considerations reflected in this report, Raftelis Financial Consultants, Inc. (Raftelis) considers the proposed fees to be cost-based, reasonable, and representative of the funding requirements of the City.

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We appreciate the cooperation and assistance given to us by the City and its staff in the completion of the study.

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Anthony Hairston
Vice President

KITTELSON & ASSOCIATES



Stephanie Shealey, P.E.
Senior Engineer



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Attachments

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EXECUTIVE SUMMARY AND RECOMMENDATIONS

Executive Summary

The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to new development responsible for such costs. To the extent new population growth and associated development imposes identifiable capital costs to municipal services, equity and modern capital funding practices suggest the assignment of such cost to those residents or system users responsible for such costs. The City of Ormond Beach (City) has recognized this capital funding strategy as being an appropriate method of funding the certain future capital requirements of the City. The City has, in the past, adopted impact fees for the following municipal services:

- Parks and Recreation
- Stormwater
- Transportation

This report addresses the impact fees associated with parks and recreation, stormwater, and transportation (collectively, the "Municipal Services Impact Fees"). The City currently has impact fees for all these services as noted above. Raftelis Financial Consultants, Inc. (Raftelis) was retained to review and develop proposed fees, as appropriate. In addition, Raftelis was tasked to conduct a feasibility study for police and fire services in order to determine if the City should consider implementing police and fire impact fees.

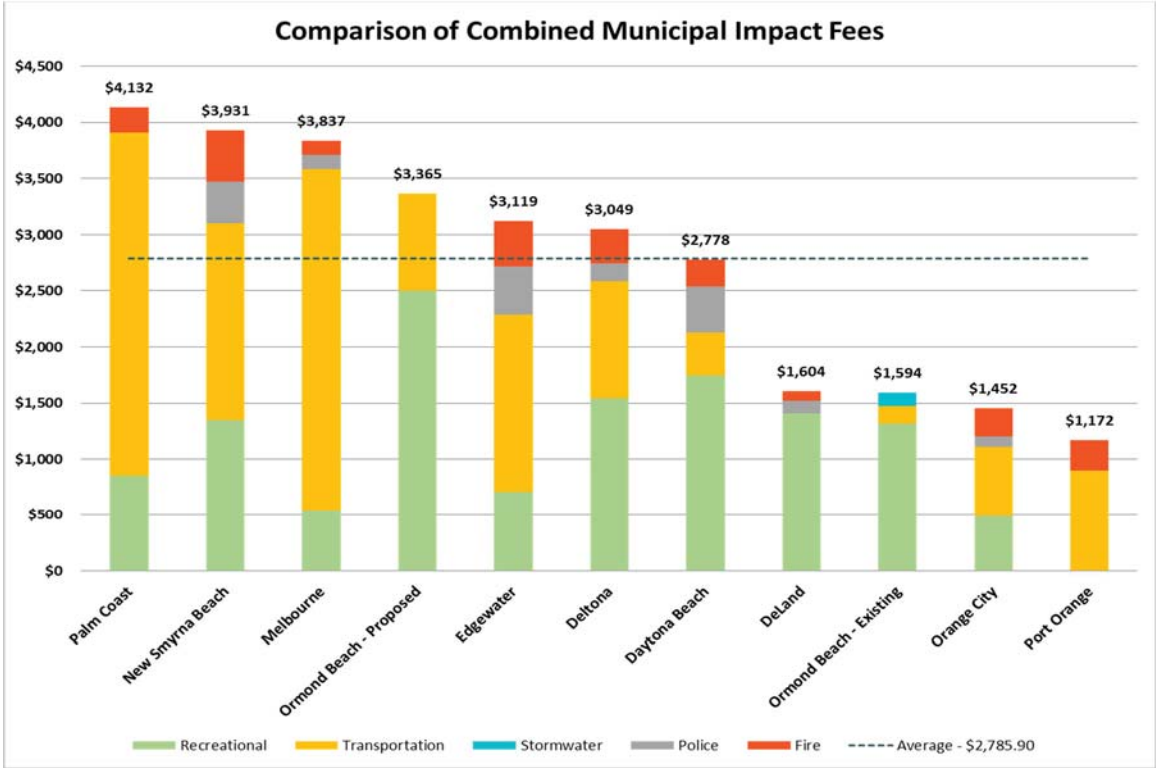
Based on the subsequent discussions in this section, the following table summarizes the City's existing to proposed impact fees for the single-family residential classification as follows:

Single-family Residential Impact Fees		
	Existing Fees	Proposed Fess
Parks and Recreation	$1,312.24	$2,500.00
Stormwater	119.39	0.00
Local Roads	162.61	864.59
Total	**$1,594.24**	**$3,364.59**

Mobility Fees		
	Existing Fees	Proposed Fess
Rate per Person Trip	$16.00	$85.67

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A comparison of the City's existing and proposed single-family residential impact fees levels to other local municipalities is shown below for informational purposes.



As shown above, the City's calculated impact fees are comparable to the impact fees charged other Florida communities surveyed.

The existing and proposed fee shown above for parks and recreation is only charged to residential properties, while fees for roads are also charged to non-residential properties. The non-residential fees are unique to the service requirements of each property. A detailed discussion on impact fees for both residential and non-residential properties is provided for in subsequent sections of this study report.

Findings and Recommendations

The following is a summary of the observations and recommendations following our investigation, analyses, and preparation of this report:

1. The impact fees must be reasonably related to the cost of providing capital facilities / equipment needed to accommodate new growth. The impact fees collected must be used by the City to address the capital costs related to serving new development. Based on the information made available by the City, the proposed impact fees are designed to meet these Florida legal requirements.

2. Pursuant to Florida Statutes Section 163.31801, the City must provide notice no less than 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee.

3. Collection of the fee may not be required before the issuance of the building permit.

4. In compliance with Florida Statutes the City should collect and maintain revenue from each type of municipal fee in designated sub-accounts and use such fees on those facilities designated for each purpose.

5. The City should adopt the impact fees as proposed to ensure adequate funding sources are available to fund future service expansion projects needed to provide the identified level of service to new growth.

6. The fees developed within this report reflect recovery of identified costs and the City has discretion to phase-in or otherwise adopt less than the fully calculated fees. However, the adoption of fees less than the fully calculated rates should be applied to all land uses equally in order to maintain the calculations herein in correct proportion. Adopting less than the calculated rates would increase the reliance on general fund and other revenue sources to meet the demands of growth.

7. For reasons detailed in Section 4 of this report the City should consider the discontinuation of its stormwater impact fees.

8. The City should revise its impact fee credit policy so that credits from demolitions will not have an expiration date.

9. As detailed in Sections 6 and 7 of this report, we recommend that the City consider pursuing the development and establishment of police and fire protection impact fees.

The subsequent sections of this report provide detailed discussions on the existing and proposed impact fees for parks and recreation services, stormwater service, and local roads / mobility service as well as a discussion on the police and fire feasibility analyses and recommendations.

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SECTION 1 – INTRODUCTION

Introduction

The City of Ormond Beach (City) is located in Volusia County (County) north of Daytona Beach and south of Palm Coast. The City comprises 38.91 square miles and provides an array of services to year-round and seasonal residents. The municipal services in demand include parks and recreation, police, fire / EMS services, and stormwater management. Based on the published U.S. Census in 2020, the City's permanent population was 43,080. Based on historical growth trends and discussions with the City's Planning Department, the estimated 2021 population was 44,041. It is anticipated that the City will have modest growth over the next 20 years with the City's population projected to reach 50,630 with approximately 21,730 housing units by 2040 (Forecast Period). In addition to housing, the City anticipates commercial development to continue to support new residents. In order to meet this anticipated growth and development and to maintain current levels of service, the City will need to fund capital improvements to serve such development.

The City's Municipal Services Impact Fees were last updated in 1996. Although the City has indexed such rates annually thereafter, rates need to be reviewed periodically to ensure that such fees reflect current actual investments made to serve growth, and to adequately reflect additional needs required to service new developments. Therefore, the City authorized Raftelis, to evaluate the existing parks and recreation, stormwater management, and roads / mobility impact fees and to complete a feasibility analysis on potential new impact fees for police and fire protection service.

Authorization

Raftelis was authorized by the City to evaluate and develop parks and recreation and stormwater impact fees as well as preform a feasibility analysis to assess the potential for police and fire impact fees pursuant to an agreement between the City and Raftelis. The scope of work for this project, as defined in the agreement, was to:

1. For each service, review and analyze the capital requirements of the City that are needed to meet the level of service standards for the municipal function. This analysis includes a review of: i) the existing and future facility and equipment inventory of each specific municipal function; ii) service area population and development demographics and future needs; and iii) services provided by class of customers.

2. Where appropriate, develop a fee to be charged to new development in order to recover the capital costs associated with providing municipal services. This analysis includes the apportionment of costs among customer / development classifications, and the development of the fee per equivalent billing unit.

3. Make recommendations as to additional impact fees to charge for services that the City provides.

4. Develop a comparison of the impact fees and associated billing attributes for similar charges imposed by other neighboring jurisdictions.

5. Prepare a report that documents our analyses, assumptions, and conclusions for consideration by the City Manager and City Commission.

Criteria for Impact Fees

The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to those new customers that benefit from the facilities funded by such expenditures. To the extent new population growth and associated development imposes identifiable capital costs to municipal services, equity and modern capital funding practices suggest the assignment of such costs to those residents or system users responsible for such costs rather than the existing population base. Generally, this practice has been labeled as "growth paying its own way".

Historically, impact fees in Florida were a result of home rule powers with the requirements associated with the development, administration, accounting and expenditure governed by case law. However, Section 163.31801 of the Florida Statutes, known as the "Florida Impact Fee Act", was created on June 14, 2006, which placed specific requirements and limitations on that home rule authority. This statue has been amended several times since its initial adoption, including significant additional provisions in 2021 such as limiting the percentage increase for a change in impact fees. Appendix A at the end of the report includes the full Florida impact fee statute.

The statute provides specific impact fee criteria, certain precedents established by case law also constitute the legal requirements associated with impact fees. Some of the major criteria includes the following:

1. The impact fee should be reasonably equitable to all parties; that is, the amount of the fee must bear a relationship to the amount of services requested;

2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users;

3. The impact fee should, to the extent practical, only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for increases in or expansions of capacity or capital requirements that are required solely due to growth. Therefore, expenses due to normal renewal and replacement of a facility (e.g., replacement of a capital asset) should be borne by all users of the facility or municipality. Similarly, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility; and

4. The local government must adopt a revenue-producing ordinance that explicitly sets forth restrictions on revenues (uses thereof) that the imposition of the impact fee generates. Therefore, the funds collected from the impact fees should be retained in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described.

Based on the criteria provided above, the impact fees herein will: 1) include local current costs of improvements associated with the capacities needed to serve new growth; 2) not reflect costs of improvements associated with the renewal and replacement (R&R) of existing capital assets or deficiencies in level of service attributed to existing development; and 3) not include any costs of operation and maintenance of the capital improvements and equipment.

This section provides only a general background regarding impact fees. Certain circumstances and issues regarding the interpretation of specific statutes or case law should be addressed by qualified legal counsel.

Impact Fee Methods

There are several different methods for the calculation of an impact fee. The calculation is dependent on the type of fee being calculated (e.g., recreational services, transportation, etc.), cost and engineering data available, and the

availability of other local data such as household and population projections, current levels of service, and other related items. The proposed Municipal Services Impact Fees reflected in this report are predominately based on three separate methods. There were three major methods of impact fee calculation considered in this analysis. These three methods were: i) the improvements-driven method; ii) the standards-driven method; and iii) the buy-in or recoupment approach. These methods have been utilized in the development of impact fees for local governments throughout Florida.

The improvements-driven method is an approach that utilizes a specific list of existing or planned capital improvements over a period of time. For example, the fee may correspond to the level of capital improvements that have been identified in the capital improvements element of the Comprehensive Plan or capital improvement budget of the entity. The standards-driven method does not utilize the cost of improvements based on anticipated needs as stated in the capital improvement plan but rather uses a set of theoretical standards to determine the cost of the improvements associated with new growth. The buy-in or recoupment method is based on this historical cost of assets, and adjustments to the basis of these assets, currently in service and the current population. The primary difference between the three methodologies is how the capital costs, which must be recovered from the application of the fee, are calculated.

The proposed impact fees herein for the municipal services include the application of these methods based on the capital facilities required to provide services and meet the City's service level standards. Where appropriate, the blending of methods occurred and a more complete discussion of the methods used for the determination of the impact fees are presented in Sections 3 through 5.

Summary of Report

In addition to Section 1, this report has been subdivided into six (6) other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2 – City Demographics. This section of the report provides a general discussion of the residential land use characteristics. Also presented in this section is the forecast of the residential dwelling units and non-residential development that is necessary in the design of the impact fees for the municipal services.

Section 3 – Parks and Recreation Service Impact Fee Analysis. This section discusses the development of the recreation impact fee, including the capital requirements associated with providing parks and recreation facilities to the City's residents, the methodology for the determination of the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 4 – Stormwater Impact Fee Analysis. This section discusses the existing stormwater system, a discussion on stormwater system funding approaches, the current stormwater impact fees charged, and recommendations regarding the fees.

Section 5 – Transportation Impact Fee Analysis. This section discusses the development of the local roads and mobility impact fees, including the methodology for the determination of the proposed fees, assumptions utilized in the design of the fees, and other factors associated with fee determination.

Section 6 – Police Facilities Impact Fee Feasibility Analysis. This section discusses the feasibility of possibly developing impact fees for police services in the future, including a review of current capital costs, a comparison of police impact fees charged in neighboring communities, and a potential fee range.

Section 7 – Fire Protection Facilities Impact Fee Feasibility Analysis. This section discusses the feasibility of possibly developing impact fees for fire protection services, including a review of current capital costs for providing fire services, a comparison of fire impact fees charged in neighboring communities, and a potential fee range.

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SECTION 2 – CITY DEMOGRAPHICS

General

This section provides a general discussion of the current service area, including population and housing statistics and other demographic information related to land use. Additionally, a discussion of the anticipated growth in population and associated growth in residential dwelling units is also contained in this section.

Population and Development Forecast

Regardless of the approach taken to formulate impact fees, a forecast of the population of the City is needed in order to: i) have an appropriate planning horizon to ensure that capital improvement needs and costs are apportioned over a suitable growth segment; ii) link LOS requirements to the capital facility plan; and iii) identify any deficiencies in existing capital facilities related to the LOS standards and current population served.

As shown in Table 2-1 at the end of this section, the City's total estimated population is 44,041 in 2021. Based on information provided by the City, it is estimated that the total population will approach approximately 45,829 residents by 2025 and 50,630 residents by the year 2040. Thus, the population growth anticipated by the City is expected to be moderate, approximately 1.00% on an average annual basis through the year 2030 and then conservatively by 0.50% percent through the year 2040.

Historical and Projected Population and Dwelling Units

Year	Total Population	Total Dwelling Units	Average Persons per Occupied Dwelling Unit
2020 [1]	43,080	18,489	2.33
2021	44,041	18,700	2.33
2022	44,677	19,175	2.33
2025	45,829	19,669	2.33
2030	48,167	20,673	2.33
2040	50,630	21,730	2.33

[1] Future population estimates shown based on a review of historical population growth as obtained from the U.S. Census Bureau, from projections from the University of Florida's Florida Housing Data Clearinghouse, and discussions with City staff.

To the extent the projection of future development materially changes, it would then be appropriate for the City to re-evaluate the impact fees developed in this report.

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Persons per Household

In order to develop recreational impact fees based on the type of residential properties to estimate the impact on recreational facilities, Raftelis evaluated the existing residential units within the City. Based on the historical relationships of persons per dwelling unit for single-family, multi-family, and mobile home property types used in the existing fees as well as revised population and unit data from the Census Bureau an estimate of persons per unit was developed and is shown below.

- Single-family Persons per Household – 2.53
- Multi-family Persons per Household – 2.05
- Mobile Home Persons per Household – 1.68
- City Average Persons per Household – 2.33

It should be noted that with respect to Sections 6 and 7 in this report, further demographic data and related functional population analyses would be required in order to develop potential police and fire impact fees. At this time the proposed fees being calculated (the parks and recreation fees described in Section 3) do not involve this type of approach as they only apply to residential development and not nonresidential development.

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Section 2
City of Ormond Beach
Municipal Impact Fee Study

List of Tables

Table	Description
2-1	Population and Housing Forecast

Table 2-1
City of Ormond Beach
Municipal Impact Fee Study

Population and Housing Forecast

Line No.	Fiscal Year	Annual Average Rate	Total Population [1]	Total Units	Average Pop. per Unit
1	2010		38,137	16,193	2.36
2	2019	0.88%	41,282	18,024	2.36
3	2020	4.36%	43,080	18,489	2.33
4	2021	2.23%	44,041	18,902	2.33
5	2022	1.44%	44,677	19,175	2.33
6	2025	1.00%	45,829	19,669	2.33
7	2026	1.00%	46,491	19,953	2.33
8	2030	1.00%	48,167	20,673	2.33
9	2040	0.50%	50,630	21,730	2.33
10	Overall 2020 - 2040	0.81%			

Footnote:

[1] Future population estimates based on a review of historical population growth as obtained from the US Census Bureau and from projections from the City.

SECTION 3 – PARKS AND RECREATION SERVICE IMPACT FEE ANALYSIS

General

This section provides a discussion of the development and design of the proposed impact fee for parks and recreation services. Included in this section is a discussion of the City's adopted level of service (LOS) standards, facility requirements, and related capital costs included as the basis for the fee determination, and the design of the fee to be applied to new growth within the City.

Level of Service Standards

As outlined in the City's Comprehensive Plan and Parks and Recreation Master Plan, the City has adopted Level of Service (LOS) standards for recreational facilities and activities. With respect to open space, the City has adopted a recreational open-space LOS standard of thirteen (13.00) acres per 1,000 residents in total. The City currently owns and maintains an inventory of parks. A summary of the City-owned and -operated parks (existing and under development) is summarized on Table 3-1. The City's current inventory includes 607.45 acres including neighborhood parks, mini-parks, community centers, and more. Table 3-2 provides a detailed listing of the City's current investment in the parks, including land, improvements, facilities, and equipment, which total approximately $58.1 million. As shown in Table 3-3 and based on the estimated population of 44,041 residents in 2021, the City has an existing level of service for total open space of 13.0 acres per 1,000 population, which results in the City having an existing surplus as follows:

Descriptions	Amounts
Population 2021	44,041
Open Space LOS	13.0 Acres per 1,000 Population
Required Acres	572.53 Acres
Current City Inventory	607.45 Acres
Surplus/(Deficiency)	34.92 Acres

It should also be noted that as the City's population grows over time this surplus of acreage per 1,000 population will decrease. However, the City has plans for the acquisition of additional land at multiple sites that will go towards maintaining the required parks and recreation LOS throughout the forecast window through 2040.

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Existing Recreational Assets

In the determination of the fee, the historical costs of the existing assets and any grant funding for those assets was considered. The City's existing assets are categorized by type and are summarized below.

Inventory of City Parks and Recreational Facilities [1]	
Description	Historical Cost
Assets Included in Fee Calculation:	
Land	$10,599,856
Facilities	30,422,508
Activity-related	14,615,760
Subtotal	$55,638,123
Assets Excluded From Fee Calculation:	
Machinery and Equipment	$947,032
Other Excluded Assets	1,544,333
Subtotal	$2,491,365
Total Existing Investment in Parks and Recreation	$58,129,488

[1] Amounts as shown on Table 3-2.

As shown above, of the $59,129,488 in recreational assets, $55,638,123 is included in the calculation of the impact fee.

Capital Improvement Plan

In the determination of the fee, the following five- (5) year capital improvement plan was provided by the City for this project. Along with the City's existing investment in recreation assets this capital improvement plan is anticipated and designed to provide recreation services to the City's "buildout" dwelling unit level and maintain the identified level of service standards. The City's capital improvements are summarized below.

Projected Future City Investment in Recreational Facilities and Activities (Capital Plan) [1]	
Description	Amount
Total Improvements	$6,229,053
Less:	
Grant Funding	(2,149,303)
R&R Projects	(547,249)
Future Investment Included in Fee Calculation	$3,532,501

[1] Amounts as provided by City staff and are shown on Table 3-4.

As can be seen above, the City anticipates spending $3,532,501 in order to further acquire and develop the parks and recreation facilities to provide the desired level of recreation services to the City after adjustments for grants and renewal and replacement (R&R) projects.

Design of Recreational Facility Impact Fee

The method used to calculate the impact fee is a combination of the improvements-driven method and buy-in method as the recoupment of a portion of existing investments available to serve new growth and the costs associated with adding additional capacity to serve the City's future recreation needs are recognized. Table 3-5 at the end of this report summarizes the results of the impact fee calculation. The following is a brief description of the method used in this study:

- Development of Recoverable Assets – Based on the City's existing investment in recreation and park facilities, and the dwelling unit projections at "buildout", the total estimated cost of existing assets to serve residents is identified.

- Development of Total Capital Need – Based on the City's estimated capital costs of developing future park facilities, and the dwelling unit projections, the total estimated cost to serve existing residents is developed.

- Development of Equivalent Impact Fee Units – This data which was provided by Staff in the form of the City's anticipated "buildout" dwelling unit capacity. These figures are used to develop a proposed fee per dwelling unit.

- Calculation of Cost per Dwelling Unit – Once the total capital costs allocable to future resident are determined, the impact fee unit per dwelling (residence) is calculated. This calculation represents the average cost of recreation facilities per dwelling person multiplied by the estimated persons per dwelling unit for single-family, multi-family, and mobile home residential dwellings.

RECREATIONAL FACILITY IMPACT FEE ASSUMPTIONS

In the development of the recreation impact fees, several assumptions were utilized. The major assumptions used in the development of the impact fees are as follows:

1. The development of the cost for the recreation facilities impact fees was based on the City's current inventory of parks and recreational activities, the recommended level of service standards for recreational facilities, and the City's estimated capital costs to develop future facilities and activities.

2. As indicated in Table 3-5, the City has identified existing needs totaling $49,942,204, which includes a credit for grants and R&R projects, which reduced the burden by $9,855,920. The total needs were based primarily on actual investments made by the City, which should be recouped from future residential growth.

3. No credits from other revenue sources have been identified for the purposes of this calculation, as it is assumed that other funding sources generated by future users will be utilized to provide for the necessary ongoing operating and repair / replacement costs required.

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IMPACT FEE CALCULATION

Based on the above-referenced assumptions, the recreation impact fee as calculated in detail on Table 3-5 was determined as follows:

Description			Amounts
Existing Investment in Parks and Recreation [1]			$55,638,123
Future Investment in Parks and Recreation [2]			4,160,001
Total Existing and Future Investment in Parks and Recreation Through 2025			$59,798,124
Previously Grant Funded/Donated Assets [3]			($9,228,420)
Planned Future Grant Funded/Donated Assets Through 2025 [3]			(627,500)
Total Grant Funded/Donated Assets Through 2025			($9,855,920)
Total Existing and Proposed Investment in Parks and Recreation			$49,942,204
Total City Population in 2040 [4]			50,630
Total Costs to be Recovered per Person			$986.41
	Single-family	Multi-family	Mobile Home
Total Costs to be Recovered per Person	$986.41	$986.41	$986.41
Estimated Persons per Dwelling Unit [5]	2.53	2.05	1.68
Total Costs to be Recovered per Dwelling Unit	$2,500.07	$2,021.49	$1,658.45
Total Costs to be Recovered per Dwelling Unit (Rounded)	$2,500.00	$2,021.00	$1,658.00

[1] Existing investment amount shown based on Table 3-2.
[2] Future investment amount shown based on Table 3-4.
[3] Amount based on information provided by City Staff.
[4] Buildout population shown based on Table 2-1.
[5] Amounts shown based on average population and housing unit data as obtained from the American Community Survey for 2019-2015 from the U.S. Census Bureau.

As shown above, the maximum supportable impact fees are $2,500.00, $2,021.00 and $1,658.00 per dwelling unit for single-family, multi-family, and mobile home, respectively. Each of these fees are being increased by a percentage between 90.5% and 111.01%. The recent update to Section 168.31801 F.S. added the following subsection, which provides certain limitations of how municipalities can increase impact fees:

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.
(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.
(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.
(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.
(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.
(e) An impact fee may not be increased more than once every 4 years.
(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitation.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

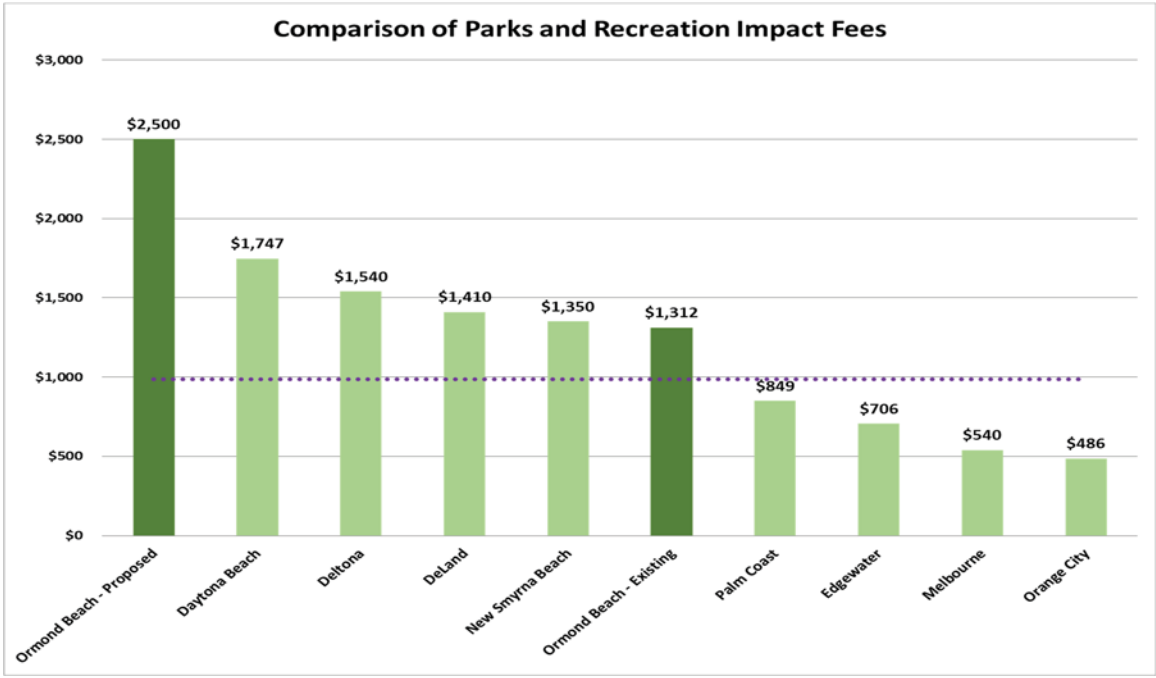
3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

With the maximum supportable impact fee being significantly higher than the City's current fees due to the current investment and future significant planned investment in the department as well as the projected new growth requiring future investment in recreation facilities to maintain its level of service, the City has decided to pursue a fee increase via the extraordinary circumstances provision of the statute.

Impact Fee Comparisons

In order to provide the City additional information about the proposed impact fees, a comparison of the proposed fees for the City and those charged by other jurisdictions was prepared. Table 3-6 at the end of this section summarizes the impact fees for recreational services charged by other communities with the proposed rates of the City. Please note that each community may establish a different LOS standard to meet its demographic needs for recreation facilities and activities. The City can anticipate variances between other communities.



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Section 3
City of Ormond Beach
Parks and Recreation Services Impact Fee Analysis

List of Tables

Table	Description
3-1	Inventory of City Parks and Recreation Facilities
3-2	Summary of Existing City Investments in Parks and Recreation
3-3	Existing Level of Service and Open-Space Needs
3-4	Multi Year Capital Improvement Plan
3-5	Design of Parks and Recreation Impact Fee
3-6	Parks and Recreation Services Impact Fee Comparison

Table 3-1
City of Ormond Beach
Parks and Recreation Services Impact Fee Analysis

Inventory of City Parks and Recreation Facilities [1]

Line No.	Facility Classification	Acres	Facilities
1	**Ames Park**	**1.28**	(12) Parking (1) Restrooms (1) Gazebo (11) Park Benches (1) Walk/Jog Path (1) Fishing Permitted (1) Pier/Dock (1) Special Feature/Art
2	**Andy Romano Beachfront Park**	**3.47**	(199) Parking (1) Restrooms (1) Gazebo (15) Park Benches (1) Playground (1) Picnic Tables (1) Picnic Grill (1) Large Pavilion (1) Splash pad (1) Outdoor Showers (1) Fishing Permitted
3	**Arroyo Oaks Mini Park**	**0.24**	(2) Parking (1) Special Feature/Art
4	**Arroyo Parkway Passive Park**	**16.87**	
5	**Bailey Riverbridge Gardens**	**3.62**	(20) Parking (12) Park Benches (1) Picnic Tables (1) Special Feature/Art
6	**Birthplace of Speed Park**	**0.68**	(11) Parking (1) Restrooms (1) Park Benches (1) Picnic Tables (1) Picnic Grill (1) Large Pavilion (1) Pier/Dock
7	**Casements Campus - (Includes Ormond Beach Tennis Center)**	**5.47**	(70) Parking (1) Restrooms (1) Community Center (1) Meeting Room (1) Kitchen
8	**Cassen Park**	**3.66**	(47) Parking (1) Restrooms (1) Gazebo (1) Park Benches (1) Picnic Tables (1) Walk/Jog Path (1) Boat Ramp (1) Canoe/Kayak Launch (1) Fishing Permitted (1) Pier/Dock
9	**Central Park I**	**21.08**	(40) Parking (1) Restrooms (1) Park Benches (1) Playground (1) Picnic Tables (1) Large Pavilion (1) Basketball Court (1) Canoe/Kayak Launch (1) Fishing Permitted

Table 3-1
City of Ormond Beach
Parks and Recreation Services Impact Fee Analysis

Inventory of City Parks and Recreation Facilities [1]

Line No.	Facility Classification	Acres	Facilities
			(1) Pier/Dock
			(1) Community Gardens
10	**Central Park II**	**15.29**	(24) Parking
			(1) Gazebo
			(1) Basketball Court
			(1) Tennis Court
			(1) Pickleball Court
			(1) Fishing Permitted
			(1) Pier/Dock
			(1) Community Gardens
11	**Central Park III**	**62.23**	(5) Parking
			(1) Park Benches
			(1) Walk/Jog Path
			(1) Fitness Stations
			(1) Canoe/Kayak Launch
12	**Central Park IV**	**53.89**	(19) Parking
			(1) Restrooms
			(1) Park Benches
			(1) Walk/Jog Path
			(1) Canoe/Kayak Launch
			(1) Fishing Permitted
			(1) Pier/Dock
			(1) Community Center
			(1) Meeting Room
13	**Division Avenue Passive Park**	**3.80**	
14	**Firehouse Park**	**0.31**	(19) Parking
			(1) Park Benches
			(1) Playground
			(1) Picnic Tables
			(1) Special Feature/Art
15	**Fortunato Park**	**4.29**	(28) Parking
			(1) Restrooms
			(1) Park Benches
			(1) Playground
			(1) Picnic Tables
			(1) Picnic Grill
			(1) Nature Trail
			(1) Bike Trail
			(1) Canoe/Kayak Launch
			(1) Fishing Permitted
			(1) Pier/Dock
			(1) Special Feature/Art
16	**GF Althouse Trail (Part of Central Park III)**	**3.70**	(8) Parking
			(1) Walk/Jog Path
			(1) Bike Trail
			(1) Canoe/Kayak Launch
			(1) Fishing Permitted
			(1) Pier/Dock
17	**Haas Park**	**14.95**	(1) Park Benches
			(1) Walk/Jog Path
18	**Hospital Gardens Mini-Park**	**0.08**	(1) Park Benches
19	**Huguenot Mini-Park**	**0.67**	(3) Parking
			(1) Park Benches
			(1) Picnic Tables

Table 3-1
City of Ormond Beach
Parks and Recreation Services Impact Fee Analysis

Inventory of City Parks and Recreation Facilities [1]

Line No.	Facility Classification	Acres	Facilities
20	**Indian Mound Mini-Park**	**0.35**	
21	**Lakebridge Drive Passive Park**	**2.85**	
22	**Limitless Playground (Included in Ormond Beach Sports Complex)**	**0.00**	(32) Parking (1) Gazebo (1) Park Benches (1) Playground (1) Picnic Tables (1) Picnic Grill (1) Small Pavilion (1) Large Pavilion
23	**Lincoln Ave Park**	**0.42**	(1) Park Benches
24	**Mainstreet Mini-Park**	**0.37**	(1) Park Benches
25	**Memorial Gardens Park**	**2.69**	(33) Parking (1) Gazebo (1) Park Benches (1) Walk/Jog Path (1) Special Feature/Art
26	**Milton W. Pepper Mini-Park**	**0.16**	(1) Park Benches (1) Playground
27	**Neptune Beach Mini-Park**	**0.19**	(1) Parking
28	**Nova Community Park**	**63.78**	(96) Parking (1) Restrooms (1) Park Benches (1) Playground (1) Picnic Tables (1) Large Pavilion (2) Basketball Court (6) Tennis Court (4) Pickleball Court (4) Handball Court (4) Baseball Field (1) Softball Field (1) Skate Park (1) Walk/Jog Path (1) Batting Cages (1) Concessions (1) Community Center (1) Meeting Room (1) Gymnasium (1) Weight Room
29	**Nova Road Passive Park North**	**1.74**	
30	**Nova Road Passive Park South**	**11.05**	
31	**Optimist Park (Included in Ormond Beach Sports Complex)**	**0.00**	(20) Parking (1) Park Benches (1) Picnic Tables (1) Picnic Grill (1) Horseshoes
32	**Ormond Beach Lions Mini-Park**	**0.04**	(1) Park Benches
33	**Ormond Beach Middle School Park**	**2.40**	(67) Parking (4) Basketball Court (2) Tennis Court (3) Football Field

Table 3-1
City of Ormond Beach
Parks and Recreation Services Impact Fee Analysis

Inventory of City Parks and Recreation Facilities [1]

Line No.	Facility Classification	Acres	Facilities
34	**Ormond Beach Performing Arts Center**	**0.60**	(172) Parking (1) Restrooms (1) Special Feature/Art (1) Meeting Room
35	**Ormond Beach Senior Center**	**0.40**	(54) Parking (1) Restrooms (1) Special Feature/Art (1) Community Center (1) Meeting Room
36	**Ormond Beach Skate Park**	**0.00**	(24) Parking (1) Restrooms (1) Park Benches (1) Skate Park
37	**Ormond Beach Sports Complex (includes Optimist and Limitless parks)**	**130.35**	(748) Parking (1) Restrooms (1) Park Benches (1) Playground (1) Picnic Tables (1) Picnic Grill (1) Large Pavilion (4) Baseball Field (5) Softball Field (4) T-Ball Field (3) Football Field (12) Soccer Field (1) Shuffleboard Court (1) Batting Cages
38	**Ormond Beach Tennis Center**	**0.00**	(70) Parking (1) Restrooms (8) Tennis Court
39	**Ormond Parkway Mini-Park**	**0.19**	(2) Parking (1) Park Benches
40	**Ormond Shores Mini-Park**	**1.32**	(1) Park Benches (1) Walk/Jog Path
41	**Osceola Elementary School Park**	**5.25**	(13) Parking (1) Park Benches (1) Playground (1) Picnic Tables (1) Picnic Grill (1) Large Pavilion (1) Basketball Court (1) Softball Field
42	**Plaza Grand Mini-Park**	**1.34**	
43	**Riverbend Nature Park**	**81.88**	(22) Parking (1) Restrooms (1) Park Benches (1) Playground (1) Picnic Tables (1) Picnic Grill (1) Small Pavilion (1) Nature Trail (1) Walk/Jog Path (1) Bike Trail (1) Fitness Stations (1) Canoe/Kayak Launch

Table 3-1
City of Ormond Beach
Parks and Recreation Services Impact Fee Analysis

Inventory of City Parks and Recreation Facilities [1]

Line No.	Facility Classification	Acres	Facilities
			(1) Fishing Permitted
			(1) Pier/Dock
			(1) Special Feature/Art
44	**Riviera Park**	**5.77**	(26) Parking
			(1) Park Benches
			(1) Playground
			(1) Picnic Tables
			(1) Picnic Grill
			(1) Small Pavilion
			(1) Walk/Jog Path
			(1) Fishing Permitted
			(1) Pier/Dock
			(1) Special Feature/Art
45	**Rockefeller Gardens Park**	**2.24**	(70) Parking
			(1) Park Benches
			(1) Walk/Jog Path
			(1) Special Feature/Art
46	**Sanchez Park**	**8.41**	(15) Parking
			(1) Restrooms
			(1) Park Benches
			(1) Playground
			(1) Picnic Tables
			(1) Picnic Grill
			(1) Large Pavilion
			(1) Nature Trail
			(1) Walk/Jog Path
			(1) Boat Ramp
			(1) Canoe/Kayak Launch
			(1) Fishing Permitted
			(1) Pier/Dock
47	**Santa Lucia Bench Mini-Park**	**0.27**	(1) Park Benches
48	**S. Old Kings Road Passive Park**	**4.22**	
49	**S. Ormond Neighborhood Center**	**6.99**	(43) Parking
			(1) Restrooms
			(1) Park Benches
			(1) Playground
			(1) Picnic Tables
			(1) Large Pavilion
			(1) Basketball Court
			(2) Tennis Court
			(1) Handball Court
			(1) Baseball Field
			(1) Walk/Jog Path
			(1) Splash pad
			(1) Concessions
			(1) Community Center
			(1) Meeting Room
			(1) Gymnasium
50	**Ted Porter Mini-Park**	**0.18**	(1) Park Benches
51	**Vadner Mini-Park**	**0.63**	(1) Park Benches
52	**Waldo O. Berry Heritage Mini-Park**	**0.24**	(1) Picnic Tables
			(1) Picnic Grill
53	**W. Ormond Community Park**	**17.30**	
54	**W. Ormond Wetlands Park**	**38.00**	(10) Parking

Table 3-1
City of Ormond Beach
Parks and Recreation Services Impact Fee Analysis

Inventory of City Parks and Recreation Facilities [1]

Line No.	Facility Classification	Acres	Facilities
			(1) Nature Trail
55	**Woodmere Mini-Park**	**0.25**	

56	**Summary**	Acres
57	Mini	114.86
58	Passive	74.75
59	Community	221.74
60	Special Use	4.70
61	Sports Complex	130.35
62	Neighborhood	23.05
63	Natural Resources	38.00
64	**Total**	**607.45**

Footnotes
[1] Park acreage and facilities inventory as provided by the City.

Table 3-2
City of Ormond Beach
Parks and Recreation Services Impact Fee Analysis

Summary of Existing City Investments in Parks and Recreation

Line No.	Description	Historical Cost [1]
	Assets Included in Fee Calculation	
1	Land	$10,599,856
2	Facilities	30,422,508
3	Activity Related	14,615,760
4	Total Assets Included in Fee Calculation	$55,638,123
	Assets Excluded from Fee Calculation	
5	Machinery and Equipment	$947,032
6	Other Excluded Assets (Donations, Non Recreation Items, etc.)	1,544,333
7	Total Assets Excluded from Fee Calculation	$2,491,365
8	Total Existing Investment in Parks and Recreation Assets	$58,129,488

Footnotes

[1] Amounts reflected as provided by the City as of September 30, 2020.

Table 3-3
City of Ormond Beach
Parks and Recreation Impact Fee Analysis

Existing Level of Service and Open-Space Needs

Line No.	Facility Classification	City Open Space Standards [1] Acres	Per	Population	Existing City Facilities [2] Total Acres	Per	2021 Population	To City Standards Required	Surplus / (Deficiency)
1	Parks	13.00	[3]	1,000	607.45		44,041	572.53	34.92
2	Total	13.00		1,000	607.45		44,041	572.53	34.92

Footnotes

[1] As provided in the City's Comprehensive Plan.
[2] Inventory and Classification as provided by the City and as provided in detail in Table 3-1.
[3] The City's standard is to provide approximately 13 Acres per 1,000 residents.

Table 3-4
City of Ormond Beach
Parks and Recreation Services Impact Fee Analysis

Multi-Year Capital Improvement Plan [1]

Line No.	Description	2021-2025 Total	Grant Funding	R&R Adjustments	Adjusted Total	New, R&R or Upgrade
1	Community Development Block Grant Projects	$129,803	($129,803)	$0	$0	R&R
2	Facility Hardening	1,000,000	(750,000)	(250,000)	0	R&R
3	Performing Arts Center Renovations	607,000	(607,000)	0	0	R&R
4	Ormond Beach Sports Complex Access and Drainage	484,950	0	(113,249)	371,701	Upgrade / New
5	Environmental Discovery Center Trail System Connection	455,000	(227,500)	0	227,500	Upgrade / New
6	Landscape Renovations	15,000	0	(15,000)	0	R&R
7	Nova LED Baseball Lighting	1,800,000	(400,000)	0	1,400,000	Upgrade / New
8	Nova Parking & Fitness Stations	901,300	0	0	901,300	Upgrade / New
9	Ormond Beach Sports Complex Parking	632,000	0	0	632,000	Upgrade / New
10	Tree Replacement Program	50,000	(35,000)	(15,000)	0	R&R
11	Vehicle Replacement	154,000	0	(154,000)	0	R&R
12	**Total Capital Improvement Program**	$6,229,053	($2,149,303)	($547,249)	$3,532,501	

Footnotes:

[1] Amounts shown based on capital planning information provided by the Parks Department.

Table 3-5
City of Ormond Beach
Parks and Recreation Services Impact Fee Analysis

Design of Parks and Recreation Impact Fee

Line No.	Description	Amount
1	Existing Investment in Parks and Recreation [1]	$55,638,123
2	Future Investment in Parks and Recreation [2]	4,160,001
3	Total Existing and Future Investment in Parks and Recreation Through 2025	$59,798,124
4	Previously Grant Funded / Donated Assets [3]	($9,228,420)
5	Planned Future Grant Funded / Donated Assets Through 2025 [3]	(627,500)
6	Total Grant Funded / Donated Assets Through 2025	($9,855,920)
7	Total Existing and Proposed Investment in Parks and Recreation	$49,942,204
	Estimated Population Served	Amount
8	Projected 2040 Population [4]	50,630
9	Estimated Population Served	50,630
	Cost Per Person Calculation	
10	Allocated Costs	$49,942,204
11	Projected 2040 Population [4]	50,630
12	Cost Per Person	$986.41
	Fee Calculation	Single Family
13	Cost Per Person	$986.41
14	Persons Per Dwelling Unit [5]	2.53
15	Total Cost Per Dwelling Unit	$2,500.07
16	Rounded Cost Per Unit - Maximum Supportable Impact Fee	**$2,500.00**
	Fee Calculation	Multi-Family
17	Cost Per Person	$986.41
18	Persons Per Dwelling Unit [5]	2.05
19	Total Cost Per Dwelling Unit	$2,021.49
20	Rounded Cost Per Unit - Maximum Supportable Impact Fee	**$2,021.00**
	Fee Calculation	Mobile Home
21	Cost Per Person	$986.41
22	Persons Per Dwelling Unit [5]	1.68
23	Total Cost Per Dwelling Unit	$1,658.45
24	Rounded Cost Per Unit - Maximum Supportable Impact Fee	**$1,658.00**

Footnotes:

[1] Existing investment amount shown based on Table 3-2.

[2] Future investment amount shown based on Table 3-4.

[3] Amount based on information provided by City Staff.

[4] Buildout population shown based on Table 2-1.

[5] Amounts shown based on average population and housing unit data as obtained from the American Community Survey for 2019-2015 from the US Census Bureau.

Table 3-6
City of Ormond Beach
Municipal Impact Fee and Utility Connection Fee Study

Parks & Recreation Impact Fee Comparison [*]

Line No.	Municipality	Parks & Recreation
1	Ormond Beach - Existing	$1,312.24
2	Ormond Beach - Proposed	$2,500.00
3	New Smyrna Beach	$1,350.00
4	Daytona Beach	$1,747.00
5	DeLand	$1,409.77
6	Deltona	$1,539.90
7	Edgewater	$705.54
8	Melbourne	$540.00
9	Orange City	$486.47
10	Palm Coast	$849.24
11	Port Orange	N/A
12	Titusville	N/A
13	Volusia County	$245.46
14	Average Fee	$985.93

[*] As of October 2021

SECTION 4 – STORMWATER IMPACT FEE ANALYSIS

Background

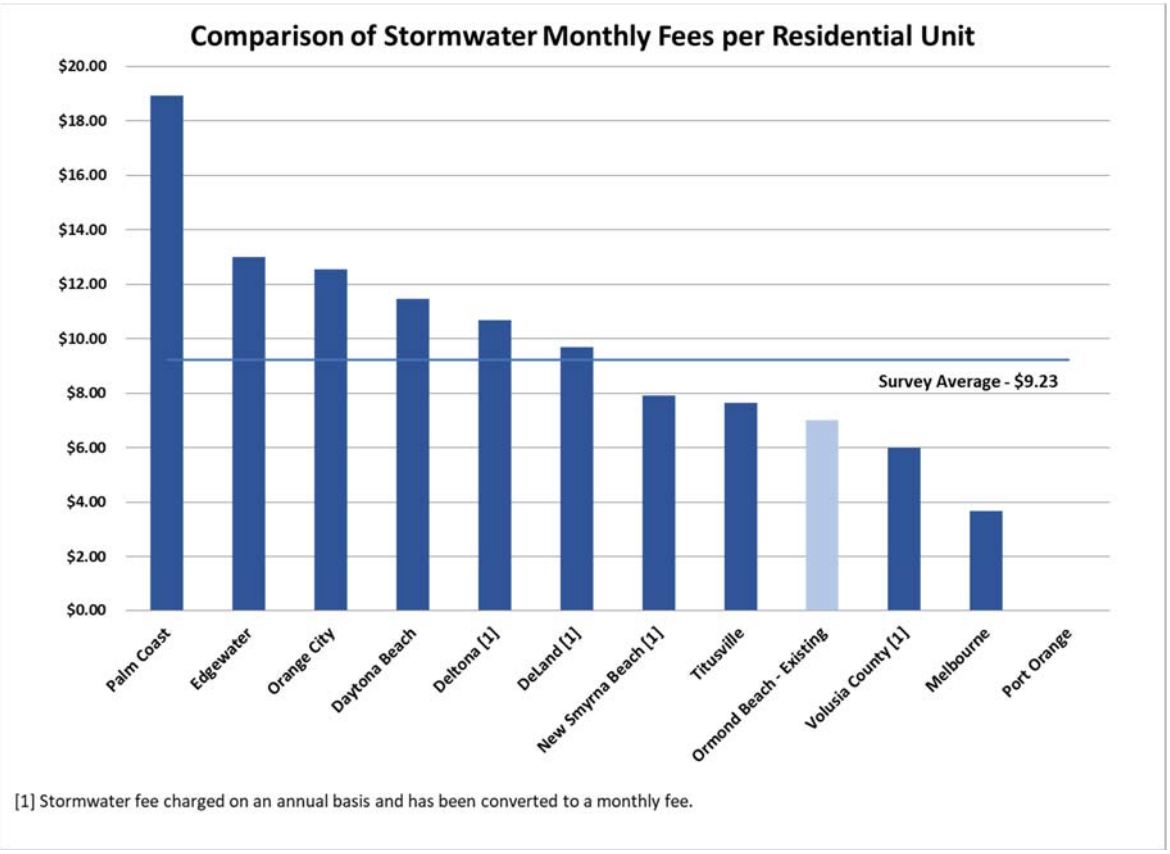
The City maintains over 96 miles of drainage systems to mitigate flooding associated with stormwater runoff and has a street sweeping program to aid in drainage and reduce runoff contamination. The stormwater program is primary funded from user fees within a special revenue fund. The City also has a stormwater drainage impact fee fund for expansion of existing stormwater management facilities and construction of new stormwater management facilities. This section outlines our recommendation for the City to consider discontinuing the stormwater impact fee and focus on long term funding solutions through the existing monthly stormwater fee structure.

Stormwater Funding

The primary funding source used by Florida municipalities to address stormwater pollution and flooding is recurring stormwater utility fees with some communities using special assessments. The City has an established monthly stormwater fee of $7.00 per month per 3,000 feet of impervious area which generated annual stormwater fee revenue of $2,539,582 during FY 2020. This revenue is recurring and very stable since it is not dependent on the amount of development each year. The City also has a stormwater impact fee of $119.39 per single-family unit, during FY 2020 this impact fee generated $25,349. Impact fee revenues fluctuate from year to year and are subject to cumbersome administrative and legal requirements. It is generally difficult to identify growth related stormwater project costs since many projects are built to address existing needs and projected demands related to impacts from new development. The engineering analysis and other data needed to fulfill the current requirements of the Florida Impact Fee Act for stormwater impact fees may be complex and costly. We are also unaware of any other municipalities with stormwater impact fees in Florida. Most municipalities address their stormwater funding through a combination of recurring stormwater fees, grant funding, general tax revenue, and land development regulations.

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A number of municipalities in Florida collect recurring stormwater fees. The following is a comparison of stormwater fees in nearby jurisdictions:



There is no comparison for stormwater impact fees included herein since we are unaware of any in the southeast United States.

Recommendation

Given the difficulties identified above with stormwater impact fees in Florida and as the City has an existing and reliable primary revenue source in its stormwater fee, we recommend the City consider discontinuing imposition of stormwater impact fees. Existing stormwater impact fee funds should be expended in accordance with the Code requirements. The City can focus on optimizing its existing stormwater fee structure to fund the stormwater program activities and infrastructure.

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Section 4
City of Ormond Beach
Stormwater Impact Fee Analysis

List of Tables

Table	Description
4-1	Stormwater Fee Comparison

Table 4-1
City of Ormond Beach
Municipal Impact Fee Study

Stormwater Fee Comparison [*]

Line No.	Municipality	Monthly Rate per ERU
1	Ormond Beach - Existing	$7.00
2	New Smyrna Beach [1]	$7.92
3	Daytona Beach	$11.46
4	DeLand [1]	$9.68
5	Deltona [1]	$10.67
6	Edgewater	$13.00
7	Melbourne	$3.67
8	Orange City	$12.55
9	Palm Coast	$18.91
10	Titusville	$7.64
11	Volusia County [1]	$6.00
12	Average Fee	$10.15

[*] As of October 2021

SECTION 5 – TRANSPORTATION IMPACT FEE ANALYSIS

The City of Ormond Beach has two transportation impact fees – a local roads impact fee and a mobility fee. The Transportation Impact Fee is the fee that is applied to development and is used to increase the capacity of transportation infrastructure to support additional traffic that comes with new development. The Mobility Fee is used for specific corridors in the City which are considered capacity constrained, and thus the fee is used to increase the efficiency of the roadways and increase capacity for other modes (transit, pedestrian, bicycles) that would reduce the vehicular demand of the roadway.

Transportation fees can be calculated based off a finite set of developments / projects or based on the cost of each new trip on the roadway network. This impact fee update uses the second methodology and is thus not reliant on a specific development program or set of roadway projects.

Local Roads Impact Fee

REGIONAL MODEL UPDATES

The Central Florida Regional Planning Model (CFRPM), version 7.0, was used within this analysis. The currently approved CFRPM model was validated to account for current conditions within the City. Additionally, the developments listed in the City of Ormond Beach Commercial Development Report were reviewed, and those which added any residential development or at least 100,000 square feet of non-residential development were added to the appropriate transportation analysis zones (TAZs) in the model if they were not already reflected. The developments added to the regional model are shown in **Table 1**.

Table 1. New Development Added to Regional Model

Development Name	Residential Units (DU)	Non-Residential Area (SF)	TAZ
Perrott Depot	87	0	8431
Tymber Creek Apartments	300	0	8457
Ormond Central	0	286,000	8460
Shoppes at Granada Pointe	150	0	8461
Courtyards at Ormond	48	0	8483
Pineland – Phases IV & V	46	0	8486
The Cupola at Oceanside	12	0	8487
Plantation Oaks – Major Amendment, 2B, 2C, 2D	1,158	0	8523

DEMAND VARIABLES

The impact of new development on the roadway network, or demand for facility capacity, is defined and measured in terms of the number of estimated vehicle-miles-traveled for each unit of new development. The demand is calculated based on the following demand variables:

- Trip Generation by Land Use;
- Percentage of New Trips; and
- Average Trip Length / Assessed Trip Length

Trip Generation

Trip generation rates for the proposed local road impact fees and mobility fees are based on the ITE Trip Generation Manual, 11th Edition. Each of the land uses in the current ordinances were compared to similar land uses in the ITE Trip Generation Manual to determine the appropriate daily trip generation rate. When multiple land use codes in the Trip Generation Manual apply to the impact-fee land use, an average of the associated land uses were applied. Changes to the existing land uses are described below:

- **Single-family Residential:** The 11th Edition has added a "single-family attached" land use, which removes duplex / townhome uses (shared walls, but not shared floor/ceilings) from the multi-family land use. The single-family residential land use thus covers both attached and detached single-family homes.
- **Warehouse / Mini-Warehouse:** The mini-warehouse land use was combined with the warehouse land use. In the 11th Edition, the mini-warehouse has a daily trip generation rate (1.71), which is within the range of warehouse land uses (1.40-2.12) used to determine the trip generation rate.
- **Nursing Home:** The nursing home land use was switched from a per-thousand-square-feet calculation to a per-bed calculation to match available independent variables from the 11th Edition.
- **Commercial:** The commercial land use impact fee had been broken into categories based on the size of the development. The break points were updated to match the 11th Edition (<40 KSF, 40-150 KSF, >150 KSF).
- **CBD Sandwich Shop:** The CBD Sandwich Shop is a more specific land use than anything in the list, and thus was combined with restaurant.
- **Local Park:** The park land use was removed from the impact fee list, as municipal projects do not generally pay impact fees and trips are calculated by acre and not building square footages.
- **School / Church:** The school and church impact fees were broken into two separate categories. School impact fees will be calculated by number of students rather than building square footages.
- **Bank:** The 11th Edition does not include daily trip generation rates for the walk-in bank land use, and thus walk-in and drive-in bank were combined as a single land use.

A summary of the land uses and resulting trip generation rates is shown in Error! Reference source not found.

New Trip Percentage

Commercial and retail land uses generally attract a portion of their trips from vehicles already on the roadway network. Pass-by trips are defined as trips that are already exist on the roadway network visit the land use as part of a larger trip, rather the land use being the origin or destination. As pass-by trips are already on the roadway network, they are excluded from the calculation of rental fees, The new trip percentage is the percentage of those trips that are not impact fees. The ITE Trip Generation Handbook, 3rd Edition, was used to determine the pass-by rate, and by extension, the new trip percentage for each land use, as shown in Table 2.

Table 2. Daily Trip Generation Rates by Land Use					
Land Use (in Ordinance)	Unit	Impact Fee Rate	ITE Code	ITE Land Use	ITE Rate
Single-family	DU	8.32	210	Single-family Detached	9.43
			215	Single-family Attached	7.20
Multi-family	DU	5.27	220	Multi-family Housing (Low-rise)	6.74
			221	Multi-family Housing (Mid-rise)	4.54
			222	Multi-family Housing (High-rise)	4.54
Mobile/Manufactured Home	DU	7.12	240	Mobile Home Park	7.12
Hotel/Motel	Rooms	3.42	310	Hotel	1.92
			311	All Suites Hotel	4.40
			312	Business Hotel	4.02
			320	Motel	3.35
General/Government Office	KSF	16.44	710	General Office Building	10.84
			715	Single Tenant Office Building	13.07
			730	Government Office	22.59
			733	Government Office Complex	33.98
			750	Office Park	11.07
			760	R&D Center	11.08
			770	Business Park	12.44
Medical Office	KSF	33.03	720	Medical/Dental Office	36.00
			630	Clinic	38.16
			650	Free-Standing Emergency Room	24.94
Hospital	KSF	10.72	610	Hospital	10.72
Nursing Home	Beds	2.59	620	Nursing Home	3.06
			253	Congregate Care Facility	2.21
			254	Assisted Living	2.60
			255	Continuing Care Retirement Community	2.47
Industrial	KSF	4.33	110	Light Industrial	4.87
			130	Industrial Park	3.37
			140	Manufacturing	4.75
Warehouse	KSF	1.70	150	Warehouse	1.71
			151	Mini-Warehouse	1.45
			154	High-Cube Transload and Short-Term Storage Warehouse	1.40
			155	High-Cube Fulfillment Center	1.81
			157	High-Cube Cold Storage Warehouse	2.12
			821	Shopping Center (40-150k) w/o supermarket	67.52
General Commercial (<40,000)	KSF	54.45	822	Strip Retail Plaza (<40K)	54.45
General Commercial (40,000-150,000)	KSF	81.01	821	Shopping Center (40-150k) w/ supermarket	94.49
General Commercial (<150,000)	KSF	37.01	820	Shopping Center	37.01

Table continued on following page.

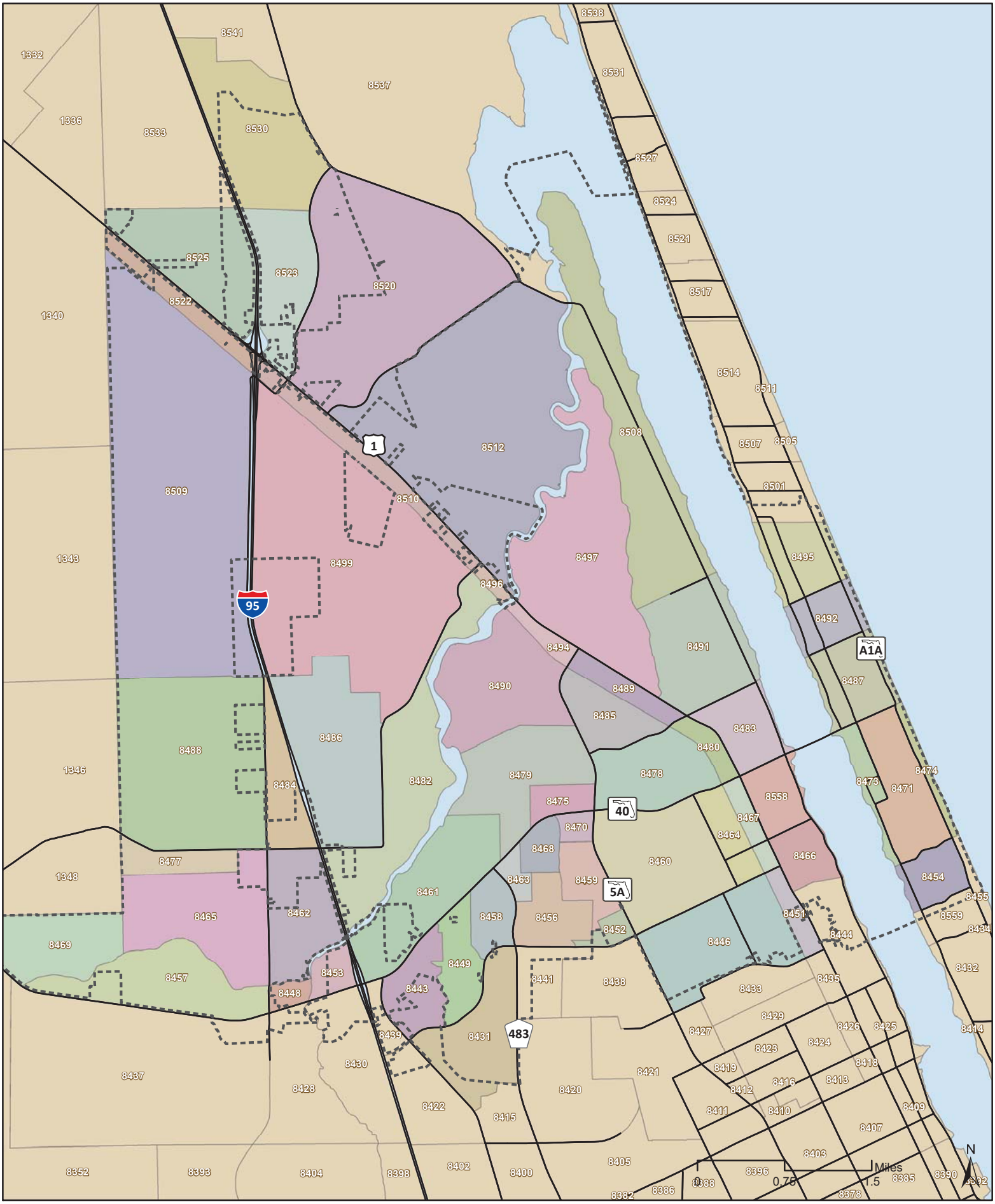
Table 2. Daily Trip Generation Rates by Land Use (cont'd.)					
Restaurant	KSF	96.06	930	Fast Casual Restaurant	97.14
			931	Fine Dining Restaurant	83.84
			932	High Turn-Over (Sit-Down) Restaurant	107.20
General Recreation	KSF	28.82	495	Recreation Center	28.82
Schools	Students	2.18	520	Elementary School	2.27
			522	Middle School	2.10
			525	High School	1.94
			530	Private School (K-8)	4.11
			532	Private School (K-12)	2.48
			534	Private High School	2.17
			537	Charter Elementary School	1.85
			540	Junior/Community College	1.15
			550	University/College	1.56
Church	KSF	7.60	560	Church	7.60
Day Care	KSF	47.62	565	Daycare	47.62
Bank	KSF	100.35	912	Drive-In Bank	100.35

Table 3. New Trip Percentages		
Land Use (in Ordinance)	Pass-by Rate	New Trip Factor
General Commercial	0.34	0.66
Restaurant	0.44	0.56
Bank	0.35	0.65

Average Trip Length

The total average trip length for trips that start or end within the City of Ormond Beach was calculated using the 2045 CFRPM 7.0 regional model. The traffic analysis zones (TAZs) within the City were identified and used to conduct a select zone analysis, which extracts information on just the trips from those zones. The TAZs used to define the City of Ormond Beach are shown in **Figure 1**. Using the select zone analysis, there were a total of 312,315 trips that start or end (or both) within the City of Ormond Beach, with a total Vehicle Miles Traveled (VMT) of 3,070,798. The VMT was divided by the number of trips to calculate the average trip length as 9.83 miles.

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Legend

City of Ormond Beach

TAZ within the City of Ormond Beach

TAZ outside the City of Ormond Beach

Ormond Beach Impact Fee Analysis
CFRPM Version 7 | CF 2045
Figure 1
TAZs within the City of Ormond Beach

Assessed Trip Length

The City of Ormond Beach impact fees are calculated to address needed capacity improvements on City roadways, which are the City's responsibility. State and federal funds are available to pay for improvements on the interstate highways and Volusia County collects impact fees within the City of Ormond Beach that can be used to fund projects on County roadways within the City as well. Using the select zone analysis, the percentage of the VMT that occurs within the City of Ormond Beach on City roadways is 5.9%. The rest of the VMT occurs on County/State/Federal roadways which are not the responsibility of the City of Ormond Beach but are within the City limits (31.7%) or on any roadway outside the City limits (62.4% of the VMT). Excluding all county/state roadways and roadways outside of the City limits removes the need to calculate a separate reduction for the TCEA roadways (that are not included in the impact fee) or for the interstate facilities. Thus, the assessed trip length used in the proposed impact fees for the City of Ormond Beach is 5.9% of the 9.83 mile average trip length, or 0.58 miles.

Vehicle Occupancy

The average vehicle occupancy was determined using the Bureau of Transportation Statistics *Local Area Transportation Characteristics for Households* (LATCH) *Data*, which was based on data from the Federal Highway Administration 2017 National Household Travel Survey. The LATCH data provides estimated person trips and vehicular trips for each census tract. The average vehicular occupancy was determined by dividing the person trips by the vehicle trips, and results in an average of 1.49 persons per vehicle, as shown in **Error! Reference source not found.**.

Table 10: Vehicle Occupancy using LATCH Data

Census Tract	Person Trips	Vehicle Trips	Avg. Vehicle Occupancy
804	7.57	5.14	1.47
805	6.79	4.62	1.47
806	6.4	4.35	1.47
807	7.31	5.15	1.42
808.03	7.52	5.13	1.47
808.04	6.06	3.98	1.52
808.05	7.09	4.53	1.57
808.06	7.44	4.91	1.52
808.07	6.79	4.55	1.49
832.03	8.07	5.24	1.54
Total	**71.04**	**47.6**	**1.49**

COST VARIABLES

The City does not have any appropriate recent roadway project cost data; therefore recent comparable roadway projects in Volusia County constructed or programmed for construction in the next five (5) years by the County and the State were reviewed to develop a cost per lane-mile of capacity compared to the capacity of a lane-mile to determine the cost per vehicle-mile of travel. As the Ormond Beach impact fees can only be applied to capacity projects on local roadways, the projects analyzed were limited to roadways with no more than four (4) lanes.

Roadway Costs

Roadway costs were estimated from new roadway and roadway widening projects in the River to Sea Transportation Planning Organization Transportation Improvement Program and the Volusia County Capital Improvement Plan, which provided design, right-of-way, and construction costs for projects with funds committed between FY 2021/22 – FY 2025/26. There is one project in the Ormond Beach CIP that involves construction of a new roadway, the Doug Thomas Way Extension. However, the Doug Thomas Way Extension was not included in the calculation of roadway costs, as it is a driveway through the Ormond Beach Sports Complex. As shown in **4**, the average construction cost per lane mile is $4,073,885.

Table 4. Roadway Costs in TIP/CIP

Project	Description	Length	Total Project Cost	Cost per Lane Mile	Source
SR 40 – SR 15/US 17 to SR 11	2-4 Lane	6.376	$59,007,114	$4,627,283	River to Sea TIP
SR 40 – SR 11 to Cone Rd	2-4 Lane	7.64	$65,965,724	$4,317,129	River to Sea TIP
Beresford Ave – Blue Lake Ave to MLK Jr. Beltway	New 2 Lane	0.88	$3,709,304	$2,116,396	Volusia CIP
Blue Lake Extension – Blue Lake to SR 472	New 2 Lane	0.33	$3,395,594	$5,119,571	Volusia CIP
Howland Boulevard – Providence to Elkcam	2-4 Lane	2.17	$17,528,420	$4,038,806	Volusia CIP
Orange Camp Road – MLK Blvd to I-4	2-4 Lane	1.51	$12,760,375	$4,224,124	Volusia CIP
Williamson Blvd – Strickland Range Rd to Hand Ave	2-4 Lane	1.12	$8,198,000	$3,659,821	Volusia CIP
Average Cost per Lane Mile				***$4,073,885***	
Capacity Project Not Included (6-Lane Roadways)					
SR 600 (US 17) – I-4 EB to Tomoka Farms Rd	4-6 Lane	2.197	$45,900,000	$10,446,063	River to Sea TIP
SR 40 – Breakaway Tr to Williamson Blvd	4-6 Lane	2.46	$33,900,000	$6,890,244	River to Sea TIP

Average Capacity Improvement

The average capacity per lane mile for each project was calculated using roadway capacities from Table 1 in the Florida Department of Transportation Quality / Level-of-Service Handbook, as shown in **5**.

Table 5. Capacity from Roadway Projects

Project	Description	Length	Existing Capacity	Proposed Capacity	New Capacity Lane Miles
SR 40 - SR 15/US 17 to SR 11	2-4 Lane	6.38	17,700	39,800	140,910
SR 40 - SR 11 to Cone Rd	2-4 Lane	7.64	17,700	39,800	168,844
Beresford Ave - Blue Lake Ave to MLK Jr. Beltway	New 2 Lane	0.88	0	15,600	13,671
Blue Lake Extension - Blue Lake to SR 472	New 2 Lane	0.33	0	15,600	5,173
Howland Boulevard - Providence to Elkcam	2-4 Lane	2.17	15,600	33,800	39,494
Orange Camp Road - MLK Blvd to I-4	2-4 Lane	1.51	17,700	39,800	33,380
Williamson Blvd – Strickland Range Rd to Hand Ave	2-4 Lane	1.12	17,700	39,800	24,752
Total		**20.02**			**426,224**

Dividing the new capacity lane miles by twice the length of the improvements (to account for one lane in both directions), the average capacity per lane mile of construction is 10,643.

Non-motorized Costs

Bicycle and pedestrian trips make up a small portion of the total person-miles traveled within the City of Ormond Beach due to the relatively short nature of non-motorized trips. The infrastructure for bicycle and pedestrian trips is generally attached to the roadway in the form of bicycle lanes, sidewalks, or multi-use pathways that follow the road. A 12' multi-use path was included in the cost per mile for the two roadway projects on SR 40 and a sidewalk was included in the cost per mile for the Orange Camp Road widening project. As the costs for non-motorized improvements are included in the roadway costs when applicable, no additional non-motorized costs were added into the analysis.

Transit Costs

Votran is responsible for the expansion or operation of transit services within the City of Ormond Beach. As no dedicated bus facilities exist or are proposed within the City of Ormond Beach, transit services operate within the existing roadway right-of-way, and thus cost of infrastructure to support transit within the City is included within the costs to build and/or widen a road.

CREDITS

An analysis was completed to determine the current transportation funding sources for the City of Ormond Beach based on the FY 2020 – 2021 City of Ormond Beach Capital Improvement Plan. The City of Ormond Beach spends an average of $2,618,030 per year on roadway transportation improvements and/or maintenance and $3,081,330 per year on multimodal transportation improvements. A breakdown of transportation funding sources is shown in **6**.

Table 62. Transportation Revenue Sources

Funding Source	Annual Contribution
Roadway	
Local Option Gas Tax	$225,000
Property Taxes - Transportation	$572,109
River to Sea TPO Grant Funding	$1,441,161
Transportation Fund Balance	$379,760
TOTAL	***$2,618,030***
Multimodal	
Property Taxes - TIF	$429,975
River to Sea TPO Grant Funding	$33,325
TOTAL	***$463,300***
GRAND TOTAL	***$3,081,330***

The CIP currently has 12 transportation projects, as shown in **7**. Only one of the projects includes increasing roadway capacity (Doug Thomas Way Extension), which includes paving the current dirt driveway and extending the paved driveway through the Ormond Beach Sports Complex. As the property tax revenues that will be generated by new development within the City of Ormond Beach are needed to fund safety and maintenance projects, no ad valorem tax credit will be included in the proposed local roadway impact fees.

Table 7. CIP Transportation Projects				
		Funding Source		
Project Title	Project Type	Property Taxes	TPO Grant	Transportation Fund
Neighborhood Traffic Calming	Safety	X		X
Road Rehabilitation	Maintenance	X		X
Street Light Maintenance	Maintenance	X		
Traffic Signal Maintenance	Maintenance	X		
Sidewalk Repair & Replacement	Maintenance	X		
Doug Thomas Way Extension	New Road			X
Opticom Equipment	Maintenance	X		
Tomoka Elementary Connector Sidewalk	New Sidewalk	X	X	
Williamson/Hand Ave. Pedestrian Improv.	New Crosswalk		X	X
Pineland Trail Roadway Improvements	Reconstruct / Ped Improv.		X	X
Fluhart Drive Roundabouts	Safety		X	X
US 1 North Sidewalk	New Sidewalk		X	X

Gas Tax Credit

As additional funds are generated for transportation through the gas tax, the addition of new development is anticipated to increase the funding the City receives through the gas tax. As of June 2021, the cities within Volusia County agreed to a new formula for how much each city receives in gas tax revenue each year. Under the new formula, of the $0.11 per gallon the County collects in local option fuel & gas taxes, Volusia County receives 57.2% of the revenue, while the cities divide the remaining 42.8% share by a ratio of municipal lane miles each cities manages. The formula is being phased in during the first (5) years, as shown in **8**, at which point the formula will be recalculated based on the current number of municipal lane miles. The agreement is scheduled to be in effect until 2034. Based on the projected Ormond Beach Share in 2025/2026, it was assumed that Ormond Beach would receive $0.0045 per gallon in fuel taxes.

Table 8. Ormond Beach Share of Volusia County Fuel/Gas Taxes			
Year	Ormond Beach Percentage	Volusia County Fuel Taxes per Gallon	Ormond Beach Share
9/2021 – 8/2022	4.881%	$0.11	$0.0054
9/2022 – 8/2023	4.675%	$0.11	$0.0051
9/2023 – 8/2024	4.469%	$0.11	$0.0049
9/2024 – 8/2025	4.262%	$0.11	$0.0047
9/2025 – 8/2026	4.056%	$0.11	$0.0045

This credit is calculated assuming a 25-year facility life, 365 days a year operation, a 4.5% interest rate for municipal bonds (based on current Daytona Beach municipal bonds), and the average fuel efficiency of vehicles on the roadway system. The fuel efficiency of vehicles was set at 18.2 miles per gallon, based on the Federal Highway Administration Highway Statistics 2020, Table VM-1.

LOCAL ROAD IMPACT FEE CALCULATION

The local road impact fee was calculated based on the following formulas:

$$Total\ Impact\ Cost = \frac{(Daily\ Trips * Assessed\ Trip\ Length * \%\ New\ Trips)}{2} * \frac{Lane - Mile\ Cost}{Lane\ Mile\ Capacity}$$

$$Capital\ Improvement\ Credit = \frac{Daily\ Trips * Avg\ Trip\ Length * \%\ New\ Trips}{2} * 365 * \frac{Gas\ Tax}{Fuel\ Efficiency}$$

$$Impact\ Fee = Total\ Impact\ Cost - Capital\ Improvement\ Credit$$

The total impact cost uses the assessed trip length to limit the impact to just City-controlled facilities. However, the capital improvement credit uses the full trip length, as the gas tax collected by Volusia County is divided between the County and Cities, taking into account the proportion of trips within each City. The detailed calculations are shown in **Appendix A**. A summary of the existing local road impact fees and proposed local road impact fees by land use is shown in **Table 99**.

Table 9. Local Road Impact Fees by Land Use

Land Use	Unit	Proposed Fee	Current Fee
Single-family	DU	$864.59	$162.61
Multi-family	DU	$548.32	$162.61
Mobile/Manufactured Home	DU	$740.33	$162.61
Hotel/Motel	Rooms	$355.87	$114.85
General/Government Office	KSF	$1,709.28	$230.83
Medical Office	KSF	$3,434.79	$1,014.31
Hospital	KSF	$1,114.66	$212.64
Nursing Home	Beds	$268.79	n/a
Industrial	KSF	$450.23	$100.07
Warehouse	KSF	$176.56	$100.07
General Commercial (<40,000)	KSF	$3,736.72	$834.64
General Commercial (40,000-150,000)	KSF	$5,559.09	$802.81
General Commercial (<150,000)	KSF	$2,539.87	$602.67
Restaurant	KSF	$5,593.44	$881.26
General Recreation	KSF	$2,996.69	$59.13
Schools	Students	$226.79	n/a
Church	KSF	$790.25	$150.09
Day Care	KSF	$4,951.51	$329.27
Bank	KSF	$6,782.33	$1,355.44

With the maximum supportable impact fee being significantly higher than the City's current fees due to the cost of future investment as well as the projected new growth requiring future investment in additional infrastructure, the City has decided to pursue a fee increase via the extraordinary circumstances provision of the statute.

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MOBILITY FEE

In 2013, the City of Ormond Beach introduced a mobility fee for selected corridors. From the Ormond Beach Multi-Modal Strategy report, dated December 7, 2010:

> *It was clear that the City, County, and State could no longer afford to continue widening roads within Ormond Beach without substantial cost both in terms of right-of-way and business damages. As such, staff indicated that a more balanced approach to the future transportation needs of Ormond Beach was needed. Less emphasis on roadway capacity improvements and increased emphasis on making existing roads more efficient while improvements to transit and non-motorized roads as well better intermodal connections and network connectivity was needed.*

Three roadways were selected as Transportation Concurrency Exception Areas (TCEAs) from Votran's Eastside spine network, and the roadways are considered constrained as it relates to capacity improvements. Thus, along S.R. 40 (A1A to Williamson), U.S. 1 (Wilmette Avenue to the southern city line), and A1A (S.R. 40 to the city line), proportionate share fair contributions are replaced with a mobility fee.

Per Ordinance No. 2013-02, the mobility fee for a project is determined by calculating the number of person trips generated by the development and multiplying the number of person trips by the mobility fee rate. By ordinance, person trips are calculated by multiplying the development intensity by the vehicular trip rate in the latest ITE Trip Generation Manual and the average vehicle occupancy. Starting with the 10th Edition ITE Trip Generation Manual, person trip rates for some land uses are available. It is recommended that the ordinance be updated to allow for use of the person trip rates as applicable and available and keep the current method of estimating person trips (using the average vehicle occupancy) for those land uses without a person-trip rate.

The mobility fee is calculated on a person-trip basis:

$$\frac{Total\ Impact\ Cost}{Person - Trip} = \frac{(Assessed\ Trip\ Length)}{2 * Vehicle\ Occupancy} * \frac{Lane - Mile\ Cost}{Lane\ Mile\ Capacity}$$

$$\frac{Total\ Impact\ Cost}{Person - Trip} = \frac{0.58}{2 * 1.47} * \frac{\$4{,}073{,}885}{9{,}381} = \$85.67$$

Based on the current improvement costs and local roadway data, the mobility fee is $85.67 per person-trip for a new development. With the maximum supportable impact fee being significantly higher than the City's current fee due to the cost of future investment as well as the projected new growth requiring future investment in additional infrastructure, the City has decided to pursue a fee increase via the extraordinary circumstances provision of the statute.

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Table 10. Local Road Impact Fee Calculations																
Land Use (in Ordinance)	Unit	Trip Gen Rate	New Trip Factor	Average Trip Length	Non-State Hwy VMT	Assessed Trip Length	Cost per Lane Mile	Capacity per Lane Mile	Total Impact Cost	City Gas Tax Per Gallon	Fuel Efficiency	Annual Cap. Improv. Credit	Facility Life	Bond Interest Rate	Total Cap. Improv Credit	Proposed Local Road Impact Fee
Single-family	DU	8.32	100%	9.83	5.9%	0.58	$4,073,885	9,381	**$922.97**	$0.0045	18.2	$3.69	25	4.5%	**$54.69**	**$864.59**
Multi-family	DU	5.27	100%	9.83	5.9%	0.58	$4,073,885	9,381	**$585.34**	$0.0045	18.2	$2.34	25	4.5%	**$34.68**	**$548.32**
Mobile/Manufactured Home	DU	7.12	100%	9.83	5.9%	0.58	$4,073,885	9,381	**$790.32**	$0.0045	18.2	$3.16	25	4.5%	**$46.83**	**$740.33**
Hotel/Motel	Rooms	3.42	100%	9.83	5.9%	0.58	$4,073,885	9,381	**$379.90**	$0.0045	18.2	$1.52	25	4.5%	**$22.51**	**$355.87**
General/Government Office	KSF	16.44	100%	9.83	5.9%	0.58	$4,073,885	9,381	**$1,824.69**	$0.0045	18.2	$7.29	25	4.5%	**$108.12**	**$1,709.28**
Medical Office	KSF	33.03	100%	9.83	5.9%	0.58	$4,073,885	9,381	**$3,666.72**	$0.0045	18.2	$14.65	25	4.5%	**$217.27**	**$3,434.79**
Hospital	KSF	10.72	100%	9.83	5.9%	0.58	$4,073,885	9,381	**$1,189.92**	$0.0045	18.2	$4.76	25	4.5%	**$70.51**	**$1,114.66**
Nursing Home	Beds	2.59	100%	9.83	5.9%	0.58	$4,073,885	9,381	**$286.94**	$0.0045	18.2	$1.15	25	4.5%	**$17.00**	**$268.79**
Industrial	KSF	4.33	100%	9.83	5.9%	0.58	$4,073,885	9,381	**$480.63**	$0.0045	18.2	$1.92	25	4.5%	**$28.48**	**$450.23**
Warehouse	KSF	1.70	100%	9.83	5.9%	0.58	$4,073,885	9,381	**$188.48**	$0.0045	18.2	$0.75	25	4.5%	**$11.17**	**$176.56**
General Commercial (<40,000)	KSF	54.45	66%	9.83	5.9%	0.58	$4,073,885	9,381	**$3,989.02**	$0.0045	18.2	$15.94	25	4.5%	**$236.37**	**$3,736.72**
General Commercial (40,000-150,000)	KSF	81.01	66%	9.83	5.9%	0.58	$4,073,885	9,381	**$5,934.45**	$0.0045	18.2	$23.71	25	4.5%	**$351.64**	**$5,559.09**
General Commercial (<150,000)	KSF	37.01	66%	9.83	5.9%	0.58	$4,073,885	9,381	**$2,711.36**	$0.0045	18.2	$10.83	25	4.5%	**$160.66**	**$2,539.87**
Restaurant	KSF	96.06	56%	9.83	5.9%	0.58	$4,073,885	9,381	**$5,971.11**	$0.0045	18.2	$23.86	25	4.5%	**$353.82**	**$5,593.44**
General Recreation	KSF	28.82	100%	9.83	5.9%	0.58	$4,073,885	9,381	**$3,199.03**	$0.0045	18.2	$12.78	25	4.5%	**$189.56**	**$2,996.69**
Schools	Students	2.18	100%	9.83	5.9%	0.58	$4,073,885	9,381	**$242.10**	$0.0045	18.2	$0.97	25	4.5%	**$14.35**	**$226.79**
Church	KSF	7.60	100%	9.83	5.9%	0.58	$4,073,885	9,381	**$843.60**	$0.0045	18.2	$3.37	25	4.5%	**$49.99**	**$790.25**
Day Care	KSF	47.62	100%	9.83	5.9%	0.58	$4,073,885	9,381	**$5,285.84**	$0.0045	18.2	$21.12	25	4.5%	**$313.21**	**$4,951.51**
Bank	KSF	100.35	65%	9.83	5.9%	0.58	$4,073,885	9,381	**$7,240.28**	$0.0045	18.2	$28.93	25	4.5%	**$429.02**	**$6,782.33**

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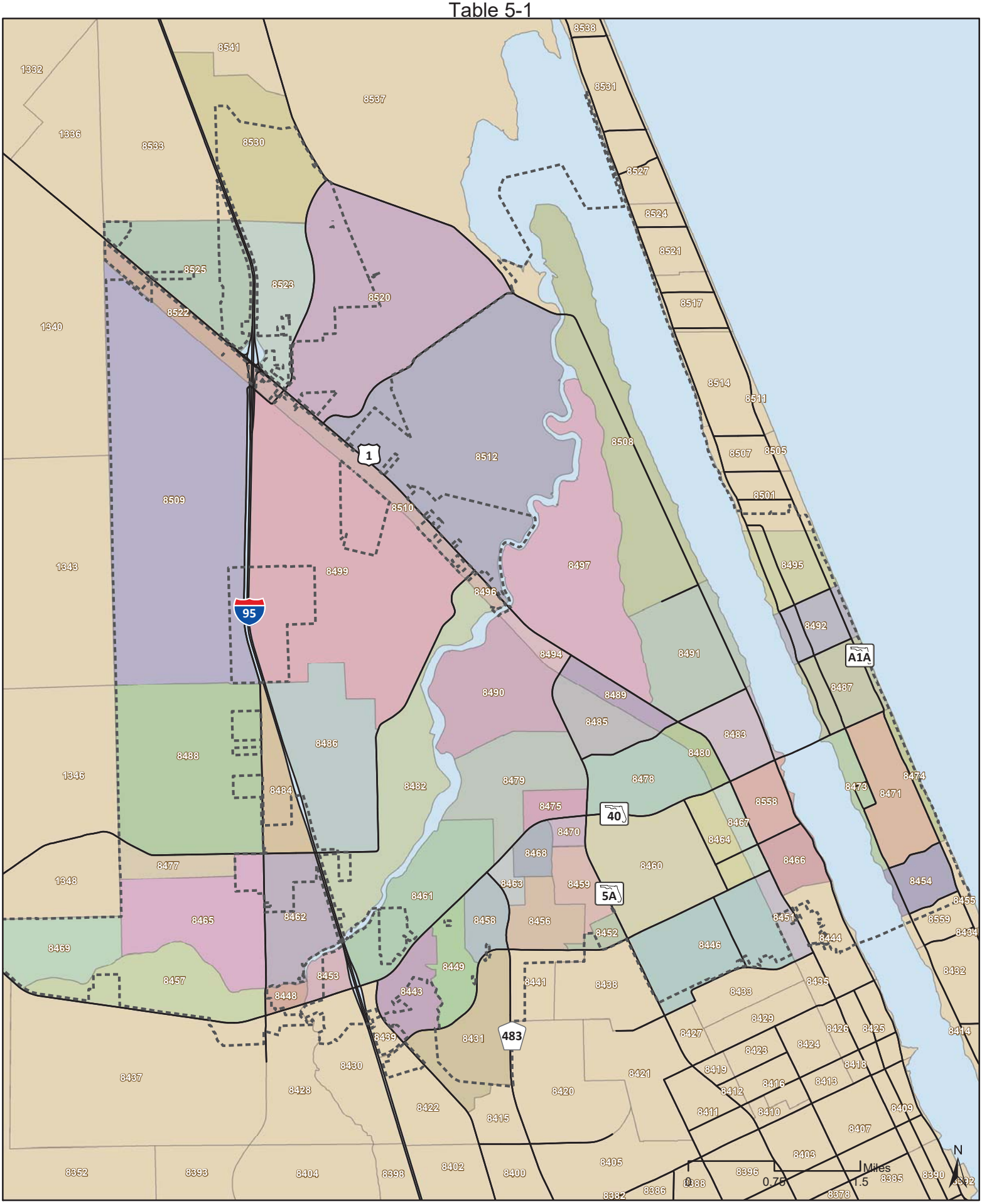
TAZ	TAZ Area			2015						2045						TCEA Growth (2022-2045)					
	TCEA Area	Total Area	% in TCEA	SF	MF	Hotel	Industrial	Commercial	Service	SF	MF	Hotel	Industrial	Commercial	Service	SF	MF	Hotel	Industrial	Commercial	Service
8439	17.26522	62.3922	28%	0	332	83	40	28	402	2	332	108	40	32	435	0	0	5	0	1	7
8443	111.9818	222.022	50%	0	0	0	2	375	504	0	0	0	2	375	504	0	0	0	0	0	0
8444	51.15431	247.828	21%	441	19	0	27	296	224	446	23	0	27	297	226	1	1	0	0	0	0
8446	30.67205	561.733	5%	1,035	0	0	33	53	179	1,196	50	0	43	54	184	7	2	0	0	0	0
8449	58.12939	191.666	30%	124	5	0	0	0	95	228	17	0	0	54	126	24	3	0	0	13	7
8451	63.45087	86.1548	74%	63	7	16	118	42	173	63	7	16	123	42	173	0	0	0	3	0	0
8454	71.31024	156.98	45%	282	314	0	16	11	346	284	314	0	16	16	372	1	0	0	0	2	9
8455	37.28137	39.175	95%	0	158	669	0	4	593	2	158	862	0	6	601	1	0	141	0	1	6
8458	62.68815	146.828	43%	136	68	0	5	79	528	138	68	0	5	105	660	1	0	0	0	9	43
8461	263.0299	528.712	50%	686	309	0	19	271	646	750	478	0	19	288	734	24	64	0	0	6	34
8463	35.97567	53.9629	67%	13	189	0	4	0	6	15	189	0	4	0	6	1	0	0	0	0	0
8464	78.63425	142.124	55%	73	79	0	141	51	135	129	96	0	166	53	144	24	7	0	11	1	4
8466	80.67217	150.938	53%	291	87	0	11	70	311	309	93	0	11	83	376	7	2	0	0	5	27
8467	85.68821	85.6882	100%	75	8	14	47	112	171	84	12	18	51	122	223	7	3	3	3	8	40
8468	68.91692	89.8588	77%	187	0	0	0	5	581	189	0	0	0	5	581	1	0	0	0	0	0
8470	47.62216	48.2584	99%	60	0	0	18	35	190	69	4	0	18	38	235	7	3	0	0	2	34
8471	216.4187	339.392	64%	602	412	32	64	108	1,246	606	416	42	64	108	1,246	2	2	5	0	0	0
8473	27.89792	99.4947	28%	141	0	0	1	20	125	150	4	0	1	20	125	2	1	0	0	0	0
8474	51.55586	51.5559	100%	12	206	1,131	0	0	182	14	206	1457	0	0	182	2	0	250	0	0	0
8475	90.90826	95.3758	95%	177	145	0	16	263	290	179	145	0	16	296	290	1	0	0	0	24	0
8478	196.2414	358.41	55%	0	545	0	207	215	2,042	9	549	0	353	305	2492	4	2	0	61	38	189
8479	60.64948	462.474	13%	646	251	0	34	0	106	650	255	0	34	0	106	0	0	0	0	0	0
8480	76.25589	76.2589	100%	77	3	0	16	201	146	86	7	0	16	218	234	7	3	0	0	13	67
8483	150.2713	226.051	66%	439	43	0	96	105	476	459	97	0	96	116	534	10	28	0	0	6	30
8487	99.65286	273.149	36%	231	171	0	11	85	498	237	187	0	11	91	498	2	4	0	0	2	0
8489	18.83521	118.653	16%	0	0	0	94	0	0	2	0	0	103	51	256	0	0	0	1	6	31
8491	44.06024	514.659	9%	970	48	0	47	23	103	985	53	0	47	25	109	1	0	0	0	0	0
8558	129.8133	169.441	77%	253	75	0	30	107	703	271	81	0	30	107	711	11	4	0	0	0	5
8559	41.49737	112.865	37%	172	190	0	1	25	351	172	190	0	1	25	351	0	0	0	0	0	0
Total																148	129	399	79	136	526

Section 5
City of Ormond Beach
Transportation Impact Fee Analysis

List of Tables

Table	Description
5-1	TAZs Within the City of Ormond Beach (Figure 1)

Table 5-1



Legend

City of Ormond Beach

TAZ within the City of Ormond Beach

TAZ outside the City of Ormond Beach

Ormond Beach Impact Fee Analysis
CFRPM Version 7 | CF 2045
Figure 1
TAZs within the City of Ormond Beach

SECTION 6 – POLICE FACILITIES IMPACT FEE FEASIBILITY ANALYSIS

General

This section provides a discussion of our feasibility analysis with respect to the potential design and implementation of impact fees for police facilities and capital equipment. The feasibility evaluation summarized herein is based on i) a review of the availability of data required to calculate the fees; ii) the configuration of the department in terms of staffing and Level of Service (LOS) goals, existing and planned investment in assets to satisfy Florida legal requirements for impact fees criteria; iii) the potential estimated financial benefit to the City of adopting the fees; and iv) our recommendation as to whether or not the City should consider implementing this fee type.

Data Availability

As the first step in our feasibility analysis, we developed a comprehensive information request in support of an impact fee calculation analysis and provided it to the City in order to ascertain whether or not the City could provide the required supporting data that would be necessary to calculate proposed police impact fees. This detailed information request included, but was not limited to, detailed fixed asset records including all assets used and in service for the department, a detailed listing of all officers currently employed by the City including sworn, unsworn and support positions, the department's targeted Level of Service (LOS), planned capital expenditures, historical and planned capital grant funding, and historical response call data. After reviewing the detailed data provided by the City in response to these requests, we believe that the City does maintain and can provide the required supporting information required to develop the fees.

Department Configuration

LEVEL OF SERVICE AND DEPARTMENT STAFFING

In the evaluation of the capital facility needs for providing municipal services such as police protection, a level of service (LOS) standard should be developed. Level of service is an indication of the capacity per unit of demand for each public facility and capital equipment.

Based on information provided by the City's Police Department, there currently are 24.5 support positions and 73 sworn positions as shown on Table 6-1. These positions serve a total population of approximately 44,000 permanent residents as shown in Table 2-1. The current level of service provided by the department is 1.42 full-time sworn officers per 1,000 population served with a target LOS of 1.95 officers per 1,000 population served. However, based upon current staffing plans in the City's 2022 budget, there are plans to fund additional positions to reach a LOS of 1.75 officers per 1,000 population served. The City's currently level of service is comparable with police staffing guidelines as published by state and national law enforcement agencies as follows:

- The Federal Bureau of Investigation, U.S. Department of Justice, Uniform Crime Report that indicated an average achieved standard of 2.6 police officers and support personnel per 1,000 inhabitants for population areas in the southern United States.

- The Florida Department of Law Enforcement recognizes a state average of 2.36 officers per 1,000 population for police departments.

EXISTING INVESTMENT IN DEPARTMENT

As a part of our feasibility analysis, the original costs of the existing assets and any grant funding or contributions towards those assets were considered. This portion of the analysis was to ensure that there were significant capital assets that could be includable in a potential future fee calculation. The City's existing assets are categorized by major type and are summarized below.

Existing City Investment in Police Assets	
Description	Original Cost
Machinery and Equipment	$241,609
Major Vehicles	2,735,613
Other Capital Equipment and Facilities	3,802,827
Subtotal	$6,780,049
Grant Funded Assets	($696,370)
Net Recoverable Costs	**$6,083,679**

[*] Amounts as shown on Table 6-2.

As shown above, of the $6.8 million in police assets, approximately 10% is has been funded from grants and other outside sources.

PLANNED FUTURE INVESTMENT IN DEPARTMENT

The following capital improvement requirements were provided by the City in support of the feasibility analysis. Along with the City's existing investment in police assets, these capital requirements are anticipated and designed to maintain the department's ability to provide service to the City's near term population level and fulfill the budgeted level of service standards. The City's capital requirements are categorized by type of expenditure and are summarized below.

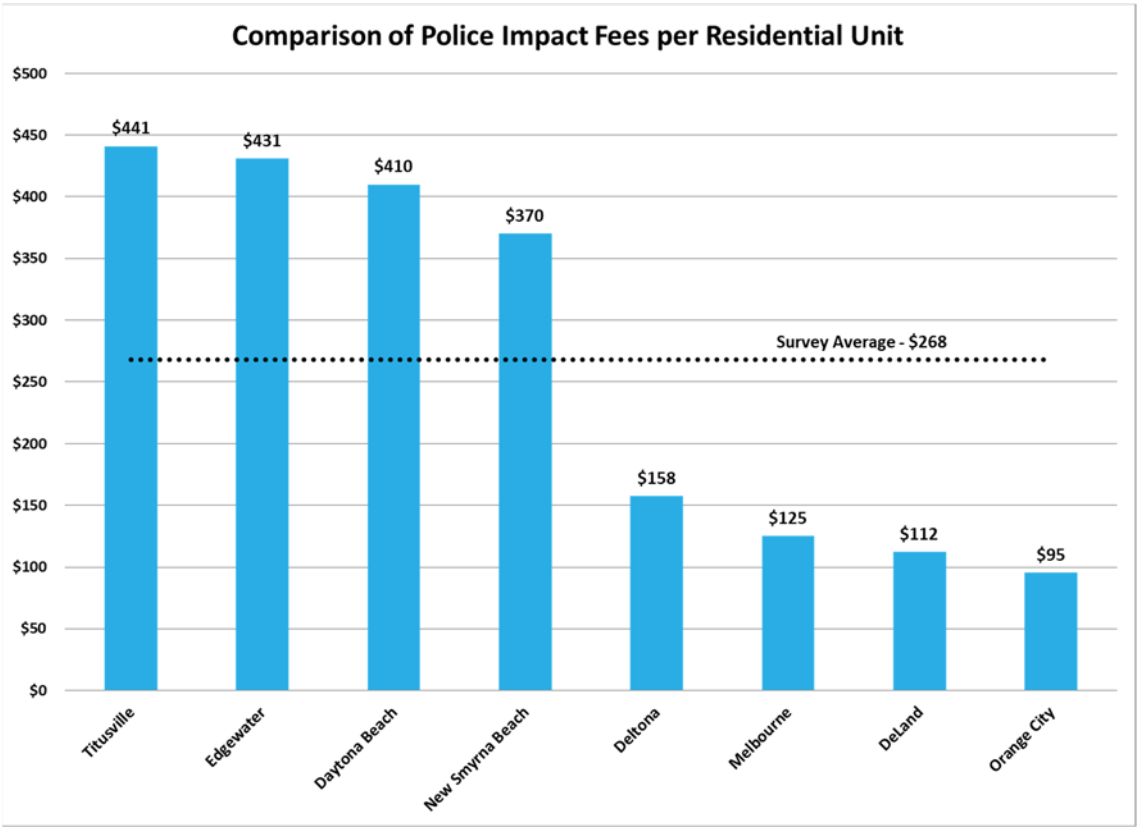
Projected Future City Investment in Police Assets (Capital Plan through 2025)	
Description	Amount
Machinery and Equipment	$291,000
Major Vehicles	1,015,000
Other Capital Equipment and Facilities	718,000
Planned Future City Investments in Police Assets	$2,024,000

[*] Amounts as shown on Table 6-3.

As can be seen above, the City anticipates spending $2,024,000 in order to further develop and replace the police assets and facilities to provide the desired level of service to the City as it grows through 2025. To the extent these planned investments are replacement of existing facilities, vehicles, and equipment then these cannot be funded from impact fees.

Potential Financial Benefit

A survey of police impact fees for eleven (11) neighboring municipalities was prepared as a part of the feasibility analysis for the City. Below is a graph showing the results of the comparison for the eight (8) municipalities that were able to obtain police impact fee information on.



As can be seen in the above graph, the police impact fees for the surveyed municipalities averaged at approximately $268 per residential unit with the highest being the City of Titusville at $441 per residential unit and the lowest being the City of Orange City at $95 per residential unit.

In order to project the potential residential impact fees that could be collectible we have assumed a proposed fee of $250 (which would be slightly lower than the surveyed average of $268 per residential unit) applied to the projected growth forecast of approximately 3,000 units through 2040 as shown in Table 2-1. Based on these assumptions the project potential residential impact fee revenues collected could be as high as about $760,000 over that 19-year period of time. It should be noted that this estimate does not include the revenues potentially collectible from non-residential growth as said growth and the associated fees could vary greatly between non-residential property types and application methodologies. It should be noted that any actual fee calculated could differ materially from the assumed fee of $250 per residential unit based on usage of the City's data as opposed to an approximation from a survey.

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Recommendation

It is our opinion that based on the City's ability to provide the necessary data required to support and calculate the fees, the configuration of the department (in terms of staffing, LOS, and significant existing and planned investment), and the potential benefit to the City as well as discussions our team has had with the City's Planning, Finance, and Police Departments that the City should consider developing and implementing police impact fees. It should be noted that further analysis and effort would be required to calculate the fees and ensure that such fees are cost justified based on recent and local data to ensure that the fees charged match the benefit provided to new development.

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Section 6
City of Ormond Beach
Police Services Impact Fee Feasibility Analysis

List of Tables

Table	Description
6-1	Summary of Existing Personnel
6-2	Police Department Fixed Assets
6-3	Police Multi-Year Capital Improvement Plan

Table 6-1
City of Ormond Beach
Police Services Impact Fee Feasibility Analysis

Summary of Existing Personnel

Line No.	Description	Budgeted Staff [1]
	Sworn Personnel	
1	Police Chief	1.0
2	Police Lieutenant	2.0
3	Police Captain	2.0
4	Police Corporal	5.0
5	Police Sergeant	7.0
6	Police Officer	43.0
7	**Total Sworn Personnel**	60.0
8	Civilian and Administrative	22.0
9	**Total Personnel**	82.0

Footnotes:

[1] As provided by the City's Police Department.

Table 6-2
City of Ormond Beach
Police Services Impact Fee Feasibility Analysis

Police Department Fixed Assets

Line No.	ASSET	DESCRIPTION	STATUS	TYPE	CLASS CD	SUBCLASS	Subclass Description	Asset Category	LOCATION	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL	LTD ACCUM DEPR
1	10000003	Rst 93 Ford F700 K74 Dump Truck	A	G	30	303	HEAVY EQUIPMENT	Major Vehicles	2101	POLICE	10/30/92	29,937.00	0.00	29,937.00
2	10000018	Eqp Surveillance Equipment	A	G	30	308	TECHNOLOGY IMPROVEMENTS	Other Capital Equipment and Facilities	2101	POLICE	08/14/91	7,546.82	0.00	7,546.82
3	10002622	It-Imaging Document System/Records-Polic	A	G	30	308	TECHNOLOGY IMPROVEMENTS	Other Capital Equipment and Facilities	2101	POLICE	04/05/99	8,086.85	0.00	8,086.85
4	10002875	Cmplx-Police Station 160 W Granada Blvd	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	05/15/00	77,209.59	13,897.73	63,311.86
5	10002876	Bluelines	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	06/19/00	2,774.40	499.39	2,275.01
6	10002877	Stormwater Permit Application	A	G	20	202	POLICE	Other Capital Equipment and Facilities	2101	POLICE	04/05/00	350.00	63.00	287.00
7	10002878	Analysis & Design	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	02/25/00	795.00	143.10	651.90
8	10002879	Demo Detective Bldg.	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	06/10/00	11,316.00	2,036.88	9,279.12
9	10002880	Asbestos Survey	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	06/30/00	450.00	81.00	369.00
10	10002881	Bluelines	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	07/08/00	72.90	13.12	59.78
11	10002882	Copies & Bluelines	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	07/03/00	825.80	148.65	677.15
12	10002883	Bluelines	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	08/10/00	166.32	29.95	136.37
13	10002884	In Place Density Test	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/29/00	818.50	147.33	671.17
14	10002885	Relocate Communication Tower	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/30/00	1,498.00	269.64	1,228.36
15	10002886	Architect Fees	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	08/02/00	8,317.15	1,497.09	6,820.07
16	10002887	Geotechnical Evaluation	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	07/31/00	2,835.00	510.30	2,324.70
17	10002888	Analysis	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/08/00	14,633.92	2,634.10	11,999.82
18	10002889	Pmt For Const	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	08/02/00	22,095.00	3,977.10	18,117.90
19	10002890	Pmt 1	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/30/00	71,620.00	12,891.60	58,728.40
20	10002891	Cmplx Police Station Analysis & Design	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	08/13/01	58,845.15	12,945.93	45,899.22
21	10002892	Technology Services Conduit/Receipticle	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	03/07/01	3,212.50	706.75	2,505.75
22	10002893	Painting	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	08/15/01	10,649.01	2,342.78	8,306.23
23	10002894	Finishing Materials/Stucco Etc	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	08/07/01	45,089.98	9,919.79	35,170.19
24	10002895	Glass*Glazing Mirrors	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	08/20/01	66,127.00	14,547.94	51,579.06
25	10002896	Security Door Control	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	07/31/01	32,107.00	7,063.54	25,043.46
26	10002897	Plumbing Materials	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	07/05/01	3,546.77	780.29	2,766.48
27	10002898	Building Const. Payments #2-8.	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	12/30/00	1,523,266.40	335,118.60	1,188,147.80
28	10002899	Doors Frams & Hardware	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	02/24/01	31,305.00	6,887.10	24,417.90
29	10002900	Masonry Materials	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	11/03/00	69,773.61	15,350.20	54,423.41
30	10002901	Electrical Materials	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	04/27/01	80,929.26	17,804.44	63,124.82
31	10002902	Roofing Materials	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	03/16/01	23,188.46	5,101.46	18,087.00
32	10002903	Window Shading Devices	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	06/10/01	3,000.00	660.00	2,340.00
33	10002904	Hvac Equipment	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	01/02/01	52,540.00	11,558.80	40,981.20
34	10002905	Generator/Diesel	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	03/20/01	40,350.00	8,877.00	31,473.00
35	10002906	Roofing Materials	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	03/16/01	16,310.88	3,588.39	12,722.49
36	10002907	Joist & Deck Package	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	02/07/01	35,000.00	7,700.00	27,300.00
37	10002908	Fire Sprinkler Materials	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	05/09/01	4,854.15	1,067.91	3,786.24
38	10002909	Structural Steel	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	12/05/00	10,674.24	2,348.33	8,325.91
39	10002910	Rebar Materials	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	12/21/00	11,302.08	2,486.47	8,815.61
40	10002911	Density Test	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	08/17/01	7,672.25	1,687.90	5,984.36
41	10002912	Film Processing	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	06/22/01	36.54	8.04	28.50
42	10002913	Amendment Of Master Plan/Legal Services	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	11/06/00	1,509.60	332.12	1,177.48
43	10002914	Shooting Range	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	10/19/00	1,170.70	257.55	913.15
44	10002915	Door Supplies	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	08/23/01	464.00	102.08	361.92
45	10002916	Hvac Equipment	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	08/30/01	39,973.00	8,794.06	31,178.94
46	10002917	Contractors Payment	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/28/01	626,938.00	137,926.36	489,011.64
47	10002918	Contractors Payment	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	08/29/01	52,206.00	11,485.32	40,720.68
48	10002919	County Road Impact Fee	A	G	20	202	POLICE	Other Capital Equipment and Facilities	2101	POLICE	09/28/01	4,540.65	998.94	3,541.71
49	10002920	Paint	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	08/29/01	727.58	160.08	567.50
50	10002921	Prof Services	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/20/01	737.50	162.25	575.25
51	10002922	Architect Services	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/30/01	5,633.65	1,239.40	4,394.25
52	10002923	Window Shading Devices	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	08/28/01	10,900.00	2,398.00	8,502.00
53	10002924	Plaque	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/24/01	725.40	159.58	565.82
54	10002925	Doors,Frames & Hardware Mat.	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/29/01	15,600.00	3,432.00	12,168.00
55	10002926	Frames,Doors & Materials	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/29/01	7,002.00	1,540.44	5,461.56
56	10002927	Concrete Test/Asphalt Extration	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	10/01/01	220.00	57.20	162.80
57	10002928	Technology	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	10/31/01	25,660.00	6,671.60	18,988.40
58	10002929	Doors,Frames And Hardware	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	10/25/01	4,762.79	1,238.33	3,524.46
59	10002930	Engineering Services	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	11/07/01	341.68	88.83	252.85
60	10002931	Cisco Routers	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	11/28/01	10,353.51	2,691.91	7,661.60
61	10002932	73 Interior Signage, 6 Exterior Signage	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	10/03/01	1,998.00	519.48	1,478.52
62	10002933	Land 179 Tomoka Ave Bowles Property	A	G	70	701	LAND	Other Capital Equipment and Facilities	2101	POLICE	12/10/01	350.00	350.00	0.00
63	10002934	Plumbing Materials	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	12/07/01	10,187.81	2,648.84	7,538.97
64	10002935	Hall Const Payment	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	10/30/01	41,067.00	10,677.42	30,389.58
65	10002936	Hall Const Pmt	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	11/30/01	3,425.00	890.50	2,534.50
66	10002937	Title Search*Bowles (Police Sta Parking	A	G	70	701	LAND	Other Capital Equipment and Facilities	2101	POLICE	12/07/01	125.00	125.00	0.00
67	10002938	Land - 170 West Granada Blvd	A	G	70	701	LAND	Other Capital Equipment and Facilities	2101	POLICE	09/30/75	24,587.50	24,587.50	0.00
68	10002939	Police - Land - Was Old 194 W Granada Bl	A	G	70	701	LAND	Other Capital Equipment and Facilities	2101	POLICE	09/30/74	15,000.00	15,000.00	0.00
69	10002940	Cmplx Police Sta Furniture Additional Pu	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/30/02	50,222.57	13,057.88	37,164.69
70	10002941	Cmplx Police Sta - Addtl Hall Const Paym	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/30/02	66,325.48	17,244.62	49,080.86
71	10002942	Architectural Services	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	12/10/01	2,180.36	566.90	1,613.46
72	10002943	Pmt #4	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	12/30/01	2,146.00	557.96	1,588.04
73	10002944	Cmplx Police Sta Planter Boxes	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	11/14/02	2,153.00	645.90	1,507.10
74	10002945	Facility Analysis & Design	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	02/11/02	501.24	130.32	370.92
75	10002946	Pmt #13	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	05/31/02	75,279.00	19,572.54	55,706.46
76	10002947	Cmplx Pd Fac Analysis & Design Engineeri	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/30/99	27,795.44	3,891.35	23,904.09
77	10002948	Final Payment	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/30/02	20,049.80	5,212.95	14,836.85
78	10002949	Property Appraisal - Southern Appraisal	A	G	70	701	LAND	Other Capital Equipment and Facilities	2101	POLICE	02/11/99	850.00	850.00	0.00
79	10002950	Analysis - Facility Task	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/29/97	32,162.62	1,929.76	30,232.86
80	10002951	Analysis For New Station	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/30/91	6,872.50	0.00	6,872.50
81	10002952	Cmplx-Police Station Telephone System Up	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/22/03	480.00	144.00	336.00

Table 6-2
City of Ormond Beach
Police Services Impact Fee Feasibility Analysis

Police Department Fixed Assets

Line No.	ASSET	DESCRIPTION	STATUS	TYPE	CLASS CD	SUBCLASS	Subclass Description	Asset Category	LOCATION	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL	LTD ACCUM DEPR
82	10002953	Cmplx-Police Station-Telephone System Up	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/19/03	17,870.00	5,361.00	12,509.00
83	10002954	Cmplx Police Sta Decorative Plants	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	09/16/03	1,150.00	345.00	805.00
84	10002955	Cmplx Police Sta Planter Boxes	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	11/15/02	3,252.00	975.60	2,276.40
85	10002956	Pd Facility Study Engineering Services	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	05/19/98	8,599.78	859.98	7,739.80
86	10004540	Cmplx-Pal House/Waldo O Berry Heritage P	A	G	70	701	LAND	Other Capital Equipment and Facilities	2101	POLICE	10/01/00	1.00	1.00	0.00
87	10004541	Cmplx Pal House Lumber & 2 Park Benches	A	G	20	202	POLICE	Other Capital Equipment and Facilities	2101	POLICE	09/28/01	334.95	73.68	261.27
88	10004542	Cmplx Pal House Concrete	A	G	20	202	POLICE	Other Capital Equipment and Facilities	2101	POLICE	10/19/01	786.20	204.41	581.79
89	10004543	Cmplx Pal House Trash Receptacles	A	G	20	202	POLICE	Other Capital Equipment and Facilities	2101	POLICE	10/11/01	313.91	81.61	232.30
90	10004544	Cmplx Pal House Mulch	A	G	20	202	POLICE	Other Capital Equipment and Facilities	2101	POLICE	10/26/01	326.00	84.76	241.24
91	10004545	Cmplx Pal House Sod	A	G	20	202	POLICE	Other Capital Equipment and Facilities	2101	POLICE	10/26/01	150.00	39.00	111.00
92	10004546	Cmplx Pal House Plants	A	G	20	202	POLICE	Other Capital Equipment and Facilities	2101	POLICE	10/18/01	1,276.25	331.83	944.43
93	10004547	Cmplx Pal House Irrigation System	A	G	20	202	POLICE	Other Capital Equipment and Facilities	2101	POLICE	10/31/01	2,935.00	763.10	2,171.90
94	10004548	Cmplx Pal House Picnic Tables	A	G	20	202	POLICE	Other Capital Equipment and Facilities	2101	POLICE	11/05/01	300.00	78.00	222.00
95	10004549	Cmplx Pal House/Cirelli-Scofield Prop Ti	A	G	70	701	LAND	Other Capital Equipment and Facilities	2101	POLICE	04/19/96	8,006.00	8,006.00	0.00
96	10004550	Cmplx Pal House 2.5 Ton Air Conditioner	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	06/10/96	700.00	14.00	686.00
97	10004551	Cmplx Pal House Consulting - Rfp Ad	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	12/03/03	93.98	31.95	62.03
98	10004552	Cmplx Pal House Forfeiture Land Value (D	A	G	70	701	LAND	Other Capital Equipment and Facilities	2101	POLICE	04/19/96	3,750.00	3,750.00	0.00
99	10004553	Cmplx Pal House Forfeiture Bldg Value (D	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	04/19/96	14,476.00	289.52	14,186.48
100	10005774	Veh 03 Chevy Impala	A	G	40	401	CAR	Major Vehicles	2101	POLICE	03/13/03	17,111.00	0.00	17,111.00
101	10005860	Veh 05 Ford Ranger Truck	A	G	40	404	TRUCK	Major Vehicles	2101	POLICE	06/01/05	13,897.00	0.00	13,897.00
102	10007156	2006 Chevy Impala	A	G	40	401	CAR	Major Vehicles	2101	POLICE	03/24/06	14,197.01	0.00	14,197.01
103	10007193	Veh 07 Chevy Malibu	A	G	40	401	CAR	Major Vehicles	2101	POLICE	08/02/06	13,120.00	0.00	13,120.00
104	10007194	Veh Option #3K, Third Key	A	G	40	401	CAR	Major Vehicles	2101	POLICE	08/02/06	65.00	0.00	65.00
105	10007195	Veh Option: Remote Keyless Entry	A	G	40	401	CAR	Major Vehicles	2101	POLICE	08/02/06	296.00	0.00	296.00
106	10007196	Veh Option #Csp90 Corner Strobe Kits-Whe	A	G	40	401	CAR	Major Vehicles	2101	POLICE	08/02/06	430.00	0.00	430.00
107	10007197	Veh Option #Value-5/75 Manufacturers Ext	A	G	40	401	CAR	Major Vehicles	2101	POLICE	08/02/06	1,415.00	0.00	1,415.00
108	10007205	Eqp 9' Stop Stick Rack Kit, Black	A	G	30	307	POLICE TOOLS & EQUIPMENT	Machinery and Equipment	2101	POLICE	05/25/07	18,120.00	1,812.00	16,308.00
109	10007456	Eqp Bar Code System Evidence Room	A	G	30	309	NON-SPECIFIC TOOLS & EQUIP	Machinery and Equipment	2101	POLICE	07/06/01	14,985.00	0.00	14,985.00
110	10007461	It-Internal Affairs Management Software	A	G	30	308	TECHNOLOGY IMPROVEMENTS	Other Capital Equipment and Facilities	2101	POLICE	02/26/02	1,500.00	0.00	1,500.00
111	10007479	Rst 03 Command Ht101 Mobile Command Vehi	A	G	30	303	HEAVY EQUIPMENT	Major Vehicles	2101	POLICE	10/20/03	99,978.00	0.00	99,978.00
112	10007504	Veh 08 Ford Crown Victoria	A	G	40	401	CAR	Major Vehicles	2101	POLICE	11/02/07	21,255.00	0.00	21,255.00
113	10007506	Veh 08 Ford Crown Victoria	A	G	40	401	CAR	Major Vehicles	2101	POLICE	11/02/07	21,255.00	0.00	21,255.00
114	10007507	Veh 08 Chevy Colorado 4X4	A	G	40	404	TRUCK	Major Vehicles	2101	POLICE	04/02/08	13,203.00	0.00	13,203.00
115	10007508	Veh 08 Chevy Colorado 4X4	A	G	40	404	TRUCK	Major Vehicles	2101	POLICE	03/05/08	13,203.00	0.00	13,203.00
116	10007640	Eqp Citation Writer	A	G	30	308	TECHNOLOGY IMPROVEMENTS	Other Capital Equipment and Facilities	2101	POLICE	06/25/08	11,069.73	0.00	11,069.73
117	10007706	2009 Crown Vic	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/09	23,454.00	0.00	23,454.00
118	10007800	2010 Ford Crown Vic	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/10	24,879.00	0.00	24,879.00
119	10007801	2010 Ford Crown Vic	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/10	24,879.00	0.00	24,879.00
120	10007802	Crown Vic #085	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/10	23,733.00	0.00	23,733.00
121	10007804	Impala #85	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/10	19,286.00	0.00	19,286.00
122	10007908	Crown Interceptor	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/11	27,469.00	0.00	27,469.00
123	10007909	2011 Ford Crown Vic	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/11	27,469.00	0.00	27,469.00
124	10007910	2011 Ford Crown Vic	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/11	27,469.00	0.00	27,469.00
125	10007911	Crown Vic	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/11	24,799.00	0.00	24,799.00
126	10007912	Chevy Impala	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/11	19,419.00	0.00	19,419.00
127	10007913	2011 Ford Explorer	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/11	24,139.00	0.00	24,139.00
128	10007914	Equinox	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/11	21,387.00	0.00	21,387.00
129	10008009	2012 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/12	30,893.00	0.00	30,893.00
130	10008010	2012 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/12	30,893.00	0.00	30,893.00
131	10008011	2012 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/12	30,893.00	0.00	30,893.00
132	10008012	2012 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/12	30,893.00	0.00	30,893.00
133	10008013	2012 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/12	30,893.00	0.00	30,893.00
134	10008014	2012 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/12	30,893.00	0.00	30,893.00
135	10008015	2012 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/12	31,367.00	0.00	31,367.00
136	10008016	2012 F150	A	G	40	404	TRUCK	Major Vehicles	2101	POLICE	09/30/12	19,527.55	0.00	19,527.55
137	10008017	2012 Chevy Malibu	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/12	19,186.00	0.00	19,186.00
138	10008018	2012 Chevy Impala	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/12	24,257.74	0.00	24,257.74
139	10008020	2012 Chevy Pu	A	G	40	404	TRUCK	Major Vehicles	2101	POLICE	09/30/12	18,133.00	0.00	18,133.00
140	10008021	2012 For Taurus	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/12	22,446.00	0.00	22,446.00
141	10008028	2012 Chevy Colorado	A	G	40	404	TRUCK	Major Vehicles	2101	POLICE	09/30/12	18,063.50	0.00	18,063.50
142	10008081	2012 Chevy Caprice Graphics	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/13	394.00	0.00	394.00
143	10008082	Chevy Caprice Graphics	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/13	394.00	0.00	394.00
144	10008083	2012 Chevy Caprice Graphics	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/13	394.00	0.00	394.00
145	10008084	2012 Chevy Caprice Graphics	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/13	394.00	0.00	394.00
146	10008085	2012 Chevy Caprice Graphics	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/13	394.00	0.00	394.00
147	10008086	2012 Chevy Caprice Graphics	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/13	394.00	0.00	394.00
148	10008087	2012 Chevy Caprice Graphics	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/13	394.00	0.00	394.00
149	10008088	Chevy Caprice Graphics	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/13	1,114.26	0.00	1,114.26
150	10008089	Chevy Caprice Graphics	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/13	1,114.26	0.00	1,114.26
151	10008090	Chevy Caprice Graphics	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/13	1,114.26	0.00	1,114.26
152	10008091	Chevy Caprice Graphics	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/13	1,114.27	0.00	1,114.27
153	10008092	Chevy Caprice Graphics	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/13	1,114.27	0.00	1,114.27
154	10008093	Chevy Caprice Graphics	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/13	1,114.27	0.00	1,114.27
155	10008094	Chevy Caprice Graphics	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/13	1,114.27	0.00	1,114.27
156	10008109	Ford F150	A	G	40	404	TRUCK	Major Vehicles	2101	POLICE	09/30/13	19,084.00	0.00	19,084.00
157	10008114	Ford Fusion	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/13	19,639.00	0.00	19,639.00
158	10008208	Police Fence	A	G	20	202	POLICE	Other Capital Equipment and Facilities	2101	POLICE	09/30/14	32,206.15	23,832.54	8,373.61
159	10008249	2013 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/14	32,386.00	0.00	32,386.00
160	10008250	2013 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/14	32,386.00	0.00	32,386.00
161	10008251	2013 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/14	32,386.00	0.00	32,386.00
162	10008252	2013 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/14	32,386.00	0.00	32,386.00

Table 6-2
City of Ormond Beach
Police Services Impact Fee Feasibility Analysis

Police Department Fixed Assets

Line No.	ASSET	DESCRIPTION	STATUS	TYPE	CLASS CD	SUBCLASS	Subclass Description	Asset Category	LOCATION	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL	LTD ACCUM DEPR
163	10008253	2013 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/14	32,386.00	0.00	32,386.00
164	10008254	2013 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/14	32,386.00	0.00	32,386.00
165	10008255	2013 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/14	32,594.00	0.00	32,594.00
166	10008256	2014 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/14	33,475.64	0.00	33,475.64
167	10008257	2014 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/14	33,475.64	0.00	33,475.64
168	10008258	2014 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/14	33,475.64	0.00	33,475.64
169	10008259	2014 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/14	33,475.64	0.00	33,475.64
170	10008260	2014 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/14	33,475.64	0.00	33,475.64
171	10008261	2014 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/14	33,475.64	0.00	33,475.64
172	10008262	2014 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/14	33,475.64	0.00	33,475.64
173	10008263	2014 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/14	33,475.66	0.00	33,475.66
174	10008264	2013 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/14	24,766.00	0.00	24,766.00
175	10008316	Police Fencing	A	G	20	202	POLICE	Other Capital Equipment and Facilities	2101	POLICE	09/30/15	16,896.65	13,179.38	3,717.28
176	10008329	2014 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/15	33,215.01	0.01	33,215.01
177	10008330	2014 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/15	33,215.01	0.01	33,215.01
178	10008331	2014 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/15	33,215.01	0.01	33,215.01
179	10008332	2014 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/15	33,215.01	0.01	33,215.01
180	10008333	2014 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/15	33,215.05	0.01	33,215.05
181	10008334	2015 Chevy Impala	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/15	20,577.00	0.00	20,577.00
182	10008335	2015 Chevy Malibu	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/15	18,758.00	0.00	18,758.00
183	10008336	2015 Ford Taurus	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/15	22,542.00	0.00	22,542.00
184	10008337	2015 Ford Transit Connect	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/15	18,718.00	0.00	18,718.00
185	10008338	2015 Ford Transit Connect	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/15	21,668.00	0.00	21,668.00
186	10008510	2016 Ford Transit Cargo	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/16	30,731.00	3,073.10	27,657.90
187	10008513	2016 Chevy Cruze	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/16	17,455.00	1,745.50	15,709.50
188	10008515	2016 Ford F150	A	G	40	404	TRUCK	Major Vehicles	2101	POLICE	09/30/16	19,599.00	1,959.90	17,639.10
189	10008517	2016 Ford F150	A	G	40	404	TRUCK	Major Vehicles	2101	POLICE	09/30/16	19,599.00	1,959.90	17,639.10
190	10008518	2016 Ford F150	A	G	40	404	TRUCK	Major Vehicles	2101	POLICE	09/30/16	24,991.00	2,499.10	22,491.90
191	10008521	2014 Chevy Caprice	A	G	40	401	CAR	Major Vehicles	2101	POLICE	09/30/16	29,858.32	2,985.83	26,872.49
192	10008523	2017 Harley Davidson	A	G	40	402	MOTORCYCLE	Major Vehicles	2101	POLICE	09/30/16	33,920.90	3,392.09	30,528.81
193	10008524	2016 Smart Trailer	A	G	30	311	TRAILERS/CARTS	Machinery and Equipment	2101	POLICE	09/30/16	6,602.00	4,621.41	1,980.59
194	10008540	Hvac Drive Motor Pd	A	G	10	103	HVAC REPLACEMENT	Other Capital Equipment and Facilities	2101	POLICE	09/30/16	11,600.00	8,120.01	3,479.99
195	20000001	POLICE DEPARTMENT ROOF	A	G	10	104	ROOF REPLACEMENT	Other Capital Equipment and Facilities	2101	POLICE	09/30/17	24,271.54	19,282.40	4,989.14
196	20000003	2017 FORD TRANSIT	A	G	40	405	VAN	Major Vehicles	2101	POLICE	11/08/16	22,385.01	6,715.51	15,669.50
197	20000004	2015 CHEVY CAPRICE PATROL VEHICLE	A	G	40	401	CAR	Major Vehicles	2101	POLICE	03/09/17	24,998.00	7,499.40	17,498.60
198	20000034	2017 FORD F-150 TRUCK	A	G	40	404	TRUCK	Major Vehicles	2101	POLICE	09/19/17	20,769.00	6,230.70	14,538.30
199	20000035	#4 HARLEY DAVIDSON MOTORCYCLES	A	G	40	402	MOTORCYCLE	Major Vehicles	2101	POLICE	06/02/17	34,343.05	13,164.83	21,178.22
200	20000036	#4 HARLEY DAVIDSON MOTORCYCLES	A	G	40	402	MOTORCYCLE	Major Vehicles	2101	POLICE	06/02/17	33,007.45	12,652.85	20,354.60
201	20000037	#4 HARLEY DAVIDSON MOTORCYCLES	A	G	40	402	MOTORCYCLE	Major Vehicles	2101	POLICE	06/02/17	31,930.65	12,240.08	19,690.57
202	20000038	2017 CHEVROLET CAPRICE	A	G	40	401	CAR	Major Vehicles	2101	POLICE	08/09/17	37,860.92	14,513.35	23,347.57
203	20000039	2017 CHEVROLET CAPRICE	A	G	40	401	CAR	Major Vehicles	2101	POLICE	08/09/17	41,414.76	12,424.43	28,990.33
204	20000040	2017 Chevrolet Caprice Patrol Car	A	G	40	401	CAR	Major Vehicles	2101	POLICE	08/30/17	38,548.41	14,776.90	23,771.51
205	20000041	2017 FORD EXPLORER	A	G	40	404	TRUCK	Major Vehicles	2101	POLICE	09/19/17	41,252.70	12,375.81	28,876.89
206	20000042	2017 FORD F-150 TRUCK	A	G	40	404	TRUCK	Major Vehicles	2101	POLICE	08/28/17	20,769.00	6,230.70	14,538.30
207	20000050	POLICE SALLY PORT REPAIR	A	G	10	105	STRUCTURES	Other Capital Equipment and Facilities	2101	POLICE	06/20/18	55,215.00	49,693.50	5,521.50
208	20000051	LIGHTBARS/CHARGERS/PUDDLE LIGHTSDODGECAR	A	G	40	401	CAR	Major Vehicles	2101	POLICE	08/08/17	19,138.25	5,741.48	13,396.77
209	20000111	2018 DODGE CHARGER	A	G	40	401	CAR	Major Vehicles	2101	POLICE	10/20/17	24,372.00	12,186.00	12,186.00
210	20000112	2018 dodge charger	A	G	40	401	CAR	Major Vehicles	2101	POLICE	10/20/17	25,892.00	12,946.00	12,946.00
211	20000113	2018 dodge charger	A	G	40	401	CAR	Major Vehicles	2101	POLICE	10/20/17	28,880.22	14,440.11	14,440.11
212	20000120	2018 DODGE CHARGER	A	G	40	401	CAR	Major Vehicles	2101	POLICE	04/26/18	24,148.00	12,074.00	12,074.00
213	20000144	PUMP REPLACEMENT HVAC PD TACO PUMPS	A	G	10	103	HVAC REPLACEMENT	Other Capital Equipment and Facilities	2101	POLICE	04/27/18	18,880.00	15,733.33	3,146.67
214	20000186	2018 HARLEY DAVIDSON	A	G	40	402	MOTORCYCLE	Major Vehicles	2101	POLICE	06/09/18	22,700.00	11,350.00	11,350.00
215	20000205	2019 DODGE CHARGER FLEET	A	G	40	401	CAR	Major Vehicles	2101	POLICE	03/18/19	51,833.20	36,283.24	15,549.96
216	20000206	2019 DODGE CHARGER FLEET	A	G	40	401	CAR	Major Vehicles	2101	POLICE	03/18/19	32,352.12	22,646.49	9,705.63
217	20000207	2019 DODGE CHARGER FLEET	A	G	40	401	CAR	Major Vehicles	2101	POLICE	03/26/19	32,060.00	22,442.00	9,618.00
218	20000208	2019 DODGE CHARGER FLEET	A	G	40	401	CAR	Major Vehicles	2101	POLICE	03/18/19	40,310.52	28,217.37	12,093.15
219	20000209	SOLAR POWERED PORTABLE MESSAGE SIGN	A	G	30	307	POLICE TOOLS & EQUIPMENT	Machinery and Equipment	2101	POLICE	11/08/18	13,078.57	11,770.72	1,307.85
220	20000251	2019 DODGE CHARGER*POLICE	A	G	40	401	CAR	Major Vehicles	2101	POLICE	12/27/18	24,924.00	17,446.80	7,477.20
221	20000272	Body Cameras & cloud based storage syste	A	G	30	307	POLICE TOOLS & EQUIPMENT	Machinery and Equipment	2101	POLICE	05/02/19	78,226.12	70,403.51	7,822.61
222	20000300	TRUCKS (INCLUDING, DIESEL, GASOLINE, ELE	A	G	40	404	TRUCK	Major Vehicles	2101	POLICE	01/02/20	5,300.00	4,770.00	530.00
223	20000314	POLICE CAMERA EQUIPMENT PD	A	G	30	307	POLICE TOOLS & EQUIPMENT	Machinery and Equipment	2101	POLICE	01/22/20	110,597.74	106,911.15	3,686.59
224	20000317	2019 DODGE CHARGER 2C3CDXAG7KG748480	A	G	40	401	CAR	Major Vehicles	2101	POLICE	12/31/19	24,924.00	22,431.60	2,492.40
225	20000318	2020 DODGE DURANGO SN 1C4RDJFG7LC369835	A	G	40	401	CAR	Major Vehicles	2101	POLICE	07/28/20	47,619.40	42,857.46	4,761.94
226	20000319	2020 DODGE DURANGO SN 1C4RDJFG6LC30878	A	G	40	401	CAR	Major Vehicles	2101	POLICE	07/28/20	28,181.00	25,362.90	2,818.10
227	20000320	2020 DODGE DURANGO SN 1C4RDJFG4LC308	A	G	40	401	CAR	Major Vehicles	2101	POLICE	07/28/20	28,181.00	25,362.90	2,818.10
228	20000321	2020 DODGE DURANGO	A	G	40	401	CAR	Major Vehicles	2101	POLICE	08/13/20	28,181.00	25,362.90	2,818.10
229	20000076	PD ACCESS CONTROL SYSTEM BID EVALUATION	C	G	90	901	CONSTRUCTION IN PROGRESS	Other Capital Equipment and Facilities	2101	POLICE	08/18/17	12,451.19	12,451.19	0.00
230		Grand Total										$6,780,049.44	$1,643,193.47	$5,136,856.06

Summary Roll Up

	Description	Original Cost
231	Machinery and Equipment	$241,609.43
232	Major Vehicles	2,735,613
233	Other Capital Equipment and Facilities	3,802,827
234	Total	$6,780,049.44

Table 6-3
City of Ormond Beach
Police Services Impact Fee Feasibility Analysis

Police Multi-Year Capital Improvement Plan

Line No.	Description	5-Year Total
1	Public Saftely Radio Replacement	$166,000
2	Police Department Roof	300,000
3	Police Impound Lot	60,000
4	SANS Replacement	125,000
5	Police Station Chiller Replacement	90,000
6	Police Department Access Control	268,000
7	Vehicle Replacements	1,015,000
8	Total	$2,024,000

SECTION 7 – FIRE PROTECTION FACILITIES IMPACT FEE FEASIBILITY ANALYSIS

General

This section provides a discussion of our feasibility analysis with respect to the potential design and implementation of impact fees for fire protection facilities and capital equipment. The feasibility evaluation summarized herein is based on i) a review of the availability of data required to calculate the fees; ii) the configuration of the department in terms of staffing and Level of Service (LOS) goals, existing and planned investment in assets to satisfy Florida legal requirements for impact fees criteria; iii) the potential estimated financial benefit to the City of adopting the fees; and iv) our recommendation as to whether or not the City should consider implementing this fee type.

Data Availability

As the first step in our feasibility analysis, we developed a comprehensive information request in support of an impact fee calculation analysis and provided it to the City in order to ascertain whether or not the City could provide the required supporting data that would be necessary to calculate proposed police impact fees. This detailed information request included, but was not limited to, detailed fixed asset records including all assets used and in service for the department, a detailed listing of all fire personnel currently employed by the City, the department's targeted Level of Service (LOS), planned capital expenditures, historical and planned capital grant funding, and historical response call data. After reviewing the detailed data provided by the City in response to these requests, we believe that the City does maintain and can provide the required supporting information required to develop the fees.

Department Configuration

LEVEL OF SERVICE AND DEPARTMENT STAFFING

In the evaluation of the capital facility needs for providing municipal services such as fire protection, a level of service (LOS) standard should be developed. Level of service is an indication of the capacity per unit of demand for each public facility and capital equipment.

There is currently no formally adopted level of service for the City's fire protection services; however, it is the City's intent to maintain staffing levels that provide services to all developed areas in order to be able to respond to service calls within a specified time period to maintain the City's Insurance Service Organization (ISO) property insurance rating of 3/3X in the community. As a practical matter, this response time standard (four minutes with a one-minute turnout or less) is based upon recognized industry standards not only having to do with property protection, but also in providing Emergency Medical Support services (EMS). In each case, it is necessary to reach property and residents of the City within the response time standard to maximize the effectiveness of fire suppression activities and/or emergency medical care. In discussions with City staff, it was determined that the existing staffing levels of the City are able to provide adequate fire rescue services for the existing and future daily average population of the City.

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Presently, the City has 48 full-time primary personnel budgeted for 2022 as shown on Table 7-1 and below.

Primary Personnel	Summary of Existing Personnel
Fire Chief	1.0
Deputy Fire Chief	1.0
Fire Battalion Commander	3.0
Captain	12.0
Driver Engineer	12.0
Firefighters	18.0
Office Manager (Support)	1.0
Total Current Full-Time Personnel	**48.0**

Based on the primary personnel listed above the level of service in terms of the number of direct fire personnel per 1,000 residents is about 1.07.

EXISTING INVESTMENT IN DEPARTMENT

As a part of our feasibility analysis, the original costs of the existing assets and any grant funding or contributions towards those assets were considered. This portion of the analysis was to ensure that there were significant capital assets that could be includable in a potential future fee calculation. The City's existing assets are categorized by major type and are summarized below.

Existing City Investment in Fire Assets	
Description	Original Cost
Machinery and Equipment	$656,223
Major Vehicles	2,402,548
Other Capital Equipment and Facilities	5,076,563
Subtotal	$8,213,671
Grant Funded Assets	($78,337)
Net Recoverable Costs	**$8,135,334**

[*] Amounts as shown on Table 7-2.

As shown above, of the $8.1 million in police assets, approximately 1% is has been funded from grants and other outside sources.

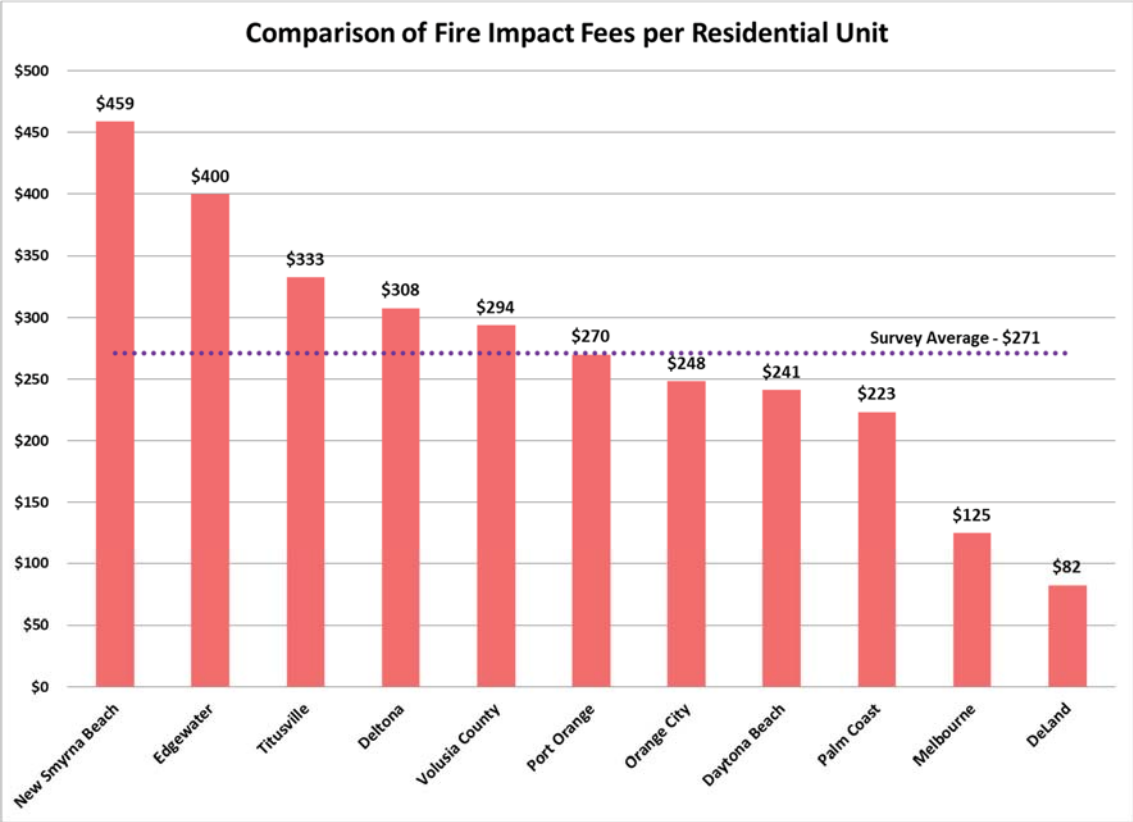
PLANNED FUTURE INVESTMENT IN DEPARTMENT

The following capital improvement requirements were provided by the City in support of the feasibility analysis. Along with the City's existing investment in fire assets, the City has certain planned capital expenditures which are anticipated and designed to maintain the department's ability to provide service to the City's near term population level and fulfill the budgeted level of service standards. The City anticipates spending over $1.8 million related to vehicle and apparatus replacements in addition to other capital expenditures to further develop the fire assets and facilities to provide the desired level of service to the City as it grows through 2025. These other capital expenditures

are not fully known at this time and are dependent on how growth occurs in the City and will be developed in the future by the fire department as needed.

Potential Financial Benefit

A survey of fire impact fees for eleven (11) neighboring municipalities was prepared as a part of the feasibility analysis for the City. Below is a graph showing the results of the comparison for the eleven (11) municipalities that were able to obtain fire impact fee information on.



As can be seen in the above graph, the fire impact fees for the surveyed municipalities averaged at approximately $271 per residential unit with the highest being the City of New Smyrna Beach at $459 per residential unit and the lowest being the City of Deland at $82 per residential unit.

In order to project the potential residential impact fees that could be collectible we have assumed a proposed fee of $250 (which would be slightly lower than the surveyed average of $271 per residential unit) applied to the projected growth forecast of approximately 3,000 units through 2040 as shown in Table 2-1. Based on these assumptions the project potential residential impact fee revenues collected could be as high as about $760,000 over that 19-year period of time. It should be noted that this estimate does not include the revenues potentially collectible from non-residential growth as said growth and the associated fees could vary greatly between non-residential property types and application methodologies. It should be noted that any actual fee calculated could differ materially from the assumed fee of $250 per residential unit based on usage of the City's data as opposed to an approximation from a survey.

Recommendation

It is our opinion that based on the City's ability to provide the necessary data required to support and calculate the fees, the configuration of the department (in terms of staffing, LOS, and significant existing and planned investment), and the potential benefit to the City as well as discussions our team has had with the City's Planning, Finance, and Fire Departments that the City should consider developing and implementing fire impact fees. It should be noted that further analysis and effort would be required to calculate the fees and ensure that such fees are cost justified based on recent and local data to ensure that the fees charged match the benefit provided to new development.

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Section 7
City of Ormond Beach
Fire Services Impact Fee Feasibility Analysis

List of Tables

Table	Description
7-1	Summary of Existing Personnel
7-2	Fire Department Fixed Assets

Table 7-1
City of Ormond Beach
Fire Services Impact Fee Feasibility Analysis

Summary of Existing Personnel

Line No.	Description	Current Staff [1]
	Primary Personnel	
1	Fire Chief	1.0
2	Deputy Fire Chief	1.0
3	Fire Battalion Commander	3.0
4	Captain	12.0
5	Driver Engineer	12.0
6	Firefighters	18.0
7	**Total Primary Personnel**	47.0
8	Office Manager (Support)	1.0
9	**Total Personnel**	48.0

Footnotes:

[1] As provided by the City's Fire Department.

Table 7-2
City of Ormond Beach
Fire Services Impact Fee Feasibility Analysis

Fire Department Fixed Assets

Line No.	ASSET	DESCRIPTION	STATUS	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL	LTD ACCUM DEPR	Asset Category
1	10000005	Fire Station 94 2301 Airport Road	A	FIRE DEPARTMENT	03/07/89	5,350.00	5,350.00	0.00	Facility
2	10000006	Fire Station 94 2301 Airport Road	A	FIRE DEPARTMENT	06/30/93	456,174.07	0.00	456,174.07	Facility
3	10000007	Fire Station 94 Hurricane Rollup Shutter	A	FIRE DEPARTMENT	06/06/01	20,105.00	4,423.10	15,681.90	Facility
4	10001060	1995 Frghtliner Fl60	A	FIRE DEPARTMENT	11/08/94	136,978.00	0.00	136,978.00	Vehicles
5	10001061	1995 Frghtliner Fl60	A	FIRE DEPARTMENT	11/01/94	610.00	0.00	610.00	Vehicles
6	10002608	Fire Station 93 300 Wilmette Ave	A	FIRE DEPARTMENT	08/03/98	21,021.02	21,021.02	0.00	Facility
7	10002609	Fire Station 93 Architectual Services	A	FIRE DEPARTMENT	09/30/99	54,371.36	7,611.99	46,759.37	Facility
8	10002610	Fire Station 93 Irrigation/Landscape	A	FIRE DEPARTMENT	05/17/00	23,284.00	4,191.12	19,092.88	Facility
9	10002611	Fire Station 93 - Original Land Purchase	A	FIRE DEPARTMENT	06/15/88	44,685.80	44,685.80	0.00	Facility
10	10002612	Fire Station 93 Install Sign	A	FIRE DEPARTMENT	04/27/00	2,080.00	374.40	1,705.60	Facility
11	10002613	Fire Station 93 Crane Rental	A	FIRE DEPARTMENT	03/31/00	210.00	37.80	172.20	Facility
12	10002614	Fire Station 93 Additional Strwtr Modeli	A	FIRE DEPARTMENT	01/20/00	870.00	156.60	713.40	Facility
13	10002615	Fire Station 93 Sign	A	FIRE DEPARTMENT	10/20/99	235.00	42.30	192.70	Facility
14	10002616	Fire Station 93 Architectural Service	A	FIRE DEPARTMENT	05/05/00	41,955.89	7,552.06	34,403.83	Facility
15	10002617	Fire Station 93 Engineering Services	A	FIRE DEPARTMENT	05/03/00	3,520.00	633.60	2,886.40	Facility
16	10002618	Fire Station 93 Construction	A	FIRE DEPARTMENT	10/27/99	605,285.49	108,951.39	496,334.10	Facility
17	10002619	Fire Station No 93 Real Estate Taxes	A	FIRE DEPARTMENT	05/10/99	164.43	164.43	0.00	Facility
18	10002629	Eqp Robot For Fire Safety Training	A	FIRE DEPARTMENT	06/11/99	7,450.00	0.00	7,450.00	Equipment
19	10002637	Rst 69 General Cargo Truck	A	FIRE DEPARTMENT	05/16/00	7,500.00	0.00	7,500.00	Vehicles
20	10002638	Rst Water Tank Polyprene Brush Truck (06	A	FIRE DEPARTMENT	09/01/00	5,606.20	0.00	5,606.20	Vehicles
21	10002812	Rst 00 Pierce Pumper Fire Truck	A	FIRE DEPARTMENT	06/28/00	199,739.00	0.00	199,739.00	Vehicles
22	10002813	Rst 00 Pierce Pumper Fire Truck	A	FIRE DEPARTMENT	06/02/00	199,739.00	0.00	199,739.00	Vehicles
23	10003850	Gen 00 Katolight D50Fjj4 Generator	A	FIRE DEPARTMENT	11/21/00	9,943.00	0.00	9,943.00	Equipment
24	10003860	Veh 01 Chevy 1/2 Ton 8 Passenger Van	A	FIRE DEPARTMENT	08/07/01	20,640.00	0.00	20,640.00	Vehicles
25	10005143	Fire Station 92 189 S Nova Rd (Old Cemet	A	FIRE DEPARTMENT	04/15/04	14,430.00	4,906.20	9,523.80	Facility
26	10005144	Fire Station 92 Geotechnical Services	A	FIRE DEPARTMENT	06/23/04	3,730.00	1,268.20	2,461.80	Facility
27	10005145	Fire Station 92 Excavation	A	FIRE DEPARTMENT	06/23/04	1,782.50	606.05	1,176.45	Facility
28	10005146	Fire Station 92 Pre-Construction	A	FIRE DEPARTMENT	08/02/04	3,865.00	1,314.10	2,550.90	Facility
29	10005147	Fire Station 92 Design	A	FIRE DEPARTMENT	09/30/04	55,320.00	18,808.80	36,511.20	Facility
30	10005148	Fire Station 92 Pre-Construction	A	FIRE DEPARTMENT	12/13/04	7,835.00	2,977.30	4,857.70	Facility
31	10005149	Fire Station 92 Architectural Services	A	FIRE DEPARTMENT	09/22/03	4,500.00	1,350.00	3,150.00	Facility
32	10005150	Fire Station 92 Design	A	FIRE DEPARTMENT	02/01/05	9,676.01	3,676.89	5,999.13	Facility
33	10005151	Fire Station 92 Construction	A	FIRE DEPARTMENT	04/07/05	39,234.00	14,908.92	24,325.08	Facility
34	10005152	Fire Station 92 Construction	A	FIRE DEPARTMENT	04/22/05	44,516.00	16,916.08	27,599.92	Facility
35	10005153	Fire Station 92 Furnish/Deliver All Door	A	FIRE DEPARTMENT	05/05/05	1,940.00	737.20	1,202.80	Facility
36	10005154	Fire Station 92 Construction	A	FIRE DEPARTMENT	05/11/05	84,349.00	32,052.62	52,296.38	Facility
37	10005155	Fire Station 92 Construction	A	FIRE DEPARTMENT	06/10/05	69,745.00	26,503.10	43,241.90	Facility
38	10005156	Fire Station 92 All ""Electrical""	A	FIRE DEPARTMENT	07/28/05	232.61	88.41	144.21	Facility
39	10005157	Fire Station 92 ""Electrical""	A	FIRE DEPARTMENT	07/28/05	1,005.61	382.15	623.47	Facility
40	10005158	Fire Station 92 All ""Electrical""	A	FIRE DEPARTMENT	07/28/05	740.47	281.38	459.10	Facility
41	10005159	Fire Station 92 All ""Electrical""	A	FIRE DEPARTMENT	07/28/05	235.00	89.30	145.70	Facility
42	10005160	Fire Station 92 All Trusses	A	FIRE DEPARTMENT	07/28/05	18,450.00	7,011.00	11,439.00	Facility
43	10005161	Fire Station 92 All Airvac System	A	FIRE DEPARTMENT	07/28/05	11,510.00	4,373.80	7,136.20	Facility
44	10005162	Fire Station 92 Construction	A	FIRE DEPARTMENT	08/03/05	74,883.00	28,455.54	46,427.46	Facility
45	10005163	Fire Station 92 All ""Brick""	A	FIRE DEPARTMENT	07/28/05	3,426.57	1,302.11	2,124.47	Facility
46	10005164	Fire Station 92 All ""Electrical""	A	FIRE DEPARTMENT	07/28/05	3,872.90	1,471.69	2,401.21	Facility
47	10005165	Fire Station 92 All ""Electrical""	A	FIRE DEPARTMENT	07/28/05	1,030.05	391.43	638.63	Facility
48	10005166	Fire Station 92 ""Electrical""	A	FIRE DEPARTMENT	07/28/05	3,648.50	1,386.43	2,262.07	Facility
49	10005167	Fire Station 92 All ""Electrical""	A	FIRE DEPARTMENT	07/28/05	1,375.00	522.50	852.50	Facility
50	10005168	Fire Station 92 Construction	A	FIRE DEPARTMENT	07/06/05	78,977.00	30,011.26	48,965.74	Facility
51	10005169	Fire Station 92 Attorney Fee For Gob Iss	A	FIRE DEPARTMENT	12/11/03	509.88	173.36	336.52	Facility
52	10005170	Fire Station 92 All ""Electrical""	A	FIRE DEPARTMENT	06/30/05	742.63	282.21	460.43	Facility

Table 7-2
City of Ormond Beach
Fire Services Impact Fee Feasibility Analysis

Fire Department Fixed Assets

Line No.	ASSET	DESCRIPTION	STATUS	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL	LTD ACCUM DEPR	Asset Category
53	10005171	Fire Station 92 All ""Electrical""	A	FIRE DEPARTMENT	06/30/05	792.27	301.07	491.21	Facility
54	10005172	Fire Station 92 All ""Electrical""	A	FIRE DEPARTMENT	06/30/05	794.33	301.86	492.48	Facility
55	10005173	Fire Station 92 All ""Electrical""	A	FIRE DEPARTMENT	06/30/05	345.32	131.23	214.09	Facility
56	10005174	Fire Station 92 All ""Electrical""	A	FIRE DEPARTMENT	06/30/05	525.45	199.67	325.79	Facility
57	10005175	Fire Station 92 Construction	A	FIRE DEPARTMENT	06/29/05	325.00	123.50	201.50	Facility
58	10005176	Fire Station 92 All ""Electrical""	A	FIRE DEPARTMENT	06/29/05	949.97	360.99	588.99	Facility
59	10005177	Fire Station 92 All ""Brick""	A	FIRE DEPARTMENT	06/29/05	3,215.00	1,221.70	1,993.30	Facility
60	10005178	Fire Station 92 189 S Nova Road (Old Cem	A	FIRE DEPARTMENT	06/24/76	108,000.00	108,000.00	0.00	Facility
61	10005179	Fire Station 92 Metal Roofing Materials	A	FIRE DEPARTMENT	08/16/05	34,909.00	13,265.42	21,643.58	Facility
62	10005180	Fire Station 92 Design	A	FIRE DEPARTMENT	08/16/05	6,426.00	2,441.88	3,984.12	Facility
63	10005181	Fire Station 92 Construction Materials	A	FIRE DEPARTMENT	08/17/05	320.00	121.60	198.40	Facility
64	10005182	Fire Station 92 All Doors, Frames	A	FIRE DEPARTMENT	08/18/05	1,140.00	433.20	706.80	Facility
65	10005183	Fire Station 92 Construction	A	FIRE DEPARTMENT	09/12/05	169,255.00	64,316.90	104,938.10	Facility
66	10005184	Fire Station 92 Carrier Hvac Equipment	A	FIRE DEPARTMENT	09/14/05	3,198.00	1,215.24	1,982.76	Facility
67	10005185	Fire Station 92 Metal Roofing Materials	A	FIRE DEPARTMENT	09/14/05	25,388.00	9,647.44	15,740.56	Facility
68	10005186	Fire Station 92 Fob Jobsite All Doors, F	A	FIRE DEPARTMENT	09/14/05	1,110.00	421.80	688.20	Facility
69	10005187	Fire Station 92 Inspection Photos	A	FIRE DEPARTMENT	08/12/05	8.67	3.29	5.39	Facility
70	10005188	Fire Station 92 Bricks	A	FIRE DEPARTMENT	06/08/05	3,215.00	1,221.70	1,993.30	Facility
71	10005189	Fire Station 92 All Drywall & Stucco	A	FIRE DEPARTMENT	09/27/05	3,506.38	1,332.42	2,173.96	Facility
72	10005190	Fire Station 92 Dectron Hvac Equipment	A	FIRE DEPARTMENT	09/21/05	798.00	303.24	494.76	Facility
73	10005191	Fire Station 92 Construction	A	FIRE DEPARTMENT	09/30/05	83,004.00	31,541.52	51,462.48	Facility
74	10005192	Fire Station 92 Design	A	FIRE DEPARTMENT	09/30/05	5,355.00	2,034.90	3,320.10	Facility
75	10005193	Fire Station 92 Construction Materials	A	FIRE DEPARTMENT	09/30/05	72.00	27.36	44.64	Facility
76	10005194	Fire Station 92 All ""Electrical""	A	FIRE DEPARTMENT	06/21/05	1,658.50	630.23	1,028.27	Facility
77	10005195	Fire Station 92 Construction	A	FIRE DEPARTMENT	09/30/05	435.00	165.30	269.70	Facility
78	10005196	Fire Station 92 Construction	A	FIRE DEPARTMENT	09/30/05	65.00	24.70	40.30	Facility
79	10005197	Fire Station 92 All ""Electrical""	A	FIRE DEPARTMENT	09/23/05	786.39	298.83	487.57	Facility
80	10005198	Fire Station 92 Dectron Hvac Equipment	A	FIRE DEPARTMENT	11/02/05	16,060.00	6,745.20	9,314.80	Facility
81	10005199	Fire Station 92 Construction	A	FIRE DEPARTMENT	11/17/05	150,930.00	63,390.60	87,539.40	Facility
82	10005200	Fire Station 92 Sign	A	FIRE DEPARTMENT	10/04/05	490.00	205.80	284.20	Facility
83	10005201	Fire Station 92 All Doors, Frames &	A	FIRE DEPARTMENT	12/08/05	6,560.00	2,755.20	3,804.80	Facility
84	10005202	Fire Station 92 Architectural	A	FIRE DEPARTMENT	12/08/05	12,200.00	5,124.00	7,076.00	Facility
85	10005203	Fire Station 92 Carrier Hvac Equipment	A	FIRE DEPARTMENT	12/08/05	11,345.00	4,764.90	6,580.10	Facility
86	10005204	Fire Station 92 Survey - July 1988 (G.O.	A	FIRE DEPARTMENT	07/01/88	350.00	350.00	0.00	Facility
87	10005205	Fire Station 92 Bricks For Fire Station	A	FIRE DEPARTMENT	06/03/05	3,426.57	1,302.11	2,124.47	Facility
88	10005206	Fire Station 92 Construction	A	FIRE DEPARTMENT	12/20/05	94,665.00	39,759.30	54,905.70	Facility
89	10005207	Fire Station 92 Gear Mobile 3-Pack Bunke	A	FIRE DEPARTMENT	12/29/05	5,640.00	2,368.80	3,271.20	Equipment
90	10005208	Fire Station 92 All Doors, Frames	A	FIRE DEPARTMENT	12/22/05	3,755.00	1,577.10	2,177.90	Facility
91	10005209	Fire Station 92 All Doors, Frames	A	FIRE DEPARTMENT	12/22/05	616.00	258.72	357.28	Facility
92	10005210	Fire Station 92 Construction	A	FIRE DEPARTMENT	12/22/05	519.00	217.98	301.02	Facility
93	10005211	Fire Station 92 Engineering	A	FIRE DEPARTMENT	12/22/05	529.00	222.18	306.82	Facility
94	10005212	Fire Station 92 Engineering	A	FIRE DEPARTMENT	12/22/05	65.00	27.30	37.70	Facility
95	10005213	Fire Station 92 Engineering	A	FIRE DEPARTMENT	12/22/05	75.00	31.50	43.50	Facility
96	10005214	Fire Station 92 Design	A	FIRE DEPARTMENT	12/29/05	3,660.00	1,537.20	2,122.80	Facility
97	10005215	Fire Station 92 2"" Horizontal Blinds, W	A	FIRE DEPARTMENT	01/27/06	1,299.00	545.58	753.42	Facility
98	10005216	Fire Station 92 All ""Electrical""	A	FIRE DEPARTMENT	02/01/06	110.00	46.20	63.80	Facility
99	10005217	Fire Station 92 Engineering	A	FIRE DEPARTMENT	02/01/06	145.00	60.90	84.10	Facility
100	10005218	Fire Station 92 Engineering	A	FIRE DEPARTMENT	02/14/06	3,666.00	1,539.72	2,126.28	Facility
101	10005219	Fire Station 92 Carts, Mailbox, Ladder,	A	FIRE DEPARTMENT	02/14/06	379.84	159.54	220.30	Facility
102	10005220	Fire Station 92 Shelves For Handicap Res	A	FIRE DEPARTMENT	02/14/06	15.91	6.67	9.24	Facility
103	10005221	Fire Station 92 Networking Materials	A	FIRE DEPARTMENT	02/14/06	52.22	21.93	30.29	Facility
104	10005222	Fire Station 92 Shelving Units	A	FIRE DEPARTMENT	02/14/06	379.85	159.55	220.30	Facility

Table 7-2
City of Ormond Beach
Fire Services Impact Fee Feasibility Analysis

Fire Department Fixed Assets

Line No.	ASSET	DESCRIPTION	STATUS	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL	LTD ACCUM DEPR	Asset Category
105	10005223	Fire Station 92 Waste Baskets, Lamps, Ch	A	FIRE DEPARTMENT	02/14/06	291.64	122.48	169.16	Facility
106	10005224	Fire Station 92 Bunker Gear Storage	A	FIRE DEPARTMENT	02/14/06	301.75	126.74	175.02	Facility
107	10005225	Fire Station 92 Shelving Supplies	A	FIRE DEPARTMENT	02/14/06	151.12	63.47	87.65	Facility
108	10005226	Fire Station 92 Mats,Clocks,Kitchen Item	A	FIRE DEPARTMENT	02/14/06	366.60	153.98	212.62	Facility
109	10005227	Fire Station 92 Silk Plant	A	FIRE DEPARTMENT	02/14/06	48.88	20.53	28.35	Facility
110	10005228	Fire Station 92 Sheets,Art,Clocks,Flatwa	A	FIRE DEPARTMENT	02/14/06	173.97	73.06	100.91	Facility
111	10005229	Fire Station 92 Side Tables, Drill Bit	A	FIRE DEPARTMENT	02/14/06	182.40	76.60	105.80	Facility
112	10005230	Fire Station 92 Construction	A	FIRE DEPARTMENT	02/16/06	24,004.00	10,081.68	13,922.32	Facility
113	10005231	Fire Station 92 Stereopatch Cable For Ra	A	FIRE DEPARTMENT	02/16/06	52.95	22.23	30.72	Facility
114	10005232	Fire Station 92 Engineering	A	FIRE DEPARTMENT	02/16/06	170.00	71.40	98.60	Facility
115	10005233	Fire Station 92 Office Chair, Big & Tall	A	FIRE DEPARTMENT	02/17/06	251.98	105.83	146.15	Facility
116	10005234	Fire Station 92 All Carpet, Vinyl Tile	A	FIRE DEPARTMENT	02/28/06	3,539.64	1,486.64	2,053.00	Facility
117	10005235	Fire Station 92 Pgt Windows	A	FIRE DEPARTMENT	02/28/06	8,082.58	3,394.69	4,687.89	Facility
118	10005236	Fire Station 92 Pgt Windows	A	FIRE DEPARTMENT	02/28/06	682.61	286.70	395.91	Facility
119	10005237	Fire Station 92 Framing & Matting Of 2 A	A	FIRE DEPARTMENT	03/06/06	196.00	82.32	113.68	Facility
120	10005238	Fire Station 92 Dry Erase Board, 4X8	A	FIRE DEPARTMENT	03/08/06	254.29	106.81	147.48	Facility
121	10005239	Fire Station 92 Dispatch System	A	FIRE DEPARTMENT	03/09/06	1,218.55	511.80	706.75	Facility
122	10005240	Fire Station 92 All Plumbing	A	FIRE DEPARTMENT	03/15/06	205.56	86.34	119.22	Facility
123	10005241	Fire Station 92 All Plumbing	A	FIRE DEPARTMENT	03/15/06	39.03	16.40	22.63	Facility
124	10005242	Fire Station 92 All Plumbing	A	FIRE DEPARTMENT	03/15/06	3,722.28	1,563.36	2,158.92	Facility
125	10005243	Fire Station 92 All Plumbing	A	FIRE DEPARTMENT	03/15/06	101.44	42.60	58.84	Facility
126	10005244	Fire Station 92 All Plumbing	A	FIRE DEPARTMENT	03/15/06	335.26	140.81	194.45	Facility
127	10005245	Fire Station 92 Men, Women, Capt, Div Ch	A	FIRE DEPARTMENT	03/16/06	134.00	56.28	77.72	Facility
128	10005246	Fire Station 92 Restroom, Conference/Tra	A	FIRE DEPARTMENT	03/16/06	155.52	65.32	90.20	Facility
129	10005247	Fire Station 92 Wiring Contract	A	FIRE DEPARTMENT	01/11/06	4,996.50	2,098.53	2,897.97	Facility
130	10005248	Fire Station 92 Architectural	A	FIRE DEPARTMENT	01/13/06	4,000.00	1,680.00	2,320.00	Facility
131	10005249	Fire Station 92 42"" 3-Dwr Lateral File,	A	FIRE DEPARTMENT	01/18/06	683.70	287.15	396.55	Facility
132	10005250	Fire Station 92 Table Oval, Laminate Wil	A	FIRE DEPARTMENT	01/18/06	348.73	146.46	202.27	Facility
133	10005251	Fire Station 92 Arm Chair, Freestanding,	A	FIRE DEPARTMENT	01/18/06	288.10	121.01	167.09	Facility
134	10005252	Fire Station 92 Cluster Corner Table, Ch	A	FIRE DEPARTMENT	01/18/06	141.47	59.41	82.06	Facility
135	10005253	Fire Station 92 Conference Lo-Bk Caster	A	FIRE DEPARTMENT	01/18/06	1,745.80	733.24	1,012.56	Facility
136	10005254	Fire Station 92 Omni Side Chair,M-Bk,Woo	A	FIRE DEPARTMENT	01/18/06	478.16	200.82	277.34	Facility
137	10005255	Fire Station 92 Omni Side Chair, M-Bk, M	A	FIRE DEPARTMENT	01/18/06	631.24	265.12	366.12	Facility
138	10005256	Fire Station 92 Construction	A	FIRE DEPARTMENT	08/05/06	478.00	200.76	277.24	Facility
139	10005257	Fire Station 92 Straight Table, Laminate	A	FIRE DEPARTMENT	01/18/06	91.16	38.28	52.88	Facility
140	10005258	Fire Station 92 Installation Cost	A	FIRE DEPARTMENT	01/18/06	1,764.09	740.93	1,023.16	Facility
141	10005259	Fire Station 92 Shipping Charges	A	FIRE DEPARTMENT	01/18/06	510.98	214.61	296.37	Facility
142	10005260	Fire Station 92 Alpha 72"" Desk, Left Pe	A	FIRE DEPARTMENT	01/18/06	560.72	235.50	325.22	Facility
143	10005261	Fire Station 92 Alpha 48"" Return, Right	A	FIRE DEPARTMENT	01/18/06	196.08	82.36	113.72	Facility
144	10005262	Fire Station 92 Alpha 66"" Credenza Righ	A	FIRE DEPARTMENT	01/18/06	239.51	100.60	138.91	Facility
145	10005263	Fire Station 92 Alpha 62"" Hutch, Wild C	A	FIRE DEPARTMENT	01/18/06	288.96	121.36	167.60	Facility
146	10005264	Fire Station 92 Alpha 44"" Hutch, Wild C	A	FIRE DEPARTMENT	01/18/06	250.69	105.28	145.41	Facility
147	10005265	Fire Station 92 Alpha 48"" Bridge, Wild	A	FIRE DEPARTMENT	01/18/06	82.99	34.85	48.14	Facility
148	10005266	Fire Station 92 Alpha 72"" Bookcase, 6 S	A	FIRE DEPARTMENT	01/18/06	360.34	151.35	208.99	Facility
149	10005267	Fire Station 92 Alpha 48"" Bookcase, 4 S	A	FIRE DEPARTMENT	01/18/06	129.43	54.35	75.08	Facility
150	10005268	Fire Station 92 Alpha 48"" Dia Conftable	A	FIRE DEPARTMENT	01/18/06	202.96	85.24	117.72	Facility
151	10005269	Fire Station 92 24""Dx60""W Workstation,	A	FIRE DEPARTMENT	01/18/06	2,167.20	910.22	1,256.98	Facility
152	10005270	Fire Station 92 Keydwr W/Swivel/Mouse Tr	A	FIRE DEPARTMENT	01/18/06	254.56	106.92	147.64	Facility
153	10005271	Fire Station 92 Pencil Dwr, Low Profile,	A	FIRE DEPARTMENT	01/18/06	55.04	23.12	31.92	Facility
154	10005272	Fire Station 92 Hutch Light	A	FIRE DEPARTMENT	01/18/06	127.28	53.46	73.82	Facility
155	10005273	Fire Station 92 R11 Captain'S Bed, W/4 D	A	FIRE DEPARTMENT	01/18/06	2,282.44	958.62	1,323.82	Facility
156	10005274	Fire Station 92 R11 24"" Night Stand,Sgl	A	FIRE DEPARTMENT	01/18/06	153.51	64.48	89.03	Facility

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City of Ormond Beach
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Fire Department Fixed Assets

Line No.	ASSET	DESCRIPTION	STATUS	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL	LTD ACCUM DEPR	Asset Category
157	10005275	Fire Station 92 Installation Cost	A	FIRE DEPARTMENT	01/18/06	1,024.36	430.24	594.12	Facility
158	10005276	Fire Station 92 Whirlpool 21 Cu Ftrefrig	A	FIRE DEPARTMENT	01/18/06	1,099.90	461.95	637.95	Facility
159	10005277	Fire Station 92 Frigidaire Dishwasher, W	A	FIRE DEPARTMENT	01/18/06	349.95	146.97	202.98	Facility
160	10005278	Fire Station 92 Kitchenaid Washer, White	A	FIRE DEPARTMENT	01/18/06	399.95	167.97	231.98	Facility
161	10005279	Fire Station 92 Ge Hood, 30"" 3Way, Whit	A	FIRE DEPARTMENT	01/18/06	39.95	16.77	23.18	Facility
162	10005280	Fire Station 92 Installation And Deliver	A	FIRE DEPARTMENT	01/18/06	149.95	62.97	86.98	Facility
163	10005281	Fire Station 92 Sealy Posturpedic Kuleto	A	FIRE DEPARTMENT	01/18/06	1,072.00	450.24	621.76	Facility
164	10005282	Fire Station 92 Construction	A	FIRE DEPARTMENT	01/18/06	83,217.00	34,951.14	48,265.86	Facility
165	10005283	Fire Station 92 Shelving, Wire, Connecto	A	FIRE DEPARTMENT	01/19/06	396.66	166.59	230.07	Facility
166	10005284	Fire Station 92 Magic Chef Glass Top Ran	A	FIRE DEPARTMENT	01/24/06	429.95	180.57	249.38	Facility
167	10005285	Fire Station 92 Ice Machine And Storage	A	FIRE DEPARTMENT	01/24/06	2,375.00	997.50	1,377.50	Facility
168	10005286	Fire Station 92 Twin Murphy Bed Incherry	A	FIRE DEPARTMENT	01/27/06	1,025.00	430.50	594.50	Facility
169	10005287	Fire Station 92 Construction	A	FIRE DEPARTMENT	03/02/06	27,681.00	11,626.02	16,054.98	Facility
170	10005288	Fire Station 92 Install Wall Mirrors In	A	FIRE DEPARTMENT	05/18/06	700.00	294.00	406.00	Facility
171	10005289	Fire Station 92 Install Monument Sign	A	FIRE DEPARTMENT	04/20/06	450.00	189.00	261.00	Facility
172	10005290	Fire Station 92 Routed Lettering Monumen	A	FIRE DEPARTMENT	04/20/06	490.00	205.80	284.20	Facility
173	10005291	Fire Station 92 24"" City Logos Monument	A	FIRE DEPARTMENT	04/20/06	490.00	205.80	284.20	Facility
174	10005292	Fire Station 92 Electrical Services	A	FIRE DEPARTMENT	11/28/05	278.20	116.84	161.36	Facility
175	10005293	Fire Station 92 Prof Services	A	FIRE DEPARTMENT	11/28/05	516.00	216.72	299.28	Facility
176	10005294	Fire Station 92 Relocation Exp Hall Cons	A	FIRE DEPARTMENT	11/30/06	5,680.00	2,612.80	3,067.20	Facility
177	10005295	Fire Station 92 Shipping Charges	A	FIRE DEPARTMENT	01/27/06	19.55	8.22	11.33	Facility
178	10005296	Fire Station 92 Frame/Matt Pictures	A	FIRE DEPARTMENT	01/23/06	485.00	203.70	281.30	Facility
179	10005297	Fire Station 92 Office Furniture	A	FIRE DEPARTMENT	01/20/06	1,349.70	566.87	782.83	Facility
180	10005298	Fire Station 92 Office Furniture	A	FIRE DEPARTMENT	01/19/06	2,457.14	1,031.99	1,425.15	Facility
181	10005299	Fire Station 92 Security, Fire Safety Se	A	FIRE DEPARTMENT	01/27/06	1,218.55	511.80	706.75	Facility
182	10005300	Fire Station 92 Office Furnishings	A	FIRE DEPARTMENT	09/02/06	121.86	51.19	70.67	Facility
183	10005301	Fire Station 92 Office Furnishings	A	FIRE DEPARTMENT	08/30/06	508.00	213.36	294.64	Facility
184	10005302	Fire Station 92 Construction	A	FIRE DEPARTMENT	03/16/06	6,593.00	2,769.06	3,823.94	Facility
185	10005303	Fire Art Sculpture Aluminum Artist:Linda	A	FIRE DEPARTMENT	08/17/06	10,000.00	10,000.00	0.00	Facility
186	10005304	Fire Art Sculpture Aluminum Artist:Linda	A	FIRE DEPARTMENT	11/08/06	10,000.00	10,000.00	0.00	Facility
187	10005305	Fire Art Sculpture Aluminum Artist:Linda	A	FIRE DEPARTMENT	01/13/08	12,000.00	12,000.00	0.00	Facility
188	10005307	Fire Station 91 364 S Atlantic Ave (Beac	A	FIRE DEPARTMENT	06/15/04	1,250.00	1,250.00	0.00	Facility
189	10005308	Fire Station 91 Phase I Site Assessment	A	FIRE DEPARTMENT	07/07/04	2,000.00	2,000.00	0.00	Facility
190	10005309	Fire Station 91 Title Search 4 Parcels O	A	FIRE DEPARTMENT	05/05/04	150.00	150.00	0.00	Facility
191	10005310	Fire Station 91 Fed Ex For Plans	A	FIRE DEPARTMENT	08/24/04	8.53	2.90	5.63	Facility
192	10005311	Fire Station 91 Fed Ex For Plans	A	FIRE DEPARTMENT	08/24/04	6.38	2.17	4.21	Facility
193	10005312	Fire Station 91 Architectural Services	A	FIRE DEPARTMENT	03/18/08	2,400.00	1,200.00	1,200.00	Facility
194	10005313	Fire Station 91 Design Final Payment	A	FIRE DEPARTMENT	09/30/07	5,400.00	2,484.00	2,916.00	Facility
195	10005314	Fire Station 91 Engineering Services	A	FIRE DEPARTMENT	08/05/05	100.00	38.00	62.00	Facility
196	10005315	Fire Station 91 Bond Counsel Costs	A	FIRE DEPARTMENT	09/30/05	2,500.00	950.00	1,550.00	Facility
197	10005316	Fire Station 91 Plan Copies	A	FIRE DEPARTMENT	10/08/04	14.56	5.54	9.02	Facility
198	10005317	Fire Station 91 Appraisal On Granada / S	A	FIRE DEPARTMENT	10/22/04	5,500.00	5,500.00	0.00	Facility
199	10005318	Fire Station 91 Plans Legal Ad	A	FIRE DEPARTMENT	01/05/05	91.50	34.77	56.73	Facility
200	10005319	Fire Station 91 Survey Emergency Signal	A	FIRE DEPARTMENT	05/05/05	17,440.00	6,627.20	10,812.80	Facility
201	10005320	Fire Station 91 Furnishings Hall Constru	A	FIRE DEPARTMENT	10/27/06	1,022.12	470.18	551.94	Facility
202	10005321	Fire Station 91 Pre-Construction Service	A	FIRE DEPARTMENT	06/10/05	1,499.00	569.62	929.38	Facility
203	10005322	Fire Station 91 Survey Emergency Signal	A	FIRE DEPARTMENT	06/21/05	49,525.00	18,819.50	30,705.50	Facility
204	10005323	Fire Station 91 Geotechnical Exploration	A	FIRE DEPARTMENT	06/27/05	2,885.50	1,096.49	1,789.01	Facility
205	10005324	Fire Station 91 Pre-Construction Service	A	FIRE DEPARTMENT	07/18/05	7,244.00	2,752.72	4,491.28	Facility
206	10005325	Fire Station 91 Furnishings Communicatio	A	FIRE DEPARTMENT	10/13/06	1,404.36	646.01	758.35	Facility
207	10005326	Fire Station 91 Survey Emergency Signal	A	FIRE DEPARTMENT	08/16/05	4,840.00	1,839.20	3,000.80	Facility
208	10005327	Fire Station 91 Pre-Construction Service	A	FIRE DEPARTMENT	08/17/05	2,498.00	949.24	1,548.76	Facility

Table 7-2
City of Ormond Beach
Fire Services Impact Fee Feasibility Analysis

Fire Department Fixed Assets

Line No.	ASSET	DESCRIPTION	STATUS	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL	LTD ACCUM DEPR	Asset Category
209	10005328	Fire Station 91 Playground Design Servic	A	FIRE DEPARTMENT	11/12/07	32,954.77	16,477.39	16,477.38	Facility
210	10005329	Fire Station 91 Mast Arm Signal Geotechn	A	FIRE DEPARTMENT	09/13/05	1,245.00	473.10	771.90	Facility
211	10005330	Fire Station 91 Pre-Construction Service	A	FIRE DEPARTMENT	09/16/05	1,249.00	474.62	774.38	Facility
212	10005331	Fire Station 91 Impact Fees - Volusia Co	A	FIRE DEPARTMENT	09/16/05	6,620.40	2,515.74	4,104.66	Other
213	10005332	Fire Station 91 Land Exchange	A	FIRE DEPARTMENT	11/22/04	389,309.11	389,309.11	0.00	Facility
214	10005333	Fire Station 91 Closing Cost For Land	A	FIRE DEPARTMENT	11/10/04	25,000.00	25,000.00	0.00	Facility
215	10005334	Fire Station 91 Prof Services	A	FIRE DEPARTMENT	04/27/05	14,828.00	5,634.64	9,193.36	Facility
216	10005335	Fire Station 91 Fed Ex For Plans	A	FIRE DEPARTMENT	02/18/05	6.59	2.52	4.08	Facility
217	10005336	Fire Station 91 Construction	A	FIRE DEPARTMENT	07/30/05	4,759.00	1,808.42	2,950.58	Facility
218	10005337	Fire Station 91 Construction	A	FIRE DEPARTMENT	05/31/05	8,634.00	3,280.92	5,353.08	Facility
219	10005338	Fire Station 91 Npdes Permit	A	FIRE DEPARTMENT	04/14/05	150.00	57.00	93.00	Facility
220	10005339	Fire Station 91 Stormwater Permit	A	FIRE DEPARTMENT	04/14/05	350.00	133.00	217.00	Facility
221	10005340	Fire Station 91 Survey Emergency Signal	A	FIRE DEPARTMENT	09/30/05	3,860.00	1,466.80	2,393.20	Facility
222	10005341	Fire Station 91 Construction Payment #1	A	FIRE DEPARTMENT	09/30/05	40,064.00	15,224.32	24,839.68	Facility
223	10005342	Fire Station 91 Construction	A	FIRE DEPARTMENT	11/17/05	40,136.00	16,857.12	23,278.88	Facility
224	10005343	Fire Station 91 All Rebar	A	FIRE DEPARTMENT	12/08/05	3,210.30	1,348.33	1,861.97	Facility
225	10005344	Fire Station 91 Financial Advisory Servi	A	FIRE DEPARTMENT	04/04/05	5,897.97	2,241.23	3,656.75	Facility
226	10005345	Fire Station 91 Bond Issue Costs	A	FIRE DEPARTMENT	03/15/05	347.80	132.17	215.63	Facility
227	10005346	Fire Station 91 Issue Costs	A	FIRE DEPARTMENT	03/15/05	11,250.00	4,275.00	6,975.00	Facility
228	10005347	Fire Station 91 Construction	A	FIRE DEPARTMENT	12/20/05	70,239.00	29,500.38	40,738.62	Facility
229	10005348	Fire Station 91 Construction Materials T	A	FIRE DEPARTMENT	12/22/05	228.00	95.76	132.24	Facility
230	10005349	Fire Station 91 Construction Materials T	A	FIRE DEPARTMENT	12/22/05	76.00	31.92	44.08	Facility
231	10005350	Fire Station 91 All Doors, Frames	A	FIRE DEPARTMENT	12/22/05	1,320.00	554.40	765.60	Facility
232	10005351	Fire Station 91 All Rebar	A	FIRE DEPARTMENT	12/22/05	9,479.70	3,981.47	5,498.23	Facility
233	10005352	Fire Station 91 Survey Emergency Signal	A	FIRE DEPARTMENT	12/29/05	3,160.00	1,327.20	1,832.80	Facility
234	10005353	Fire Station 91 All Airvac System	A	FIRE DEPARTMENT	02/01/06	7,842.00	3,293.64	4,548.36	Facility
235	10005354	Fire Station 91 All Doors, Frames	A	FIRE DEPARTMENT	02/01/06	240.00	100.80	139.20	Facility
236	10005355	Fire Station 91 All Precast Concrete	A	FIRE DEPARTMENT	02/09/06	5,000.00	2,100.00	2,900.00	Facility
237	10005356	Fire Station 91 All Precast Concrete	A	FIRE DEPARTMENT	02/09/06	6,312.00	2,651.04	3,660.96	Facility
238	10005357	Fire Station 91 Construction Materials T	A	FIRE DEPARTMENT	02/14/06	180.00	75.60	104.40	Facility
239	10005358	Fire Station 91 Construction Materials T	A	FIRE DEPARTMENT	02/14/06	60.00	25.20	34.80	Facility
240	10005359	Fire Station 91 Survey Emergency Signal	A	FIRE DEPARTMENT	02/14/06	3,670.00	1,541.40	2,128.60	Facility
241	10005360	Fire Station 91 Construction	A	FIRE DEPARTMENT	02/16/06	45,114.00	18,947.88	26,166.12	Facility
242	10005361	Fire Station 91 Construction Materials T	A	FIRE DEPARTMENT	02/16/06	156.00	65.52	90.48	Facility
243	10005362	Fire Station 91 Construction Materials T	A	FIRE DEPARTMENT	02/16/06	95.00	39.90	55.10	Facility
244	10005363	Fire Station 91 Construction Materials T	A	FIRE DEPARTMENT	03/07/06	185.00	77.70	107.30	Facility
245	10005364	Fire Station 91 Survey Emergency Signal	A	FIRE DEPARTMENT	03/13/06	2,440.00	1,024.80	1,415.20	Facility
246	10005365	Fire Station 91 Construction	A	FIRE DEPARTMENT	03/14/06	20,290.00	8,521.80	11,768.20	Facility
247	10005366	Fire Station 91 Lights & Gear Electric	A	FIRE DEPARTMENT	03/15/06	2,136.00	897.12	1,238.88	Facility
248	10005367	Fire Station 91 Lights & Gear Electric	A	FIRE DEPARTMENT	03/15/06	1,065.75	447.62	618.14	Facility
249	10005368	Fire Station 91 Lights & Gear Electric	A	FIRE DEPARTMENT	03/15/06	815.50	342.51	472.99	Facility
250	10005369	Fire Station 91 Lights & Gear Electric	A	FIRE DEPARTMENT	03/15/06	4,115.25	1,728.41	2,386.85	Facility
251	10005370	Fire Station 91 Lights & Gear Electric	A	FIRE DEPARTMENT	03/15/06	2,684.00	1,127.28	1,556.72	Facility
252	10005371	Fire Station 91 Lights & Gear Electric	A	FIRE DEPARTMENT	03/15/06	221.50	93.03	128.47	Facility
253	10005372	Fire Station 91 Lights & Gear Electric	A	FIRE DEPARTMENT	03/15/06	663.75	278.78	384.98	Facility
254	10005373	Fire Station 91 Lights & Gear Electric	A	FIRE DEPARTMENT	03/15/06	298.25	125.27	172.99	Facility
255	10005374	Fire Station 91 All Trusses	A	FIRE DEPARTMENT	03/15/06	16,426.00	6,898.92	9,527.08	Facility
256	10005375	Fire Station 91 Construction	A	FIRE DEPARTMENT	01/18/06	139,401.00	58,548.42	80,852.58	Facility
257	10005376	Fire Station 91 Construction	A	FIRE DEPARTMENT	04/26/06	37,902.00	15,918.84	21,983.16	Facility
258	10005377	Fire Station 91 Survey Emergency Signal	A	FIRE DEPARTMENT	06/05/06	3,355.00	1,409.10	1,945.90	Facility
259	10005378	Fire Station 91 Jobsite All Stucco, Meta	A	FIRE DEPARTMENT	06/14/06	286.50	120.33	166.17	Facility
260	10005379	Fire Station 91 All Storefront Doors	A	FIRE DEPARTMENT	06/14/06	2,123.25	891.77	1,231.49	Facility

Table 7-2
City of Ormond Beach
Fire Services Impact Fee Feasibility Analysis

Fire Department Fixed Assets

Line No.	ASSET	DESCRIPTION	STATUS	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL	LTD ACCUM DEPR	Asset Category
261	10005380	Fire Station 91 All Stucco, Metal	A	FIRE DEPARTMENT	06/14/06	5,062.08	2,126.08	2,936.00	Facility
262	10005381	Fire Station 91 All Insulation Mater	A	FIRE DEPARTMENT	06/14/06	745.82	313.25	432.57	Facility
263	10005382	Fire Station 91 Construction	A	FIRE DEPARTMENT	05/10/06	101,172.00	42,492.24	58,679.76	Facility
264	10005383	Fire Station 91 All Roofing Materials	A	FIRE DEPARTMENT	05/18/06	3,656.10	1,535.57	2,120.53	Facility
265	10005384	Fire Station 91 All Roofing Materials	A	FIRE DEPARTMENT	05/18/06	2,787.55	1,170.78	1,616.77	Facility
266	10005385	Fire Station 91 All Roofing Materials	A	FIRE DEPARTMENT	05/18/06	2,917.36	1,225.30	1,692.06	Facility
267	10005386	Fire Station 91 All Insulation Materials	A	FIRE DEPARTMENT	05/02/06	108.35	45.52	62.83	Facility
268	10005387	Fire Station 91 All Stucco, Metal	A	FIRE DEPARTMENT	04/21/06	659.20	276.86	382.34	Facility
269	10005388	Fire Station 91 All Stucco, Metal	A	FIRE DEPARTMENT	04/21/06	1,289.92	541.76	748.16	Facility
270	10005389	Fire Station 91 All Plumbing Materials	A	FIRE DEPARTMENT	05/18/06	228.08	95.80	132.28	Facility
271	10005390	Fire Station 91 All Hvac Equipment	A	FIRE DEPARTMENT	05/02/06	4,215.00	1,770.30	2,444.70	Facility
272	10005391	Fire Station 91 All Stucco, Metal	A	FIRE DEPARTMENT	04/21/06	2,260.72	949.50	1,311.22	Facility
273	10005392	Fire Station 91 All Insulation Materials	A	FIRE DEPARTMENT	06/05/06	2,080.51	873.82	1,206.69	Facility
274	10005393	Fire Station 91 All Stucco, Metal	A	FIRE DEPARTMENT	04/21/06	3,383.82	1,421.21	1,962.61	Facility
275	10005394	Fire Station 91 All Stucco, Metal	A	FIRE DEPARTMENT	04/21/06	93.00	39.06	53.94	Facility
276	10005395	Fire Station 91 Lights & Gear Electric	A	FIRE DEPARTMENT	05/08/06	6,600.00	2,772.00	3,828.00	Facility
277	10005396	Fire Station 91 All Roofing Materials	A	FIRE DEPARTMENT	05/02/06	7,668.00	3,220.56	4,447.44	Facility
278	10005397	Fire Station 91 All Doors, Frames	A	FIRE DEPARTMENT	05/02/06	2,620.00	1,100.40	1,519.60	Facility
279	10005398	Fire Station 91 Construction	A	FIRE DEPARTMENT	04/26/06	78,729.00	33,066.18	45,662.82	Facility
280	10005399	Fire Station 91 Alpha 48"" Return, Right	A	FIRE DEPARTMENT	09/27/06	196.08	82.36	113.72	Facility
281	10005400	Fire Station 91 Alpha 66"" Credenza,Left	A	FIRE DEPARTMENT	09/27/06	239.51	100.60	138.91	Facility
282	10005401	Fire Station 91 Alpha 24"" End Table-Wil	A	FIRE DEPARTMENT	10/05/06	184.04	84.66	99.38	Facility
283	10005402	Fire Station 91 Alpha 96"" Conf Table-Wi	A	FIRE DEPARTMENT	10/05/06	306.16	140.82	165.34	Facility
284	10005403	Fire Station 91 42"" Lateral File, 3 Dwr	A	FIRE DEPARTMENT	10/05/06	341.85	157.26	184.59	Facility
285	10005404	Fire Station 91 Rii 75"" Captain'S Bed,	A	FIRE DEPARTMENT	09/27/06	570.61	239.66	330.95	Facility
286	10005405	Fire Station 91 Rii 75"" Captain'S Bed,	A	FIRE DEPARTMENT	10/05/06	2,853.05	1,312.41	1,540.64	Facility
287	10005406	Fire Station 91 Alpha Lateral File, 2 Dr	A	FIRE DEPARTMENT	09/27/06	448.92	188.54	260.38	Facility
288	10005407	Fire Station 91 Alpha 72"" Bookcase, 6-S	A	FIRE DEPARTMENT	09/27/06	360.34	151.35	208.99	Facility
289	10005408	Fire Station 91 24""D X 60""W Workstatio	A	FIRE DEPARTMENT	10/05/06	288.96	132.92	156.04	Facility
290	10005409	Fire Station 91 Acclaim 42"" Lateral Fil	A	FIRE DEPARTMENT	09/28/06	341.85	143.59	198.26	Facility
291	10005410	Fire Station 91 Ez Recliner Overstuf Arm	A	FIRE DEPARTMENT	09/27/06	1,926.40	809.08	1,117.32	Facility
292	10005411	Fire Station 91 Omni Wood Side Chair, Sl	A	FIRE DEPARTMENT	09/27/06	233.92	98.24	135.68	Facility
293	10005412	Fire Station 91 Alpha 60"" Bookcase 5 Sh	A	FIRE DEPARTMENT	10/05/06	304.44	140.04	164.40	Facility
294	10005413	Fire Station 91 Omni Wood Side Chair, Sl	A	FIRE DEPARTMENT	10/05/06	1,637.44	753.22	884.22	Facility
295	10005414	Fire Station 91 Floridian Lo-Bk Chair	A	FIRE DEPARTMENT	10/05/06	498.80	229.45	269.35	Facility
296	10005415	Fire Station 91 Omni Wood Side Chair, Me	A	FIRE DEPARTMENT	09/27/06	239.00	100.38	138.62	Facility
297	10005416	Fire Station 91 Floridian Guest Chair (C	A	FIRE DEPARTMENT	09/27/06	2,317.70	973.43	1,344.27	Facility
298	10005417	Fire Station 91 Table, Tressel, Wood-Din	A	FIRE DEPARTMENT	09/22/06	510.84	214.56	296.28	Facility
299	10005418	Fire Station 91 Floridian Lo-Back Chair	A	FIRE DEPARTMENT	09/27/06	1,496.40	628.48	867.92	Facility
300	10005419	Fire Station 91 Furniture Delivery	A	FIRE DEPARTMENT	08/24/06	45.00	18.90	26.10	Facility
301	10005420	Fire Station 91 Install Dishwasher	A	FIRE DEPARTMENT	08/24/06	100.00	42.00	58.00	Facility
302	10005421	Fire Station 91 Frigidaire Dishwasher, W	A	FIRE DEPARTMENT	08/24/06	299.00	125.58	173.42	Facility
303	10005422	Fire Station 91 Whirlpool Dryer, White	A	FIRE DEPARTMENT	08/24/06	312.00	131.04	180.96	Facility
304	10005423	Fire Station 91 Whirlpool Washing Machin	A	FIRE DEPARTMENT	08/24/06	329.00	138.18	190.82	Facility
305	10005424	Fire Station 91 Dryer Cord	A	FIRE DEPARTMENT	08/24/06	10.00	4.20	5.80	Facility
306	10005425	Fire Station 91 Vent Kit	A	FIRE DEPARTMENT	08/24/06	6.00	2.52	3.48	Facility
307	10005426	Fire Station 91 Frigidaire Glass Top Ran	A	FIRE DEPARTMENT	08/24/06	440.00	184.80	255.20	Facility
308	10005427	Fire Station 91 Range Cord	A	FIRE DEPARTMENT	08/24/06	10.00	4.20	5.80	Facility
309	10005428	Fire Station 91 Whirlpool Range Hood, Wh	A	FIRE DEPARTMENT	08/24/06	35.00	14.70	20.30	Facility
310	10005429	Fire Station 91 Install Hood	A	FIRE DEPARTMENT	08/24/06	80.00	33.60	46.40	Facility
311	10005430	Fire Station 91 Whirlpool Refrigerator,	A	FIRE DEPARTMENT	08/24/06	1,116.00	468.72	647.28	Facility
312	10005431	Fire Station 91 All Painting	A	FIRE DEPARTMENT	08/28/06	18.50	7.77	10.73	Facility

Table 7-2
City of Ormond Beach
Fire Services Impact Fee Feasibility Analysis

Fire Department Fixed Assets

Line No.	ASSET	DESCRIPTION	STATUS	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL	LTD ACCUM DEPR	Asset Category
313	10005432	Fire Station 91 All Painting	A	FIRE DEPARTMENT	10/05/06	602.70	277.24	325.46	Facility
314	10005433	Fire Station 91 All Painting	A	FIRE DEPARTMENT	10/05/06	22.94	10.55	12.39	Facility
315	10005434	Fire Station 91 All Painting	A	FIRE DEPARTMENT	10/24/06	10.49	4.82	5.67	Facility
316	10005435	Fire Station 91 All Painting	A	FIRE DEPARTMENT	10/24/06	85.03	39.12	45.91	Facility
317	10005436	Fire Station 91 All Painting	A	FIRE DEPARTMENT	10/24/06	14.39	6.61	7.78	Facility
318	10005437	Fire Station 91 All Painting	A	FIRE DEPARTMENT	10/24/06	602.69	277.23	325.46	Facility
319	10005438	Fire Station 91 All Painting	A	FIRE DEPARTMENT	10/24/06	428.92	197.29	231.63	Facility
320	10005439	Fire Station 91 All Doors, Frames	A	FIRE DEPARTMENT	07/18/06	3,760.00	1,579.20	2,180.80	Facility
321	10005440	Fire Station 91 All Doors, Frames	A	FIRE DEPARTMENT	07/18/06	550.00	231.00	319.00	Facility
322	10005441	Fire Station 91 All Doors, Frames	A	FIRE DEPARTMENT	07/18/06	2,970.00	1,247.40	1,722.60	Facility
323	10005442	Fire Station 91 Steel Shelving 48 X 24 X	A	FIRE DEPARTMENT	09/21/06	291.88	122.59	169.29	Facility
324	10005443	Fire Station 91 Clocks,Kitchen Items,Coo	A	FIRE DEPARTMENT	09/29/06	376.27	158.04	218.23	Facility
325	10005444	Fire Station 91 Mop Bucket, Vacuum, Shop	A	FIRE DEPARTMENT	11/01/06	322.05	148.15	173.90	Facility
326	10005445	Fire Station 91 Faux Wood Blinds	A	FIRE DEPARTMENT	11/01/06	1,285.45	591.30	694.15	Facility
327	10005446	Fire Station 91 Faux Wood Blinds	A	FIRE DEPARTMENT	11/01/06	127.55	58.68	68.87	Facility
328	10005447	Fire Station 91 Construction	A	FIRE DEPARTMENT	08/01/06	61,254.00	25,726.68	35,527.32	Facility
329	10005448	Fire Station 91 Construction	A	FIRE DEPARTMENT	07/13/06	131,111.00	55,066.62	76,044.38	Facility
330	10005449	Fire Station 91 All Millwork	A	FIRE DEPARTMENT	07/18/06	13,000.00	5,460.00	7,540.00	Facility
331	10005450	Fire Station 91 Manitowoc Ice Machine An	A	FIRE DEPARTMENT	09/01/06	2,375.00	997.50	1,377.50	Facility
332	10005451	Fire Station 91 Bunk Room Desk Lamps	A	FIRE DEPARTMENT	11/01/06	184.43	84.83	99.60	Facility
333	10005452	Fire Station 91 Phone, Cordless	A	FIRE DEPARTMENT	09/18/06	122.94	51.63	71.31	Facility
334	10005453	Fire Station 91 Handset, Cordless, Black	A	FIRE DEPARTMENT	09/18/06	179.97	75.58	104.39	Facility
335	10005454	Fire Station 91 Lights & Gear Electric	A	FIRE DEPARTMENT	10/05/06	90.42	41.58	48.84	Facility
336	10005455	Fire Station 91 Lights & Gear Electric	A	FIRE DEPARTMENT	10/05/06	197.58	90.90	106.68	Facility
337	10005456	Fire Station 91 Small Office Desk	A	FIRE DEPARTMENT	11/10/06	164.95	75.87	89.08	Facility
338	10005457	Fire Station 91 Construction Materials T	A	FIRE DEPARTMENT	08/21/06	76.00	31.92	44.08	Facility
339	10005458	Fire Station 91 Construction Materials T	A	FIRE DEPARTMENT	08/21/06	60.00	25.20	34.80	Facility
340	10005459	Fire Station 91 Wiring Contract	A	FIRE DEPARTMENT	09/20/06	60.00	25.20	34.80	Facility
341	10005460	Fire Station 91 Sealy Posturpedic Kuleto	A	FIRE DEPARTMENT	09/19/06	1,614.00	677.88	936.12	Facility
342	10005461	Fire Station 91 Desk Lamps, Dry Erase Bd	A	FIRE DEPARTMENT	11/03/06	315.68	145.20	170.48	Facility
343	10005462	Fire Station 91 All Roofing Materials	A	FIRE DEPARTMENT	07/18/06	4,970.99	2,087.81	2,883.18	Facility
344	10005463	Fire Station 91 All Roofing Materials	A	FIRE DEPARTMENT	07/18/06	3,049.06	1,280.61	1,768.45	Facility
345	10005464	Fire Station 91 Drafting Fee/Shipping	A	FIRE DEPARTMENT	10/05/06	718.10	330.34	387.76	Facility
346	10005465	Fire Station 91 All Painting	A	FIRE DEPARTMENT	08/28/06	13.39	5.62	7.77	Facility
347	10005466	Fire Station 91 All Painting	A	FIRE DEPARTMENT	08/28/06	243.40	102.22	141.18	Facility
348	10005467	Fire Station 91 All Painting	A	FIRE DEPARTMENT	08/28/06	25.49	10.70	14.79	Facility
349	10005468	Fire Station 91 All Painting	A	FIRE DEPARTMENT	08/28/06	54.00	22.68	31.32	Facility
350	10005469	Fire Station 91 All Painting	A	FIRE DEPARTMENT	10/24/06	175.48	80.72	94.76	Facility
351	10005470	Fire Station 91 Survey Emergency Signal	A	FIRE DEPARTMENT	08/21/06	2,210.00	928.20	1,281.80	Facility
352	10005471	Fire Station 91 Survey Emergency Signal	A	FIRE DEPARTMENT	09/28/06	2,380.00	999.60	1,380.40	Facility
353	10005472	Fire Station 91 Mobile 3-Pack Bunker Gea	A	FIRE DEPARTMENT	09/12/06	4,512.00	1,895.04	2,616.96	Equipment
354	10005473	Fire Station 91 Shipping	A	FIRE DEPARTMENT	09/12/06	465.00	195.30	269.70	Facility
355	10005474	Fire Station 91 Installation Of Furnitur	A	FIRE DEPARTMENT	09/27/06	1,259.44	528.96	730.48	Facility
356	10005475	Fire Station 91 Architecture Design	A	FIRE DEPARTMENT	08/31/06	72.00	30.24	41.76	Facility
357	10005476	Fire Station 91 Architecture Design Serv	A	FIRE DEPARTMENT	08/29/06	132.00	55.44	76.56	Facility
358	10005477	Fire Station 91 Architecture Design Serv	A	FIRE DEPARTMENT	07/31/06	155.00	65.10	89.90	Facility
359	10005478	Fire Station 91 Architecture Design Serv	A	FIRE DEPARTMENT	07/24/06	76.00	31.92	44.08	Facility
360	10005479	Fire Station 91 Architecture Design Serv	A	FIRE DEPARTMENT	07/13/06	60.00	25.20	34.80	Facility
361	10005480	Fire Station 91 Furnishings	A	FIRE DEPARTMENT	09/28/06	2,862.84	1,202.40	1,660.44	Facility
362	10005481	Fire Station 91 Furnishings	A	FIRE DEPARTMENT	09/28/06	4,294.48	1,803.68	2,490.80	Facility
363	10005482	Fire Station 91 Furnishings	A	FIRE DEPARTMENT	09/20/06	572.22	240.33	331.89	Facility
364	10005483	Fire Station 91 Furnishings	A	FIRE DEPARTMENT	09/20/06	7,479.32	3,141.32	4,338.00	Facility

Table 7-2
City of Ormond Beach
Fire Services Impact Fee Feasibility Analysis

Fire Department Fixed Assets

Line No.	ASSET	DESCRIPTION	STATUS	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL	LTD ACCUM DEPR	Asset Category
365	10005484	Fire Station 91 Furnishings	A	FIRE DEPARTMENT	09/20/06	1,499.67	629.85	869.82	Facility
366	10005485	Fire Station 91 Furnishings	A	FIRE DEPARTMENT	08/29/06	302.91	127.21	175.70	Facility
367	10005486	Fire Station 91 Furnishings	A	FIRE DEPARTMENT	08/28/06	4,977.00	2,090.34	2,886.66	Facility
368	10005487	Fire Station 91 Furnishings - Appliances	A	FIRE DEPARTMENT	08/22/06	2,782.00	1,168.44	1,613.56	Facility
369	10005488	Fire Station 91 Furnishings - Art Work	A	FIRE DEPARTMENT	08/18/06	1,086.36	456.28	630.08	Facility
370	10005489	Fire Station 91 Construction	A	FIRE DEPARTMENT	09/30/06	220,113.82	92,447.81	127,666.01	Facility
371	10005490	Fire Station 91 Construction	A	FIRE DEPARTMENT	09/30/06	11,137.00	4,677.54	6,459.46	Facility
372	10005491	Fire Station 91 Computer Wiring Services	A	FIRE DEPARTMENT	09/19/06	60.00	25.20	34.80	Facility
373	10005492	Fire Station 91 Computer Wiring Services	A	FIRE DEPARTMENT	09/19/06	5,440.00	2,284.80	3,155.20	Facility
374	10005493	Fire Station 91 Paint	A	FIRE DEPARTMENT	09/13/06	602.70	253.13	349.57	Facility
375	10005494	Fire Station 91 Paint	A	FIRE DEPARTMENT	09/08/06	22.94	9.63	13.31	Facility
376	10005495	Fire Station 91 Design Services	A	FIRE DEPARTMENT	09/01/06	2,380.00	999.60	1,380.40	Facility
377	10005496	Fire Station 91 Construction	A	FIRE DEPARTMENT	08/31/06	22,930.00	9,630.60	13,299.40	Facility
378	10005497	Fire Station 91 Construction	A	FIRE DEPARTMENT	08/31/06	74,087.00	31,116.54	42,970.46	Facility
379	10005498	Fire Station 91 Building Supplies	A	FIRE DEPARTMENT	08/25/06	5,735.00	2,408.70	3,326.30	Facility
380	10005499	Fire Station 91 All Doors, Frames	A	FIRE DEPARTMENT	08/25/06	4,440.00	1,864.80	2,575.20	Facility
381	10005500	Fire Station 91 All Doors, Frames	A	FIRE DEPARTMENT	08/25/06	1,070.00	449.40	620.60	Facility
382	10005501	Fire Station 91 Plumbing Supplies	A	FIRE DEPARTMENT	08/21/06	1,391.33	584.37	806.96	Facility
383	10005502	Fire Station 91 Electrical Supplies	A	FIRE DEPARTMENT	08/21/06	273.46	114.85	158.61	Facility
384	10005503	Fire Station 91 Hvac Supplies	A	FIRE DEPARTMENT	08/08/06	1,056.00	443.52	612.48	Facility
385	10005504	Fire Station 91 Plumbing Supplies	A	FIRE DEPARTMENT	08/03/06	90.59	38.06	52.53	Facility
386	10005505	Fire Station 91 Plumbing Supplies	A	FIRE DEPARTMENT	08/01/06	3,333.26	1,399.97	1,933.29	Facility
387	10005506	Fire Station 91 Construction	A	FIRE DEPARTMENT	07/30/06	38,624.00	16,222.08	22,401.92	Facility
388	10005507	Fire Station 91 All Millwork	A	FIRE DEPARTMENT	07/21/06	4,061.00	1,705.62	2,355.38	Facility
389	10005508	Fire Station 91 Hvac Supplies	A	FIRE DEPARTMENT	07/14/06	120.00	50.40	69.60	Facility
390	10005509	Fire Station 91 Hvac Supplies	A	FIRE DEPARTMENT	07/13/06	5,566.00	2,337.72	3,228.28	Facility
391	10005510	Fire Station 91 Paint	A	FIRE DEPARTMENT	07/12/06	897.58	376.99	520.59	Facility
392	10005511	Fire Station 91 Paint	A	FIRE DEPARTMENT	07/12/06	18.50	7.77	10.73	Facility
393	10005512	Fire Station 91 Paint	A	FIRE DEPARTMENT	07/12/06	75.42	31.67	43.75	Facility
394	10005513	Fire Station 91 Paint	A	FIRE DEPARTMENT	07/12/06	25.49	10.70	14.79	Facility
395	10005514	Fire Station 91 Paint	A	FIRE DEPARTMENT	07/12/06	151.00	63.42	87.58	Facility
396	10005515	Fire Station 91 Paint	A	FIRE DEPARTMENT	07/12/06	13.39	5.62	7.77	Facility
397	10005516	Fire Station 91 Paint	A	FIRE DEPARTMENT	07/12/06	54.00	22.68	31.32	Facility
398	10005517	Fire Station 91 Paint	A	FIRE DEPARTMENT	07/12/07	513.90	236.38	277.52	Facility
399	10005518	Fire Station 91 Paint	A	FIRE DEPARTMENT	07/11/07	302.15	138.98	163.17	Facility
400	10005519	Fire Station 91 Design Services	A	FIRE DEPARTMENT	07/07/06	2,210.00	928.20	1,281.80	Facility
401	10005520	Fire Station 91 Electrical Supplies	A	FIRE DEPARTMENT	03/31/06	197.12	82.79	114.33	Facility
402	10005521	Fire Station 91 Building Supplies	A	FIRE DEPARTMENT	05/30/06	118.50	49.77	68.73	Facility
403	10005522	Fire Art Sculpture - Bronze - Artist: Sh	A	FIRE DEPARTMENT	08/17/06	15,000.00	15,000.00	0.00	Facility
404	10005526	Fire Art Sculpture - Bronze - Artist: Sh	A	FIRE DEPARTMENT	03/16/07	12,500.00	12,500.00	0.00	Facility
405	10005527	Fire Art Sculpture - Bronze - Artist: Sh	A	FIRE DEPARTMENT	01/17/08	12,500.00	12,500.00	0.00	Facility
406	10005528	Fire Art Sculpture Base Construction-Fa	A	FIRE DEPARTMENT	03/31/08	1,710.00	1,710.00	0.00	Facility
407	10005529	Fire Art Sculpture Electrical Work-Fa 91	A	FIRE DEPARTMENT	04/24/08	419.68	419.68	0.00	Facility
408	10005530	Fire Art Sculpture Electrical Work-Fa 91	A	FIRE DEPARTMENT	04/23/08	2.91	2.91	0.00	Facility
409	10005531	Fire Art Sculpture Electrical Work-Fa 91	A	FIRE DEPARTMENT	04/23/08	47.34	47.34	0.00	Facility
410	10005532	Fire Art Sculpture Electrical Work-Fa 91	A	FIRE DEPARTMENT	04/23/08	221.06	221.06	0.00	Facility
411	10005736	It-Fire Telestaff Software Fire Report P	A	FIRE DEPARTMENT	02/21/92	1,314.43	0.00	1,314.43	Equipment
412	10005737	It-Fire Telestaff Software/Posicheck Iii	A	FIRE DEPARTMENT	09/29/00	6,200.00	0.00	6,200.00	Equipment
413	10007152	Eqp Defibrillator-Heartstart Mrx Als Mon	A	FIRE DEPARTMENT	04/04/06	14,592.75	0.00	14,592.75	Equipment
414	10007153	Eqp Defibrillator-Heartstart Mrx Als Mon	A	FIRE DEPARTMENT	04/04/06	14,592.75	0.00	14,592.75	Equipment
415	10007154	Eqp Defibrillator-Heartstart Mrx Als Mon	A	FIRE DEPARTMENT	04/04/06	14,592.75	0.00	14,592.75	Equipment
416	10007220	2006 E-One Typhoon	A	FIRE DEPARTMENT	10/12/06	518,831.00	51,883.10	466,947.90	Vehicles

Table 7-2
City of Ormond Beach
Fire Services Impact Fee Feasibility Analysis

Fire Department Fixed Assets

Line No.	ASSET	DESCRIPTION	STATUS	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL	LTD ACCUM DEPR	Asset Category
417	10007457	1969 General Cargo	A	FIRE DEPARTMENT	08/10/98	2,000.00	0.00	2,000.00	Vehicles
418	10007460	Gen 00 Katolight D35Fgj4 (Fs 93) Generat	A	FIRE DEPARTMENT	03/17/00	14,859.00	0.00	14,859.00	Equipment
419	10007466	Eqp Heartstart Mrx Als Monitor/Cardiac D	A	FIRE DEPARTMENT	07/06/05	14,581.20	0.00	14,581.20	Equipment
420	10007467	Eqp Heartstart Mrx Als Monitor/Cardiac D	A	FIRE DEPARTMENT	07/06/05	14,581.20	0.00	14,581.20	Equipment
421	10007468	Eqp Heartstart Mrx Als Monitor/Cardiac D	A	FIRE DEPARTMENT	07/06/05	14,581.20	0.00	14,581.20	Equipment
422	10007469	Eqp Msa-5200 Thermal Imaging Camera	A	FIRE DEPARTMENT	09/21/05	8,750.00	0.00	8,750.00	Equipment
423	10007470	Eqp Msa-5200 Thermal Imaging Camera	A	FIRE DEPARTMENT	09/21/05	8,750.00	0.00	8,750.00	Equipment
424	10007471	Eqp Msa-5200 Thermal Imaging Camera	A	FIRE DEPARTMENT	09/30/05	8,750.00	0.00	8,750.00	Equipment
425	10007472	Eqp Msa-5200 Thermal Imaging Camera	A	FIRE DEPARTMENT	09/30/05	8,750.00	0.00	8,750.00	Equipment
426	10007473	Eqp Msa-5200 Thermal Imaging Camera	A	FIRE DEPARTMENT	09/30/05	8,750.00	0.00	8,750.00	Equipment
427	10007475	Eqp Heartstart Mrx Als Monitor/Cardiac D	A	FIRE DEPARTMENT	07/06/05	14,581.20	0.00	14,581.20	Equipment
428	10007476	Gen 06 Cummins 64 Kw Generator	A	FIRE DEPARTMENT	08/09/06	26,210.94	873.70	25,337.24	Equipment
429	10007480	Eqp 03 Waterous 204A Diesel Water Pump(F	A	FIRE DEPARTMENT	04/28/03	11,198.75	0.00	11,198.75	Equipment
430	10007629	Eqp Msa-5200 Thermal Imaging Camera	A	FIRE DEPARTMENT	01/02/03	9,700.00	0.00	9,700.00	Equipment
431	10007647	Veh 08 Chevy Silverado	A	FIRE DEPARTMENT	07/07/08	19,738.01	0.00	19,738.01	Vehicles
432	10007785	Fire Equipment	A	FIRE DEPARTMENT	09/30/10	73,895.15	0.00	73,895.15	Equipment
433	10007850	2011 Pierce Ladder	A	FIRE DEPARTMENT	09/30/10	429,970.00	128,990.99	300,979.01	Vehicles
434	10007880	Fema Fire Assistance	A	FIRE DEPARTMENT	09/30/11	58,696.84	0.00	58,696.84	Other
435	10007882	Fire Equipment Grant	A	FIRE DEPARTMENT	09/30/11	13,019.78	0.00	13,019.78	Other
436	10007887	Fire Station 91 Frr - Hvac	A	FIRE DEPARTMENT	09/30/11	10,850.00	6,727.00	4,123.00	Facility
437	10007903	Tahoe	A	FIRE DEPARTMENT	09/30/11	31,152.00	0.00	31,152.00	Vehicles
438	10007904	Genset Station 94	A	FIRE DEPARTMENT	09/30/11	32,457.11	11,900.93	20,556.18	Facility
439	10007905	2011 Chevy Tahoe	A	FIRE DEPARTMENT	09/30/11	24,139.00	0.00	24,139.00	Vehicles
440	10008265	2014 Ford Explorer	A	FIRE DEPARTMENT	09/30/14	24,899.00	0.00	24,899.00	Vehicles
441	10008339	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
442	10008340	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
443	10008341	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
444	10008342	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
445	10008343	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
446	10008344	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
447	10008345	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
448	10008346	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
449	10008347	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
450	10008348	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
451	10008349	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
452	10008350	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
453	10008351	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
454	10008352	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
455	10008353	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
456	10008354	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
457	10008355	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
458	10008356	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
459	10008357	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
460	10008358	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
461	10008359	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
462	10008360	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
463	10008361	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
464	10008362	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
465	10008363	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
466	10008364	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
467	10008365	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment
468	10008366	Msa-Scba-G1 Respirators	A	FIRE DEPARTMENT	09/30/15	6,434.76	0.00	6,434.76	Equipment

Table 7-2
City of Ormond Beach
Fire Services Impact Fee Feasibility Analysis

Fire Department Fixed Assets

Line No.	ASSET	DESCRIPTION	STATUS	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL	LTD ACCUM DEPR	Asset Category
469	10008416	2015 Pumper	A	FIRE DEPARTMENT	09/30/15	343,606.00	217,617.12	125,988.88	Vehicles
470	10008443	Afg 2014	A	FIRE DEPARTMENT	09/30/16	22,801.00	2,280.10	20,520.90	Facility
471	10008450	Fs93 Roof Repl	A	FIRE DEPARTMENT	09/30/16	72,837.00	50,985.90	21,851.10	Facility
472	20000061	CARDIAC MONITORS	A	FIRE DEPARTMENT	08/28/17	44,892.61	17,208.84	27,683.77	Equipment
473	20000062	CARDIAC MONITORS	A	FIRE DEPARTMENT	08/28/17	28,595.26	8,578.58	20,016.68	Equipment
474	20000063	CARDIAC MONITORS	A	FIRE DEPARTMENT	08/28/17	28,595.26	8,578.58	20,016.68	Equipment
475	20000064	CARDIAC MONITORS	A	FIRE DEPARTMENT	08/28/17	28,595.26	8,578.58	20,016.68	Equipment
476	20000065	CARDIAC MONITORS	A	FIRE DEPARTMENT	08/28/17	28,595.26	8,578.58	20,016.68	Equipment
477	20000098	WASHER EXTRACTOR STATION 92	A	FIRE DEPARTMENT	09/30/17	9,645.17	3,697.32	5,947.85	Facility
478	20000121	2018 FORD F250 4X4 CREW CAB PICK UP	A	FIRE DEPARTMENT	07/17/18	56,327.73	28,889.60	27,438.13	Vehicles
479	20000168	2018 PIERCE SABER	A	FIRE DEPARTMENT	04/30/18	381,073.00	317,560.83	63,512.17	Vehicles
480	20000180	REPLACE ROOF FIRE STATION 94	A	FIRE DEPARTMENT	09/28/18	24,800.00	20,666.67	4,133.33	Facility
481	20000316	FIRE STATION EXTRICTION	A	FIRE DEPARTMENT	03/24/20	32,720.04	32,065.64	654.40	Facility
482	20000357	5 TON HEAT PUMP*FIRE HOUSE 92 S NOVA RD	A	FIRE DEPARTMENT	04/21/20	5,230.00	5,055.67	174.33	Facility
483		Grand Total				$8,213,671.23	$2,957,602.91	$5,256,068.54	

	Description	Original Cost
484	Equipment	$656,223.25
485	Vehicles	2,402,547.94
486	Facility	5,076,563.02
487	Other	78,337.02
488	Total	$8,213,671.23

Select Year: 2021 Go

The 2021 Florida Statutes

Title XI
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 163
INTERGOVERNMENTAL PROGRAMS

View Entire Chapter

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(1) This section may be cited as the "Florida Impact Fee Act."

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments' reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) "Infrastructure" means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

(b) "Public facilities" has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on the most recent and localized data.

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential

construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district must credit against the collection of the impact fee any contribution, whether identified in a proportionate share agreement or other form of exaction, related to public facilities or infrastructure, including land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63.

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CITY OF

Ormond Beach

Police & Fire Impact Fees Study

March 29th, 2023

RAFTELIS

RAFTELIS

March 29, 2023

Honorable Mayor and
Members of the City Commission
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Subject: **Police and Fire Impact Fees Study**

Ladies and Gentlemen:

We have completed our study of the police and fire impact fees for the City of Ormond Beach (City) and have summarized the results of our analysis, assumptions, and conclusions in this report, which is submitted for your consideration. This report summarizes both the basis for the proposed impact fees in order to provide funds to meet the City's capital expenditure requirements for such services allocable to growth as well as basis for the recommendation regarding potential implementation of police and fire impact fees.

During the course of the study, it was determined that the proposed impact fees should meet a number of goals and objectives. These goals and objectives primarily deal with fee sufficiency and level. Specifically, the major objectives considered in this study include:

- The Impact Fees should be sufficient to fund the projected capital requirements associated with providing service to new growth and development;
- The Impact Fees should not be used to fund deficiencies in capital needs of the City, if any; and
- The Impact Fees should be based upon reasonable level of service standards which meet the needs of the City and are similar to industry standards.

The proposed police and fire impact fees presented in this report should meet the above objectives, as identified by the City during this study. As such, based on information provided by the City and the assumptions and considerations reflected in this report, Raftelis Financial Consultants, Inc. (Raftelis) considers the proposed fees to be cost-based, reasonable, and representative of the funding requirements of the City.

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We appreciate the cooperation and assistance given to us by the City and its staff in the completion of the study.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Anthony Hairston
Vice President



Shawn Ocasio
Manager

AH/dc
Attachments

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EXECUTIVE SUMMARY AND RECOMMENDATIONS

Executive Summary

The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to new development responsible for such costs. To the extent new population growth and associated development imposes identifiable capital costs to municipal services, equity and modern capital funding practices suggest the assignment of such cost to those residents or system users responsible for such costs. The City of Ormond Beach (City) has recognized this capital funding strategy as being an appropriate method of funding the certain future capital requirements of the City and has decided to pursue these fees for first time implementation.

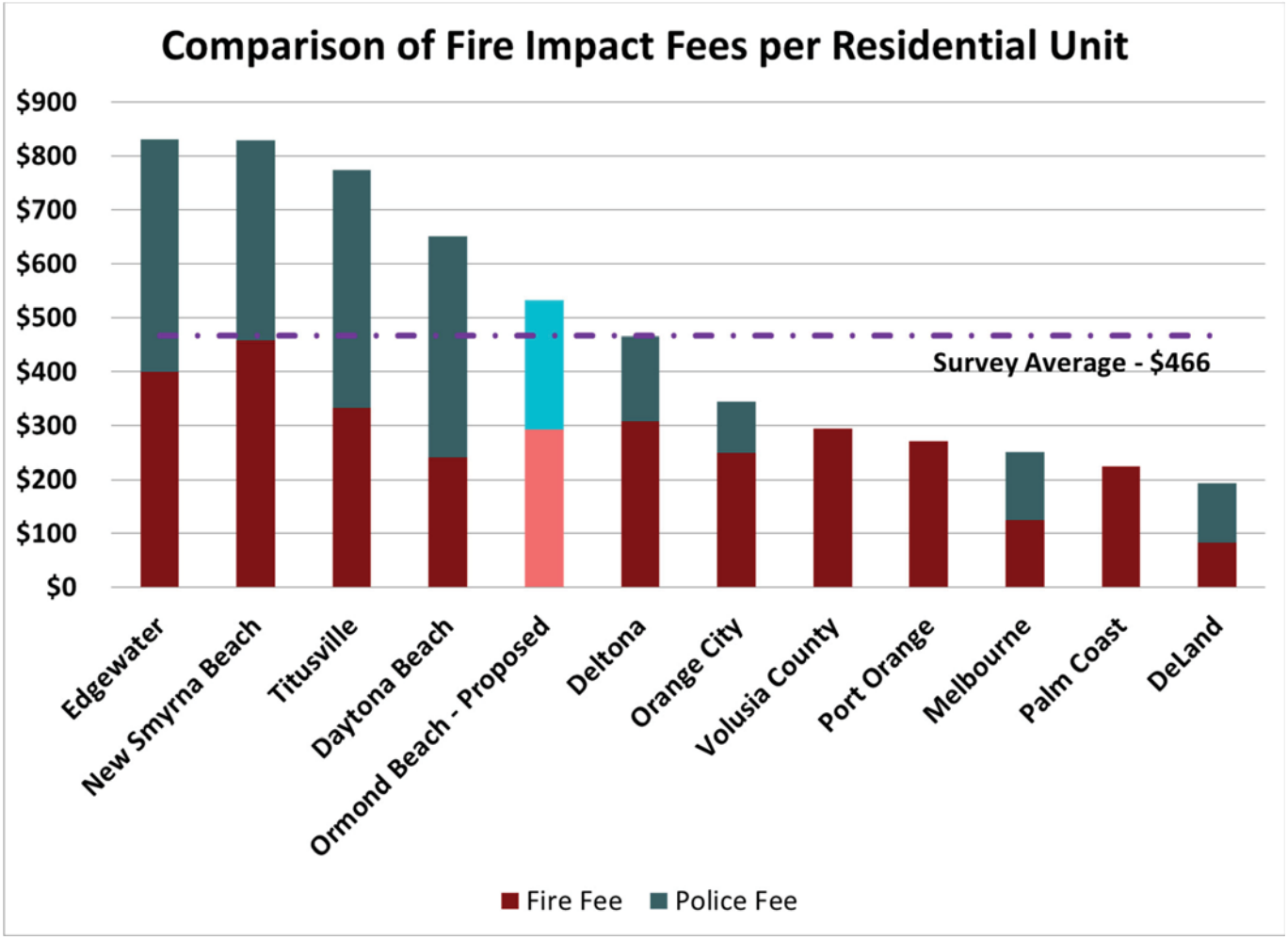
This report addresses the proposed impact fees associated with police and fire protection facilities. As a part of the Municipal Impact Fee Study, Raftelis conducted a feasibility analysis in order to determine if the City should consider implementing police and fire impact fees. It was found that the City had ability and justification to charge police and fire impact fees.

Based on the subsequent discussions in this section, the following table summarizes the City's proposed impact fees for the single-family residential classification as follows:

Single-family Residential Impact Fees	
	Proposed Fess
Police	$240.00
Fire	292.00
Total	**$532.00**

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A comparison of the City's proposed single-family residential police and fire impact fees levels to other local municipalities is shown below for informational purposes.



As shown above, the City's calculated impact fees are comparable to the impact fees charged other Florida communities surveyed.

The proposed fee shown above for police and fire will also be charged to non-residential properties. The non-residential fees are unique to the capital facilities required to provide service to the various types of developed property. A detailed discussion on impact fees for both residential and non-residential properties is provided for in subsequent sections of this study report.

Findings and Recommendations

The following is a summary of the observations and recommendations following our investigation, analyses, and preparation of this report:

1. The impact fees must be reasonably related to the cost of providing capital facilities / equipment needed to accommodate new growth. The impact fees collected must be used by the City to address the capital costs

related to serving new development. Based on the information made available by the City, the proposed impact fees are designed to meet these Florida requirements.

2. Pursuant to Florida Statutes Section 163.31801, the City must provide notice no less than 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee.

3. Collection of the fee may not be required before the issuance of the building permit.

4. In compliance with Florida Statutes the City should collect and maintain revenue from each type of municipal fee in designated sub-accounts and use such fees on those facilities designated for each purpose.

5. The City should adopt the impact fees as proposed to ensure adequate funding sources are available to fund future service expansion projects needed to provide the identified level of service to new growth.

6. The fees developed within this report reflect recovery of identified costs and the City has discretion to phase-in or otherwise adopt less than the fully calculated fees. However, the adoption of fees less than the fully calculated rates should be applied to all land uses equally in order to maintain the calculations herein in correct proportion. Adopting less than the calculated rates would increase the reliance on general fund and other revenue sources to meet the demands of growth.

The subsequent sections of this report provide detailed discussions on the proposed impact fees for police and fire facilities.

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SECTION 1 – INTRODUCTION

Introduction

The City of Ormond Beach (City) is located in Volusia County (County) north of Daytona Beach and south of Palm Coast. The City comprises 38.91 square miles and provides an array of services to year-round and seasonal residents. Based on the published U.S. Census in 2020, the City's permanent population was 43,080. Based on the University of Florida's Bureau of Economic Business Research (BEBR), the 2022 population was estimated at 44,677. It is anticipated that the City will have modest growth over the next 20 years with the City's population projected to reach 50,630 with approximately 21,730 housing units by 2040 (Forecast Period). In addition to housing, the City anticipates commercial development to continue to support new residents. In order to meet this anticipated growth and development and to maintain current levels of service, the City will need to fund capital improvements to serve such development.

The City does not currently charge police or fire impact fees. As a part of the 2022 Municipal Impact Fee Study, a fee feasibility analysis was conducted to determine whether the City could potentially charge police and fire impact fees. As a result of the feasibility analysis, it was found that both the police and fire departments are generally configured in a manner that would support the charging of fees and that both departments can provide the necessary data to develop and support proposed fees. Therefore, the City authorized Raftelis to develop proposed impact fees for police and fire facilities.

Authorization

Raftelis was authorized by the City to develop police and fire impact fees pursuant to an agreement between the City and Raftelis. The scope of work for this project, as defined in the agreement, was to:

1. For each service, review and analyze the capital requirements of the City that are needed to meet the level of service standards for the municipal function. This analysis includes a review of: i) the existing and future facility and equipment inventory of each specific municipal function; ii) service area population and development demographics and future needs; and iii) services provided by class of customers.

2. Where appropriate, develop a fee to be charged to new development in order to recover the capital costs associated with providing municipal services. This analysis includes the apportionment of costs among customer / development classifications, and the development of the fee per equivalent billing unit.

3. Develop a comparison of the impact fees and associated billing attributes for similar charges imposed by other neighboring jurisdictions.

4. Prepare a report that documents our analyses, assumptions, and conclusions for consideration by the City Manager and City Commission.

Criteria for Impact Fees

The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to those new customers that benefit from the facilities funded by such expenditures. To the extent new population growth and associated development imposes identifiable capital costs to municipal services, equity and modern capital funding practices

suggest the assignment of such costs to those residents or system users responsible for such costs rather than the existing population base. Generally, this practice has been labeled as "growth paying its own way".

Historically, impact fees in Florida were a result of home rule powers with the requirements associated with the development, administration, accounting and expenditure governed by case law. However, Section 163.31801 of the Florida Statutes, known as the "Florida Impact Fee Act", was created on June 14, 2006, which placed specific requirements and limitations on that home rule authority. This statue has been amended several times since its initial adoption, including significant additional provisions in 2021 such as limiting the percentage increase for a change in impact fees. Appendix A at the end of the report includes the full Florida impact fee statute.

The statute provides specific impact fee criteria, certain precedents established by case law also constitute the legal requirements associated with impact fees. Some of the major criteria includes the following:

1. The impact fee should be reasonably equitable to all parties; that is, the amount of the fee must bear a relationship to the amount of services requested;

2. The impact fee should, to the extent practical, only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for increases in or expansions of capacity or capital requirements that are required solely due to growth. Therefore, expenses due to normal renewal and replacement of a facility (e.g., replacement of a capital asset) should be borne by all users of the facility or municipality. Similarly, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility; and

3. The local government must adopt a ordinance that explicitly sets forth restrictions on revenues (uses thereof) that the imposition of the impact fee generates. Therefore, the funds collected from the impact fees should be retained in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described.

Based on the criteria provided above, the impact fees herein will: 1) include local current costs of improvements associated with the capacities needed to serve new growth; 2) not reflect costs of improvements associated with the renewal and replacement (R&R) of existing capital assets or deficiencies in level of service attributed to existing development; and 3) not include any costs of operation and maintenance of the capital improvements and equipment.

This section provides only a general background regarding impact fees. Certain circumstances and issues regarding the interpretation of specific statutes or case law should be addressed by qualified legal counsel.

Impact Fee Methods

There are several different methods for the calculation of an impact fee. The calculation is dependent on the type of fee being calculated (e.g., recreational facilities, transportation, etc.), cost and engineering data available, and the availability of other local data such as household and population projections, current levels of service, and other related items. The proposed police and fire impact fees reflected in this report are predominately based on a combination of two (2) separate methods. These two (2) methods were: i) the improvements-driven method; and ii) the buy-in or recoupment approach. These methods have been utilized in the development of impact fees for local governments throughout Florida.

The improvements-driven method is an approach that utilizes a specific list of existing or planned capital improvements over a period of time. For example, the fee may correspond to the level of capital improvements that have been identified in the capital improvements element of the Comprehensive Plan or capital improvement budget of the entity. The buy-in or recoupment method is based on this historical cost of assets, and adjustments to the basis of these assets, currently in service and the current population. The primary difference between the two (2) methodologies is how the capital costs, which must be recovered from the application of the fee, are calculated.

The proposed impact fees herein for police and fire include the application of these methods based on the capital facilities required to provide services and meet the City's service level standards. Where appropriate, the blending of methods occurred, and a more complete discussion of the methods used for the determination of the impact fees are presented in Sections 3 and 4.

Summary of Report

In addition to Section 1, this report has been subdivided into three (3) other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2 – City Demographics. This section of the report provides a general discussion of the residential land use characteristics. Also presented in this section is the forecast of the residential dwelling units and the derivation of the functional population factors used in the development of residential and nonresidential fees.

Section 3 – Police Facilities Impact Fee. This section discusses the development of the proposed impact fee for police facilities, including the capital requirements associated with providing police services, the methodology for the determination of the proposed fee, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 4 – Fire Protection Facilities Impact Fee. This section discusses the development of the proposed impact fee for fire protection facilities, including the capital requirements associated with providing fire and rescue services, the methodology for the determination of the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

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SECTION 2 – CITY DEMOGRAPHICS

General

This section provides a general discussion of the current service area, including population and housing statistics and other demographic information related to land use. Additionally, a discussion of the anticipated growth in population and associated growth in residential dwelling units is also contained in this section.

Population and Development Forecast

Regardless of the approach taken to formulate impact fees, a forecast of the population of the City is needed in order to: i) have an appropriate planning horizon to ensure that capital improvement needs and costs are apportioned over a suitable growth segment; ii) link LOS requirements to the capital facility plan; and iii) identify any deficiencies in existing capital facilities related to the LOS standards and current population served.

As shown in Table 2-1 at the end of this section, the City's total estimated population is 44,677 in 2022. Based on information provided by the City, it is estimated that the total population will approach approximately 45,829 residents by 2025 and 50,630 residents by the year 2040. Thus, the population growth anticipated by the City is expected to be moderate, approximately 1.00% on an average annual basis through the year 2030 and then conservatively by 0.50% percent through the year 2040.

Historical and Projected Population and Dwelling Units			
Year	Total Population	Total Dwelling Units	Average Persons per Occupied Dwelling Unit
2020 [1]	43,080	18,489	2.33
2021	44,041	18,902	2.33
2022	44,677	19,175	2.33
2025	45,829	19,669	2.33
2030	48,167	20,673	2.33
2040	50,630	21,730	2.33

[1] Future population estimates shown based on a review of historical population growth as obtained from the U.S. Census Bureau, from projections from the University of Florida's Florida Housing Data Clearinghouse, and discussions with City staff.

To the extent the projection of future development materially changes, it would then be appropriate for the City to re-evaluate the impact fees developed in this report.

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Functional Population Allocation

In order to develop police and fire impact fees by land use, the capital costs need to be apportioned between residential and non-residential properties. The apportionment is accomplished through a functional population allocation method.

The use of functional population[1] to develop more equitable impact fees has widely been used in Florida since the 1980s and remains a vital tool in estimating service demands between customer classes. Specifically, this methodology is applied to apportion capital costs associated with public facilities, police protection, fire rescue, and other municipal services allocable to the non-residential classes.

The concept of functional population is incorporated in order to spread capital costs more equitably between residential and non-residential land-uses. Businesses place demands upon public infrastructure in the same manner as residents do, and it is equitable to spread these costs based on the average number of people expected to be present. For residential use, the allocation is calculated per resident based on the average amount of time spent at the residence. The resident's remaining time is then allocated as either an employee and/or visitor to the remaining non-residential classes as determined using traffic generations, employees staffed, and anticipated operations. The net result is the total number of person hours per location.

Table 2-2 provides the details used to estimate the functional population coefficients. The functional population results were used to calculate police and fire impact fees as provided in Sections 3 and 4 of this report.

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[1] Nicholas, Nelson, and Juergensmeyer. A Practitioner's Guide to Development Impact Fees. American Planning Association, 1991.

Section 2
City of Ormond Beach
Municipal Impact Fee Study

List of Tables

Table	Description
2-1	Population and Housing Forecast
2-2	Development of Functional Population Coefficients

Table 2-1
City of Ormond Beach
Municipal Impact Fee Study

Population and Housing Forecast

Line No.	Fiscal Year	Annual Average Rate	Total Population [1]	Total Units	Average Pop. per Unit
3	2020	4.36%	43,080	18,489	2.33
4	2021	2.23%	44,041	18,902	2.33
5	2022	1.44%	44,677	19,175	2.33
6	2025	1.00%	45,829	19,669	2.33
7	2026	1.00%	46,491	19,953	2.33
8	2030	1.00%	48,167	20,673	2.33
9	2040	0.50%	50,630	21,730	2.33
10	Overall 2020 - 2040	0.81%			

Footnote:

[1] Future population estimates based on a review of historical population growth as obtained from the US Census Bureau and from projections from the City.

Table 2-2
City of Ormond Beach
Municipal Impact Fee Study

Development of Functional Population Coefficients

Line No.	Land Use Category	ITE Code	Impact Unit	Trips per Unit per Day	One-way Trip factor (50%)	Occupants per Trip per Day		People per Unit per Day		Hours per Visitor	Hours Operation	Days per Week	Weekly Person Hours on Site			Functional Pop. Factor
						Employees [1]	Visitors	Employees	Visitors				Per Employee	Per Visitor	Total	
				[a]	[b]	[c]	[d]	[e]	[f]	[g]	[h]	[i]	[j]	[k]	[l]	[m]
1	**Residential - per person [2]**		Resident	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.625769
	Non-Residential															
2	Industrial/Warehousing	150	1,000 Sq Ft	1.71	0.86	1.05	1.75	0.34	0.93	0.25	9.00	5.00	15.24	1.16	16.40	0.097620
3	Institutional	610	1,000 Sq Ft	10.77	5.39	1.05	1.77	2.86	4.72	1.00	12.00	7.00	239.97	33.04	273.01	1.625049
4	Hotel/Motel	310	Rooms	7.99	4.00	1.05	2.03	0.56	7.03	1.00	24.00	7.00	93.61	49.21	142.82	0.850099
5	Office Buildings	710	1,000 Sq Ft	10.84	5.42	1.05	1.19	3.26	2.76	1.00	12.00	5.00	195.32	13.80	209.12	1.244734
6	Retail	820	1,000 Sq Ft	37.01	18.51	1.05	2.03	2.12	33.46	1.00	9.00	7.00	133.85	234.22	368.07	2.190880

Footnotes

[a] From 11th Edition ITE Manual
[b] This factor is used to divide the trip rate in half which provides the basis for estimating visitors per day per impact unit
[c] Assumptions below
[d] From 2017 National Household Travel Survey, vehicle occupancy by trip purpose
[e] From 11th Edition ITE Manual per employee
[f] = ([b] -([e]/[c]))*[d]
[g] Time assumption per visitor
[h] Time assumption per employee
[i] Time assumption
[j] = [e] * [h] * [i]
[k] = [f] * [g] * [i]
[l] = [j] + [k]
[m] = [l] / 24 * 7

[1] Estimated Occupants per Vehicle based on recent census data:

Total Workers	28,691
Percent Carpooling	9.1%
Workers Carpooled	2,611
Workers Not Carpooled	26,080
Total Vehicles	27,386
Estimated Workers per Vehicle	1.05

[2] Residential population converted to Functional Population based upon the following assumptions related to recent census data:

Estimated Population (2019)	41,282
Percent of Eligible Workers	71.4%
Available Workforce	29,457
Percent Unemployed	2.6%
Total Workers	28,691
Hours Available per Day	24.00
Total Hours	990,768
Hours per Day at Residence - Workday	12.00
Average Hours per Day at Residence - Workforce	13.71
Total Workforce Hours at Residence	393,354
Average Hours per Day at Residence - Non-workforce	18.00
Total Non-workforce Hours at Residence	226,638
Total Hours at Residence	619,992
Total Hours as Employee and/or Visitor	370,776
Percent of Total Hours at Residence	0.6258

SECTION 3 – POLICE FACILITIES IMPACT FEE

General

This section provides a discussion of the development and design of the impact fee for police capital facilities. Included is a discussion of the level of service requirements, capital costs included in the fee determination, and the design of the impact fee for police facilities to be applied to new growth within the City.

Level of Service and Department Staffing

In the evaluation of the capital facility needs for providing municipal facilities such as police protection, a level of service (LOS) standard should be developed. As shown on Table 3-1, the City currently staffs 94.0 full-time equivalent (FTE) positions, including 74.0 sworn officers and 20.0 administrative / support staff. Using the 2022 population of 44,677, the police department currently provides a LOS of 1.66 sworn officers per 1,000 population.

Existing Investment in Department

In the development of the fee, the original costs of the existing assets and any grant funding or contributions towards those assets were considered. The City's existing assets are categorized by major type and are summarized below. Since the eligible impact fee costs under the Florida Impact Fee Act are limited to major capital items, certain costs are excluded from the impact fee analysis including items such as uniforms, radios, and other equipment items that do not have a minimum five- (5) year life.

Existing City Investment in Police Assets [1]			
Description	Original Cost	Allocation to Impact Fee	Allocated Costs
Machinery and Equipment	$422,303	0.0%	$0
Major Vehicles	3,185,118	100.0%	3,185,118
Other Capital Equipment and Facilities	3,638,947	100.0%	3,638,947
Subtotal	$7,246,368	94.2%	$6,824,064
Grant Funded Assets	($0)	100.0%	($0)
Net Recoverable Costs	**$7,246,368**	94.2%	$6,824,064

[1] Amounts as shown on Table 3-2.

As shown above, of the $7,246,368 in police department assets, $6,824,064 of major assets are included in the calculation of the impact fee. Additionally, based on information provided by the City, the department has received no grant funding and capital contributions which could offset the capital costs included in the proposed impact fees.

Planned Future Investment in Department

In the development of the proposed impact fees, the following future capital improvement requirements were provided by the City. Along with the City's existing investment in police assets, these capital requirements are anticipated and designed to maintain the department's ability to provide service to the City's existing and future

population levels and fulfill the identified level of service standards. The City's capital requirements are categorized by type of expenditure and are summarized below.

Projected Future City Investment in Police Assets (Capital Plan) [1]			
Description	Total Capital Improvements	Adjustments	Adjusted Total
Police Department Roof	$345,000	($345,000)	$0
PAL House	350,000	(350,000)	0
Police Impound Lot	150,000	0	150,000
SANS Upgrade	125,000	0	125,000
Police Vehicle Replacements	2,230,000	(2,230,000)	0
Planned Future City Investments in Police Assets	$3,200,000	($2,925,000)	$275,000

[1] Amounts as shown on Table 3-3.

As can be seen above, the City anticipates spending $275,000 in order to further develop and upgrade the police assets and facilities to provide the desired level of service to the City as it grows through 2027. This amount is net of adjustments associated with replacement related capital projects as shown on Table 3-3.

Total Capital Costs

Table 3-4 summarizes the existing and future capital investment in the police department. The total capital costs included in the calculation of the police impact fee is $7,099,064.

Summary of Capital Costs	
Description	Total Investment
Existing Investment:	
Machinery and Equipment	$0
Major Vehicles and Vehicle-related Equipment	3,185,118
Other Capital Equipment and Facilities	3,638,947
Existing Investment Subtotal	$6,824,064
Projected Future Investment:	
Proposed Capital Additions	$275,000
Total Existing and Future Investment Subtotal	$7,099,064
Grant Adjustments	($0)
Total Adjusted Costs	**$7,099,064**

[1] Amounts as shown on Table 3-4.

Design of Police Facilities Impact Fee

The method used to determine the police impact fee is a combination of the improvements-driven method and buy-in method as the recoupment of a portion of existing investments availability to serve new growth and the costs associated with adding additional capacity to service the City's future needs are recognized. This method was based

upon a three- (3) step process. Table 3-6 helps to illustrate the results of the approach. The following is a brief description of the method used in this study.

- Development of Total Capital Need – Based on discussions with the City, the existing and incremental facilities and related costs to serve the population through the forecast period reflected in the analysis were developed.

- Allocation of Capital Costs to Customer Classes – This step allocates the total capital costs to provide police facilities between residential and non-residential based upon call demand.

- Calculation of Cost per Equivalent Impact Fee Unit – Once capital costs are allocated between residential and non-residential land uses, they are summarized and presented as a unit of measure basis; per dwelling unit for residential and per 1,000 square feet for non-residential. The allocation of the non-residential land uses are based upon a "functional population." Table 3-6 provides a detailed listing of the proposed impact fees and their appropriate land use and measures.

POLICE IMPACT FEE ASSUMPTIONS

The development of the police impact fees required several assumptions. The major assumptions used in the development of the proposed impact fees are as follows:

1. In the development of the capital costs to serve growth, the total existing and projected major capital costs of providing police facilities were developed as described previously based on existing asset records and proposed capital expenditures through 2040. The total existing and projected investment of $7.1 million was the cost basis used in the development of the fees.

2. The estimated capital base costs or reserved service capacity, allocable to all customer classes were allocated between the residential and non-residential customer classes based on an assumed base level of service and historical call data. Non-residential classes were then allocated between five (5) customer classes: Industrial / Warehousing, Institutional, Hotel / Motel, Office Buildings, and Retail based on "functional population" estimates. The concept of functional population is incorporated in order to spread capital costs more equitably between non-residential land uses. Businesses place demands on police facilities in the same manner as residents do, and it is equitable to spread these costs based on the average number of people expected to be present. For the non-residential uses, the allocation is calculated based on the average amount of time spent at each non-residential class and is determined using traffic generations, estimated employment data, and operational details. The net result is the total number of person hours per location as derived from Table 2-2 in Section 2. The costs are calculated on a per person basis and then applied to the non-residential land-uses based upon the respective functional population coefficient.

IMPACT FEE CALCULATION

Based on the above-referenced assumptions, the allocated capital facilities considered necessary to maintain the level of service requirements, and the residential units and land use projections of the City, the police impact fees for the residential and non-residential customer classifications were estimated. As shown in Table 3-5 at the end of this section, the cost per equivalent impact fee unit by customer classification was calculated. The following summarizes the proposed police impact fees:

Proposed Residential Police Impact Fee		
Description	Impact Unit	Proposed
Single-family	Dwelling Unit	$240.00
Multi-family	Dwelling Unit	198.00
Mobile Homes	Dwelling Unit	166.00

Proposed Non-residential Police Impact Fees		
Description	Impact Unit	Proposed Fee
Industrial / Warehousing	Per Square Foot	$0.015
Institutional	Per Square Foot	$0.249
Hotel / Motel	Per Room	$130.00
Office Buildings	Per Square Foot	$0.191
Retail	Per Square Foot	$0.336

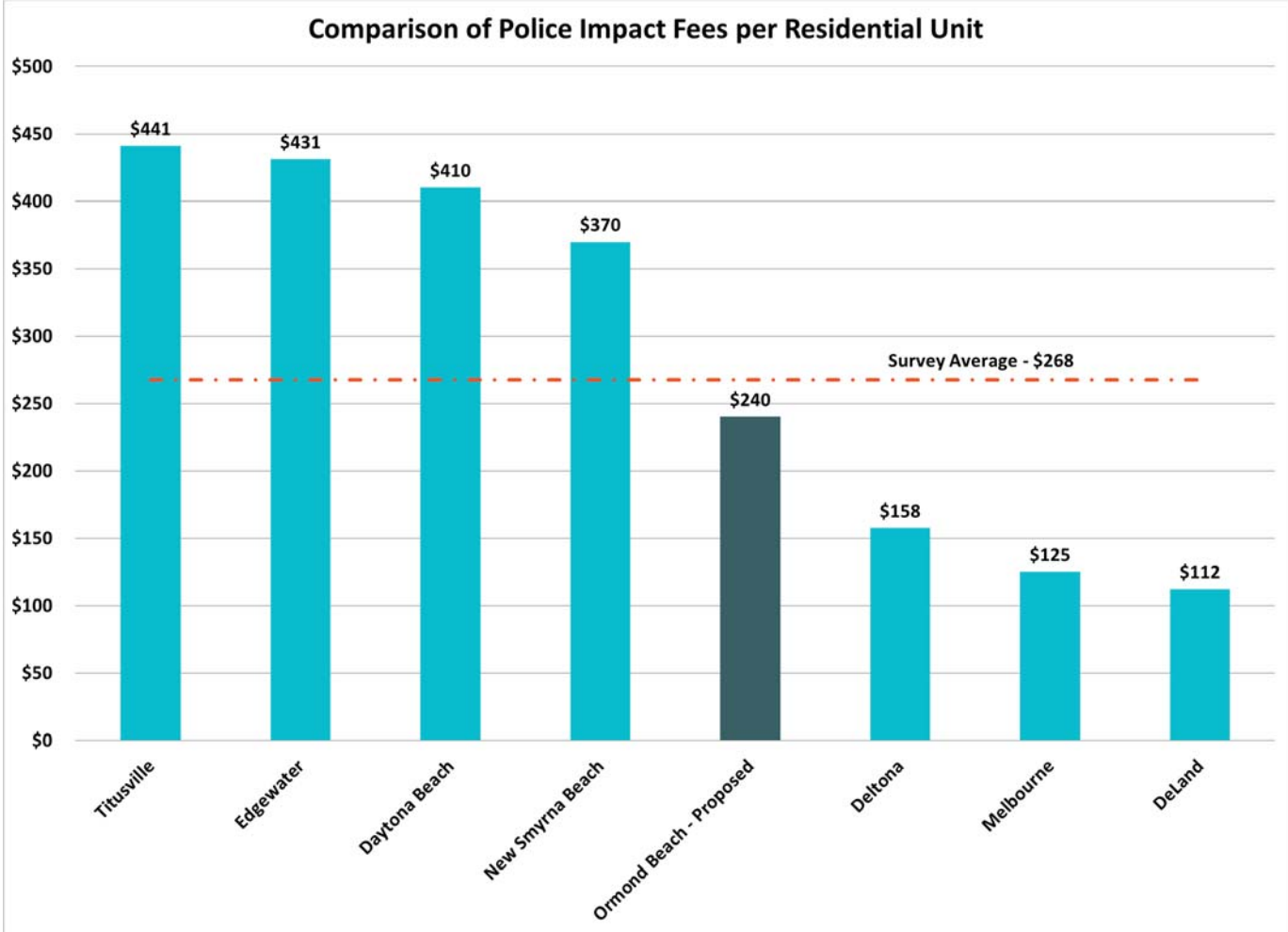
Taking into account the methodology used for the determination of the fee and the estimates associated with determining the police capital needs of the City, it is concluded that the proposed impact fees are reasonable. It should be noted that in the development of the fee per equivalent impact fee unit, that no credits associated with developer land dedication or other similar activities have been recognized. Also, it should be noted that the proposed incremental capital improvements are stated in Fiscal Year 2022 dollars and do not include any inflationary allowances.

In the development of the cost per equivalent impact fee unit, it was determined that the rate should be applied on a "per dwelling unit" basis for the residential class and primarily on a "per square footage" of commercial development for the non-residential class. These factors are common throughout the state as the equivalent impact fee unit for fee determination. The use of these equivalency factors was based on discussions with the City, comparisons of fee applicability provisions of neighboring jurisdictions, and promotion of administrative simplicity.

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Impact Fee Comparisons

In order to provide the City additional information about the proposed impact fees, a comparison of the proposed fees for the City and those charged by other neighboring jurisdictions was prepared. Table 3-5 at the end of this section and the chart below summarize the impact fees for police facilities charged by other communities with the proposed rates of the City.



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Section 3
City of Ormond Beach
Police Facilities Impact Fee Analysis

List of Tables

Table	Description
3-1	Summary of Existing Personnel
3-2	Summary of Existing Capital Equipment, Vehicles and Facilities
3-3	Inventory of Proposed Capital Equipment, Vehicles and Facilities
3-4	Summary of Capital Costs to Provide Police Protection Facilities
3-5	Impact Fee Design
3-6	Police Facilities Impact Fee Comparison

Table 3-1
City of Ormond Beach
Police Facilities Impact Fee Analysis

Summary of Existing Personnel

Line No.	Description	Current Staff [1]	Allocation Basis	Achieved LOS
	Personnel			
1	Police Chief	1.0		
2	Captain	2.0		
3	Lieutenant	3.0		
4	Sergeant	7.0		
5	Corporal	5.0		
6	Police Officer	56.0		
7	**Total Sworn Officers**	74.0	Per 1,000 Population	1.66
8	Accreditation Manager	1.0		
9	Public Information Officer	1.0		
10	Community Program Coordinator	1.0		
11	After School Aide	1.0		
12	Recreation Leader	1.0		
13	Victim Advocate Coordinator	2.0		
14	Evidence/Crime Scene Supervisor	1.0		
15	Evidence/Crime Scene Technician	2.0		
16	Office Assistant	1.0		
17	Community Service Officer	4.0		
18	Lead Community Service Officer	1.0		
19	Records Clerk	3.0		
20	Office Manager	1.0		
21	Police Officer (Training)	0.0		
22	**Total Personnel**	94.0		

Footnotes:
[1] As shown in the 2023 Budget.

Table 3-2
City of Ormond Beach
Police Facilities Impact Fee Analysis

Summary of Existing Capital Equipment, Vehicles and Facilities

Line No.	Description	Estimated Costs [1]	Allocation to Existing Units	Allocated Costs	Total Officers Served [2]	Average Cost Per Officer
	Machinery & Equipment					
1	General Equipment	$422,303	0.0%	$0	74.0	$0
2	**Major Vehicles & Vehicle Related Equipment**	3,185,118	100.0%	3,185,118	74.0	43,042
	Other Capital Equipment and Facilities					
3	Land, Building and Other Major Capital Equipment	3,638,947	100.0%	3,638,947	74.0	49,175
4	Subtotal Other Capital Equipment and Facilities	$7,246,368	94.2%	$6,824,064		$92,217
5	**Grants Funded / Contributed Assets**	$0	100.0%	$0	74.0	$0
6	**Total Adjusted Existing Capital Investment**	$7,246,368	94.2%	$6,824,064		$92,217

Footnotes:

[1] Amounts shown based on cost information provided by the City and detailed in Appendix 1.

[2] Based on existing number of officers as shown on Table 3-1.

Table 3-3
City of Ormond Beach
Police Facilities Impact Fee Analysis

Inventory of Proposed Capital Equipment, Vehicles and Facilities

Line No.	Description	Total	Adjustments [1]	Adjusted Total	New, R&R, or Upgrade
1	Police Department Roof	$345,000	($345,000)	$0	R&R
2	PAL House	350,000	(350,000)	0	R&R
3	Police Impound Lot	150,000	0	150,000	Upgrade
4	SANS Replacement / Upgrade	125,000	0	125,000	Upgrade
5	Police Vehicle Replacements	2,230,000	(2,230,000)	0	R&R
6	**Total Proposed Capital Equipment, Vehicles and Facilities**	$3,200,000	($2,925,000)	$275,000	

Footnotes:
[1] Renewal and replacement cost improvements have excluded from the impact fee calculation.

Table 3-4
City of Ormond Beach
Police Facilities Impact Fee Analysis

Summary of Capital Costs to Provide Police Protection Facilities

Line No.	Description	Total Existing & Planned Costs [1]
	Recoupment Costs	
1	Machinery & Equipment	$0
2	Major Vehicles	3,185,118
3	Facilities & Other Capital Equipment	3,638,947
4	Total Recoupment Costs	$6,824,064
	Proposed Capital Additions	
5	Major Vehicles & Facilities	$275,000
6	Total Proposed Costs	$275,000
	Additional Cost or Adjustments	
7	Borrowing Costs	$0
8	Less Historical Capital Grants Received for Equipment	0
9	Less Proposed Future Capital Grants	0
10	Total Additional Costs or Adjustments	$0
11	Total Allocated Costs	$7,099,064

Footnotes:
[1] Amounts based on information provided on Table 3-2 and Table 3-3.

Table 3-5
City of Ormond Beach
Police Facilities Impact Fee Analysis

Impact Fee Design

Line No.	Land Use	Unit of Measure	Functional Pop. Factor	Persons per Unit	Base Cost per Person [1]	Base Cost Per Unit	Variable Cost Per Unit [2]	Proposed Impact Fee (Rounded)
	Residential							
1	Single Family	Dwelling Unit	0.625769	2.53	$138.95	$220.38	$19.63	$240.00
2	Multi-Family	Dwelling Unit	0.625769	2.05	138.95	178.19	$19.63	198.00
3	Mobile Home	Dwelling Unit	0.625769	1.68	138.95	146.19	$19.63	166.00
	Non-Residential							
4	Industrial/Warehousing	1,000 Sq Ft	0.097620	N/A	$138.95	$13.56	$1.39	$15.00
5	Institutional	1,000 Sq Ft	1.625049	N/A	138.95	225.80	23.11	249.00
6	Hotel/Motel	Rooms	0.850099	N/A	138.95	118.12	12.09	130.00
7	Office Buildings	1,000 Sq Ft	1.244734	N/A	138.95	172.96	17.70	191.00
8	Retail	1,000 Sq Ft	2.190880	N/A	138.95	304.42	31.15	336.00

9 Should none of the above land uses adequately define a proposed non-residential development as determined by the City Manager, at the Manager's discretion the following average charge per non-residential development is considered appropriate:

		Non-residential
10	Total Cost per Person [Base] [1]	$138.95
11	Percent Allocable to Resident	62.58%
12	Amount Allocable to the Resident	$86.95
13	Amount Allocable to Non-residential	$52.00
14	Plus Cost per Person [Variable] [2]	14.22
15	Amount Allocable to Non-residential	$66.22
16	Square Feet of Non-residential Development per Person	300.00
17	Persons per 1,000 Square Feet	3.33
18	Average Cost per 1,000 Square Feet of Non-residential Development	$220.00

Table 3-5
City of Ormond Beach
Police Facilities Impact Fee Analysis

Impact Fee Design

Footnotes			
[1]	Base Capacity estimated as follows:		
	Existing Population	44,677	
	Existing LOS per 1,000 population	1.66	
	Total Patrol Officers Required - LOS	74	
	Minimum Service Level per 1,000 population	1.50	
	Total Minimum Officers	67	
	Percent Base Capacity - LOS	91%	
	Total Base capacity estimated as follows:		
	Total Estimated Capital Costs - Investment in Police Services		$7,099,064
	Percent Base Capacity		91%
	Total Estimated Base Capacity Costs		$6,460,149
	Total in Population 2026		46,491
	Total Cost per Person		$138.95
[2]	Variable Cost per Unit estimated as follows:		
	Total Estimated Capital Costs - Investment in Police Services		$7,099,064
	Less Amount allocated to Base Capacity		6,460,149
	Total Variable Cost		$638,915
	Percent Residential (Historical Calls)		61.29%
	Total Residential Costs		$391,586
	Total Non-residential Costs		$247,329
	Residential Variable Allocation		
	Total Residential Costs		$391,586
	2026 Estimated Units		19,953
	Variable Cost per Unit		$19.63
	Non-residential Variable Allocation		
	Total Non-residential Costs		$247,329
	Effective 2026 Non-residential Population		17,397
	Variable Cost per Unit		$14.22

Table 3-6
City of Ormond Beach
Police Facilities Impact Fee Analysis

Police Facilities Impact Fee Comparison [*]

Line No.	Municipality	Police
1	Ormond Beach - Existing	N/A
2	Ormond Beach - Proposed	$240.00
3	New Smyrna Beach	$370.00
4	Daytona Beach	$410.00
5	DeLand	$112.00
6	Deltona	$157.50
7	Edgewater	$431.11
8	Melbourne	$125.00
9	Orange City	$95.32
10	Palm Coast	N/A
11	Port Orange	N/A
12	Titusville	$441.00
13	Volusia County	N/A
14	Average Fee	$267.74
15	Median Fee	$263.75

[*] As of October 2021

Appendix 1
City of Ormond Beach
Police Facilities Impact Fee Analysis

Inventory of Existing Capital Equipment, Vehicles and Facilities [1]

Line No.	Asset #	Description	Date Acq.	Acq. Cost	LTD Accum Depreciation	Asset Allocation Factor	Machinery & Equipment	Major Vehicles	Facilities & Other Capital Equipment	Excluded	Total Historical Cost
1	10002875	Cmplx-Police Station 160 W Granada Blvd	5/15/2000	$77,210	$69,489	Facilities	$0	$0	$77,210	$0	$77,210
2	10002876	Bluelines	6/19/2000	2,774	2,497	Excluded	0	0	0	2,774	2,774
3	10002878	Analysis & Design	2/25/2000	795	716	Excluded	0	0	0	795	795
4	10002879	Demo Detective Bldg.	6/10/2000	11,316	10,184	Facilities	0	0	11,316	0	11,316
5	10002880	Asbestos Survey	6/30/2000	450	405	Excluded	0	0	0	450	450
6	10002881	Bluelines	7/8/2000	73	66	Excluded	0	0	0	73	73
7	10002882	Copies & Bluelines	7/3/2000	826	743	Excluded	0	0	0	826	826
8	10002883	Bluelines	8/10/2000	166	150	Excluded	0	0	0	166	166
9	10002884	In Place Density Test	9/29/2000	819	737	Excluded	0	0	0	819	819
10	10002885	Relocate Communication Tower	9/30/2000	1,498	1,348	Excluded	0	0	0	1,498	1,498
11	10002886	Architect Fees	8/2/2000	8,317	7,485	Excluded	0	0	0	8,317	8,317
12	10002887	Geotechnical Evaluation	7/31/2000	2,835	2,552	Excluded	0	0	0	2,835	2,835
13	10002888	Analysis	9/8/2000	14,634	13,171	Excluded	0	0	0	14,634	14,634
14	10002889	Pmt For Const	8/2/2000	22,095	19,886	Facilities	0	0	22,095	0	22,095
15	10002890	Pmt 1	9/30/2000	71,620	64,458	Facilities	0	0	71,620	0	71,620
16	10002891	Cmplx Police Station Analysis & Design	8/13/2001	58,845	50,607	Facilities	0	0	58,845	0	58,845
17	10002892	Technology Services Conduit/Recepticle	3/7/2001	3,213	2,763	Excluded	0	0	0	3,213	3,213
18	10002893	Painting	8/15/2001	10,649	9,158	Excluded	0	0	0	10,649	10,649
19	10002894	Finishing Materials/Stucco Etc	8/7/2001	45,090	38,777	Excluded	0	0	0	45,090	45,090
20	10002895	Glass*Glazing Mirrors	8/20/2001	66,127	56,869	Excluded	0	0	0	66,127	66,127
21	10002896	Security Door Control	7/31/2001	32,107	27,612	Facilities	0	0	32,107	0	32,107
22	10002897	Plumbing Materials	7/5/2001	3,547	3,050	Excluded	0	0	0	3,547	3,547
23	10002898	Building Const. Payments #2-8.	12/30/2000	1,523,266	1,310,009	Facilities	0	0	1,523,266	0	1,523,266
24	10002899	Doors Frams & Hardware	2/24/2001	31,305	26,922	Facilities	0	0	31,305	0	31,305
25	10002900	Masonry Materials	11/3/2000	69,774	60,005	Facilities	0	0	69,774	0	69,774
26	10002901	Electrical Materials	4/27/2001	80,929	69,599	Facilities	0	0	80,929	0	80,929
27	10002902	Roofing Materials	3/16/2001	23,188	19,942	Facilities	0	0	23,188	0	23,188
28	10002903	Window Shading Devices	6/10/2001	3,000	2,580	Facilities	0	0	3,000	0	3,000
29	10002904	Hvac Equipment	1/2/2001	52,540	45,184	Facilities	0	0	52,540	0	52,540
30	10002905	Generator/Diesel	3/20/2001	40,350	34,701	Facilities	0	0	40,350	0	40,350
31	10002906	Roofing Materials	3/16/2001	16,311	14,027	Facilities	0	0	16,311	0	16,311
32	10002907	Joist & Deck Package	2/7/2001	35,000	30,100	Facilities	0	0	35,000	0	35,000
33	10002908	Fire Sprinkler Materials	5/9/2001	4,854	4,175	Facilities	0	0	4,854	0	4,854
34	10002909	Structural Steel	12/5/2000	10,674	9,180	Facilities	0	0	10,674	0	10,674
35	10002910	Rebar Materials	12/21/2000	11,302	9,720	Facilities	0	0	11,302	0	11,302
36	10002911	Density Test	8/17/2001	7,672	6,598	Excluded	0	0	0	7,672	7,672
37	10002912	Film Processing	6/22/2001	37	31	Excluded	0	0	0	37	37
38	10002913	Amendment Of Master Plan/Legal Services	11/6/2000	1,510	1,298	Excluded	0	0	0	1,510	1,510
39	10002914	Shooting Range	10/19/2000	1,171	1,007	Facilities	0	0	1,171	0	1,171
40	10002915	Door Supplies	8/23/2001	464	399	Excluded	0	0	0	464	464
41	10002916	Hvac Equipment	8/30/2001	39,973	34,377	Mach. & Equip.	39,973	0	0	0	39,973
42	10002917	Contractors Payment	9/28/2001	626,938	539,167	Facilities	0	0	626,938	0	626,938
43	10002918	Contractors Payment	8/29/2001	52,206	44,897	Facilities	0	0	52,206	0	52,206
44	10002920	Paint	8/29/2001	728	626	Facilities	0	0	728	0	728
45	10002921	Prof Services	9/20/2001	738	634	Excluded	0	0	0	738	738
46	10002922	Architect Services	9/30/2001	5,634	4,845	Excluded	0	0	0	5,634	5,634
47	10002923	Window Shading Devices	8/28/2001	10,900	9,374	Facilities	0	0	10,900	0	10,900
48	10002924	Plaque	9/24/2001	725	624	Facilities	0	0	725	0	725
49	10002925	Doors,Frames & Hardware Mat.	9/29/2001	15,600	13,416	Facilities	0	0	15,600	0	15,600
50	10002926	Frames,Doors & Materials	9/29/2001	7,002	6,022	Facilities	0	0	7,002	0	7,002
51	10002927	Concrete Test/Asphalt Extration	10/1/2001	220	180	Excluded	0	0	0	220	220
52	10002928	Technology	10/31/2001	25,660	21,041	Excluded	0	0	0	25,660	25,660
53	10002929	Doors,Frames And Hardware	10/25/2001	4,763	3,905	Facilities	0	0	4,763	0	4,763
54	10002930	Engineering Services	11/7/2001	342	280	Excluded	0	0	0	342	342
55	10002931	Cisco Routers	11/28/2001	10,354	8,490	Excluded	0	0	0	10,354	10,354

Appendix 1
City of Ormond Beach
Police Facilities Impact Fee Analysis

Inventory of Existing Capital Equipment, Vehicles and Facilities [1]

Line No.	Asset #	Description	Date Acq.	Acq. Cost	LTD Accum Depreciation	Asset Allocation Factor	Machinery & Equipment	Major Vehicles	Facilities & Other Capital Equipment	Excluded	Total Historical Cost
56	10002932	73 Interior Signage, 6 Exterior Signage	10/3/2001	1,998	1,638	Facilities	0	0	1,998	0	1,998
57	10002934	Plumbing Materials	12/7/2001	10,188	8,354	Facilities	0	0	10,188	0	10,188
58	10002935	Hall Const Payment	10/30/2001	41,067	33,675	Facilities	0	0	41,067	0	41,067
59	10002936	Hall Const Pmt	11/30/2001	3,425	2,809	Facilities	0	0	3,425	0	3,425
60	10002940	Cmplx Police Sta Furniture Additional Pu	9/30/2002	50,223	41,183	Facilities	0	0	50,223	0	50,223
61	10002941	Cmplx Police Sta - Addtl Hall Const Paym	9/30/2002	66,325	54,387	Facilities	0	0	66,325	0	66,325
62	10002942	Architectural Services	12/10/2001	2,180	1,788	Excluded	0	0	0	2,180	2,180
63	10002943	Pmt #4	12/30/2001	2,146	1,760	Facilities	0	0	2,146	0	2,146
64	10002944	Cmplx Police Sta Planter Boxes	11/14/2002	2,153	1,679	Facilities	0	0	2,153	0	2,153
65	10002945	Facility Analysis & Design	2/11/2002	501	411	Excluded	0	0	0	501	501
66	10002946	Pmt #13	5/31/2002	75,279	61,729	Facilities	0	0	75,279	0	75,279
67	10002947	Cmplx Pd Fac Analysis & Design Engineeri	9/30/1999	27,795	26,128	Facilities	0	0	27,795	0	27,795
68	10002948	Final Payment	9/30/2002	20,050	16,441	Facilities	0	0	20,050	0	20,050
69	10002950	Analysis - Facility Task	9/29/1997	32,163	32,163	Facilities	0	0	32,163	0	32,163
70	10002951	Analysis For New Station	9/30/1991	6,873	6,873	Facilities	0	0	6,873	0	6,873
71	10002952	Cmplx-Police Station Telephone System Up	9/22/2003	480	374	Excluded	0	0	0	480	480
72	10002953	Cmplx-Police Station-Telephone System Up	9/19/2003	17,870	13,939	Excluded	0	0	0	17,870	17,870
73	10002954	Cmplx Police Sta Decorative Plants	9/16/2003	1,150	897	Facilities	0	0	1,150	0	1,150
74	10002955	Cmplx Police Sta Planter Boxes	11/15/2002	3,252	2,537	Facilities	0	0	3,252	0	3,252
75	10002956	Pd Facility Study Engineering Services	5/19/1998	8,600	8,428	Facilities	0	0	8,600	0	8,600
76	10004550	Cmplx Pal House 2.5 Ton Air Conditioner	6/10/1996	700	700	Facilities	0	0	700	0	700
77	10004551	Cmplx Pal House Consulting - Rfp Ad	12/3/2003	94	70	Excluded	0	0	0	94	94
78	10004553	Cmplx Pal House Forfeiture Bldg Value (D	4/19/1996	14,476	14,476	Excluded	0	0	0	14,476	14,476
79	10008540	Hvac Drive Motor Pd	9/30/2016	11,600	5,027	Mach. & Equip.	11,600	0	0	0	11,600
80	20000001	POLICE DEPARTMENT ROOF	9/30/2017	24,272	8,225	Facilities	0	0	24,272	0	24,272
81	20000050	POLICE SALLY PORT REPAIR	6/20/2018	55,215	9,939	Facilities	0	0	55,215	0	55,215
82	20000144	PUMP REPLACEMENT HVAC PD TACO PUMPS	4/27/2018	18,880	5,664	Mach. & Equip.	18,880	0	0	0	18,880
83	20000399	PAINT/CARPET OFFICES*PD ADMIN*PD PATROL	9/14/2021	12,000	3,600	Facilities	0	0	12,000	0	12,000
84	20000416	ROOF REPAIRS POLICE DEPT	2/17/2021	18,341	1,834	Facilities	0	0	18,341	0	18,341
85	20000619	Carpeting @ PD CONFERENCE ROOM,HALLWA	3/22/2022	20,606	2,061	Facilities	0	0	20,606	0	20,606
86	20000620	INTERIOR OFFICE PAINTING AT*PD	5/25/2022	5,000	100	Facilities	0	0	5,000	0	5,000
87	10002877	Stormwater Permit Application	4/5/2000	350	315	Excluded	0	0	0	350	350
88	10002919	County Road Impact Fee	9/28/2001	4,541	3,905	Excluded	0	0	0	4,541	4,541
89	10004541	Cmplx Pal House Lumber & 2 Park Benches	9/28/2001	335	288	Excluded	0	0	0	335	335
90	10004542	Cmplx Pal House Concrete	10/19/2001	786	645	Excluded	0	0	0	786	786
91	10004543	Cmplx Pal House Trash Receptacles	10/11/2001	314	257	Excluded	0	0	0	314	314
92	10004544	Cmplx Pal House Mulch	10/26/2001	326	267	Excluded	0	0	0	326	326
93	10004545	Cmplx Pal House Sod	10/26/2001	150	123	Excluded	0	0	0	150	150
94	10004546	Cmplx Pal House Plants	10/18/2001	1,276	1,047	Excluded	0	0	0	1,276	1,276
95	10004547	Cmplx Pal House Irrigation System	10/31/2001	2,935	2,407	Excluded	0	0	0	2,935	2,935
96	10004548	Cmplx Pal House Picnic Tables	11/5/2001	300	246	Excluded	0	0	0	300	300
97	10008208	Police Fence	9/30/2014	32,206	10,950	Facilities	0	0	32,206	0	32,206
98	10008316	Police Fencing	9/30/2015	16,897	5,069	Facilities	0	0	16,897	0	16,897
99	20000507	*PD ACCESS CONTROL	9/30/2022	153,961	0	Facilities	0	0	153,961	0	153,961
100	10000003	Rst 93 Ford F700 K74 Dump Truck	10/30/1992	29,937	29,937	Vehicles	0	29,937	0	0	29,937
101	10000018	Eqp Surveillance Equipment	8/14/1991	7,547	7,547	Excluded	0	0	0	7,547	7,547
102	10002622	It-Imaging Document System/Records-Polic	4/5/1999	8,087	8,087	Excluded	0	0	0	8,087	8,087
103	10007205	Eqp 9' Stop Stick Rack Kit, Black	5/25/2007	18,120	18,120	Mach. & Equip.	18,120	0	0	0	18,120
104	10007456	Eqp Bar Code System Evidence Room	7/6/2001	14,985	14,985	Mach. & Equip.	14,985	0	0	0	14,985
105	10007461	It-Internal Affairs Management Software	2/26/2002	1,500	1,500	Excluded	0	0	0	1,500	1,500
106	10007479	Rst 03 Command Ht101 Mobile Command Vehi	10/20/2003	99,978	99,978	Vehicles	0	99,978	0	0	99,978
107	10007640	Eqp Citation Writer	6/25/2008	11,070	11,070	Excluded	0	0	0	11,070	11,070
108	10008524	2016 Smart Trailer	9/30/2016	6,602	2,861	Mach. & Equip.	6,602	0	0	0	6,602
109	20000209	SOLAR POWERED PORTABLE MESSAGE SIGN	11/8/2018	13,079	3,052	Mach. & Equip.	13,079	0	0	0	13,079
110	20000272	Body Cameras & cloud based storage syste	5/2/2019	78,226	18,253	Mach. & Equip.	78,226	0	0	0	78,226

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Line No.	Asset #	Description	Date Acq.	Acq. Cost	LTD Accum Depreciation	Asset Allocation Factor	Machinery & Equipment	Major Vehicles	Facilities & Other Capital Equipment	Excluded	Total Historical Cost
111	20000314	POLICE CAMERA EQUIPMENT PD	1/22/2020	110,598	18,433	Mach. & Equip.	110,598	0	0	0	110,598
112	20000516	ROBOTS FOR POLICE DEPT	11/30/2021	53,600	1,787	Mach. & Equip.	53,600	0	0	0	53,600
113	20000517	ROADWARRIOR SPEED TRAILER	2/28/2022	31,150	1,038	Mach. & Equip.	31,150	0	0	0	31,150
114	20000555	TRAILER W/SPEED SIGN F	4/11/2022	9,158	305	Mach. & Equip.	9,158	0	0	0	9,158
115	10005860	Veh 05 Ford Ranger Truck	6/1/2005	13,897	13,897	Vehicles	0	13,897	0	0	13,897
116	10007504	Veh 08 Ford Crown Victoria	11/2/2007	21,255	21,255	Vehicles	0	21,255	0	0	21,255
117	10007506	Veh 08 Ford Crown Victoria	11/2/2007	21,255	21,255	Vehicles	0	21,255	0	0	21,255
118	10007507	Veh 08 Chevy Colorado 4X4	4/2/2008	13,203	13,203	Vehicles	0	13,203	0	0	13,203
119	10007706	2009 Crown Vic	9/30/2009	23,454	23,454	Vehicles	0	23,454	0	0	23,454
120	10007800	2010 Ford Crown Vic	9/30/2010	24,879	24,879	Vehicles	0	24,879	0	0	24,879
121	10007801	2010 Ford Crown Vic	9/30/2010	24,879	24,879	Vehicles	0	24,879	0	0	24,879
122	10007804	Impala 105	9/30/2010	19,286	19,286	Vehicles	0	19,286	0	0	19,286
123	10007909	2011 Ford Crown Vic	9/30/2011	27,469	27,469	Vehicles	0	27,469	0	0	27,469
124	10007910	2011 Ford Crown Vic	9/30/2011	27,469	27,469	Vehicles	0	27,469	0	0	27,469
125	10007912	Chevy Impala	9/30/2011	19,419	19,419	Vehicles	0	19,419	0	0	19,419
126	10007913	2011 Ford Explorer	9/30/2011	24,139	24,139	Vehicles	0	24,139	0	0	24,139
127	10007914	Equinox	9/30/2011	21,387	21,387	Vehicles	0	21,387	0	0	21,387
128	10008009	2012 Chevy Caprice	9/30/2012	30,893	30,893	Vehicles	0	30,893	0	0	30,893
129	10008010	2012 Chevy Caprice	9/30/2012	30,893	30,893	Vehicles	0	30,893	0	0	30,893
130	10008011	2012 Chevy Caprice	9/30/2012	30,893	30,893	Vehicles	0	30,893	0	0	30,893
131	10008012	2012 Chevy Caprice	9/30/2012	30,893	30,893	Vehicles	0	30,893	0	0	30,893
132	10008013	2012 Chevy Caprice	9/30/2012	30,893	30,893	Vehicles	0	30,893	0	0	30,893
133	10008014	2012 Chevy Caprice	9/30/2012	30,893	30,893	Vehicles	0	30,893	0	0	30,893
134	10008015	2012 Chevy Caprice	9/30/2012	31,367	31,367	Vehicles	0	31,367	0	0	31,367
135	10008016	2012 F150	9/30/2012	19,528	19,528	Vehicles	0	19,528	0	0	19,528
136	10008017	2012 Chevy Malibu	9/30/2012	19,186	19,186	Vehicles	0	19,186	0	0	19,186
137	10008018	2012 Chevy Impala	9/30/2012	24,258	24,258	Vehicles	0	24,258	0	0	24,258
138	10008020	2012 Chevy Pu	9/30/2012	18,133	18,133	Vehicles	0	18,133	0	0	18,133
139	10008021	2012 For Taurus	9/30/2012	22,446	22,446	Vehicles	0	22,446	0	0	22,446
140	10008028	2012 Chevy Colorado	9/30/2012	18,064	18,064	Vehicles	0	18,064	0	0	18,064
141	10008081	2012 Chevy Caprice Graphics	9/30/2013	394	394	Mach. & Equip.	394	0	0	0	394
142	10008082	Chevy Caprice Graphics	9/30/2013	394	394	Mach. & Equip.	394	0	0	0	394
143	10008083	2012 Chevy Caprice Graphics	9/30/2013	394	394	Mach. & Equip.	394	0	0	0	394
144	10008084	2012 Chevy Caprice Graphics	9/30/2013	394	394	Mach. & Equip.	394	0	0	0	394
145	10008085	2012 Chevy Caprice Graphics	9/30/2013	394	394	Mach. & Equip.	394	0	0	0	394
146	10008086	2012 Chevy Caprice Graphics	9/30/2013	394	394	Mach. & Equip.	394	0	0	0	394
147	10008087	2012 Chevy Caprice Graphics	9/30/2013	394	394	Mach. & Equip.	394	0	0	0	394
148	10008088	Chevy Caprice Graphics	9/30/2013	1,114	1,114	Mach. & Equip.	1,114	0	0	0	1,114
149	10008089	Chevy Caprice Graphics	9/30/2013	1,114	1,114	Mach. & Equip.	1,114	0	0	0	1,114
150	10008090	Chevy Caprice Graphics	9/30/2013	1,114	1,114	Mach. & Equip.	1,114	0	0	0	1,114
151	10008091	Chevy Caprice Graphics	9/30/2013	1,114	1,114	Mach. & Equip.	1,114	0	0	0	1,114
152	10008092	Chevy Caprice Graphics	9/30/2013	1,114	1,114	Mach. & Equip.	1,114	0	0	0	1,114
153	10008093	Chevy Caprice Graphics	9/30/2013	1,114	1,114	Mach. & Equip.	1,114	0	0	0	1,114
154	10008094	Chevy Caprice Graphics	9/30/2013	1,114	1,114	Mach. & Equip.	1,114	0	0	0	1,114
155	10008109	Ford F150	9/30/2013	19,084	19,084	Vehicles	0	19,084	0	0	19,084
156	10008114	Ford Fusion	9/30/2013	19,639	19,639	Vehicles	0	19,639	0	0	19,639
157	10008249	2013 Chevy Caprice	9/30/2014	32,386	32,386	Vehicles	0	32,386	0	0	32,386
158	10008250	2013 Chevy Caprice	9/30/2014	32,386	32,386	Vehicles	0	32,386	0	0	32,386
159	10008251	2013 Chevy Caprice	9/30/2014	32,386	32,386	Vehicles	0	32,386	0	0	32,386
160	10008252	2013 Chevy Caprice	9/30/2014	32,386	32,386	Vehicles	0	32,386	0	0	32,386
161	10008253	2013 Chevy Caprice	9/30/2014	32,386	32,386	Vehicles	0	32,386	0	0	32,386
162	10008254	2013 Chevy Caprice	9/30/2014	32,386	32,386	Vehicles	0	32,386	0	0	32,386
163	10008255	2013 Chevy Caprice	9/30/2014	32,594	32,594	Vehicles	0	32,594	0	0	32,594
164	10008256	2014 Chevy Caprice	9/30/2014	33,476	33,476	Vehicles	0	33,476	0	0	33,476
165	10008257	2014 Chevy Caprice	9/30/2014	33,476	33,476	Vehicles	0	33,476	0	0	33,476

Appendix 1
City of Ormond Beach
Police Facilities Impact Fee Analysis

Inventory of Existing Capital Equipment, Vehicles and Facilities [1]

Line No.	Asset #	Description	Date Acq.	Acq. Cost	LTD Accum Depreciation	Asset Allocation Factor	Machinery & Equipment	Major Vehicles	Facilities & Other Capital Equipment	Excluded	Total Historical Cost
166	10008258	2014 Chevy Caprice	9/30/2014	33,476	33,476	Vehicles	0	33,476	0	0	33,476
167	10008259	2014 Chevy Caprice	9/30/2014	33,476	33,476	Vehicles	0	33,476	0	0	33,476
168	10008260	2014 Chevy Caprice	9/30/2014	33,476	33,476	Vehicles	0	33,476	0	0	33,476
169	10008261	2014 Chevy Caprice	9/30/2014	33,476	33,476	Vehicles	0	33,476	0	0	33,476
170	10008262	2014 Chevy Caprice	9/30/2014	33,476	33,476	Vehicles	0	33,476	0	0	33,476
171	10008263	2014 Chevy Caprice	9/30/2014	33,476	33,476	Vehicles	0	33,476	0	0	33,476
172	10008264	2013 Chevy Caprice	9/30/2014	24,766	24,766	Vehicles	0	24,766	0	0	24,766
173	10008329	2014 Chevy Caprice	9/30/2015	33,215	33,215	Vehicles	0	33,215	0	0	33,215
174	10008330	2014 Chevy Caprice	9/30/2015	33,215	33,215	Vehicles	0	33,215	0	0	33,215
175	10008331	2014 Chevy Caprice	9/30/2015	33,215	33,215	Vehicles	0	33,215	0	0	33,215
176	10008332	2014 Chevy Caprice	9/30/2015	33,215	33,215	Vehicles	0	33,215	0	0	33,215
177	10008333	2014 Chevy Caprice	9/30/2015	33,215	33,215	Vehicles	0	33,215	0	0	33,215
178	10008334	2015 Chevy Impala	9/30/2015	20,577	20,577	Vehicles	0	20,577	0	0	20,577
179	10008335	2015 Chevy Malibu	9/30/2015	18,758	18,758	Vehicles	0	18,758	0	0	18,758
180	10008336	2015 Ford Taurus	9/30/2015	22,542	22,542	Vehicles	0	22,542	0	0	22,542
181	10008337	2015 Ford Transit Connect	9/30/2015	18,718	18,718	Vehicles	0	18,718	0	0	18,718
182	10008338	2015 Ford Transit Connect	9/30/2015	21,668	21,668	Vehicles	0	21,668	0	0	21,668
183	10008510	2016 Ford Transit Cargo	9/30/2016	30,731	30,731	Vehicles	0	30,731	0	0	30,731
184	10008513	2016 Chevy Cruze	9/30/2016	17,455	17,455	Vehicles	0	17,455	0	0	17,455
185	10008515	2016 Ford F150	9/30/2016	19,599	19,599	Vehicles	0	19,599	0	0	19,599
186	10008517	2016 Ford F150	9/30/2016	19,599	19,599	Vehicles	0	19,599	0	0	19,599
187	10008518	2016 Ford F150	9/30/2016	24,991	24,991	Vehicles	0	24,991	0	0	24,991
188	10008521	2014 Chevy Caprice	9/30/2016	29,858	29,858	Vehicles	0	29,858	0	0	29,858
189	10008523	2017 Harley Davidson	9/30/2016	33,921	33,921	Vehicles	0	33,921	0	0	33,921
190	20000003	2017 FORD TRANSIT	11/8/2016	22,385	22,385	Vehicles	0	22,385	0	0	22,385
191	20000004	2015 CHEVY CAPRICE PATROL VEHICLE	3/9/2017	24,998	24,998	Vehicles	0	24,998	0	0	24,998
192	20000034	2017 FORD F-150 TRUCK	9/19/2017	20,769	20,769	Vehicles	0	20,769	0	0	20,769
193	20000035	#4 HARLEY DAVIDSON MOTORCYCLES	6/2/2017	34,343	34,343	Vehicles	0	34,343	0	0	34,343
194	20000036	#4 HARLEY DAVIDSON MOTORCYCLES	6/2/2017	33,007	33,007	Vehicles	0	33,007	0	0	33,007
195	20000037	#4 HARLEY DAVIDSON MOTORCYCLES	6/2/2017	31,931	31,931	Vehicles	0	31,931	0	0	31,931
196	20000038	2017 CHEVROLET CAPRICE	8/9/2017	37,861	37,861	Vehicles	0	37,861	0	0	37,861
197	20000039	2017 CHEVROLET CAPRICE	8/9/2017	41,415	41,415	Vehicles	0	41,415	0	0	41,415
198	20000040	2017 Chevrolet Caprice Patrol Car	8/30/2017	38,548	38,548	Vehicles	0	38,548	0	0	38,548
199	20000041	2017 FORD EXPLORER	9/19/2017	41,253	41,253	Vehicles	0	41,253	0	0	41,253
200	20000042	2017 FORD F-150 TRUCK	8/28/2017	20,769	20,769	Vehicles	0	20,769	0	0	20,769
201	20000051	LIGHTBARS/CHARGERS/PUDDLE LIGHTSDODGECAR	8/8/2017	19,138	19,138	Vehicles	0	19,138	0	0	19,138
202	20000111	2018 DODGE CHARGER	10/20/2017	24,372	21,935	Vehicles	0	24,372	0	0	24,372
203	20000112	2018 dodge charger	10/20/2017	25,892	23,303	Vehicles	0	25,892	0	0	25,892
204	20000113	2018 dodge charger	10/20/2017	28,880	25,992	Vehicles	0	28,880	0	0	28,880
205	20000120	2018 DODGE CHARGER	4/26/2018	24,148	21,733	Vehicles	0	24,148	0	0	24,148
206	20000186	2018 HARLEY DAVIDSON	6/9/2018	22,700	20,430	Vehicles	0	22,700	0	0	22,700
207	20000205	2019 DODGE CHARGER FLEET	3/18/2019	51,833	36,283	Vehicles	0	51,833	0	0	51,833
208	20000206	2019 DODGE CHARGER FLEET	3/18/2019	32,352	22,646	Vehicles	0	32,352	0	0	32,352
209	20000207	2019 DODGE CHARGER FLEET	3/26/2019	32,060	22,442	Vehicles	0	32,060	0	0	32,060
210	20000208	2019 DODGE CHARGER FLEET	3/18/2019	40,311	28,217	Vehicles	0	40,311	0	0	40,311
211	20000251	2019 DODGE CHARGER*POLICE	12/27/2018	24,924	17,447	Vehicles	0	24,924	0	0	24,924
212	20000300	TRUCKS (INCLUDING, DIESEL, GASOLINE, ELE	1/2/2020	5,300	2,650	Mach. & Equip.	5,300	0	0	0	5,300
213	20000317	2019 DODGE CHARGER 2C3CDXAG7KG748480	12/31/2019	24,924	12,462	Vehicles	0	24,924	0	0	24,924
214	20000318	2020 DODGE DURANGO SN 1C4RDJFG7LC369835	7/28/2020	47,619	23,810	Vehicles	0	47,619	0	0	47,619
215	20000319	2020 DODGE DURANGO SN 1C4RDJFG6LC30878	7/28/2020	28,181	14,091	Vehicles	0	28,181	0	0	28,181
216	20000320	2020 DODGE DURANGO SN 1C4RDJFG4LC308	7/28/2020	28,181	14,091	Vehicles	0	28,181	0	0	28,181
217	20000321	2020 DODGE DURANGO	8/13/2020	28,181	14,091	Vehicles	0	28,181	0	0	28,181
218	20000387	2020 DODGE DURANGO S/N 1C4RDJFG3LC37130	10/6/2020	55,247	16,574	Vehicles	0	55,247	0	0	55,247
219	20000388	2020 DODGE DURANGO S/N1C4RDJFG5LC371308	10/6/2020	58,140	17,442	Vehicles	0	58,140	0	0	58,140
220	20000389	2021 DODGE CHGR*PD PATROL CAR & ACCESSOR	7/20/2021	57,720	17,316	Vehicles	0	57,720	0	0	57,720

Appendix 1
City of Ormond Beach
Police Facilities Impact Fee Analysis

Inventory of Existing Capital Equipment, Vehicles and Facilities [1]

Line No.	Asset #	Description	Date Acq.	Acq. Cost	LTD Accum Depreciation	Asset Allocation Factor	Machinery & Equipment	Major Vehicles	Facilities & Other Capital Equipment	Excluded	Total Historical Cost
221	20000390	2021 DODGE CHGR*PD PATROL CAR & ACCESSOR	7/20/2021	56,702	17,011	Vehicles	0	56,702	0	0	56,702
222	20000391	2021 DODGE CHGR*PD PATROL CAR & ACCESSOR	7/20/2021	60,590	18,177	Vehicles	0	60,590	0	0	60,590
223	20000552	2021 DODGE CHARGER S/N 2C3CDXKG3MH653	12/22/2021	31,212	3,121	Vehicles	0	31,212	0	0	31,212
224	20000553	2021 ELECTRA GLIDE MOTORCYCLE	10/27/2021	19,300	1,930	Vehicles	0	19,300	0	0	19,300
225	20000556	2022 FORD POLICE INTER VIN#GB50779*FLEE	9/13/2022	33,168	3,317	Vehicles	0	33,168	0	0	33,168
226	20000557	2022 FORD POLICE GOV VIN#GB48051*FLEET	9/13/2022	33,168	3,317	Vehicles	0	33,168	0	0	33,168
227	20000558	2022 FORD POLICE GOV VIN#GB48462*FLEET	9/13/2022	33,168	3,317	Vehicles	0	33,168	0	0	33,168
228	20000559	2022 FORD POLICE INTER VIN#GB50683*FLEET	9/13/2022	33,168	3,317	Vehicles	0	33,168	0	0	33,168
229	20000560	2022 FORD POLICE GOV VIN#GB50132*FLEET	9/23/2022	33,168	3,317	Vehicles	0	33,168	0	0	33,168
230	20000561	2022 FORD POLICE INTER VIN#GB48076*FLEE	9/23/2022	33,168	3,317	Vehicles	0	33,168	0	0	33,168
231	20000562	2022 FORD POLICE GOV VIN#GB48095*FLEET	9/23/2022	33,168	3,317	Vehicles	0	33,168	0	0	33,168
232	20000622	2021 DODGE CHARGER POLICE PATROL	11/22/2021	30,113	3,011	Vehicles	0	30,113	0	0	30,113
233	10002933	Land 179 Tomoka Ave Bowles Property	12/10/2001	350	0	Mach. & Equip.	350	0	0	0	350
234	10002937	Title Search*Bowles (Police Sta Parking	12/7/2001	125	0	Mach. & Equip.	125	0	0	0	125
235	10002938	Land - 170 West Granada Blvd	9/30/1975	24,588	0	Facilities	0	0	24,588	0	24,588
236	10002939	Police - Land - Was Old 194 W Granada Bl	9/30/1974	15,000	0	Facilities	0	0	15,000	0	15,000
237	10002949	Property Appraisal - Southern Appraisal	2/11/1999	850	0	Excluded	0	0	0	850	850
238	10004540	Cmplx-Pal House/Waldo O Berry Heritage P	10/1/2000	1	0	Facilities	0	0	1	0	1
239	10004549	Cmplx Pal House/Cirelli-Scofield Prop Ti	4/19/1996	8,006	0	Facilities	0	0	8,006	0	8,006
240	10004552	Cmplx Pal House Forfeiture Land Value (D	4/19/1996	3,750	0	Facilities	0	0	3,750	0	3,750
241		Total		$7,536,777	$5,786,857		$422,303	$3,185,118	$3,638,947	$290,409	$7,536,777

Footnotes:
[1] Fixed assets as of September 30, 2022 as provided by the City.

SECTION 4 – FIRE PROTECTION FACILITIES IMPACT FEE

General

This section provides a discussion of the development and design of the impact fee for fire capital facilities. Included in this section is a discussion of the level of service requirements and capital costs included as the basis for the determination of the fee level and the design of the fee proposed to be applied to new growth within the City.

Level of Service Requirements

There is currently no formally adopted level of service for the City's fire protection facilities; however, it is the City's intent to maintain staffing levels that provide services to all developed areas in order to be able to respond to service calls within a specified time period to maintain the City's Insurance Services Office (ISO) property insurance rating of 3/3X in the community. ISO ratings are a measure a fire departments ability to provide service to the community and are based on a survey across key areas including water supply, personnel, communication systems, etc. A score of 1 is the highest a department can achieve while 10 is the lowest. The City's rating of Class 3/3X is a hybrid and means most residences and businesses are within 5 miles of a fire station and 1,000 feet of a hydrant but some outlying areas are greater than 5 miles but not more than 7 miles from a station and still within 1,000 of a hydrant. Regarding response times, whether a call is fire or EMS related, it is necessary to reach property and residents of the City within a response time standard to maximize the effectiveness of fire suppression activities and/or emergency medical care. The City currently has an average response time of approximately 6.5 minutes with approximately 75% of calls being responded to in eight (8) minutes or less. In discussions with City staff, it was determined that the existing staffing levels of the City can provide adequate fire rescue services for the existing and future daily average population of the City.

Presently, the City has 48 full-time primary personnel budgeted for 2023 as shown on Table 4-1 and below.

Primary Personnel	Summary of Existing Personnel
Fire Chief	1.0
Deputy Fire Chief	1.0
Fire Battalion Commander	3.0
Captain	12.0
Driver Engineer	12.0
Firefighters	18.0
Office Manager (Support)	1.0
Total Current Full-Time Personnel	**48.0**

Based on the primary personnel listed above, the level of service in terms of the number of direct fire personnel per 1,000 residents is 1.05.

Existing Investment in Department

In the development of the fee, the original costs of the existing assets and any grant funding or contributions towards those assets were considered. The City's existing assets are categorized by major type and are summarized below. Since eligible impact fee costs under the Florida Impact Fee Act are limited to major capital items, certain costs are

excluded from the impact fee analysis including items such as uniforms, radios, and other equipment items that do not have a minimum five- (5) year life.

Existing City Investment in Fire Assets [1]			
Description	Original Cost	Allocation to Impact Fee	Allocated Costs
Machinery and Equipment	$703,577	0.0%	$0
Major Vehicles	3,233,125	100.0%	3,233,125
Other Capital Equipment and Facilities	5,087,047	100.0%	5,087,047
Subtotal	$9,023,749	92.2%	$8,320,172
Grant Funded Assets	($0)	100.0%	($0)
Net Recoverable Costs	**$9,023,749**	**92.2%**	**$8,320,172**

[1] Amounts as shown on Table 4-2.

As shown above, of the $9,023,749 in fire department assets, $8,320,172 of major assets are included in the calculation of the impact fee. Additionally, based on information provided by the City, the department has received no grant funding and capital contributions which could offset the capital costs included in the proposed impact fees

Planned Future Investment in Department

In the development of the proposed impact fees, the following capital improvement requirements were provided by the City. Along with the City's existing investment in fire rescue assets, these capital requirements are anticipated and designed to maintain the department's ability to provide service to the City's existing and future population levels and fulfill the identified level of service standards. The City's capital requirements are categorized by type of expenditure and are summarized below.

Projected Future City Investment in Fire Service (Capital Plan) [1]			
Description	Total Capital Improvements	Adjustments	Adjusted Total
Station Alerting	$240,000	($240,000)	$0
Fire Station 91 and 93 Generator	250,000	(250,000)	0
Point to Point Wireless Upgrades	27,000	(27,000)	0
Brush Truck Replacement	175,000	0	175,000
Bunker Gear Dryers	14,000	(14,000)	0
Quint Fire Apparatus	1,000,000	(581,831)	481,169
Brush Attack Apparatus	25,000	0	25,000
Planned Future City Investment in Fire Assets	**$1,731,000**	**($1,049,831)**	**$681,169**

[1] Amounts as provided by City staff and are shown on Table 4-3.

As can be seen above, the City anticipates spending $681,169 in order to further develop capital-related fire rescue facilities to provide the desired LOS to the City as it grows through 2040. This amount is net of adjustments associated with replacement related capital projects as shown on Table 4-3.

Total Capital Costs

Table 4-4 summarizes the existing and future capital investment in the fire rescue department. The total capital costs included in the calculation of the fire impact fee is $9,001,341.

Summary of Capital Costs [1]	
	Total Projected Investment
Machinery and Equipment	$0
Major Vehicles and Vehicle-related Equipment	3,233,125
Other Capital Equipment and Facilities	5,087,047
Subtotal	$8,320,172
Proposed Capital Additions	681,169
Subtotal	$9,001,341
Grant Adjustments	($0)
Total Allocated Costs	**$9,001,341**

Design of Fire Protection Facilities Impact Fee

The method used to determine the fire facilities impact fee is a combination of the improvements-driven method and buy-in method as the recoupment of a portion of existing investments available to serve new growth and the costs associated with adding additional capacity to service the City's future needs are recognized. This method was based upon a three- (3) step process. Table 4-6 helps to illustrate the results of the approach. The following is a brief description of the method used in this study.

- Development of Total Capital Need – Based on discussions with the City and the LOS requirements related to the maintenance of first response time, existing and the incremental facilities and related costs to serve the population through the forecast period reflected in the analysis were developed.

- Allocation of Capital Costs to Customer Classes – This step allocates the total capital costs to provide fire facilities between residential and non-residential based upon call demand.

- Calculation of Cost per Equivalent Impact Fee Unit – Once capital costs are allocated between residential and non-residential land uses, they are summarized and presented as a unit of measure basis; per dwelling unit for residential and per 1,000 square feet for non-residential. The allocation of the non-residential land uses are based upon a "functional population." Table 4-6 provides a detailed listing of the proposed impact fees and their appropriate land use and measures.

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FIRE PROTECTION FACILITIES IMPACT FEE ASSUMPTIONS

The development of the fire impact fees required several assumptions. The major assumptions used in the development of the proposed impact fees are as follows:

1. In the development of the capital costs to serve growth, the total existing and projected major capital costs of providing fire facilities were developed as described previously based on existing asset records and proposed capital expenditures through 2040. The total existing and projected investment of $9.0 million was the cost basis used in the development of the fees.

2. The estimated capital base costs or reserved service capacity, allocable to all customer classes were allocated between the residential and non-residential customer classes based on historical call data. Non-residential classes were then allocated between five (5) customer classes: Industrial / Warehousing, Institutional, Hotel / Motel, Office Buildings, and Retail based on "functional population" estimates. The concept of functional population is incorporated in order to spread capital costs more equitably between non-residential land uses. Businesses place demands on fire facilities in the same manner as residents do, and it is equitable to spread these costs based on the average number of people expected to be present. For the non-residential uses, the allocation is calculated based on the average amount of time spent at each non-residential class and is determined using traffic generations, estimated employment data, and operational details. The net result is the total number of person hours per location as derived from Table 2-2 in Section 2. The costs are calculated on a per person basis and then applied to the non-residential land-uses based upon the respective functional population coefficient.

IMPACT FEE CALCULATION

Based on the above-referenced assumptions, the allocated capital facilities considered necessary to maintain the level of service requirements, and the residential units and land use projections of the City, the fire impact fees for the residential and non-residential customer classifications were estimated. As shown in Table 4-6 at the end of this section, the cost per equivalent impact fee unit by customer classification was calculated. The following summarizes the proposed fire impact fees:

Proposed Residential Fire Impact Fee		
Description	Impact Unit	Proposed
Single-family	Dwelling Unit	$292.00
Multi-family	Dwelling Unit	262.00
Mobile Homes	Dwelling Unit	240.00

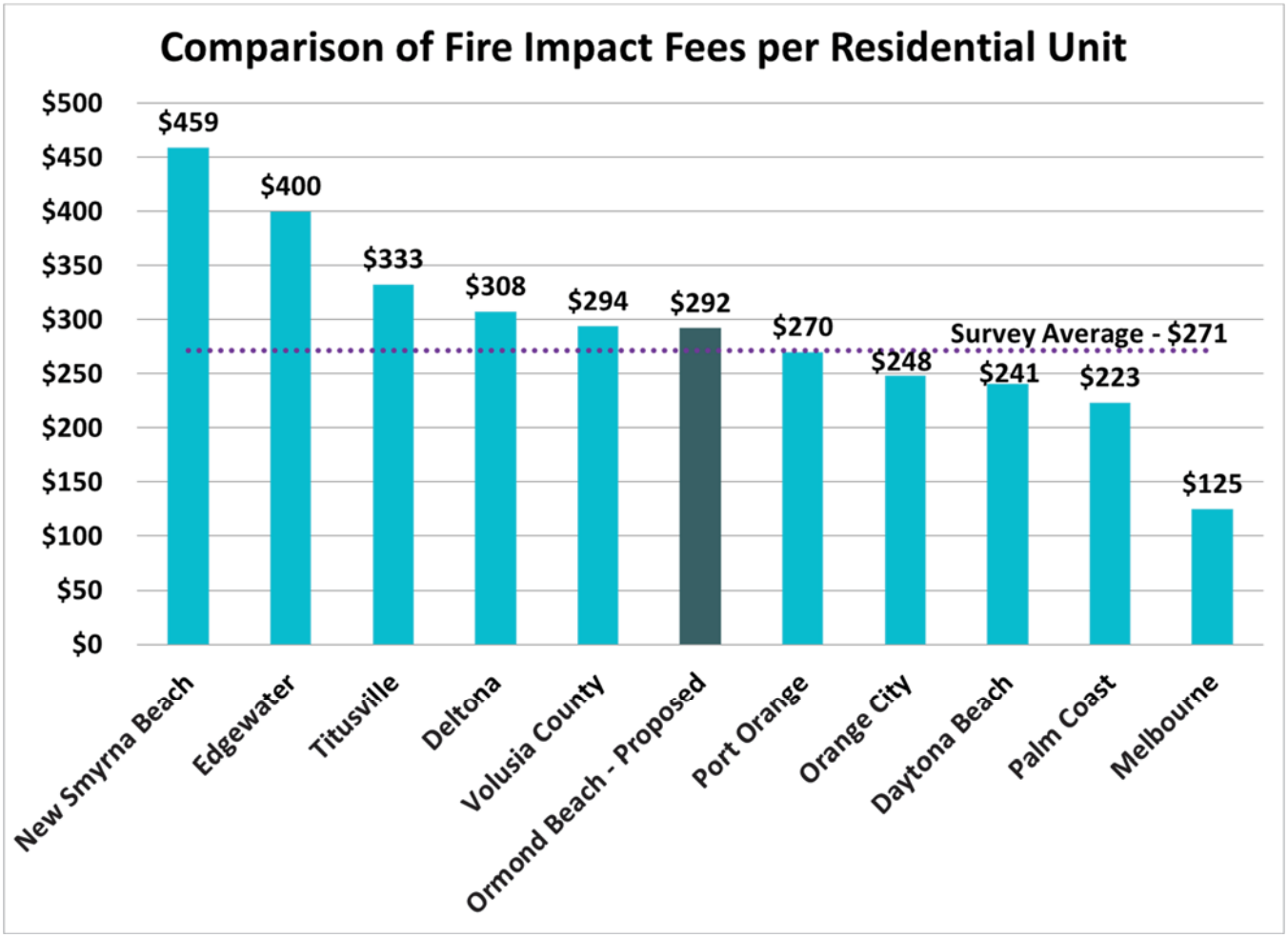
Proposed Non-residential Fire Impact Fees		
Description	Impact Unit	Proposed Fee
Industrial / Warehousing	Per Square Foot	$0.019
Institutional	Per Square Foot	$0.320
Hotel / Motel	Per Room	$167.00
Office Buildings	Per Square Foot	$0.245
Retail	Per Square Foot	$0.432

Taking into account the methodology used for the determination of the fee and the estimates associated with determining the capital needs of the City, it is concluded that the proposed impact fee utilizing the City's LOS standard are reasonable. It should be noted that in the development of the fee per equivalent impact fee unit, that no credits associated with developer land dedication or other similar activities have been recognized. Also, it should be noted that the proposed incremental capital improvements are stated in Fiscal Year 2022 dollars and do not include any inflationary allowances.

In the development of the cost per equivalent impact fee unit, it was determined that the rate should be applied on a "per dwelling unit" basis for the residential classes and primarily on a "per square footage" of commercial development for the non-residential class. These factors are common throughout the state as the equivalent impact fee unit for fee determination. The use of these equivalency factors was based on discussions with the City, comparisons of fee applicability provisions of neighboring jurisdictions, and promotion of administrative simplicity.

Impact Fee Comparisons

In order to provide the City additional information about the proposed impact fees, a comparison of the proposed fees for the City and those charged by other neighboring jurisdictions were prepared. Table 4-7 at the end of this section and the chart below summarize the impact fees for fire facilities charged by other communities with the proposed rates of the City.



Section 4
City of Ormond Beach
Fire Protection Facilties Impact Fee Analysis

List of Tables

Table	Description
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4-2	Summary of Existing Capital Equipment, Vehicles, and Facilities
4-3	Inventory of Proposed Capital Equipment, Vehicles, and Facilities
4-4	Summary of Capital Costs to Provide Fire Protection Facilities
4-5	Historical 2021 & 2022 Fire Call Data by Property Use
4-6	Impact Fee Design
4-7	Fire Protection Facilities Impact Fee Comparison

Table 4-1
City of Ormond Beach
Fire Protection Facilties Impact Fee Analysis

Summary of Existing Personnel

Line No.		Existing Personnel [1]	Allocation Basis	Achieved LOS
	Personnel			
1	Fire Chief	1.0		
2	Deputy Fire Chief	1.0		
3	Fire Battalion Commander	3.0		
4	Captain	12.0		
5	Driver Engineer	12.0		
6	Firefighters	18.0		
7	**Total Personnel**	47.0	Per 1,000 Population	1.05
	Support			
8	Office Manager (Support)	1.0		
9	**Total Support**	1.0		
10	**Total Personnel & Support**	48.0		

Footnotes:

[1] As provided in the Fiscal Year 2023 Budget.

Table 4-2
City of Ormond Beach
Fire Protection Facilties Impact Fee Analysis

Summary of Existing Capital Equipment, Vehicles, and Facilities

Line No.	Description	Estimated Costs [1]	Allocation to Existing Units	Allocated Costs	Total Firefighters Served [2]	Average Cost Per Firefighter
	Machinery & Equipment					
1	General Equipment	$703,577	0.0%	$0	47.0	$0
2	**Major Vehicles & Vehicle Related Equipment**	3,233,125	100.0%	3,233,125	47.0	68,790
	Other Capital Equipment and Facilities					
3	Land, Building and Other Major Capital Equipment	5,087,047	100.0%	5,087,047	47.0	108,235
4	Subtotal Other Capital Equipment and Facilities	$9,023,749	92.2%	$8,320,172		$177,025
5	**Grants Funded / Contributed Assets**	$0	100.0%	$0	47.0	$0
6	**Total Adjusted Existing Capital Investment**	$9,023,749	92.2%	$8,320,172		$177,025

Footnotes:

[1] Amounts shown based on cost information provided by the City and detailed in Appendix 2.

[2] Based on existing number of firefighters as shown on Table 4-1.

Table 4-3
City of Ormond Beach
Fire Protection Facilties Impact Fee Analysis

Inventory of Proposed Capital Equipment, Vehicles, and Facilities [1]

Line No.	Description	FY 23 - 27 Total	Adjustments	Adjusted Total	New, R&R, or Upgrade
1	Station Alerting [2]	$240,000	($240,000)	$0	R&R
2	Fire Station 91 & 93 Generator [2]	250,000	(250,000)	0	R&R
4	Point to Point Wireless Upgrades [2]	27,000	(27,000)	0	R&R
5	Brush Truck	175,000	0	175,000	New
6	Bunker Gear Dryers [3]	14,000	(14,000)	0	Upgrade
7	Quint Fire Apparatus [4]	1,000,000	(518,831)	481,169	Upgrade
8	Brush Attack Apparatus	25,000	0	25,000	Upgrade
10	**Total Capital Improvements**	$1,731,000	($1,049,831)	$681,169	

Footnotes:
[1] Capital improvement plan as provided by the department.
[2] Renewal and replacement cost improvements have excluded from the impact fee calculation.
[3] Equipment projects have been excluded from the impact fee calculation.
[4] Adjustment shown to remove value of existing apparatus being replaced.

Table 4-4
City of Ormond Beach
Fire Protection Facilties Impact Fee Analysis

Summary of Capital Costs to Provide Fire Protection Facilities

Line No.	Description	Total Cost [1]
	Recoupment Costs	
1	Machinery & Equipment	$0
2	Major Vehicles & Fire Fighting Equipment	3,233,125
3	Other Capital Equipment & Facilities	5,087,047
4	Total Recoupment Costs	$8,320,172
	Proposed Capital Additions	
5	Major Vehicles & Facilities	$681,169
6	Total Proposed Costs	$681,169
	Additional Cost or Adjustments	
7	Less Historical Capital Grants Received	$0
8	Less Proposed Future Capital Grants	0
9	Total Additional Costs or Adjustments	$0
10	Total Capital Costs	$9,001,341

Footnotes:

[1] Total estimated capital costs in Table 4-2 and Table 4-3.

Table 4-5
City of Ormond Beach
Fire Protection Facilties Impact Fee Analysis

Historical 2021 & 2022 Fire Call Data by Property Use [1]

Line No.	Property Use	2021 Count	2022 Count	Total	Percent of Total
1	Total Residential Calls	8,893	4,875	13,768	61.3%
2	Total Non-residential Calls	5,512	3,184	8,696	38.7%
3	Total Calls	14,405	8,059	22,464	100.0%

Footnotes:
[1] Call data as provided by the department.

Table 4-6
City of Ormond Beach
Fire Protection Facilties Impact Fee Analysis

Impact Fee Design

Line No.	Land Use	Unit of Measure	Functional Pop. Factor	Persons per Unit	Base Cost per Person [2]	Base Cost per Unit	Variable Cost Per Unit [3]	Proposed Impact Fee (Rounded)
	Residential							
1	Single Family	Dwelling Unit	0.625769	2.53	$96.81	$153.54	$138.24	$292.00
2	Multi-Family	Dwelling Unit	0.625769	2.05	96.81	124.15	138.24	262.00
3	Mobile Home	Dwelling Unit	0.625769	1.68	96.81	101.85	138.24	240.00
	Non-Residential							
4	Industrial/Warehousing	1,000 Sq Ft	0.097620	N/A	$96.81	$9.45	$9.78	$19.00
5	Institutional	1,000 Sq Ft	1.625049	N/A	96.81	157.32	162.75	320.00
6	Hotel/Motel	Rooms	0.850099	N/A	96.81	82.30	85.14	167.00
7	Office Buildings	1,000 Sq Ft	1.244734	N/A	96.81	120.50	124.66	245.00
8	Retail	1,000 Sq Ft	2.190880	N/A	96.81	212.10	219.42	432.00

9 Should none of the above land uses adequately define a proposed non-residential development as determined by the City Manager, at the Manager's discretion the following average charge p
non-residential development is considered appropriate:

		Non-residential
10		
11	Total Cost per Person [Base] [1]	$96.81
12	Percent Allocable to Resident	62.58%
13	Amount Allocable to the Resident	$60.58
14	Amount Allocable to Non-residential	$36.23
15	Plus Cost per Person [Variable] [2]	100.15
16	Amount Allocable to Non-residential	$136.38
17	Square Feet of Non-residential Development per Persor	300.00
18	Persons per 1,000 Square Feet	3.33
19	Average Cost per 1,000 Square Feet of Non-residential Developmen	$454.00

Table 4-6
City of Ormond Beach
Fire Protection Facilties Impact Fee Analysis

Impact Fee Design

Line No.	Land Use	Unit of Measure	Functional Pop. Factor	Persons per Unit	Base Cost per Person [2]	Base Cost per Unit	Variable Cost Per Unit [3]	Proposed Impact Fee (Rounded)

Footnotes

[1] Coefficients as shown on Table 2-2.

[2] Total Base Capacity estimated as follows:

Total Estimated Capital Costs - Investment in Fire Services	$9,001,341
Percent Base Capacity	50%
Total Estimated Base Capacity Costs	$4,500,670
Total Population 2026	46,491
Total Cost per Person	$96.81

[3] Variable Cost per Unit estimated as follows:

Total Estimated Capital Costs - Investment in Fire Services	$9,001,341
Less Amount allocated to Base Capacity	4,500,670
Total Variable Cost	$4,500,671
Percent Residential (Historical)	61.29%
Total Residential Costs	$2,758,424
Total Non-residential Costs	$1,742,247
Residential Variable Allocation	
Total Residential Costs	$2,758,424
2026 Estimated Units	19,953
Variable Cost per Unit	$138.24
Non-residential Variable Allocation	
Total Non-residential Costs	$1,742,247
Effective 2026 Non-residential Population	17,397
Variable Cost per Unit	$100.15

Table 4-7
City of Ormond Beach
Fire Protection Facilities Impact Fee Analysis

Fire Protection Facilities Impact Fee Comparison [*]

Line No.	Municipality	Fire
1	Ormond Beach - Existing	N/A
2	Ormond Beach - Proposed	$292.00
3	New Smyrna Beach	$459.00
4	Daytona Beach	$241.00
5	DeLand	$82.00
6	Deltona	$307.50
7	Edgewater	$400.03
8	Melbourne	$125.00
9	Orange City	$248.33
10	Palm Coast	$223.38
11	Port Orange	$270.00
12	Titusville	$332.66
13	Volusia County	$293.73
14	Average Fee	$271.15
15	Median Fee	$271.03

[*] As of October 2021

Appendix 2
City of Ormond Beach
Fire Protection Facilties Impact Fee Analysis

Existing Capital Equipment, Vehicles, & Facilities [1]

Line No.	Category	Asset #	Description	Date Acq.	Acq. Cost	LTD Depreciation	Asset Allocation Factor	Machinery & Equipment	Major Vehicles	Facilities & Other Capital Equipment	Excluded	Total Historical Cost
1	Station Information	10000005	Fire Station 94 2301 Airport Road	3/7/1989	$5,350	$0	Facilities	$0	$0	$5,350	$0	$5,350
2	Station Information	10000006	Fire Station 94 2301 Airport Road	6/30/1993	456,174	456,174	Facilities	0	0	456,174	0	456,174
3	Station Information	10000007	Fire Station 94 Hurricane Rollup Shutter	6/6/2001	20,105	17,290	Facilities	0	0	20,105	0	20,105
4	Station Information	10001060	1995 Frghtliner Fl60	11/8/1994	136,978	136,978	Vehicles	0	136,978	0	0	136,978
5	Station Information	10001061	1995 Frghtliner Fl60	11/1/1994	610	610	Vehicles	0	610	0	0	610
6	Station Information	10002608	Fire Station 93 300 Wilmette Ave	8/3/1998	21,021	0	Facilities	0	0	21,021	0	21,021
7	Station Information	10002609	Fire Station 93 Architectual Services	9/30/1999	54,371	51,109	Facilities	0	0	54,371	0	54,371
8	Station Information	10002610	Fire Station 93 Irrigation/Landscape	5/17/2000	23,284	20,956	Facilities	0	0	23,284	0	23,284
9	Station Information	10002611	Fire Station 93 - Original Land Purchase	6/15/1988	44,686	0	Facilities	0	0	44,686	0	44,686
10	Station Information	10002612	Fire Station 93 Install Sign	4/27/2000	2,080	1,872	Facilities	0	0	2,080	0	2,080
11	Station Information	10002613	Fire Station 93 Crane Rental	3/31/2000	210	189	Facilities	0	0	210	0	210
12	Station Information	10002614	Fire Station 93 Additional Strwtr Modeli	1/20/2000	870	783	Facilities	0	0	870	0	870
13	Station Information	10002615	Fire Station 93 Sign	10/20/1999	235	212	Facilities	0	0	235	0	235
14	Station Information	10002616	Fire Station 93 Architectural Service	5/5/2000	41,956	37,760	Facilities	0	0	41,956	0	41,956
15	Station Information	10002617	Fire Station 93 Engineering Services	5/3/2000	3,520	3,168	Facilities	0	0	3,520	0	3,520
16	Station Information	10002618	Fire Station 93 Construction	10/27/1999	605,285	544,757	Facilities	0	0	605,285	0	605,285
17	Station Equipment	10002619	Fire Station No 93 Real Estate Taxes	5/10/1999	164	0	Facilities	0	0	164	0	164
18	Station Equipment	10002629	Eqp Robot For Fire Safety Training	6/11/1999	7,450	7,450	Mach. & Equip.	7,450	0	0	0	7,450
19	Station Equipment	10002637	Rst 69 General Cargo Truck	5/16/2000	7,500	7,500	Vehicles	0	7,500	0	0	7,500
20	Station Equipment	10002638	Rst Water Tank Polyprene Brush Truck (06	9/1/2000	5,606	5,606	Vehicles	0	5,606	0	0	5,606
21	Station Equipment	10003850	Gen 00 Katolight D50Fjj4 Generator	11/21/2000	9,943	9,943	Mach. & Equip.	9,943	0	0	0	9,943
22	Station Equipment	10003860	Veh 01 Chevy 1/2 Ton 8 Passenger Van	8/7/2001	20,640	20,640	Vehicles	0	20,640	0	0	20,640
23	Station Equipment	10005143	Fire Station 92 189 S Nova Rd (Old Cemet	4/15/2004	14,430	10,678	Facilities	0	0	14,430	0	14,430
24	Station Equipment	10005144	Fire Station 92 Geotechnical Services	6/23/2004	3,730	2,760	Facilities	0	0	3,730	0	3,730
25	Station Equipment	10005145	Fire Station 92 Excavation	6/23/2004	1,783	1,319	Facilities	0	0	1,783	0	1,783
26	Station Equipment	10005146	Fire Station 92 Pre-Construction	8/2/2004	3,865	2,860	Facilities	0	0	3,865	0	3,865
27	Station Equipment	10005147	Fire Station 92 Design	9/30/2004	55,320	40,937	Facilities	0	0	55,320	0	55,320
28	Station Equipment	10005148	Fire Station 92 Pre-Construction	12/13/2004	7,835	5,485	Facilities	0	0	7,835	0	7,835
29	Station Equipment	10005149	Fire Station 92 Architectural Services	9/22/2003	4,500	3,510	Facilities	0	0	4,500	0	4,500
30	Station Equipment	10005150	Fire Station 92 Design	2/1/2005	9,676	6,773	Facilities	0	0	9,676	0	9,676
31	Station Equipment	10005151	Fire Station 92 Construction	4/7/2005	39,234	27,464	Facilities	0	0	39,234	0	39,234
32	Station Equipment	10005152	Fire Station 92 Construction	4/22/2005	44,516	31,161	Facilities	0	0	44,516	0	44,516
33	Station Equipment	10005153	Fire Station 92 Furnish/Deliver All Door	5/5/2005	1,940	1,358	Facilities	0	0	1,940	0	1,940
34	Station Equipment	10005154	Fire Station 92 Construction	5/11/2005	84,349	59,044	Facilities	0	0	84,349	0	84,349
35	Station Equipment	10005155	Fire Station 92 Construction	6/10/2005	69,745	48,822	Facilities	0	0	69,745	0	69,745
36	Station Equipment	10005156	Fire Station 92 All ""Electrical""	7/28/2005	233	163	Facilities	0	0	233	0	233
37	Station Equipment	10005157	Fire Station 92 ""Electrical""	7/28/2005	1,006	704	Facilities	0	0	1,006	0	1,006
38	Station Equipment	10005158	Fire Station 92 All ""Electrical""	7/28/2005	740	518	Facilities	0	0	740	0	740
39	Station Equipment	10005159	Fire Station 92 All ""Electrical""	7/28/2005	235	165	Facilities	0	0	235	0	235
40	Station Equipment	10005160	Fire Station 92 All Trusses	7/28/2005	18,450	12,915	Facilities	0	0	18,450	0	18,450
41	Station Equipment	10005161	Fire Station 92 All Airvac System	7/28/2005	11,510	8,057	Facilities	0	0	11,510	0	11,510
42	Station Equipment	10005162	Fire Station 92 Construction	8/3/2005	74,883	52,418	Facilities	0	0	74,883	0	74,883
43	Station Equipment	10005163	Fire Station 92 All ""Brick""	7/28/2005	3,427	2,399	Facilities	0	0	3,427	0	3,427
44	Station Equipment	10005164	Fire Station 92 All ""Electrical""	7/28/2005	3,873	2,711	Facilities	0	0	3,873	0	3,873
45	Station Equipment	10005165	Fire Station 92 All ""Electrical""	7/28/2005	1,030	721	Facilities	0	0	1,030	0	1,030
46	Station Equipment	10005166	Fire Station 92 ""Electrical""	7/28/2005	3,649	2,554	Facilities	0	0	3,649	0	3,649
47	Station Equipment	10005167	Fire Station 92 All ""Electrical""	7/28/2005	1,375	963	Facilities	0	0	1,375	0	1,375
48	Station Equipment	10005168	Fire Station 92 Construction	7/6/2005	78,977	55,284	Facilities	0	0	78,977	0	78,977
49	Station Equipment	10005169	Fire Station 92 Attorney Fee For Gob Iss	12/11/2003	510	377	Facilities	0	0	510	0	510
50	Station Equipment	10005170	Fire Station 92 All ""Electrical""	6/30/2005	743	520	Facilities	0	0	743	0	743
51	Station Equipment	10005171	Fire Station 92 All ""Electrical""	6/30/2005	792	555	Facilities	0	0	792	0	792
52	Station Equipment	10005172	Fire Station 92 All ""Electrical""	6/30/2005	794	556	Facilities	0	0	794	0	794
53	Station Equipment	10005173	Fire Station 92 All ""Electrical""	6/30/2005	345	242	Facilities	0	0	345	0	345
54	Station Equipment	10005174	Fire Station 92 All ""Electrical""	6/30/2005	525	368	Facilities	0	0	525	0	525
55	Station Equipment	10005175	Fire Station 92 Construction	6/29/2005	325	228	Facilities	0	0	325	0	325
56	Station Equipment	10005176	Fire Station 92 All ""Electrical""	6/29/2005	950	665	Facilities	0	0	950	0	950
57	Station Equipment	10005177	Fire Station 92 All ""Brick""	6/29/2005	3,215	2,251	Facilities	0	0	3,215	0	3,215

Appendix 2
City of Ormond Beach
Fire Protection Facilties Impact Fee Analysis

Existing Capital Equipment, Vehicles, & Facilities [1]

Line No.	Category	Asset #	Description	Date Acq.	Acq. Cost	LTD Depreciation	Asset Allocation Factor	Machinery & Equipment	Major Vehicles	Facilities & Other Capital Equipment	Excluded	Total Historical Cost
58	Station Equipment	10005178	Fire Station 92 189 S Nova Road (Old Cem	6/24/1976	108,000	0	Facilities	0	0	108,000	0	108,000
59	Station Equipment	10005179	Fire Station 92 Metal Roofing Materials	8/16/2005	34,909	24,436	Facilities	0	0	34,909	0	34,909
60	Station Equipment	10005180	Fire Station 92 Design	8/16/2005	6,426	4,498	Facilities	0	0	6,426	0	6,426
61	Station Equipment	10005181	Fire Station 92 Construction Materials	8/17/2005	320	224	Facilities	0	0	320	0	320
62	Station Equipment	10005182	Fire Station 92 All Doors, Frames	8/18/2005	1,140	798	Facilities	0	0	1,140	0	1,140
63	Station Equipment	10005183	Fire Station 92 Construction	9/12/2005	169,255	118,479	Facilities	0	0	169,255	0	169,255
64	Station Equipment	10005184	Fire Station 92 Carrier Hvac Equipment	9/14/2005	3,198	2,239	Facilities	0	0	3,198	0	3,198
65	Station Equipment	10005185	Fire Station 92 Metal Roofing Materials	9/14/2005	25,388	17,772	Facilities	0	0	25,388	0	25,388
66	Station Equipment	10005186	Fire Station 92 Fob Jobsite All Doors, F	9/14/2005	1,110	777	Facilities	0	0	1,110	0	1,110
67	Station Equipment	10005187	Fire Station 92 Inspection Photos	8/12/2005	9	6	Facilities	0	0	9	0	9
68	Station Equipment	10005188	Fire Station 92 Bricks	6/8/2005	3,215	2,251	Facilities	0	0	3,215	0	3,215
69	Station Equipment	10005189	Fire Station 92 All Drywall & Stucco	9/27/2005	3,506	2,454	Facilities	0	0	3,506	0	3,506
70	Station Equipment	10005190	Fire Station 92 Dectron Hvac Equipment	9/21/2005	798	559	Facilities	0	0	798	0	798
71	Station Equipment	10005191	Fire Station 92 Construction	9/30/2005	83,004	58,103	Facilities	0	0	83,004	0	83,004
72	Station Equipment	10005192	Fire Station 92 Design	9/30/2005	5,355	3,749	Facilities	0	0	5,355	0	5,355
73	Station Equipment	10005193	Fire Station 92 Construction Materials	9/30/2005	72	50	Facilities	0	0	72	0	72
74	Station Equipment	10005194	Fire Station 92 All ""Electrical""	6/21/2005	1,659	1,161	Facilities	0	0	1,659	0	1,659
75	Station Equipment	10005195	Fire Station 92 Construction	9/30/2005	435	305	Facilities	0	0	435	0	435
76	Station Equipment	10005196	Fire Station 92 Construction	9/30/2005	65	46	Facilities	0	0	65	0	65
77	Station Equipment	10005197	Fire Station 92 All ""Electrical""	9/23/2005	786	550	Facilities	0	0	786	0	786
78	Station Equipment	10005198	Fire Station 92 Dectron Hvac Equipment	11/2/2005	16,060	10,600	Facilities	0	0	16,060	0	16,060
79	Station Equipment	10005199	Fire Station 92 Construction	11/17/2005	150,930	99,614	Facilities	0	0	150,930	0	150,930
80	Station Equipment	10005200	Fire Station 92 Sign	10/4/2005	490	323	Facilities	0	0	490	0	490
81	Station Equipment	10005201	Fire Station 92 All Doors, Frames &	12/8/2005	6,560	4,330	Facilities	0	0	6,560	0	6,560
82	Station Equipment	10005202	Fire Station 92 Architectural	12/8/2005	12,200	8,052	Facilities	0	0	12,200	0	12,200
83	Vehicle and Apparatus	10005203	Fire Station 92 Carrier Hvac Equipment	12/8/2005	11,345	7,488	Facilities	0	0	11,345	0	11,345
84	Vehicle and Apparatus	10005204	Fire Station 92 Survey - July 1988 (G.O.	7/1/1988	350	0	Facilities	0	0	350	0	350
85	Vehicle and Apparatus	10005205	Fire Station 92 Bricks For Fire Station	6/3/2005	3,427	2,399	Facilities	0	0	3,427	0	3,427
86	Vehicle and Apparatus	10005206	Fire Station 92 Construction	12/20/2005	94,665	62,479	Facilities	0	0	94,665	0	94,665
87	Vehicle and Apparatus	10005207	Fire Station 92 Gear Mobile 3-Pack Bunke	12/29/2005	5,640	3,722	Mach. & Equip.	5,640	0	0	0	5,640
88	Vehicle and Apparatus	10005208	Fire Station 92 All Doors, Frames	12/22/2005	3,755	2,478	Facilities	0	0	3,755	0	3,755
89	Vehicle and Apparatus	10005209	Fire Station 92 All Doors, Frames	12/22/2005	616	407	Facilities	0	0	616	0	616
90	Vehicle and Apparatus	10005210	Fire Station 92 Construction	12/22/2005	519	343	Facilities	0	0	519	0	519
91	Vehicle and Apparatus	10005211	Fire Station 92 Engineering	12/22/2005	529	349	Facilities	0	0	529	0	529
92	Vehicle and Apparatus	10005212	Fire Station 92 Engineering	12/22/2005	65	43	Facilities	0	0	65	0	65
93	Vehicle and Apparatus	10005213	Fire Station 92 Engineering	12/22/2005	75	50	Facilities	0	0	75	0	75
94	Vehicle and Apparatus	10005214	Fire Station 92 Design	12/29/2005	3,660	2,416	Facilities	0	0	3,660	0	3,660
95	Vehicle and Apparatus	10005215	Fire Station 92 2"" Horizontal Blinds, W	1/27/2006	1,299	857	Facilities	0	0	1,299	0	1,299
96	Vehicle and Apparatus	10005216	Fire Station 92 All ""Electrical""	2/1/2006	110	73	Facilities	0	0	110	0	110
97	Vehicle and Apparatus	10005217	Fire Station 92 Engineering	2/1/2006	145	96	Facilities	0	0	145	0	145
98	Vehicle and Apparatus	10005218	Fire Station 92 Engineering	2/14/2006	3,666	2,420	Facilities	0	0	3,666	0	3,666
99	Vehicle and Apparatus	10005219	Fire Station 92 Carts, Mailbox, Ladder,	2/14/2006	380	251	Facilities	0	0	380	0	380
100	Vehicle and Apparatus	10005220	Fire Station 92 Shelves For Handicap Res	2/14/2006	16	11	Facilities	0	0	16	0	16
101	Vehicle and Apparatus	10005221	Fire Station 92 Networking Materials	2/14/2006	52	34	Facilities	0	0	52	0	52
102	Vehicle and Apparatus	10005222	Fire Station 92 Shelving Units	2/14/2006	380	251	Facilities	0	0	380	0	380
103	Vehicle and Apparatus	10005223	Fire Station 92 Waste Baskets, Lamps, Ch	2/14/2006	292	192	Facilities	0	0	292	0	292
104	Vehicle and Apparatus	10005224	Fire Station 92 Bunker Gear Storage	2/14/2006	302	199	Facilities	0	0	302	0	302
105	Vehicle and Apparatus	10005225	Fire Station 92 Shelving Supplies	2/14/2006	151	100	Facilities	0	0	151	0	151
106	Vehicle and Apparatus	10005226	Fire Station 92 Mats,Clocks,Kitchen Item	2/14/2006	367	242	Facilities	0	0	367	0	367
107	Vehicle and Apparatus	10005227	Fire Station 92 Silk Plant	2/14/2006	49	32	Facilities	0	0	49	0	49
108	Vehicle and Apparatus	10005228	Fire Station 92 Sheets,Art,Clocks,Flatwa	2/14/2006	174	115	Facilities	0	0	174	0	174
109	Vehicle and Apparatus	10005229	Fire Station 92 Side Tables, Drill Bit	2/14/2006	182	120	Facilities	0	0	182	0	182
110	Apparatus Equipment	10005230	Fire Station 92 Construction	2/16/2006	24,004	15,843	Facilities	0	0	24,004	0	24,004
111	Apparatus Equipment	10005231	Fire Station 92 Stereopatch Cable For Ra	2/16/2006	53	35	Facilities	0	0	53	0	53
112	Apparatus Equipment	10005232	Fire Station 92 Engineering	2/16/2006	170	112	Facilities	0	0	170	0	170
113	Apparatus Equipment	10005233	Fire Station 92 Office Chair, Big & Tall	2/17/2006	252	166	Facilities	0	0	252	0	252
114	Apparatus Equipment	10005234	Fire Station 92 All Carpet, Vinyl Tile	2/28/2006	3,540	2,336	Facilities	0	0	3,540	0	3,540
115	Apparatus Equipment	10005235	Fire Station 92 Pgt Windows	2/28/2006	8,083	5,334	Facilities	0	0	8,083	0	8,083

Appendix 2
City of Ormond Beach
Fire Protection Facilties Impact Fee Analysis

Existing Capital Equipment, Vehicles, & Facilities [1]

Line No.	Category	Asset #	Description	Date Acq.	Acq. Cost	LTD Depreciation	Asset Allocation Factor	Machinery & Equipment	Major Vehicles	Facilities & Other Capital Equipment	Excluded	Total Historical Cost
116	Apparatus Equipment	10005236	Fire Station 92 Pgt Windows	2/28/2006	683	451	Facilities	0	0	683	0	683
117	Apparatus Equipment	10005237	Fire Station 92 Framing & Matting Of 2 A	3/6/2006	196	129	Facilities	0	0	196	0	196
118	Apparatus Equipment	10005238	Fire Station 92 Dry Erase Board, 4X8	3/8/2006	254	168	Facilities	0	0	254	0	254
119	Apparatus Equipment	10005239	Fire Station 92 Dispatch System	3/9/2006	1,219	804	Facilities	0	0	1,219	0	1,219
120	Apparatus Equipment	10005240	Fire Station 92 All Plumbing	3/15/2006	206	136	Facilities	0	0	206	0	206
121	Apparatus Equipment	10005241	Fire Station 92 All Plumbing	3/15/2006	39	26	Facilities	0	0	39	0	39
122	Apparatus Equipment	10005242	Fire Station 92 All Plumbing	3/15/2006	3,722	2,457	Facilities	0	0	3,722	0	3,722
123	Apparatus Equipment	10005243	Fire Station 92 All Plumbing	3/15/2006	101	67	Facilities	0	0	101	0	101
124	Apparatus Equipment	10005244	Fire Station 92 All Plumbing	3/15/2006	335	221	Facilities	0	0	335	0	335
125	Apparatus Equipment	10005245	Fire Station 92 Men, Women, Capt, Div Ch	3/16/2006	134	88	Facilities	0	0	134	0	134
126	Apparatus Equipment	10005246	Fire Station 92 Restroom, Conference/Tra	3/16/2006	156	103	Facilities	0	0	156	0	156
127	Apparatus Equipment	10005247	Fire Station 92 Wiring Contract	1/11/2006	4,997	3,298	Facilities	0	0	4,997	0	4,997
128	Apparatus Equipment	10005248	Fire Station 92 Architectural	1/13/2006	4,000	2,640	Facilities	0	0	4,000	0	4,000
129	Apparatus Equipment	10005249	Fire Station 92 42"" 3-Dwr Lateral File,	1/18/2006	684	451	Facilities	0	0	684	0	684
130	Apparatus Equipment	10005250	Fire Station 92 Table Oval, Laminate Wil	1/18/2006	349	230	Facilities	0	0	349	0	349
131	Apparatus Equipment	10005251	Fire Station 92 Arm Chair, Freestanding,	1/18/2006	288	190	Facilities	0	0	288	0	288
132	Apparatus Equipment	10005252	Fire Station 92 Cluster Corner Table, Ch	1/18/2006	141	93	Facilities	0	0	141	0	141
133	Apparatus Equipment	10005253	Fire Station 92 Conference Lo-Bk Caster	1/18/2006	1,746	1,152	Facilities	0	0	1,746	0	1,746
134	Apparatus Equipment	10005254	Fire Station 92 Omni Side Chair,M-Bk,Woo	1/18/2006	478	316	Facilities	0	0	478	0	478
135	Apparatus Equipment	10005255	Fire Station 92 Omni Side Chair, M-Bk, M	1/18/2006	631	417	Facilities	0	0	631	0	631
136	Apparatus Equipment	10005256	Fire Station 92 Construction	8/5/2006	478	315	Facilities	0	0	478	0	478
137	Apparatus Equipment	10005257	Fire Station 92 Straight Table, Laminate	1/18/2006	91	60	Facilities	0	0	91	0	91
138	Apparatus Equipment	10005258	Fire Station 92 Installation Cost	1/18/2006	1,764	1,164	Facilities	0	0	1,764	0	1,764
139	Apparatus Equipment	10005259	Fire Station 92 Shipping Charges	1/18/2006	511	337	Facilities	0	0	511	0	511
140	Apparatus Equipment	10005260	Fire Station 92 Alpha 72"" Desk, Left Pe	1/18/2006	561	370	Facilities	0	0	561	0	561
141	Apparatus Equipment	10005261	Fire Station 92 Alpha 48"" Return, Right	1/18/2006	196	129	Facilities	0	0	196	0	196
142	Apparatus Equipment	10005262	Fire Station 92 Alpha 66"" Credenza Righ	1/18/2006	240	158	Facilities	0	0	240	0	240
143	Apparatus Equipment	10005263	Fire Station 92 Alpha 62"" Hutch, Wild C	1/18/2006	289	191	Facilities	0	0	289	0	289
144	Apparatus Equipment	10005264	Fire Station 92 Alpha 44"" Hutch, Wild C	1/18/2006	251	165	Facilities	0	0	251	0	251
145	Apparatus Equipment	10005265	Fire Station 92 Alpha 48"" Bridge, Wild	1/18/2006	83	55	Facilities	0	0	83	0	83
146	Apparatus Equipment	10005266	Fire Station 92 Alpha 72"" Bookcase, 6 S	1/18/2006	360	238	Facilities	0	0	360	0	360
147	Apparatus Equipment	10005267	Fire Station 92 Alpha 48"" Bookcase, 4 S	1/18/2006	129	85	Facilities	0	0	129	0	129
148	Apparatus Equipment	10005268	Fire Station 92 Alpha 48"" Dia Conftable	1/18/2006	203	134	Facilities	0	0	203	0	203
149	Apparatus Equipment	10005269	Fire Station 92 24""Dx60""W Workstation,	1/18/2006	2,167	1,430	Facilities	0	0	2,167	0	2,167
150	Apparatus Equipment	10005270	Fire Station 92 Keydwr W/Swivel/Mouse Tr	1/18/2006	255	168	Facilities	0	0	255	0	255
151	Apparatus Equipment	10005271	Fire Station 92 Pencil Dwr, Low Profile,	1/18/2006	55	36	Facilities	0	0	55	0	55
152	Apparatus Equipment	10005272	Fire Station 92 Hutch Light	1/18/2006	127	84	Facilities	0	0	127	0	127
153	Apparatus Equipment	10005273	Fire Station 92 R11 Captain'S Bed, W/4 D	1/18/2006	2,282	1,506	Facilities	0	0	2,282	0	2,282
154	Apparatus Equipment	10005274	Fire Station 92 R11 24"" Night Stand,Sgl	1/18/2006	154	101	Facilities	0	0	154	0	154
155	Apparatus Equipment	10005275	Fire Station 92 Installation Cost	1/18/2006	1,024	676	Facilities	0	0	1,024	0	1,024
156	Apparatus Equipment	10005276	Fire Station 92 Whirlpool 21 Cu Ftrefrig	1/18/2006	1,100	726	Facilities	0	0	1,100	0	1,100
157	Apparatus Equipment	10005277	Fire Station 92 Frigidaire Dishwasher, W	1/18/2006	350	231	Facilities	0	0	350	0	350
158	Apparatus Equipment	10005278	Fire Station 92 Kitchenaid Washer, White	1/18/2006	400	264	Facilities	0	0	400	0	400
159	Apparatus Equipment	10005279	Fire Station 92 Ge Hood, 30"" 3Way, Whit	1/18/2006	40	26	Facilities	0	0	40	0	40
160	Apparatus Equipment	10005280	Fire Station 92 Installation And Deliver	1/18/2006	150	99	Facilities	0	0	150	0	150
161	Apparatus Equipment	10005281	Fire Station 92 Sealy Posturpedic Kuleto	1/18/2006	1,072	708	Facilities	0	0	1,072	0	1,072
162	Apparatus Equipment	10005282	Fire Station 92 Construction	1/18/2006	83,217	54,923	Facilities	0	0	83,217	0	83,217
163	Apparatus Equipment	10005283	Fire Station 92 Shelving, Wire, Connecto	1/19/2006	397	262	Facilities	0	0	397	0	397
164	Apparatus Equipment	10005284	Fire Station 92 Magic Chef Glass Top Ran	1/24/2006	430	284	Facilities	0	0	430	0	430
165	Apparatus Equipment	10005285	Fire Station 92 Ice Machine And Storage	1/24/2006	2,375	1,568	Facilities	0	0	2,375	0	2,375
166	Apparatus Equipment	10005286	Fire Station 92 Twin Murphy Bed Incherry	1/27/2006	1,025	677	Facilities	0	0	1,025	0	1,025
167	Apparatus Equipment	10005287	Fire Station 92 Construction	3/2/2006	27,681	18,269	Facilities	0	0	27,681	0	27,681
168	Apparatus Equipment	10005288	Fire Station 92 Install Wall Mirrors In	5/18/2006	700	462	Facilities	0	0	700	0	700
169	Apparatus Equipment	10005289	Fire Station 92 Install Monument Sign	4/20/2006	450	297	Facilities	0	0	450	0	450
170	Apparatus Equipment	10005290	Fire Station 92 Routed Lettering Monumen	4/20/2006	490	323	Facilities	0	0	490	0	490
171	Apparatus Equipment	10005291	Fire Station 92 24"" City Logos Monument	4/20/2006	490	323	Facilities	0	0	490	0	490
172	Apparatus Equipment	10005292	Fire Station 92 Electrical Services	11/28/2005	278	184	Facilities	0	0	278	0	278
173	Apparatus Equipment	10005293	Fire Station 92 Prof Services	11/28/2005	516	341	Facilities	0	0	516	0	516

Appendix 2
City of Ormond Beach
Fire Protection Facilties Impact Fee Analysis

Existing Capital Equipment, Vehicles, & Facilities [1]

Line No.	Category	Asset #	Description	Date Acq.	Acq. Cost	LTD Depreciation	Asset Allocation Factor	Machinery & Equipment	Major Vehicles	Facilities & Other Capital Equipment	Excluded	Total Historical Cost
174	Apparatus Equipment	10005294	Fire Station 92 Relocation Exp Hall Cons	11/30/2006	5,680	3,522	Facilities	0	0	5,680	0	5,680
175	Apparatus Equipment	10005295	Fire Station 92 Shipping Charges	1/27/2006	20	13	Facilities	0	0	20	0	20
176	Apparatus Equipment	10005296	Fire Station 92 Frame/Matt Pictures	1/23/2006	485	320	Facilities	0	0	485	0	485
177	Apparatus Equipment	10005297	Fire Station 92 Office Furniture	1/20/2006	1,350	891	Facilities	0	0	1,350	0	1,350
178	Apparatus Equipment	10005298	Fire Station 92 Office Furniture	1/19/2006	2,457	1,622	Facilities	0	0	2,457	0	2,457
179	Apparatus Equipment	10005299	Fire Station 92 Security, Fire Safety Se	1/27/2006	1,219	804	Facilities	0	0	1,219	0	1,219
180	Apparatus Equipment	10005300	Fire Station 92 Office Furnishings	9/2/2006	122	80	Facilities	0	0	122	0	122
181	Apparatus Equipment	10005301	Fire Station 92 Office Furnishings	8/30/2006	508	335	Facilities	0	0	508	0	508
182	Apparatus Equipment	10005302	Fire Station 92 Construction	3/16/2006	6,593	4,351	Facilities	0	0	6,593	0	6,593
183	Apparatus Equipment	10005303	Fire Art Sculpture Aluminum Artist:Linda	8/17/2006	10,000	0	Facilities	0	0	10,000	0	10,000
184	Apparatus Equipment	10005304	Fire Art Sculpture Aluminum Artist:Linda	11/8/2006	10,000	0	Facilities	0	0	10,000	0	10,000
185	Apparatus Equipment	10005305	Fire Art Sculpture Aluminum Artist:Linda	1/13/2008	12,000	0	Facilities	0	0	12,000	0	12,000
186	Apparatus Equipment	10005307	Fire Station 91 364 S Atlantic Ave (Beac	6/15/2004	1,250	0	Facilities	0	0	1,250	0	1,250
187	Apparatus Equipment	10005308	Fire Station 91 Phase I Site Assessment	7/7/2004	2,000	0	Facilities	0	0	2,000	0	2,000
188	Apparatus Equipment	10005309	Fire Station 91 Title Search 4 Parcels O	5/5/2004	150	0	Facilities	0	0	150	0	150
189	Apparatus Equipment	10005310	Fire Station 91 Fed Ex For Plans	8/24/2004	9	6	Facilities	0	0	9	0	9
190	Apparatus Equipment	10005311	Fire Station 91 Fed Ex For Plans	8/24/2004	6	5	Facilities	0	0	6	0	6
191	Apparatus Equipment	10005312	Fire Station 91 Architectural Services	3/18/2008	2,400	1,392	Facilities	0	0	2,400	0	2,400
192	Apparatus Equipment	10005313	Fire Station 91 Design Final Payment	9/30/2007	5,400	3,348	Facilities	0	0	5,400	0	5,400
193	Apparatus Equipment	10005314	Fire Station 91 Engineering Services	8/5/2005	100	70	Facilities	0	0	100	0	100
194	Apparatus Equipment	10005315	Fire Station 91 Bond Counsel Costs	9/30/2005	2,500	1,750	Facilities	0	0	2,500	0	2,500
195	Apparatus Equipment	10005316	Fire Station 91 Plan Copies	10/8/2004	15	10	Facilities	0	0	15	0	15
196	Apparatus Equipment	10005317	Fire Station 91 Appraisal On Granada / S	10/22/2004	5,500	0	Facilities	0	0	5,500	0	5,500
197	Apparatus Equipment	10005318	Fire Station 91 Plans Legal Ad	1/5/2005	92	64	Facilities	0	0	92	0	92
198	Apparatus Equipment	10005319	Fire Station 91 Survey Emergency Signal	5/5/2005	17,440	12,208	Facilities	0	0	17,440	0	17,440
199	Apparatus Equipment	10005320	Fire Station 91 Furnishings Hall Constru	10/27/2006	1,022	634	Facilities	0	0	1,022	0	1,022
200	Apparatus Equipment	10005321	Fire Station 91 Pre-Construction Service	6/10/2005	1,499	1,049	Facilities	0	0	1,499	0	1,499
201	Apparatus Equipment	10005322	Fire Station 91 Survey Emergency Signal	6/21/2005	49,525	34,668	Facilities	0	0	49,525	0	49,525
202	Apparatus Equipment	10005323	Fire Station 91 Geotechnical Exploration	6/27/2005	2,886	2,020	Facilities	0	0	2,886	0	2,886
203	Apparatus Equipment	10005324	Fire Station 91 Pre-Construction Service	7/18/2005	7,244	5,071	Facilities	0	0	7,244	0	7,244
204	Apparatus Equipment	10005325	Fire Station 91 Furnishings Communicatio	10/13/2006	1,404	871	Facilities	0	0	1,404	0	1,404
205	Apparatus Equipment	10005326	Fire Station 91 Survey Emergency Signal	8/16/2005	4,840	3,388	Facilities	0	0	4,840	0	4,840
206	Apparatus Equipment	10005327	Fire Station 91 Pre-Construction Service	8/17/2005	2,498	1,749	Facilities	0	0	2,498	0	2,498
207	Apparatus Equipment	10005328	Fire Station 91 Playground Design Servic	11/12/2007	32,955	19,114	Facilities	0	0	32,955	0	32,955
208	Apparatus Equipment	10005329	Fire Station 91 Mast Arm Signal Geotechn	9/13/2005	1,245	872	Facilities	0	0	1,245	0	1,245
209	Apparatus Equipment	10005330	Fire Station 91 Pre-Construction Service	9/16/2005	1,249	874	Facilities	0	0	1,249	0	1,249
210	Apparatus Equipment	10005331	Fire Station 91 Impact Fees - Volusia Co	9/16/2005	6,620	4,634	Excluded	0	0	0	6,620	6,620
211	Apparatus Equipment	10005332	Fire Station 91 Land Exchange	11/22/2004	389,309	0	Facilities	0	0	389,309	0	389,309
212	Apparatus Equipment	10005333	Fire Station 91 Closing Cost For Land	11/10/2004	25,000	0	Facilities	0	0	25,000	0	25,000
213	Apparatus Equipment	10005334	Fire Station 91 Prof Services	4/27/2005	14,828	10,380	Facilities	0	0	14,828	0	14,828
214	Apparatus Equipment	10005335	Fire Station 91 Fed Ex For Plans	2/18/2005	7	5	Facilities	0	0	7	0	7
215	Apparatus Equipment	10005336	Fire Station 91 Construction	7/30/2005	4,759	3,331	Facilities	0	0	4,759	0	4,759
216	Apparatus Equipment	10005337	Fire Station 91 Construction	5/31/2005	8,634	6,044	Facilities	0	0	8,634	0	8,634
217	Apparatus Equipment	10005338	Fire Station 91 Npdes Permit	4/14/2005	150	105	Facilities	0	0	150	0	150
218	Apparatus Equipment	10005339	Fire Station 91 Stormwater Permit	4/14/2005	350	245	Facilities	0	0	350	0	350
219	Apparatus Equipment	10005340	Fire Station 91 Survey Emergency Signal	9/30/2005	3,860	2,702	Facilities	0	0	3,860	0	3,860
220	Apparatus Equipment	10005341	Fire Station 91 Construction Payment #1	9/30/2005	40,064	28,045	Facilities	0	0	40,064	0	40,064
221	Apparatus Equipment	10005342	Fire Station 91 Construction	11/17/2005	40,136	26,490	Facilities	0	0	40,136	0	40,136
222	Apparatus Equipment	10005343	Fire Station 91 All Rebar	12/8/2005	3,210	2,119	Facilities	0	0	3,210	0	3,210
223	Apparatus Equipment	10005344	Fire Station 91 Financial Advisory Servi	4/4/2005	5,898	4,129	Facilities	0	0	5,898	0	5,898
224	Apparatus Equipment	10005345	Fire Station 91 Bond Issue Costs	3/15/2005	348	243	Facilities	0	0	348	0	348
225	Apparatus Equipment	10005346	Fire Station 91 Issue Costs	3/15/2005	11,250	7,875	Facilities	0	0	11,250	0	11,250
226	Apparatus Equipment	10005347	Fire Station 91 Construction	12/20/2005	70,239	46,358	Facilities	0	0	70,239	0	70,239
227	Apparatus Equipment	10005348	Fire Station 91 Construction Materials T	12/22/2005	228	150	Facilities	0	0	228	0	228
228	Apparatus Equipment	10005349	Fire Station 91 Construction Materials T	12/22/2005	76	50	Facilities	0	0	76	0	76
229	Apparatus Equipment	10005350	Fire Station 91 All Doors, Frames	12/22/2005	1,320	871	Facilities	0	0	1,320	0	1,320
230	Apparatus Equipment	10005351	Fire Station 91 All Rebar	12/22/2005	9,480	6,257	Facilities	0	0	9,480	0	9,480
231	Apparatus Equipment	10005352	Fire Station 91 Survey Emergency Signal	12/29/2005	3,160	2,086	Facilities	0	0	3,160	0	3,160

Appendix 2
City of Ormond Beach
Fire Protection Facilties Impact Fee Analysis

Existing Capital Equipment, Vehicles, & Facilities [1]

Line No.	Category	Asset #	Description	Date Acq.	Acq. Cost	LTD Depreciation	Asset Allocation Factor	Machinery & Equipment	Major Vehicles	Facilities & Other Capital Equipment	Excluded	Total Historical Cost
232	Apparatus Equipment	10005353	Fire Station 91 All Airvac System	2/1/2006	7,842	5,176	Facilities	0	0	7,842	0	7,842
233	Apparatus Equipment	10005354	Fire Station 91 All Doors, Frames	2/1/2006	240	158	Facilities	0	0	240	0	240
234	Apparatus Equipment	10005355	Fire Station 91 All Precast Concrete	2/9/2006	5,000	3,300	Facilities	0	0	5,000	0	5,000
235	Apparatus Equipment	10005356	Fire Station 91 All Precast Concrete	2/9/2006	6,312	4,166	Facilities	0	0	6,312	0	6,312
236	Apparatus Equipment	10005357	Fire Station 91 Construction Materials T	2/14/2006	180	119	Facilities	0	0	180	0	180
237	Apparatus Equipment	10005358	Fire Station 91 Construction Materials T	2/14/2006	60	40	Facilities	0	0	60	0	60
238	Apparatus Equipment	10005359	Fire Station 91 Survey Emergency Signal	2/14/2006	3,670	2,422	Facilities	0	0	3,670	0	3,670
239	Apparatus Equipment	10005360	Fire Station 91 Construction	2/16/2006	45,114	29,775	Facilities	0	0	45,114	0	45,114
240	Apparatus Equipment	10005361	Fire Station 91 Construction Materials T	2/16/2006	156	103	Facilities	0	0	156	0	156
241	Apparatus Equipment	10005362	Fire Station 91 Construction Materials T	2/16/2006	95	63	Facilities	0	0	95	0	95
242	Apparatus Equipment	10005363	Fire Station 91 Construction Materials T	3/7/2006	185	122	Facilities	0	0	185	0	185
243	Apparatus Equipment	10005364	Fire Station 91 Survey Emergency Signal	3/13/2006	2,440	1,610	Facilities	0	0	2,440	0	2,440
244	Apparatus Equipment	10005365	Fire Station 91 Construction	3/14/2006	20,290	13,391	Facilities	0	0	20,290	0	20,290
245	Apparatus Equipment	10005366	Fire Station 91 Lights & Gear Electric	3/15/2006	2,136	1,410	Facilities	0	0	2,136	0	2,136
246	Apparatus Equipment	10005367	Fire Station 91 Lights & Gear Electric	3/15/2006	1,066	703	Facilities	0	0	1,066	0	1,066
247	Apparatus Equipment	10005368	Fire Station 91 Lights & Gear Electric	3/15/2006	816	538	Facilities	0	0	816	0	816
248	Apparatus Equipment	10005369	Fire Station 91 Lights & Gear Electric	3/15/2006	4,115	2,716	Facilities	0	0	4,115	0	4,115
249	Apparatus Equipment	10005370	Fire Station 91 Lights & Gear Electric	3/15/2006	2,684	1,771	Facilities	0	0	2,684	0	2,684
250	Apparatus Equipment	10005371	Fire Station 91 Lights & Gear Electric	3/15/2006	222	146	Facilities	0	0	222	0	222
251	Apparatus Equipment	10005372	Fire Station 91 Lights & Gear Electric	3/15/2006	664	438	Facilities	0	0	664	0	664
252	Apparatus Equipment	10005373	Fire Station 91 Lights & Gear Electric	3/15/2006	298	197	Facilities	0	0	298	0	298
253	Apparatus Equipment	10005374	Fire Station 91 All Trusses	3/15/2006	16,426	10,841	Facilities	0	0	16,426	0	16,426
254	Apparatus Equipment	10005375	Fire Station 91 Construction	1/18/2006	139,401	92,005	Facilities	0	0	139,401	0	139,401
255	Apparatus Equipment	10005376	Fire Station 91 Construction	4/26/2006	37,902	25,015	Facilities	0	0	37,902	0	37,902
256	Apparatus Equipment	10005377	Fire Station 91 Survey Emergency Signal	6/5/2006	3,355	2,214	Facilities	0	0	3,355	0	3,355
257	Apparatus Equipment	10005378	Fire Station 91 Jobsite All Stucco, Meta	6/14/2006	287	189	Facilities	0	0	287	0	287
258	Apparatus Equipment	10005379	Fire Station 91 All Storefront Doors	6/14/2006	2,123	1,401	Facilities	0	0	2,123	0	2,123
259	Apparatus Equipment	10005380	Fire Station 91 All Stucco, Metal	6/14/2006	5,062	3,341	Facilities	0	0	5,062	0	5,062
260	Apparatus Equipment	10005381	Fire Station 91 All Insulation Mater	6/14/2006	746	492	Facilities	0	0	746	0	746
261	Apparatus Equipment	10005382	Fire Station 91 Construction	5/10/2006	101,172	66,774	Facilities	0	0	101,172	0	101,172
262	Apparatus Equipment	10005383	Fire Station 91 All Roofing Materials	5/18/2006	3,656	2,413	Facilities	0	0	3,656	0	3,656
263	Apparatus Equipment	10005384	Fire Station 91 All Roofing Materials	5/18/2006	2,788	1,840	Facilities	0	0	2,788	0	2,788
264	Apparatus Equipment	10005385	Fire Station 91 All Roofing Materials	5/18/2006	2,917	1,925	Facilities	0	0	2,917	0	2,917
265	Apparatus Equipment	10005386	Fire Station 91 All Insulation Materials	5/2/2006	108	72	Facilities	0	0	108	0	108
266	Apparatus Equipment	10005387	Fire Station 91 All Stucco, Metal	4/21/2006	659	435	Facilities	0	0	659	0	659
267	Apparatus Equipment	10005388	Fire Station 91 All Stucco, Metal	4/21/2006	1,290	851	Facilities	0	0	1,290	0	1,290
268	Apparatus Equipment	10005389	Fire Station 91 All Plumbing Materials	5/18/2006	228	151	Facilities	0	0	228	0	228
269	Apparatus Equipment	10005390	Fire Station 91 All Hvac Equipment	5/2/2006	4,215	2,782	Facilities	0	0	4,215	0	4,215
270	Apparatus Equipment	10005391	Fire Station 91 All Stucco, Metal	4/21/2006	2,261	1,492	Facilities	0	0	2,261	0	2,261
271	Apparatus Equipment	10005392	Fire Station 91 All Insulation Materials	6/5/2006	2,081	1,373	Facilities	0	0	2,081	0	2,081
272	Apparatus Equipment	10005393	Fire Station 91 All Stucco, Metal	4/21/2006	3,384	2,233	Facilities	0	0	3,384	0	3,384
273	Apparatus Equipment	10005394	Fire Station 91 All Stucco, Metal	4/21/2006	93	61	Facilities	0	0	93	0	93
274	Apparatus Equipment	10005395	Fire Station 91 Lights & Gear Electric	5/8/2006	6,600	4,356	Facilities	0	0	6,600	0	6,600
275	Apparatus Equipment	10005396	Fire Station 91 All Roofing Materials	5/2/2006	7,668	5,061	Facilities	0	0	7,668	0	7,668
276	Apparatus Equipment	10005397	Fire Station 91 All Doors, Frames	5/2/2006	2,620	1,729	Facilities	0	0	2,620	0	2,620
277	Apparatus Equipment	10005398	Fire Station 91 Construction	4/26/2006	78,729	51,961	Facilities	0	0	78,729	0	78,729
278	Apparatus Equipment	10005399	Fire Station 91 Alpha 48"" Return, Right	9/27/2006	196	129	Facilities	0	0	196	0	196
279	Apparatus Equipment	10005400	Fire Station 91 Alpha 66"" Credenza,Left	9/27/2006	240	158	Facilities	0	0	240	0	240
280	Apparatus Equipment	10005401	Fire Station 91 Alpha 24"" End Table-Wil	10/5/2006	184	114	Facilities	0	0	184	0	184
281	Apparatus Equipment	10005402	Fire Station 91 Alpha 96"" Conf Table-Wi	10/5/2006	306	190	Facilities	0	0	306	0	306
282	Apparatus Equipment	10005403	Fire Station 91 42"" Lateral File, 3 Dwr	10/5/2006	342	212	Facilities	0	0	342	0	342
283	Apparatus Equipment	10005404	Fire Station 91 Rii 75"" Captain'S Bed,	9/27/2006	571	377	Facilities	0	0	571	0	571
284	Apparatus Equipment	10005405	Fire Station 91 Rii 75"" Captain'S Bed,	10/5/2006	2,853	1,769	Facilities	0	0	2,853	0	2,853
285	Apparatus Equipment	10005406	Fire Station 91 Alpha Lateral File, 2 Dr	9/27/2006	449	296	Facilities	0	0	449	0	449
286	Apparatus Equipment	10005407	Fire Station 91 Alpha 72"" Bookcase, 6-S	9/27/2006	360	238	Facilities	0	0	360	0	360
287	Apparatus Equipment	10005408	Fire Station 91 24""D X 60""W Workstatio	10/5/2006	289	179	Facilities	0	0	289	0	289
288	Apparatus Equipment	10005409	Fire Station 91 Acclaim 42"" Lateral Fil	9/28/2006	342	226	Facilities	0	0	342	0	342
289	Apparatus Equipment	10005410	Fire Station 91 Ez Recliner Overstuf Arm	9/27/2006	1,926	1,271	Facilities	0	0	1,926	0	1,926

Appendix 2
City of Ormond Beach
Fire Protection Facilties Impact Fee Analysis

Existing Capital Equipment, Vehicles, & Facilities [1]

Line No.	Category	Asset #	Description	Date Acq.	Acq. Cost	LTD Depreciation	Asset Allocation Factor	Machinery & Equipment	Major Vehicles	Facilities & Other Capital Equipment	Excluded	Total Historical Cost
290	Apparatus Equipment	10005411	Fire Station 91 Omni Wood Side Chair, Sl	9/27/2006	234	154	Facilities	0	0	234	0	234
291	Apparatus Equipment	10005412	Fire Station 91 Alpha 60"" Bookcase 5 Sh	10/5/2006	304	189	Facilities	0	0	304	0	304
292	Apparatus Equipment	10005413	Fire Station 91 Omni Wood Side Chair, Sl	10/5/2006	1,637	1,015	Facilities	0	0	1,637	0	1,637
293	Apparatus Equipment	10005414	Fire Station 91 Floridian Lo-Bk Chair	10/5/2006	499	309	Facilities	0	0	499	0	499
294	Apparatus Equipment	10005415	Fire Station 91 Omni Wood Side Chair, Me	9/27/2006	239	158	Facilities	0	0	239	0	239
295	Apparatus Equipment	10005416	Fire Station 91 Floridian Guest Chair (C	9/27/2006	2,318	1,530	Facilities	0	0	2,318	0	2,318
296	Apparatus Equipment	10005417	Fire Station 91 Table, Tressel, Wood-Din	9/22/2006	511	337	Facilities	0	0	511	0	511
297	Apparatus Equipment	10005418	Fire Station 91 Floridian Lo-Back Chair	9/27/2006	1,496	988	Facilities	0	0	1,496	0	1,496
298	Apparatus Equipment	10005419	Fire Station 91 Furniture Delivery	8/24/2006	45	30	Facilities	0	0	45	0	45
299	Apparatus Equipment	10005420	Fire Station 91 Install Dishwasher	8/24/2006	100	66	Facilities	0	0	100	0	100
300	Apparatus Equipment	10005421	Fire Station 91 Frigidaire Dishwasher, W	8/24/2006	299	197	Facilities	0	0	299	0	299
301	Apparatus Equipment	10005422	Fire Station 91 Whirlpool Dryer, White	8/24/2006	312	206	Facilities	0	0	312	0	312
302	Apparatus Equipment	10005423	Fire Station 91 Whirlpool Washing Machin	8/24/2006	329	217	Facilities	0	0	329	0	329
303	Apparatus Equipment	10005424	Fire Station 91 Dryer Cord	8/24/2006	10	7	Facilities	0	0	10	0	10
304	Apparatus Equipment	10005425	Fire Station 91 Vent Kit	8/24/2006	6	4	Facilities	0	0	6	0	6
305	Apparatus Equipment	10005426	Fire Station 91 Frigidaire Glass Top Ran	8/24/2006	440	290	Facilities	0	0	440	0	440
306	Apparatus Equipment	10005427	Fire Station 91 Range Cord	8/24/2006	10	7	Facilities	0	0	10	0	10
307	Apparatus Equipment	10005428	Fire Station 91 Whirlpool Range Hood, Wh	8/24/2006	35	23	Facilities	0	0	35	0	35
308	Apparatus Equipment	10005429	Fire Station 91 Install Hood	8/24/2006	80	53	Facilities	0	0	80	0	80
309	Apparatus Equipment	10005430	Fire Station 91 Whirlpool Refrigerator,	8/24/2006	1,116	737	Facilities	0	0	1,116	0	1,116
310	Apparatus Equipment	10005431	Fire Station 91 All Painting	8/28/2006	19	12	Facilities	0	0	19	0	19
311	Apparatus Equipment	10005432	Fire Station 91 All Painting	10/5/2006	603	374	Facilities	0	0	603	0	603
312	Apparatus Equipment	10005433	Fire Station 91 All Painting	10/5/2006	23	14	Facilities	0	0	23	0	23
313	Apparatus Equipment	10005434	Fire Station 91 All Painting	10/24/2006	10	7	Facilities	0	0	10	0	10
314	Apparatus Equipment	10005435	Fire Station 91 All Painting	10/24/2006	85	53	Facilities	0	0	85	0	85
315	Apparatus Equipment	10005436	Fire Station 91 All Painting	10/24/2006	14	9	Facilities	0	0	14	0	14
316	Apparatus Equipment	10005437	Fire Station 91 All Painting	10/24/2006	603	374	Facilities	0	0	603	0	603
317	Apparatus Equipment	10005438	Fire Station 91 All Painting	10/24/2006	429	266	Facilities	0	0	429	0	429
318	Apparatus Equipment	10005439	Fire Station 91 All Doors, Frames	7/18/2006	3,760	2,482	Facilities	0	0	3,760	0	3,760
319	Apparatus Equipment	10005440	Fire Station 91 All Doors, Frames	7/18/2006	550	363	Facilities	0	0	550	0	550
320	Apparatus Equipment	10005441	Fire Station 91 All Doors, Frames	7/18/2006	2,970	1,960	Facilities	0	0	2,970	0	2,970
321	Apparatus Equipment	10005442	Fire Station 91 Steel Shelving 48 X 24 X	9/21/2006	292	193	Facilities	0	0	292	0	292
322	Apparatus Equipment	10005443	Fire Station 91 Clocks,Kitchen Items,Coo	9/29/2006	376	248	Facilities	0	0	376	0	376
323	Apparatus Equipment	10005444	Fire Station 91 Mop Bucket, Vacuum, Shop	11/1/2006	322	200	Facilities	0	0	322	0	322
324	Apparatus Equipment	10005445	Fire Station 91 Faux Wood Blinds	11/1/2006	1,285	797	Facilities	0	0	1,285	0	1,285
325	Apparatus Equipment	10005446	Fire Station 91 Faux Wood Blinds	11/1/2006	128	79	Facilities	0	0	128	0	128
326	Support Equipment	10005447	Fire Station 91 Construction	8/1/2006	61,254	40,428	Facilities	0	0	61,254	0	61,254
327	Support Equipment	10005448	Fire Station 91 Construction	7/13/2006	131,111	86,533	Facilities	0	0	131,111	0	131,111
328	Support Equipment	10005449	Fire Station 91 All Millwork	7/18/2006	13,000	8,580	Facilities	0	0	13,000	0	13,000
329	Support Equipment	10005450	Fire Station 91 Manitowoc Ice Machine An	9/1/2006	2,375	1,568	Facilities	0	0	2,375	0	2,375
330	Support Equipment	10005451	Fire Station 91 Bunk Room Desk Lamps	11/1/2006	184	114	Facilities	0	0	184	0	184
331	Support Equipment	10005452	Fire Station 91 Phone, Cordless	9/18/2006	123	81	Facilities	0	0	123	0	123
332	PPE	10005453	Fire Station 91 Handset, Cordless, Black	9/18/2006	180	119	Facilities	0	0	180	0	180
333	PPE	10005454	Fire Station 91 Lights & Gear Electric	10/5/2006	90	56	Facilities	0	0	90	0	90
334	PPE	10005455	Fire Station 91 Lights & Gear Electric	10/5/2006	198	122	Facilities	0	0	198	0	198
335	PPE	10005456	Fire Station 91 Small Office Desk	11/10/2006	165	102	Facilities	0	0	165	0	165
336	PPE	10005457	Fire Station 91 Construction Materials T	8/21/2006	76	50	Facilities	0	0	76	0	76
337	PPE	10005458	Fire Station 91 Construction Materials T	8/21/2006	60	40	Facilities	0	0	60	0	60
338	PPE	10005459	Fire Station 91 Wiring Contract	9/20/2006	60	40	Facilities	0	0	60	0	60
339	PPE	10005460	Fire Station 91 Sealy Posturpedic Kuleto	9/19/2006	1,614	1,065	Facilities	0	0	1,614	0	1,614
340	PPE	10005461	Fire Station 91 Desk Lamps, Dry Erase Bd	11/3/2006	316	196	Facilities	0	0	316	0	316
341	PPE	10005462	Fire Station 91 All Roofing Materials	7/18/2006	4,971	3,281	Facilities	0	0	4,971	0	4,971
342	PPE	10005463	Fire Station 91 All Roofing Materials	7/18/2006	3,049	2,012	Facilities	0	0	3,049	0	3,049
343	PPE	10005464	Fire Station 91 Drafting Fee/Shipping	10/5/2006	718	445	Facilities	0	0	718	0	718
344	PPE	10005465	Fire Station 91 All Painting	8/28/2006	13	9	Facilities	0	0	13	0	13
345	PPE	10005466	Fire Station 91 All Painting	8/28/2006	243	161	Facilities	0	0	243	0	243
346	PPE	10005467	Fire Station 91 All Painting	8/28/2006	25	17	Facilities	0	0	25	0	25
347	PPE	10005468	Fire Station 91 All Painting	8/28/2006	54	36	Facilities	0	0	54	0	54

Appendix 2
City of Ormond Beach
Fire Protection Facilties Impact Fee Analysis

Existing Capital Equipment, Vehicles, & Facilities [1]

Line No.	Category	Asset #	Description	Date Acq.	Acq. Cost	LTD Depreciation	Asset Allocation Factor	Machinery & Equipment	Major Vehicles	Facilities & Other Capital Equipment	Excluded	Total Historical Cost
348	PPE	10005469	Fire Station 91 All Painting	10/24/2006	175	109	Facilities	0	0	175	0	175
349	PPE	10005470	Fire Station 91 Survey Emergency Signal	8/21/2006	2,210	1,459	Facilities	0	0	2,210	0	2,210
350	PPE	10005471	Fire Station 91 Survey Emergency Signal	9/28/2006	2,380	1,571	Facilities	0	0	2,380	0	2,380
351	PPE	10005472	Fire Station 91 Mobile 3-Pack Bunker Gea	9/12/2006	4,512	2,978	Mach. & Equip.	4,512	0	0	0	4,512
352	PPE	10005473	Fire Station 91 Shipping	9/12/2006	465	307	Facilities	0	0	465	0	465
353	PPE	10005474	Fire Station 91 Installation Of Furnitur	9/27/2006	1,259	831	Facilities	0	0	1,259	0	1,259
354	PPE	10005475	Fire Station 91 Architecture Design	8/31/2006	72	48	Facilities	0	0	72	0	72
355	PPE	10005476	Fire Station 91 Architecture Design Serv	8/29/2006	132	87	Facilities	0	0	132	0	132
356	PPE	10005477	Fire Station 91 Architecture Design Serv	7/31/2006	155	102	Facilities	0	0	155	0	155
357	PPE	10005478	Fire Station 91 Architecture Design Serv	7/24/2006	76	50	Facilities	0	0	76	0	76
358	PPE	10005479	Fire Station 91 Architecture Design Serv	7/13/2006	60	40	Facilities	0	0	60	0	60
359	PPE	10005480	Fire Station 91 Furnishings	9/28/2006	2,863	1,889	Facilities	0	0	2,863	0	2,863
360	PPE	10005481	Fire Station 91 Furnishings	9/28/2006	4,294	2,834	Facilities	0	0	4,294	0	4,294
361	PPE	10005482	Fire Station 91 Furnishings	9/20/2006	572	378	Facilities	0	0	572	0	572
362	PPE	10005483	Fire Station 91 Furnishings	9/20/2006	7,479	4,936	Facilities	0	0	7,479	0	7,479
363	PPE	10005484	Fire Station 91 Furnishings	9/20/2006	1,500	990	Facilities	0	0	1,500	0	1,500
364	PPE	10005485	Fire Station 91 Furnishings	8/29/2006	303	200	Facilities	0	0	303	0	303
365	PPE	10005486	Fire Station 91 Furnishings	8/28/2006	4,977	3,285	Facilities	0	0	4,977	0	4,977
366	PPE	10005487	Fire Station 91 Furnishings - Appliances	8/22/2006	2,782	1,836	Facilities	0	0	2,782	0	2,782
367	PPE	10005488	Fire Station 91 Furnishings - Art Work	8/18/2006	1,086	717	Facilities	0	0	1,086	0	1,086
368	PPE	10005489	Fire Station 91 Construction	9/30/2006	220,114	145,275	Facilities	0	0	220,114	0	220,114
369	PPE	10005490	Fire Station 91 Construction	9/30/2006	11,137	7,350	Facilities	0	0	11,137	0	11,137
370	PPE	10005491	Fire Station 91 Computer Wiring Services	9/19/2006	60	40	Facilities	0	0	60	0	60
371	PPE	10005492	Fire Station 91 Computer Wiring Services	9/19/2006	5,440	3,590	Facilities	0	0	5,440	0	5,440
372	PPE	10005493	Fire Station 91 Paint	9/13/2006	603	398	Facilities	0	0	603	0	603
373	PPE	10005494	Fire Station 91 Paint	9/8/2006	23	15	Facilities	0	0	23	0	23
374	PPE	10005495	Fire Station 91 Design Services	9/1/2006	2,380	1,571	Facilities	0	0	2,380	0	2,380
375	PPE	10005496	Fire Station 91 Construction	8/31/2006	22,930	15,134	Facilities	0	0	22,930	0	22,930
376	PPE	10005497	Fire Station 91 Construction	8/31/2006	74,087	48,897	Facilities	0	0	74,087	0	74,087
377	PPE	10005498	Fire Station 91 Building Supplies	8/25/2006	5,735	3,785	Facilities	0	0	5,735	0	5,735
378	PPE	10005499	Fire Station 91 All Doors, Frames	8/25/2006	4,440	2,930	Facilities	0	0	4,440	0	4,440
379	PPE	10005500	Fire Station 91 All Doors, Frames	8/25/2006	1,070	706	Facilities	0	0	1,070	0	1,070
380	PPE	10005501	Fire Station 91 Plumbing Supplies	8/21/2006	1,391	918	Facilities	0	0	1,391	0	1,391
381	PPE	10005502	Fire Station 91 Electrical Supplies	8/21/2006	273	180	Facilities	0	0	273	0	273
382	PPE	10005503	Fire Station 91 Hvac Supplies	8/8/2006	1,056	697	Facilities	0	0	1,056	0	1,056
383	PPE	10005504	Fire Station 91 Plumbing Supplies	8/3/2006	91	60	Facilities	0	0	91	0	91
384	PPE	10005505	Fire Station 91 Plumbing Supplies	8/1/2006	3,333	2,200	Facilities	0	0	3,333	0	3,333
385	PPE	10005506	Fire Station 91 Construction	7/30/2006	38,624	25,492	Facilities	0	0	38,624	0	38,624
386	PPE	10005507	Fire Station 91 All Millwork	7/21/2006	4,061	2,680	Facilities	0	0	4,061	0	4,061
387	PPE	10005508	Fire Station 91 Hvac Supplies	7/14/2006	120	79	Facilities	0	0	120	0	120
388	PPE	10005509	Fire Station 91 Hvac Supplies	7/13/2006	5,566	3,674	Facilities	0	0	5,566	0	5,566
389	PPE	10005510	Fire Station 91 Paint	7/12/2006	898	592	Facilities	0	0	898	0	898
390	PPE	10005511	Fire Station 91 Paint	7/12/2006	19	12	Facilities	0	0	19	0	19
391	PPE	10005512	Fire Station 91 Paint	7/12/2006	75	50	Facilities	0	0	75	0	75
392	PPE	10005513	Fire Station 91 Paint	7/12/2006	25	17	Facilities	0	0	25	0	25
393	PPE	10005514	Fire Station 91 Paint	7/12/2006	151	100	Facilities	0	0	151	0	151
394	PPE	10005515	Fire Station 91 Paint	7/12/2006	13	9	Facilities	0	0	13	0	13
395	PPE	10005516	Fire Station 91 Paint	7/12/2006	54	36	Facilities	0	0	54	0	54
396	PPE	10005517	Fire Station 91 Paint	7/12/2007	514	319	Facilities	0	0	514	0	514
397	PPE	10005518	Fire Station 91 Paint	7/11/2007	302	187	Facilities	0	0	302	0	302
398	PPE	10005519	Fire Station 91 Design Services	7/7/2006	2,210	1,459	Facilities	0	0	2,210	0	2,210
399	PPE	10005520	Fire Station 91 Electrical Supplies	3/31/2006	197	130	Facilities	0	0	197	0	197
400	PPE	10005521	Fire Station 91 Building Supplies	5/30/2006	119	78	Facilities	0	0	119	0	119
401	PPE	10005522	Fire Art Sculpture - Bronze - Artist: Sh	8/17/2006	15,000	0	Facilities	0	0	15,000	0	15,000
402	PPE	10005526	Fire Art Sculpture - Bronze - Artist: Sh	3/16/2007	12,500	0	Facilities	0	0	12,500	0	12,500
403	PPE	10005527	Fire Art Sculpture - Bronze - Artist: Sh	1/17/2008	12,500	0	Facilities	0	0	12,500	0	12,500
404	PPE	10005528	Fire Art Sculpture Base Construction-Fa	3/31/2008	1,710	0	Facilities	0	0	1,710	0	1,710
405	PPE	10005529	Fire Art Sculpture Electrical Work-Fa 91	4/24/2008	420	0	Facilities	0	0	420	0	420

Appendix 2
City of Ormond Beach
Fire Protection Facilties Impact Fee Analysis

Existing Capital Equipment, Vehicles, & Facilities [1]

Line No.	Category	Asset #	Description	Date Acq.	Acq. Cost	LTD Depreciation	Asset Allocation Factor	Machinery & Equipment	Major Vehicles	Facilities & Other Capital Equipment	Excluded	Total Historical Cost
406	PPE	10005530	Fire Art Sculpture Electrical Work-Fa 91	4/23/2008	3	0	Facilities	0	0	3	0	3
407	PPE	10005531	Fire Art Sculpture Electrical Work-Fa 91	4/23/2008	47	0	Facilities	0	0	47	0	47
408	PPE	10005532	Fire Art Sculpture Electrical Work-Fa 91	4/23/2008	221	0	Facilities	0	0	221	0	221
409	PPE	10005736	It-Fire Telestaff Software Fire Report P	2/21/1992	1,314	1,314	Mach. & Equip.	1,314	0	0	0	1,314
410	PPE	10005737	It-Fire Telestaff Software/Posicheck Iii	9/29/2000	6,200	6,200	Mach. & Equip.	6,200	0	0	0	6,200
411	PPE	10007152	Eqp Defibrillator-Heartstart Mrx Als Mon	4/4/2006	14,593	14,593	Mach. & Equip.	14,593	0	0	0	14,593
412	PPE	10007153	Eqp Defibrillator-Heartstart Mrx Als Mon	4/4/2006	14,593	14,593	Mach. & Equip.	14,593	0	0	0	14,593
413	PPE	10007154	Eqp Defibrillator-Heartstart Mrx Als Mon	4/4/2006	14,593	14,593	Mach. & Equip.	14,593	0	0	0	14,593
414	PPE	10007220	2006 E-One Typhoon	10/12/2006	518,831	518,831	Vehicles	0	518,831	0	0	518,831
415	PPE	10007457	1969 General Cargo	8/10/1998	2,000	2,000	Vehicles	0	2,000	0	0	2,000
416	PPE	10007460	Gen 00 Katolight D35Fgj4 (Fs 93) Generat	3/17/2000	14,859	14,859	Mach. & Equip.	14,859	0	0	0	14,859
417	PPE	10007466	Eqp Heartstart Mrx Als Monitor/Cardiac D	7/6/2005	14,581	14,581	Mach. & Equip.	14,581	0	0	0	14,581
418	PPE	10007467	Eqp Heartstart Mrx Als Monitor/Cardiac D	7/6/2005	14,581	14,581	Mach. & Equip.	14,581	0	0	0	14,581
419	PPE	10007468	Eqp Heartstart Mrx Als Monitor/Cardiac D	7/6/2005	14,581	14,581	Mach. & Equip.	14,581	0	0	0	14,581
420	PPE	10007469	Eqp Msa-5200 Thermal Imaging Camera	9/21/2005	8,750	8,750	Mach. & Equip.	8,750	0	0	0	8,750
421	PPE	10007470	Eqp Msa-5200 Thermal Imaging Camera	9/21/2005	8,750	8,750	Mach. & Equip.	8,750	0	0	0	8,750
422	PPE	10007471	Eqp Msa-5200 Thermal Imaging Camera	9/30/2005	8,750	8,750	Mach. & Equip.	8,750	0	0	0	8,750
423	PPE	10007472	Eqp Msa-5200 Thermal Imaging Camera	9/30/2005	8,750	8,750	Mach. & Equip.	8,750	0	0	0	8,750
424	PPE	10007473	Eqp Msa-5200 Thermal Imaging Camera	9/30/2005	8,750	8,750	Mach. & Equip.	8,750	0	0	0	8,750
425	PPE	10007475	Eqp Heartstart Mrx Als Monitor/Cardiac D	7/6/2005	14,581	14,581	Mach. & Equip.	14,581	0	0	0	14,581
426	PPE	10007476	Gen 06 Cummins 64 Kw Generator	8/9/2006	26,211	26,211	Mach. & Equip.	26,211	0	0	0	26,211
427	PPE	10007480	Eqp 03 Waterous 204A Diesel Water Pump(F	4/28/2003	11,199	11,199	Mach. & Equip.	11,199	0	0	0	11,199
428	PPE	10007629	Eqp Msa-5200 Thermal Imaging Camera	1/2/2003	9,700	9,700	Mach. & Equip.	9,700	0	0	0	9,700
429	PPE	10007647	Veh 08 Chevy Silverado	7/7/2008	19,738	19,738	Vehicles	0	19,738	0	0	19,738
430	PPE	10007785	Fire Equipment	9/30/2010	73,895	73,895	Mach. & Equip.	73,895	0	0	0	73,895
431	PPE	10007850	2011 Pierce Ladder	9/30/2010	429,970	358,308	Vehicles	0	429,970	0	0	429,970
432	PPE	10007880	Fema Fire Assistance	9/30/2011	58,697	58,697	Excluded	0	0	0	58,697	58,697
433	PPE	10007882	Fire Equipment Grant	9/30/2011	13,020	13,020	Excluded	0	0	0	13,020	13,020
434	PPE	10007887	Fire Station 91 Frr - Hvac	9/30/2011	10,850	4,991	Facilities	0	0	10,850	0	10,850
435	PPE	10007903	Tahoe	9/30/2011	31,152	31,152	Vehicles	0	31,152	0	0	31,152
436	PPE	10007904	Genset Station 94	9/30/2011	32,457	24,884	Facilities	0	0	32,457	0	32,457
437	PPE	10007905	2011 Chevy Tahoe	9/30/2011	24,139	24,139	Vehicles	0	24,139	0	0	24,139
438	PPE	10008265	2014 Ford Explorer	9/30/2014	24,899	24,899	Vehicles	0	24,899	0	0	24,899
439	PPE	10008339	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
440	PPE	10008340	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
441	PPE	10008341	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
442	PPE	10008342	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
443	PPE	10008343	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
444	PPE	10008344	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
445	PPE	10008345	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
446	PPE	10008346	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
447	PPE	10008347	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
448	PPE	10008348	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
449	PPE	10008349	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
450	PPE	10008350	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
451	PPE	10008351	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
452	PPE	10008352	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
453	PPE	10008353	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
454	PPE	10008354	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
455	PPE	10008355	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
456	PPE	10008356	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
457	PPE	10008357	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
458	PPE	10008358	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
459	PPE	10008359	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
460	PPE	10008360	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
461	PPE	10008361	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
462	PPE	10008362	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
463	PPE	10008363	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435

Appendix 2
City of Ormond Beach
Fire Protection Facilties Impact Fee Analysis

Existing Capital Equipment, Vehicles, & Facilities [1]

Line No.	Category	Asset #	Description	Date Acq.	Acq. Cost	LTD Depreciation	Asset Allocation Factor	Machinery & Equipment	Major Vehicles	Facilities & Other Capital Equipment	Excluded	Total Historical Cost
464	PPE	10008364	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
465	PPE	10008365	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
466	PPE	10008366	Msa-Scba-G1 Respirators	9/30/2015	6,435	6,435	Mach. & Equip.	6,435	0	0	0	6,435
467	PPE	10008416	2015 Pumper	9/30/2015	343,606	171,803	Vehicles	0	343,606	0	0	343,606
468	PPE	10008443	Afg 2014	9/30/2016	22,801	22,801	Facilities	0	0	22,801	0	22,801
469	PPE	10008450	Fs93 Roof Repl	9/30/2016	72,837	31,563	Facilities	0	0	72,837	0	72,837
470	PPE	20000061	CARDIAC MONITORS	8/28/2017	44,893	44,893	Mach. & Equip.	44,893	0	0	0	44,893
471	PPE	20000062	CARDIAC MONITORS	8/28/2017	28,595	28,595	Mach. & Equip.	28,595	0	0	0	28,595
472	PPE	20000063	CARDIAC MONITORS	8/28/2017	28,595	28,595	Mach. & Equip.	28,595	0	0	0	28,595
473	PPE	20000064	CARDIAC MONITORS	8/28/2017	28,595	28,595	Mach. & Equip.	28,595	0	0	0	28,595
474	PPE	20000065	CARDIAC MONITORS	8/28/2017	28,595	28,595	Mach. & Equip.	28,595	0	0	0	28,595
475	PPE	20000098	WASHER EXTRACTOR STATION 92	9/30/2017	9,645	9,645	Facilities	0	0	9,645	0	9,645
476	PPE	20000121	2018 FORD F250 4X4 CREW CAB PICK UP	7/17/2018	56,328	50,550	Vehicles	0	56,328	0	0	56,328
477	PPE	20000168	2018 PIERCE SABER	4/30/2018	381,073	114,322	Vehicles	0	381,073	0	0	381,073
478	PPE	20000180	REPLACE ROOF FIRE STATION 94	9/28/2018	24,800	7,440	Facilities	0	0	24,800	0	24,800
479	PPE	20000316	FIRE STATION EXTRICTION	3/24/2020	32,720	3,272	Facilities	0	0	32,720	0	32,720
480	PPE	20000357	5 TON HEAT PUMP*FIRE HOUSE 92 S NOVA RD	4/21/2020	5,230	872	Facilities	0	0	5,230	0	5,230
481		20000396	THERMAL CAMERAS,SCBA EQUIPMENT FIRE	3/16/2021	47,354	14,206	Mach. & Equip.	47,354	0	0	0	47,354
482		20000459	DEMO & INSTALL TILE IN SHOWER*FIRE STATI	2/17/2021	10,484	629	Facilities	0	0	10,484	0	10,484
483		20000484	2021 PIERCE PUMPER	8/6/2021	577,913	57,791	Vehicles	0	577,913	0	0	577,913
484		20000485	2021 PIERCE PUMPER	8/6/2021	577,913	57,791	Vehicles	0	577,913	0	0	577,913
485		20000551	RADIOS POLICE DEPT	12/27/2021	883,787	88,379	Excluded	0	0	0	883,787	883,787
486		20000563	2022 FORD FIRE EXPLORER	3/4/2022	37,115	3,712	Vehicles	0	37,115	0	0	37,115
487		20000564	2022 FORD FIRE EXPLORER	3/4/2022	37,115	3,712	Vehicles	0	37,115	0	0	37,115
488	Total				$ 9,985,873	$ 5,691,552		$ 703,577	$ 3,233,125	$ 5,087,047	$ 962,124	$ 9,985,873

Footnotes:

[1] Fixed asset data as of September 30, 2022 as provided by the City.

ATTACHMENT 4

PowerPoint Presentations:

- September 7, 2022, City Commission discussion item
- February 21, 2023, City Commission discussion item
- March 22 & 27, 2023 Extraordinary Circumstances

CITY OF

Ormond Beach

Utility Connection Fee and Municipal Impact Fee Study

Presented – September 7th, 2022

RAFTELIS

Agenda

- Review Water and Wastewater Utility Connection Fee Analysis
- Review Municipal Impact Fee Analysis
- Questions and Answers

Overall

Background

- Fees are paid by new development and expansions that results in an increased demand
- Fees are used to pay for growth-related facilities
- Recommendation to amend water/wastewater impact fee to connection fees
- New legislation exists on impact fees - Florida Impact Fee Act
- Current fees expire on a sliding scale once a building is demolished

Overall Discussion/Direction Points

- **#1:** Study recommends no expiration of impact fee credits – seeking confirmation on this change.

Water and Wastewater Utility Connection Fee Analysis

Existing and Proposed Water / Irrigation Connection Fees

Description	Proposed ELU Factor	Existing Fees	Proposed Fees	Increase / (Decrease)
Residential				
Single Family per Unit	1.0	$2,902.00	$2,333.00	($569.00)
Multi-Family per Unit	0.80 (was 0.50)	$1,451.00	$1,866.00	$415.00
Mobile Home per Unit	0.90 (was 0.60)	$1,741.20	$2,099.00	$358.00

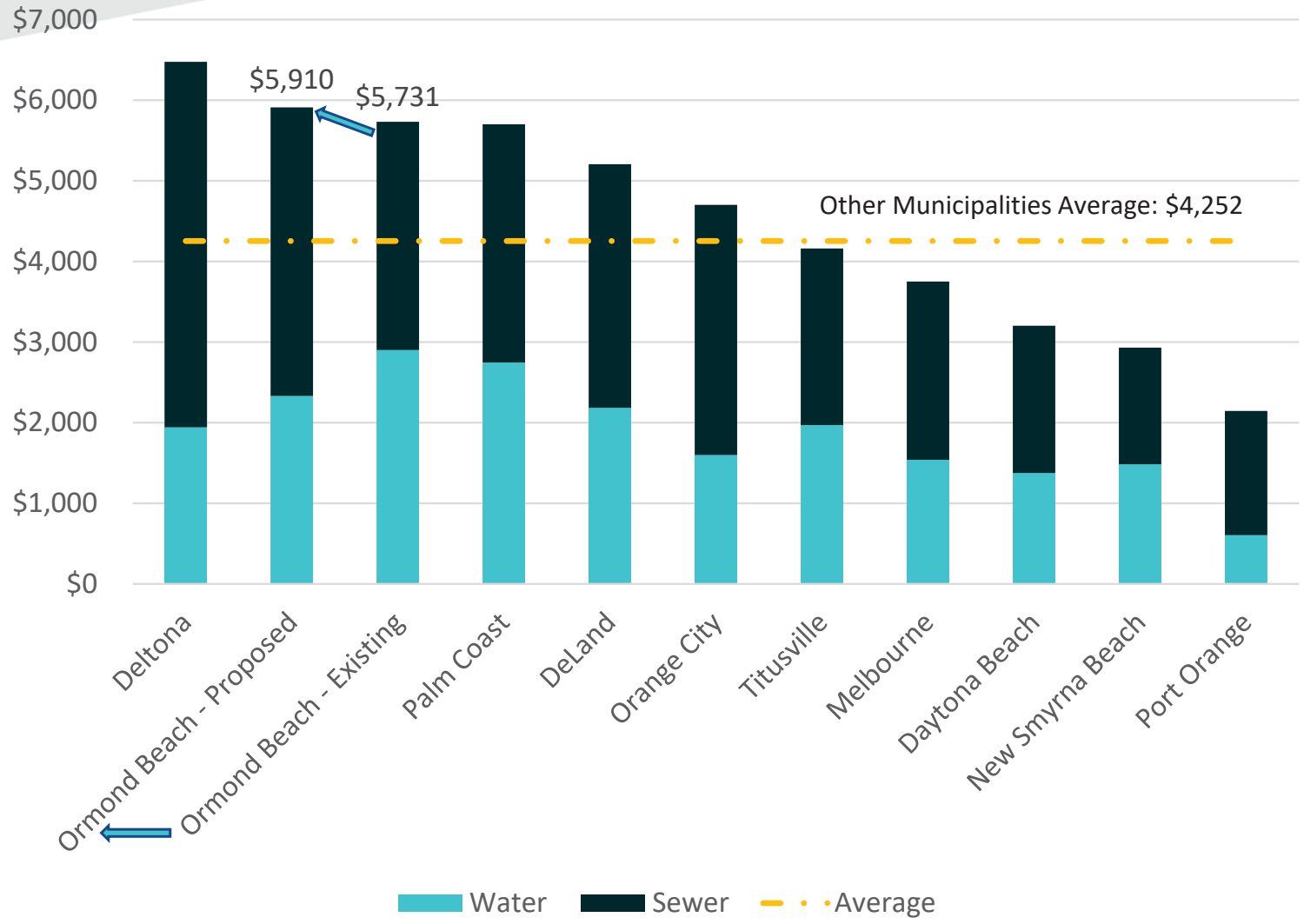
- New non-residential customers charged based on an ELU factor based on a fixture count

Existing and Proposed Wastewater Connection Fees

Description	Proposed ELU Factor	Existing Fees	Proposed Fees	Increase / (Decrease)
Residential				
Single Family per Unit	1.0	$2,829.00	$3,577.00	$748.00
Multi-Family per Unit	0.80 (was 0.50)	$1,414.00	$2,861.00	$1,447.00
Mobile Home per Unit	0.90 (was 0.60)	$1,697.40	$3,219.00	$1,522.00

- New non-residential customers charged based on an ELU factor based on a fixture count

Water and Wastewater Service Connection Fees Comparison



Western Service Area

- Avalon Park
- Consider separate service area / district
- Can be completed with separate study once capital costs and density/intensity confirmed

Recommendations

- The City should adopt the proposed water and wastewater utility connection fees
- The City should review the utility connection fees periodically
- The City should consider the creation of two service area districts / zones with one being for the existing City service area and one being for the Western Service Area
  - Apply proposed fees outlined in this presentation to both districts until a specific connection fee analysis for the Western Service Area can be completed
- Modification of ELU factors: Multifamily from 0.50 to 0.80 and mobile home from 0.60 to 0.90

Municipal Impact Fee Analysis

Purpose and Background

- Provide the basis for proposed development municipal impact fees
  - Fees are paid by new development and expansions that results in an increased demand
  - Fees are used to pay for growth-related facilities

Impact Fee Criteria

- Dual rational nexus (based on cost of capacity to serve new growth)
- Impact fees must be based on the capital cost requirements anticipated for providing service to new development
- Impact fees must be based upon reasonable level of service standards that meet the needs of the City
- Impact fees cannot be used to fund deficiencies in capital needs of the city or pay for any operating costs

City Service Area Forecast

Existing and Projected Population and Dwelling Units [1]			
Year	Total Population	Total Dwelling Units	Average Persons per Household [2]
2020	43,080	18,489	2.33
2021	44,041	18,902	2.33
2025	45,829	19,669	2.33
2030	48,167	20,673	2.33
2040	50,630	21,730	2.33

[1] Future population estimates based on a review of historical population growth as obtained from the US Census Bureau and from projections from the City.

[2] Average persons per household shown is the weighted average between single family at 2.53 persons per unit, multifamily at 2.05 persons per unit, and mobile home at 1.68.

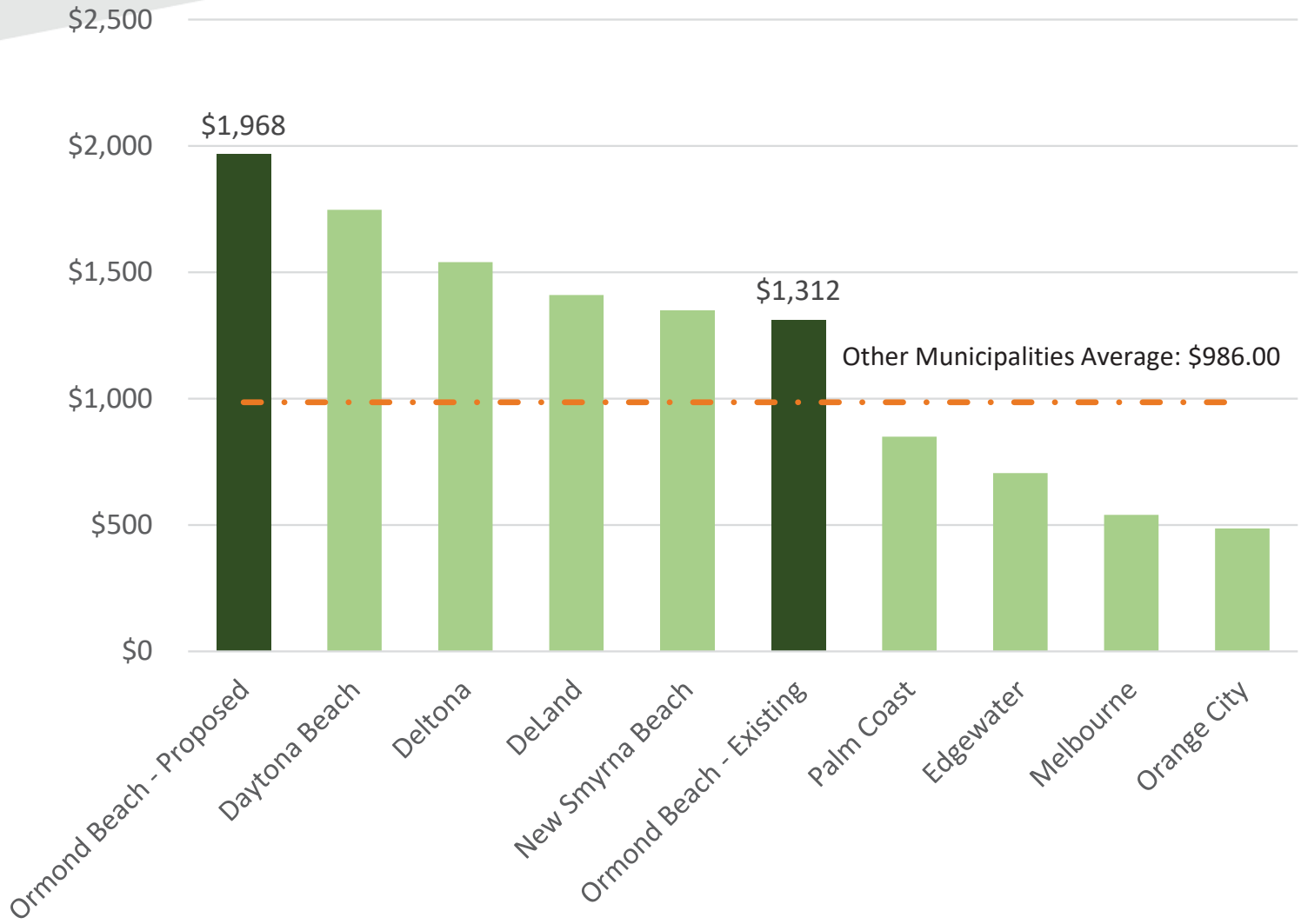
Parks and Recreation Impact Fee Analysis

Existing and Proposed Impact Fees

Description	Existing Fees	Maximum Supportable Fees	50% Increase Proposed Fees	Increase / (Decrease)
Single Family per Unit	$1,312.24	$2,500.00	$1,968.00	$655.76
Multi-Family per Unit	$1,048.42	$2,021.00	$1,572.00	$449.00
Mobile Home per Unit	$785.74	$1,658.00	$1,178.00	$392.26

- Propose fee increase through extraordinary circumstance provisions in impact fee statutes
- Should maximum supportable fee be assessed or cap increase at 50% of maximum supportable fee considering comparability with neighboring jurisdictions?

Parks and Recreation Impact Fee Comparison – Single Family



Parks and Recreation Discussion/Direction Points

- **#2:** Should maximum supportable fee for Parks & Recreation be assessed ($2,500) or cap increase at 50% of maximum supportable fee ($1,968) considering comparability with neighboring jurisdictions?
- **#3:** Should the impact fee increase be increased over a two-year period or a one-time increase?

Stormwater Impact Fee Analysis

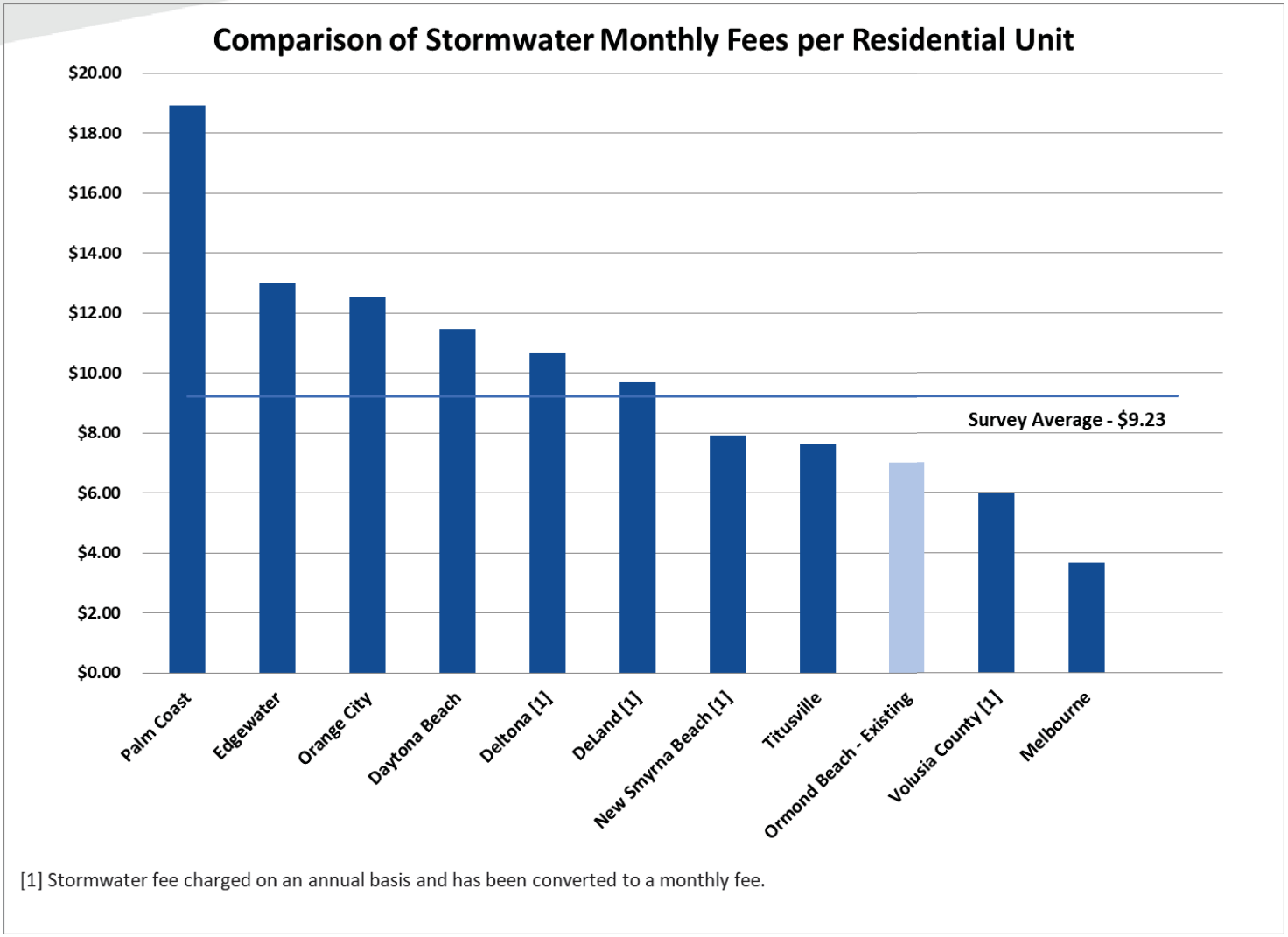
Overview and Recommendations

- The City currently charges a stormwater drainage impact fee of $119.39 per unit
- Due to data and other limitations, it is difficult to identify growth related projects and impacts
- Could not find any other Florida municipalities that charge stormwater impact fees
  - Most fund needs through recurring fees, grants, general tax revenues, and other sources
- Monthly stormwater fees tend to generate more consistent revenue than Impact fees

Stormwater Impact Fee Discussion/Direction Points

- **#4:** Recommendation to discontinue stormwater impact fees.

Recurring Stormwater Fee Comparison



[1] Stormwater fee charged on an annual basis and has been converted to a monthly fee.

Local Roads and Mobility Fee Analysis

Comparison of Existing & Proposed Local Road Impact Fees

Land Use	Unit	Proposed Fee	Current Fee
Single Family	DU	$864.59	$162.61
Multi-Family	DU	$548.32	$162.61
Mobile/Manufactured Home	DU	$740.33	$162.61
Hotel/Motel	Rooms	$355.87	$114.85
General/Government Office	KSF	$1,709.28	$230.83
Medical Office	KSF	$3,434.79	$1,014.31
Hospital	KSF	$1,114.66	$212.64
Nursing Home	Beds	$268.79	n/a
Industrial	KSF	$450.23	$100.07
Warehouse	KSF	$176.56	$100.07

Land Use	Unit	Proposed Fee	Current Fee
General Commercial (<40,000)	KSF	$3,736.72	$834.64
General Commercial (40,000-150,000)	KSF	$5,559.09	$802.81
General Commercial (<150,000)	KSF	$2,539.87	$602.67
Fast-Food	KSF	$25,155.10	n/a
Restaurant	KSF	$5,593.44	$881.26
General Recreation	KSF	$2,996.69	$59.13
Schools	Students	$226.79	n/a
Church	KSF	$790.25	$150.09
Day Care	KSF	$4,951.51	$329.27
Convenience Store	KSF	$26,948.94	$1,355.44
Bank	KSF	$6,782.33	$1,355.44

Local Road Impact Fee Calculations

$$Total\ Impact\ Cost = \frac{(Daily\ Trips * Assessed\ Trip\ Length * \%\ New\ Trips)}{2} * \frac{Lane - Mile\ Cost}{Lane\ Mile\ Capacity}$$

$$Capital\ Improvement\ Credit = \frac{Daily\ Trips * Avg\ Trip\ Length * \%\ New\ Trips}{2} * 365 * \frac{Gas\ Tax}{Fuel\ Efficiency}$$

$$Impact\ Fee = Total\ Impact\ Cost - Capital\ Improvement\ Credit$$

Mobility Fees

- Based off of the same variables as the local roads impact fee, but calculated on a person-trip basis
- Fee is given in number of person-trips
- Applicants can calculate person-trip generation rates for each land use using the ITE Trip Generation Manual, 11th Edition
  - Use person-trip rates when available
  - Use vehicle-trip rates when person-trip rates are not available, using the average vehicle occupancy (1.47)

$$\frac{Total\ Impact\ Cost}{Person-Trip} = \frac{Assessed\ Trip\ Length}{2*Vehicle\ Occupancy} * \frac{Lane-Mile\ Cost}{Lane\ Mile\ Capacity}$$

$$Mobility\ Fee = \frac{0.58}{2 * 1.47} * \frac{\$4{,}073{,}885}{9{,}381} = \$85.67/_{person-trip}$$

Local Roads

City	Single Family Dwelling Unit Daytona (2,000-2999 SF)	Multi-family Dwelling Unit	Medical office Per 1,000 SF	Retail Per 1,000 SF (10,000-99,999 SF)	Industrial Per 1,000 SF	Fast Food Per 1,000 SF
Ormond Beach (current)	$162.61	$162.61	$1,014.31	$834.64	$100.07	$834.64
Ormond Beach (proposed)	$864.59	$548.32	$3,434.79	$3,736.72	$450.23	$25,255.10
Daytona Beach	$380.00	$247.00	$405.00	$977.00	$292.00	$977.00
Deltona	$1,044.00	$888.00	$1,530.00	$2,975.00	$1,308.00	$4,826.00
Edgewater	$1,737.34	$1,346.96	$7,149.02	$1,999.58	$1,120.48	$8,689.68
New Smyrna Beach	$1,142.57	$844.37	$3,259.02	$1,379.71	$833.03	$12,584.79
Palm Coast	$3,139.00	$1,809.00	$3,798.00	$6,936.00	$1,773.00	$20,780.00
Port Orange	$902.00	$665.00	$2,573.00	$1,415.00	$657.00	$9,939.00

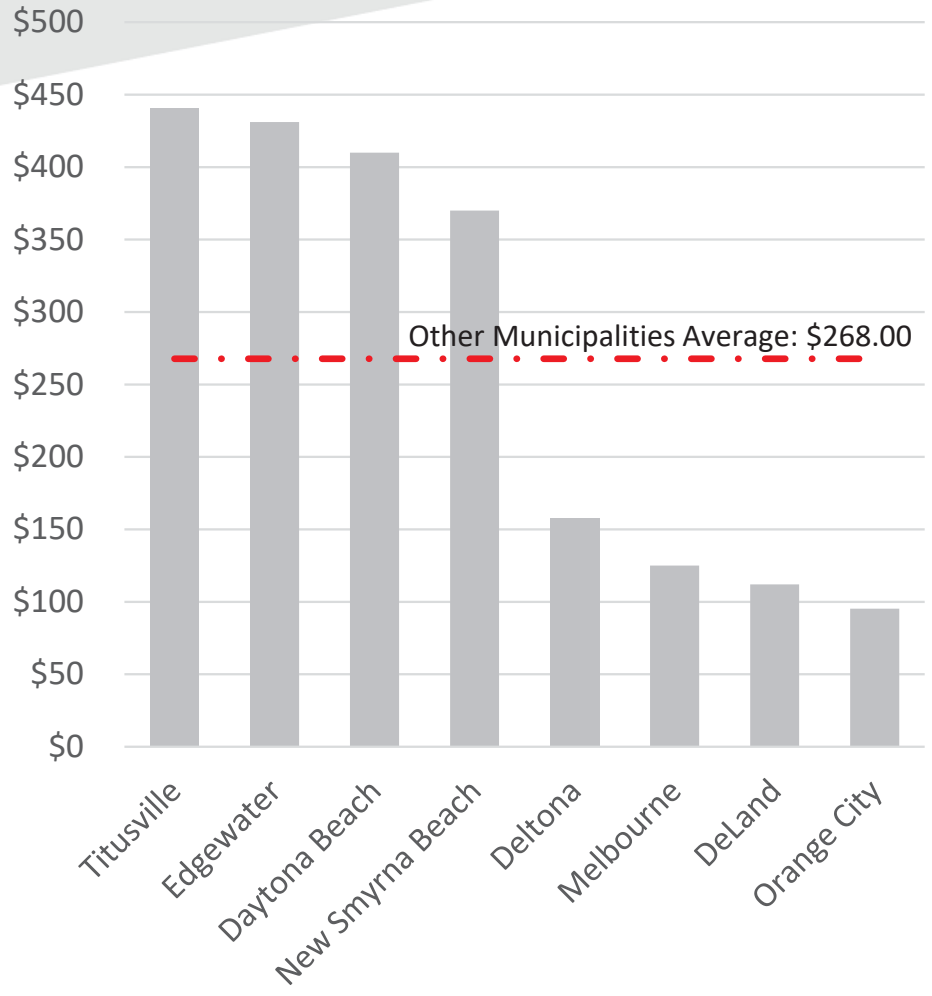
Local Roads and Mobility Fee Discussion/Decision Point

- **#5:** Should the impact fee increase be adopted in the full recommended amount and then applied based on some percentage of the total due to increase amount and comparability?

- **#6:** Should the impact fee and mobility fee increase be increased over a two-year period or a one-time increase?

Police Impact Fee Feasibility Analysis

Police Impact Fee Comparison & Estimated Financial Benefit Analysis



- Surveyed 11 neighboring communities
  - 8 charge police impact fees
- Assuming a hypothetical fee of $250 per residential unit applied to projected residential growth would provide an estimated $0.8 Million in fees by 2040

Observations and Recommendations

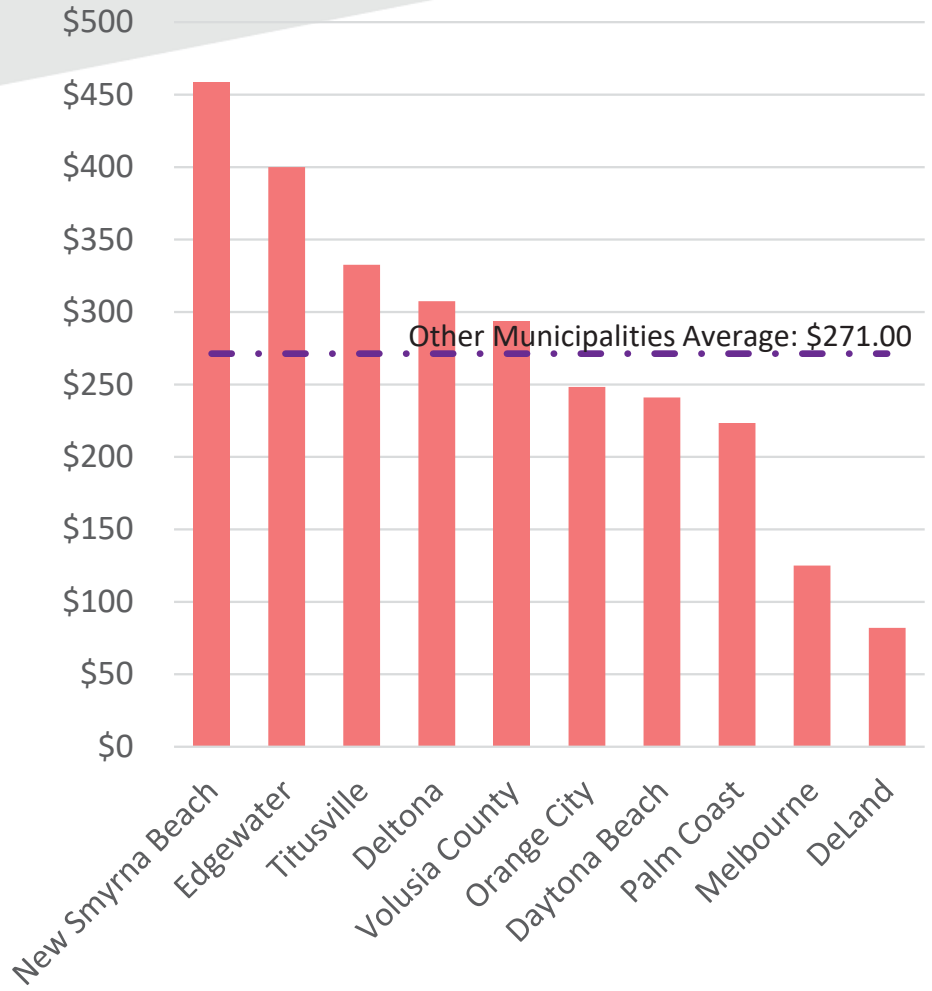
- The City can provide the necessary data to develop and support police impact fees
- The police department is generally configured in a manner that would support the charging of a fee
- Using an assumed fee level based on a comparison of neighboring municipalities the implementation of a fee would likely benefit the City

Police Impact Fee Discussion/Decision Point

- **#7:** It is recommended that the City consider calculating and establishing police impact fees

Fire Impact Fee Feasibility Analysis

Fire Impact Fee Comparison & Estimated Financial Benefit Analysis



- Surveyed 11 neighboring communities
  - 10 charge fire impact fees
- Assuming a hypothetical fee of $250 per residential unit applied to projected residential growth would provide an estimated $0.8 Million in fees by 2040

Observations and Recommendations

- The City can provide the necessary data to develop and support fire impact fees
- The fire department is generally configured in a manner that would support the charging of a fee
- Using an assumed fee level based on a comparison of neighboring municipalities the implementation of a fee would likely benefit the City

Fire Impact Fee Discussion/Decision Point

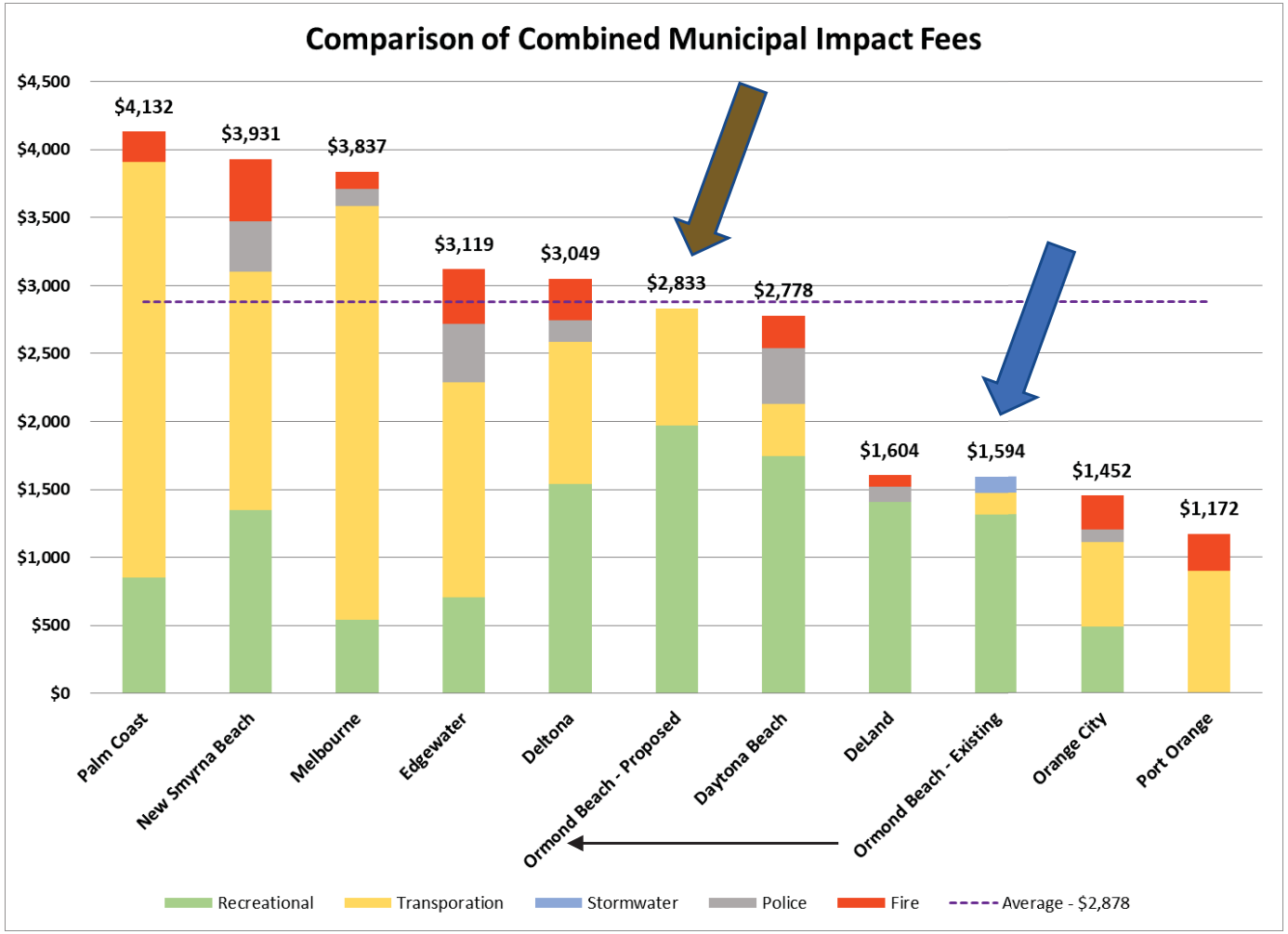
- **#8:** It is recommended that the City consider calculating and establishing fire impact fees

Summary Results and Recommendations

Existing and Proposed Development Impact Fees

Single Family Impact Fee Type	Existing Fees	Proposed Fees	$ Amount of Change	Percent Change
Parks & Recreation	$1,312.24	$1,968.00	$655.76	50.0%
Stormwater	$119.39	$0.00	($119.39)	(100.0%)
Local Roads	$162.61	$864.59	$701.98	432.7%
Mobility Fees per P/T	$85.67	$16.00	$69.67	335.4%

Existing and Proposed Combined Municipal Impact Fees Comparison



Recommendations

- Adopt proposed municipal impact fees
  - Parks and recreation, local roads and mobility fees, and elimination of stormwater impact fee
- Consider establishment and development of police and fire impact fees
- Review fees periodically development trends
  - Level of service requirements
  - Capital needs
  - Major changes in growth projections
- 90 Day grace period from City approval to effective date

Summary of Discussion

#	Area	Discussion/Direction Point
1.	Overall	Current regulations decrease impact fee credits for demolished buildings by 10% per year until all the impact fee credits expired. The "Municipal Impact Fee Study" recommends no expiration of impact fee credits.
2.	Parks & Recreation	Should the maximum supportable fee be assessed or cap the increase at 50% of the maximum supportable fee considering comparability with neighboring jurisdictions?
3.	Parks & Recreation	Should the impact fee increase be increased over a two-year or multi-year period or a one-time increase?
4.	Stormwater	Recommendation to eliminate the stormwater impact fee.
5.	Local Roads	Should the impact fee increase be increased over a two-year or longer period or a one-time increase?
6.	Mobility Fee	Should the impact fee increase be increased over a two-year or multi year period or a one-time increase?
7.	Police	Should an additional work authorization be approved (separate Resolution presented to the City Commission) to create a police impact fee
8.	Fire	Should an additional work authorization be approved (separate Resolution presented to the City Commission) to create a fire impact fee.

Tentative Timeline

Date	Action
September 7, 2022	**Discussion Item**
October 2022	Police and Fire impact fee work authorization if desired
January 2023	Meetings with development community
February/March 2023	Planning Board/City Commission workshops/discussion items
April/May 2023	Presented of update impact fee Ordinance
Summer 2023	90 day effective date from adoption date

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Thank you!

Contact: Anthony Hairston / Shawn Ocasio
407 628 2600 / ahairston@raftelis.com / socasio@raftelis.com


Q&A

CITY OF

Ormond Beach

Connection and Impact Fee Summary and Police & Fire Impact Fee Study

RAFTELIS

Agenda

- Study background
- Connection fee background
- Impact fee background
  - Impact fee considerations and criteria
- Recap prior presentation and decision points
- Review police and fire impact fee analyses
- Questions and answers

Study Background

- Utility connection fee and municipal impact fee study was initiated in June of 2021
- Study scope included the following tasks
  - Review and update of water and wastewater utility connection fees
  - Review and update recreation, stormwater, and transportation impact fees
  - Conduct feasibility analysis regarding potential implementation of police and fire impact fees
- Collaborative process with City Staff to develop analysis and recommendations
- Recommendations presented in September of 2022

Connection Fee Background

- Utility connection fees
  - Fees charged to new growth and redevelopment
  - Purpose of connection fees are to assign, to the extent practical, growth-related capital costs to new development responsible for such additional costs
  - Avoids passing growth-related costs from burdening existing users

Impact Fee Background

- Municipal impact fees
  - Fees are paid by new development and expansions that results in an increased demand for services
  - Fees are used to pay for growth-related facilities

Legal Considerations and Criteria

The basis for impact fees and related criterial have been developed under Florida Statutes and case law

Florida Impact Fee Act History

- Florida Legislature created section 163.31801 of the Florida Statues governing impact fees
- Created June 14, 2006
- Amended 2009, 2011, 2019, and most recently in 2021

Legal Considerations and Criteria

Florida Impact Fee Act

- Requires the calculation of impact fees to be based on the most recent and localized data
- Provides for accounting and reporting of impact fee revenues and expenditures in a separate fund
- Limits administrative charges for the collection of impact fees to actual costs
- Requires 90 days notice before imposing a new or increased fee
- Annual affidavit on compliance signed by the city
- Government has the burden of proof in any challenge of an impact fee
- Cannot be charged before issuance of building permit
- Statute also provides rules regarding fee increases, phasing-in of proposed fees, fee maximums, and frequency of fee adjustments

Legal Considerations and Criteria

- Dual rational nexus (based on cost of capacity to serve new growth)
- Impact fees must be based on the capital cost requirements anticipated for providing service to new development
- Impact fees must be based upon reasonable level of service standards that meet the needs of the City
- Impact fees cannot be used to fund deficiencies in capital needs of the city or pay for any operating costs

Prior Presentation and Decision Points

- Existing and proposed utility connection fees

Description	Proposed ELU Factor	Existing Fees	Proposed Fees	Increase / (Decrease)
Residential Water / Irrigation Connection Fees				
Single Family per Unit	1.0	$2,902.00	$2,333.00	($569.00)
Multi-Family per Unit	0.80 (was 0.50)	$1,451.00	$1,866.00	$415.00
Mobile Home per Unit	0.90 (was 0.60)	$1,741.20	$2,099.00	$358.00
Residential Wastewater Connection Fees				
Single Family per Unit	1.0	$2,829.00	$3,577.00	$748.00
Multi-Family per Unit	0.80 (was 0.50)	$1,414.00	$2,861.00	$1,447.00
Mobile Home per Unit	0.90 (was 0.60)	$1,697.40	$3,219.00	$1,522.00

- New non-residential utility customers charged based on an ELU factor based on a fixture count

Prior Presentation and Decision Points

- Utility connection fee study recommendations
  - The City should consider adopting the proposed water and wastewater utility connection fees
  - The City should review the utility connection fees periodically
  - The City should consider the creation of two service area districts / zones with one being for the existing City service area and one being for the Western Service Area
    - Apply proposed fees outlined in this presentation to both districts until a specific connection fee analysis for the Western Service Area can be completed
  - Modification of ELU factors: Multifamily from 0.50 to 0.80 and mobile home from 0.60 to 0.90
    - Based on analysis of City customer billing data and existing fee relationships

Prior Presentation and Decision Points

- Impact Fee Expiration
  - Current regulations decrease impact fee credits for demolished buildings by 10% per year until all the impact fee credits expired. The “Municipal Impact Fee Study” recommends no expiration of impact fee credits.
  - The City Commission was supportive of elimination of the impact fee expiration
  - **Should the impact fee credit revision should occur now (could be completed by May 2, 2003) versus the fall of 2023**

Prior Presentation and Decision Points

- Existing and proposed parks and recreation impact fees

Description	Existing Fees	Maximum Supportable Fees	50% Increase Proposed Fees	Increase / (Decrease)
Single Family per Unit	$1,312.24	$2,500.00	$1,968.00	$655.76
Multi-Family per Unit	$1,048.42	$2,021.00	$1,572.00	$449.00
Mobile Home per Unit	$785.74	$1,658.00	$1,178.00	$392.26

- **Decision Points:**
  - Propose fee increase through extraordinary circumstance provisions in impact fee statutes
  - Should maximum supportable fee be assessed or cap increase at 50% of maximum supportable fee considering comparability with neighboring jurisdictions?
  - Should the impact fee increase be increased over a two-year period or a one-time increase?

Prior Presentation and Decision Points

- Park and Recreation Impact Fees
  - The City Commission was supportive of maximum supportable fee.
  - The City Commission was supportive of a one-time increase, but would like to see the revenue prior to deciding.

Park and Recreation Impact Fees Options and Revenue Generation

Year	Single-Family Permits	Multi-Family Permits	Mobile Homes Permits	Existing	Maximum Supportable Fee		50% of Maximum Supportable Fee	
					Year One	**Year Two or Final One Year Amount**	Year One	**Year Two or Final One Year Amount**
NA	NA	NA	NA	**$1,312.24**	$1,906.12	**$2,500.00**	$1,640.12	**$1,968.00**
2018	66	43	0	**$131,689.90**	$191,796.45	**$251,903.00**	$164,586.95	**$197,484.00**
2019	49	41	0	**$107,284.98**	$156,322.99	**$205,361.00**	$134,084.49	**$160,884.00**
2020	134	4	7	**$185,534.02**	$270,112.01	**$354,690.00**	$231,890.01	**$278,246.00**
2021	135	18	7	**$201,524.14**	$293,504.07	**$385,484.00**	$251,873.07	**$302,222.00**
2022	47	54	18	**$132,433.28**	$194,455.64	**$256,478.00**	$165,510.64	**$198,588.00**
TOTAL	431	160	32	**$758,466.32**	$1,106,191.16	**$1,453,916.00**	$947,945.16	**$1,137,424.00**

Prior Presentation and Decision Points

- Stormwater impact fee overview and recommendations
  - The City currently charges a stormwater drainage impact fee of $119.39 per unit
  - Due to data and other limitations, it is difficult to identify growth related projects and impacts
  - Could not find any other Florida municipalities that charge stormwater impact fees
    - Most fund needs through recurring fees, grants, general tax revenues, and other sources
  - Monthly stormwater fees tend to generate more consistent revenue than Impact fees
  - **Decision Point:** Recommendation to discontinue stormwater impact fees

Prior Presentation and Decision Points

- Existing and proposed local road impact fees

Land Use	Unit	Proposed Fee	Current Fee
Single Family	DU	$864.59	$162.61
Multi-Family	DU	$548.32	$162.61
Mobile/Manufactured Home	DU	$740.33	$162.61
Hotel/Motel	Rooms	$355.87	$114.85
General/Government Office	KSF	$1,709.28	$230.83
Medical Office	KSF	$3,434.79	$1,014.31
Hospital	KSF	$1,114.66	$212.64
Nursing Home	Beds	$268.79	n/a
Industrial	KSF	$450.23	$100.07
Warehouse	KSF	$176.56	$100.07

Land Use	Unit	Proposed Fee	Current Fee
General Commercial (<40,000)	KSF	$3,736.72	$834.64
General Commercial (40,000-150,000)	KSF	$5,559.09	$802.81
General Commercial (<150,000)	KSF	$2,539.87	$602.67
Fast-Food	KSF	$25,155.10	n/a
Restaurant	KSF	$5,593.44	$881.26
General Recreation	KSF	$2,996.69	$59.13
Schools	Students	$226.79	n/a
Church	KSF	$790.25	$150.09
Day Care	KSF	$4,951.51	$329.27
Convenience Store	KSF	$26,948.94	$1,355.44
Bank	KSF	$6,782.33	$1,355.44

- Existing and proposed mobility fee
  - Existing fee - $16.00 per person trip
  - Proposed fee - $85.67 per person trip

Prior Presentation and Decision Points

- Local roads and mobility fee decision points
  - Should the impact fee increase be adopted in the full recommended amount and then applied based on some percentage of the total due to increase amount and comparability?
  - Should the impact fee and mobility fee increase be increased over a two-year period or a one-time increase?

Prior Presentation and Decision Points

- Local roads decision points
  - Concern expressed about the fast-food local road impact fee at the September 7, 2022 discussion item. An option for the fast-food local road impact is to assess the restaurant local road impact fee. The existing impact fee schedule does not call a separate fast food with drive thru local road impact fee.
  - Concern expressed about the convenience store local road impact fee at the September 7, 2022 discussion item. An option for the convenience store fee would be to assess the retail impact fee.

Prior Presentation and Decision Points

- Local roads decision points

Local Road Impact Fee - Other Jurisdictions

City	Single Family Dwelling Unit	Multi-family Dwelling Unit	Medical office Per 1,000 SF	Retail Per 1,000 SF (10,000-99,999 SF)	Industrial Per 1,000 SF	Fast Food Per 1,000 SF	Convenience Store Per 1,000 SF
Ormond Beach (current)	$162.61	$162.61	$1,014.31	$834.64	$100.07	$881.26	$834.64
Ormond Beach (proposed)	$864.59	$548.32	$3,434.79	$3,736.72	$450.23	$25,155.10 (study) $5,593.44 (restaurant)	$26,948.94 (study) $3,736.72 (retail)
Daytona Beach	$380.00 (2,000-2,999 SF)	$247.00	$405.00	$977.00	$255.00	$977.00	$977.00
Deltona	$1,044.00	$888.00	$1,530.00	$2,075.00	$1,308.00	$14,461.00	$6,968.00
Edgewater	$1,737.34	$1,001.28 (3+ story)	$7,149.02	$6,556.00	$1,120.48	$15,594.34	$23,613.52
New Smyrna Beach	$1,752.00	$632.00 (3+ story)	$4,762.00	$2,080.00	$519.00	$15,413.00	$7,814.00
Palm Coast	$3,139.00	$1,809.00	$3,798.00	$6,936.00	$1,773.00	$20,780.00	$23,830.00
Port Orange	$902.00	$665.00	$2,573.00	$1,415.00	$657.00	$9,939.00	$5,801.00

Prior Presentation and Decision Points

- Mobility fee decision points
  - The analysis determined a per person trip fee of $85.67. Policy direction is needed to determine the appropriate fee that should be assessed within the Transportation Concurrency Exception Areas.

Mobility Fee Options

Type of Fee	Single Family Dwelling Unit	Multi-family Dwelling Unit	Medical office Per 1,000 SF	Retail Per 1,000 SF	Industrial Per 1,000 SF	Restaurant Per 1,000 SF
Ormond Beach Local Road (proposed)	$864.59	$548.32	$3,434.79	$3,736.72	$450.23	$5,559.09
Ormond Beach Mobility Fee (current)	$240.00	$130.56	$751.68	$628.64	$107.14	$1,507.70
Option 1 - Proposed full mobility fee **($85.67)**	$1,285.05	$699.07	$4,024.78	$3,365.98	$573.65	$8,072.79
Option 2 - Proposed mobility fee **($59.00)** - 69%	$870.00	$481.44	$2,771.82	$2,318.12	$395.06	$5,559.64
Option 3 - Proposed mobility fee **($42.84)** - 50%	$642.60	$349.57	$2,012.62	$1,683.19	$286.86	$4,036.86
Option 4 - Proposed mobility fee **($32.00)** - 37%	$480.00	$261.12	$1,503.36	$1,257.28	$214.27	$3,015.40
Option 5 - Proposed mobility fee **($24.00)** - 28%	$360.00	$195.84	$1,127.52	$942.96	$160.70	$2,261.55

Prior Presentation and Decision Points

- Police and fire impact fee feasibility analysis
- The City can provide the necessary data to develop and support police and fire impact fees
- The police and fire departments are generally configured in a manner that would support the charging of an impact fee
- Using an assumed fee level based on a comparison of neighboring municipalities the implementation of a fee would likely benefit the City
- **Decision Point:** It is recommended that the City consider calculating and establishing police and fire impact fees

Police and Fire Impact Fee Analyses

Fee Calculation Methodology

- Identify existing and future investment to serve growth
- Determine the allocation of costs to be recovered from residential and non-residential customer classes
  - Functional population approach
  - Call data
- Rate calculated
  - Per residential dwelling unit (for single family, multi-family, and mobile home)
  - Per unit of measure for non-residential properties

Functional Population

- Functional population to account for location of population over a 24-hour period
  - Functional population factors include number of trips generated, average number of people per trip, and time spent on location
- Approach differentiates between major property types / uses and recognizes that demand for services differ by property type / use
  - Residential – single family vs. multi-family vs. mobile home
  - Non-residential classes – proposes 5 different land use categories
  - Based on trip generation and City call data
    - ITE 11th Edition revised trip generation data
    - Call Data for 2021 and 2022

City Service Area Forecast

Existing and Projected Population and Dwelling Units [1]			
Year	Total Population	Total Dwelling Units	Average Persons per Household [2]
2020	43,080	18,489	2.33
2021	44,041	18,902	2.33
2022	44,677	19,175	2.33
2025	45,829	19,669	2.33
2030	48,167	20,673	2.33
2040	50,630	21,730	2.33

[1] Future population estimates based on a review of historical population growth as obtained from the US Census Bureau and from projections from the City.
[2] Average persons per household shown is the weighted average between single family at 2.53 persons per unit, multifamily at 2.05 persons per unit, and mobile home at 1.68.

Police Services

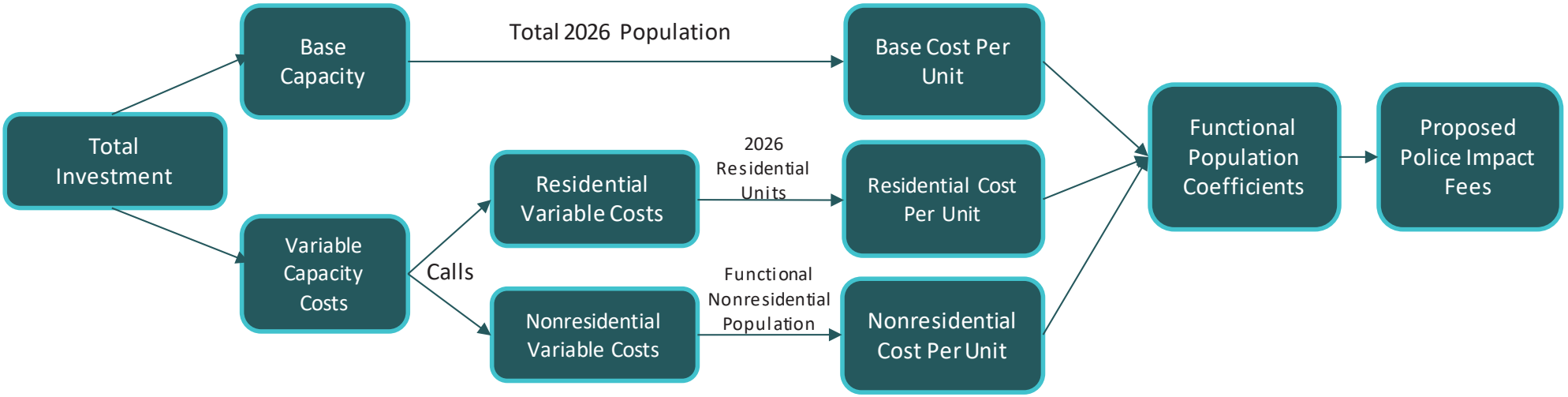
Level of Service

- Department provides law enforcement and crime prevention services to the community
- Existing level of service
  - City currently provides1.66 officers per 1,000 residents
  - Total of 94 police personnel
    - 74.0 officers – included in level of service calculation
    - 14 administrative / support staff – not included in level of service calculation

Existing and Future Investment

- Existing investment in department of $7.25 million
  - Equipment – $0.42 million
  - Vehicles – $3.19 million
  - Facilities and Other Capital Equipment – $3.64 million
- Total planned future investment of $3.2 million
  - Projects include vehicles replacements, roof replacement, police impound lot, and others
  - $0.28 million recognized to serve growth
- City does not anticipate any grants
- Total costs recognized in fee calculation – $6.82 million
  - Equipment costs have been excluded from the fee calculation per impact fee statute

Calculation Methodology

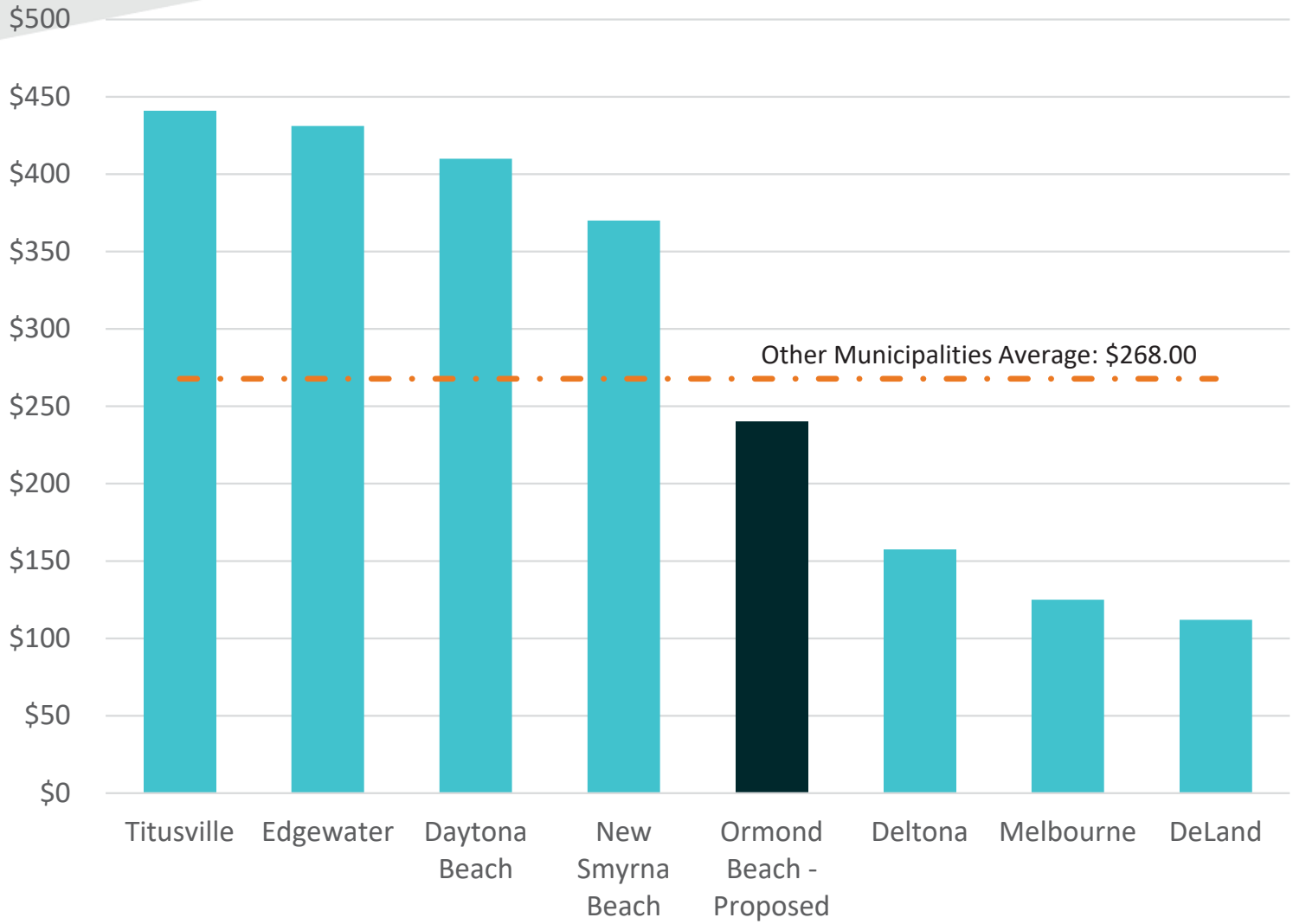


Existing and Proposed Police Impact Fees

Description	Impact Fee Unit	Proposed Fee
Residential		
Single Family	Dwelling Unit	$240.00
Multi-Family	Dwelling Unit	198.00
Mobile Home	Dwelling Unit	166.00
Non-residential		
Industrial / Warehousing	Per Sq. Ft.	$0.015
Institutional	Per Sq. Ft.	0.249
Hotel / Motel	Per Room	130.00
Office Building	Per Sq. Ft.	0.191
Retail	Per Sq. Ft.	0.336

Should none of the above land uses adequately define a proposed non-residential development as determined by the City Manager, at the Manager's discretion the following average charge per square foot of non-residential development is considered appropriate: $0.220 per sq. ft.

Police Impact Fee Comparison – Single Family



Fire Protection Services

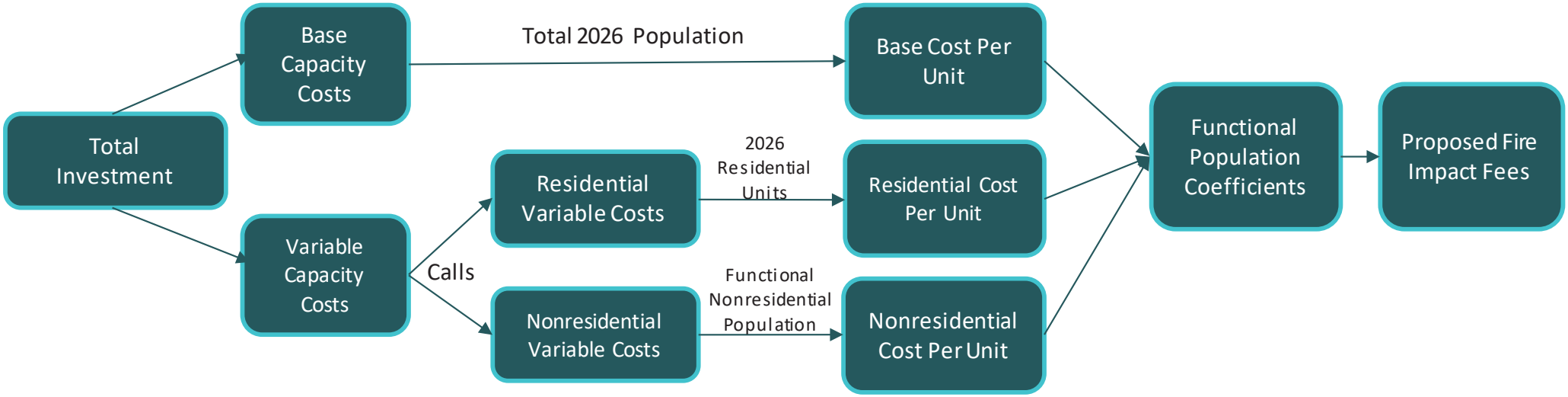
Level of Service

- Department provides fire suppression and rescue services to the community
- Existing level of service
  - Response target of four minutes with a one-minute turnout or less
  - ISO rating of 3/3X
  - City currently has a total of 48 fire department related personnel
    - 47 primary and 1 support
  - Response calls – 61.3% residential / 38.7% non-residential

Existing and Future Investment

- Existing investment in department of $9.0 million
  - Equipment – $0.70 million
  - Vehicles – $3.23 million
  - Facilities and Other Capital Equipment – $5.09 million
- Total planned future investment of $1.73 million
  - Projects include new apparatus, generators, station alerting, and others
  - $0.68 million recognized to serve growth
- City does not anticipate any grants
- Total costs recognized in fee calculation – $9.0 million
  - Equipment costs have been excluded from the fee calculation per impact fee statute

Calculation Methodology

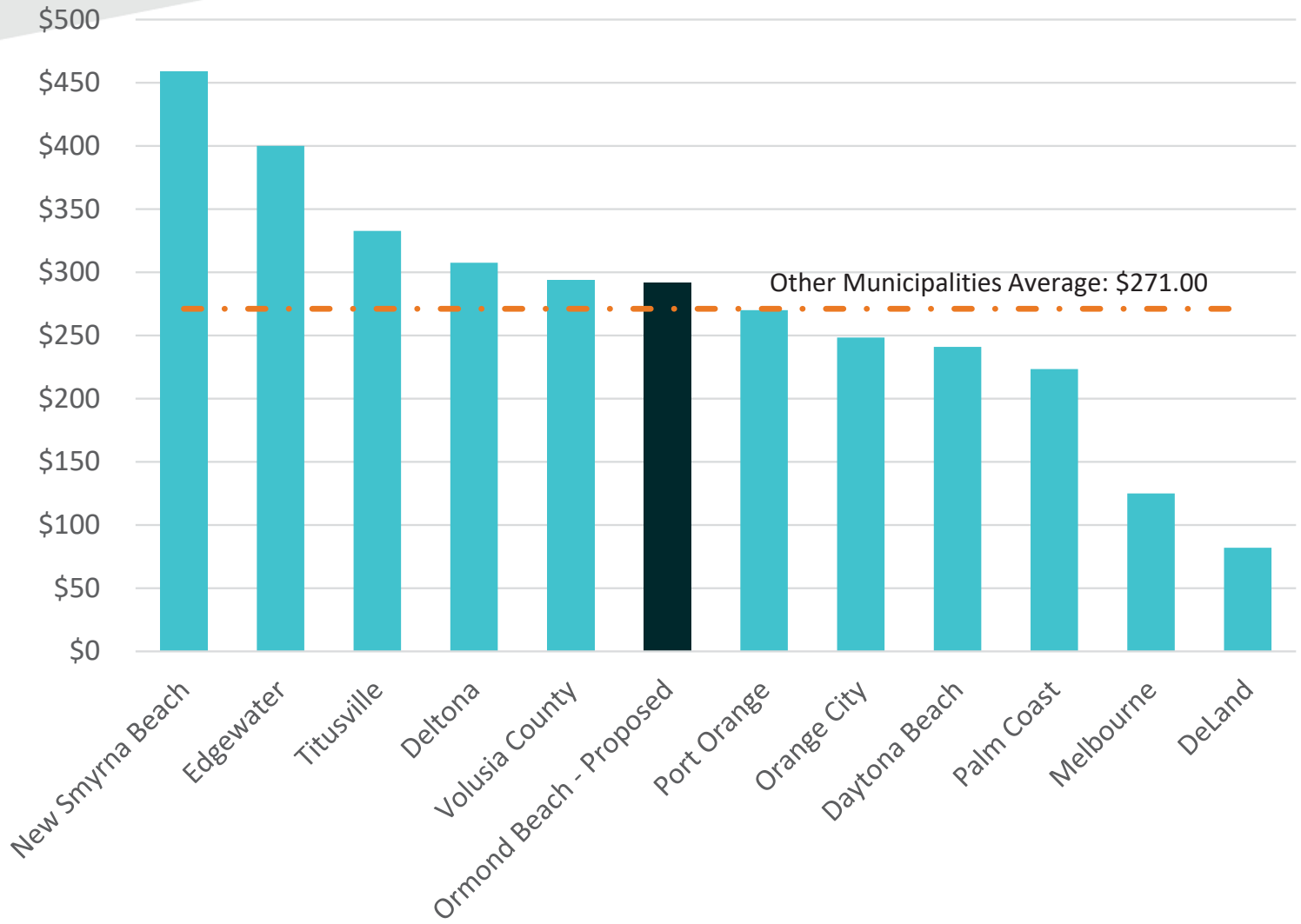


Existing and Proposed Fire Impact Fees

Description	Impact Fee Unit	Proposed Fee
Residential		
Single Family	Dwelling Unit	$292.00
Multi-Family	Dwelling Unit	262.00
Mobile Home	Dwelling Unit	240.00
Non-residential		
Industrial / Warehousing	Per Sq. Ft.	$0.019
Institutional	Per Sq. Ft.	0.320
Hotel / Motel	Per Room	167.00
Office Building	Per Sq. Ft.	0.245
Retail	Per Sq. Ft.	0.432

Should none of the above land uses adequately define a proposed non-residential development as determined by the City Manager, at the Manager's discretion the following average charge per square foot of non-residential development is considered appropriate: $0.454 per sq. ft.

Fire Impact Fee Comparison – Single Family



Recommendations

- Adopt proposed police and fire impact fees
- Review fees periodically development trends
  - Level of service requirements
  - Capital needs
  - Major changes in growth projections
- 90 Day grace period from City approval to effective date

Tentative Schedule

Tentative Date	Meeting
March 9, 2023	Planning Board discussion item
Week of March 20, 2023	1st public meeting - Extraordinary circumstances public meeting (state statute)
Week of March 27, 2023	2nd public meeting - Extraordinary circumstances public meeting (state statute)
April 13, 2023	Planning Board -Impact Fee Ordinance (LDC portion)
May 16, 2023	City Commission (1st) - Impact Fee Ordinance
June 6, 2023	City Commission (2nd) - Impact Fee Ordinance
September 4, 2023	Effective date of Impact Fee Ordinance

Policy Direction Sought

1. Should the impact fee credit revision occur now (could be completed by May 2, 2003) versus the fall of 2023.
2. Staff is seeking verification that the desired park and recreation impact fee is the maximum supportable fee and if the fee should be implemented in one year or two years.
3. Should the local road impact fee schedule include drive thru restaurants in the restaurant fee category?
4. Should the local road impact fee schedule include convenience stores in the retail fee category?
5. What mobility fee per person trip mobility fee should be assessed?
6. Any comments/concerns on the new analysis presented for police and fire impact fees.


Q&A

RAFTELIS

Thank you!

Contact: Anthony Hairston / Shawn Ocasio
407 628 2600 / ahairston@raftelis.com / socasio@raftelis.com

CITY OF

Ormond Beach

Municipal Impact Fee Study

March 22 and 27, 2023

RAFTELIS

Study Background and Objectives

- Utility connection fee and municipal impact fee study was initiated in June of 2021
- Study scope included the following tasks
  - Review and update existing water and wastewater utility connection fees
  - Review and update existing recreation, stormwater, and transportation (local roads and mobility) impact fees
  - Develop new police and fire impact fees
- Review/update fee application methods
- Review historical and planned future investment to meet demands of new growth

Impact Fee Basics

- Fees are one-time charges paid by new development and expansions that result in an increased demand for municipal services
- Fees used to pay for growth-related facilities
  - Can not be used to cure deficiencies in level of service attributed to existing development
  - Can not be used to fund operation and maintenance costs
- Adequate fee levels prevent passing growth-related costs from burdening existing residents

Legal Considerations

The basis for impact fees and related criterial have been developed under Florida Statutes and case law

Florida Impact Fee Act History

- Florida Legislature created section 163.31801 of the Florida Statues governing impact fees
- Created June 14, 2006
- Amended 2009, 2011, 2019, and most recently in 2021

Legal Considerations (cont.)

- Section 163.31801 Florida Statutes
  - Among other requirements…

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers and impact fee by resolution must:

a. Ensure that the calculation of the impact fee be is based on the most recent and localized data.

b. Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

c. Limit administrative charges for the collection of impact fees to actual costs.

d. Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee...

Legal Considerations (cont.)

- Section 163.31801 Florida Statutes

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection:

a. An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fee which complies with this section.

b. An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

c. An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

d. An impact fee increase may not exceed 50 percent of the current impact fee rate.

e. An impact fee may not be increased more than once every 4 years.

Legal Considerations (cont.)

- Section 163.31801 Florida Statutes
  - Limitations on increasing Impact Fees

(g) A local government, school district, or special district may increase an impact fee beyond the phase-in limitations established… providing the follow criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.
2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).
3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

Extraordinary Circumstances

- Significant existing and planned future investment to provide municipal services
- Impacts of inflation on capital costs
- Additional growth through 2040 will result in additional demand on City services
  - Growth of approximately 6,000 people through 2040 (or additional 18%)
  - Will require additional capital facilities/investment to maintain levels of service
- Estimated revenue impacts (assumed residential only)

Description	Revenue Existing Fees Through 2040	Revenue Proposed Fees Through 2040	Revenue Increase
Recreation	$3.1 million	$5.9 million	$2.8 million
Local Roads	$0.4 million	$2.0 million	$1.6 million
Total	$3.5 million	$7.9 million	$4.4 million

Fee Calculation Methodology

- Develop population and unit forecast
- Review levels of service
- Identify existing investment and future projects to serve growth
- Rate calculated per residential dwelling unit (single family, multi-family, and mobile home) for parks and recreation
- Rate calculated for residential and non-residential developments uniquely based on type of customer for transportation

Service Area Forecast

Existing and Projected Population and Dwelling Units [1]			
Year	Total Population	Total Dwelling Units	Average Persons per Household [2]
2020	43,080	18,489	2.33
2022	44,677	19,175	2.33
2025	45,829	19,669	2.33
2030	48,167	20,673	2.33
2040	50,630	21,730	2.33

[1] Future population estimates based on a review of historical population growth as obtained from the US Census Bureau and from projections from the City.

[2] Average persons per household shown is the weighted average between single family at 2.53 persons per unit, multifamily at 2.05 persons per unit, and mobile home at 1.68.

Municipal Impact Fee Highlights

- Population growth of approximately 6,000 additional people through 2040 (or 18%)
- The City will need to acquire an additional 50.74 acres of open space by 2040 to maintain its level of service
- Net existing and planned future investment (after grants) in recreational facilities of $49.9 million
- Average cost per lane mile of now $4.1 million
- Updated trip generation factors per ITE 11th Edition

Existing and Proposed Parks and Recreation Impact Fees

Description	Existing Fees	Maximum Supportable Fees	Increase / (Decrease)
Single Family per Unit	$1,312.24	$2,500.00	$1,187.76
Multi-Family per Unit	$1,048.42	$2,021.00	$972.58
Mobile Home per Unit	$785.74	$1,658.00	$872.26

Description	Revenue Existing Fees 2040	Revenue Proposed Fees 2040	Est. Revenue Increase
Recreation	$3.1 million	$5.9 million	$2.8 million

Existing and Proposed Transportation Impact Fees

- Existing and proposed local road impact fees

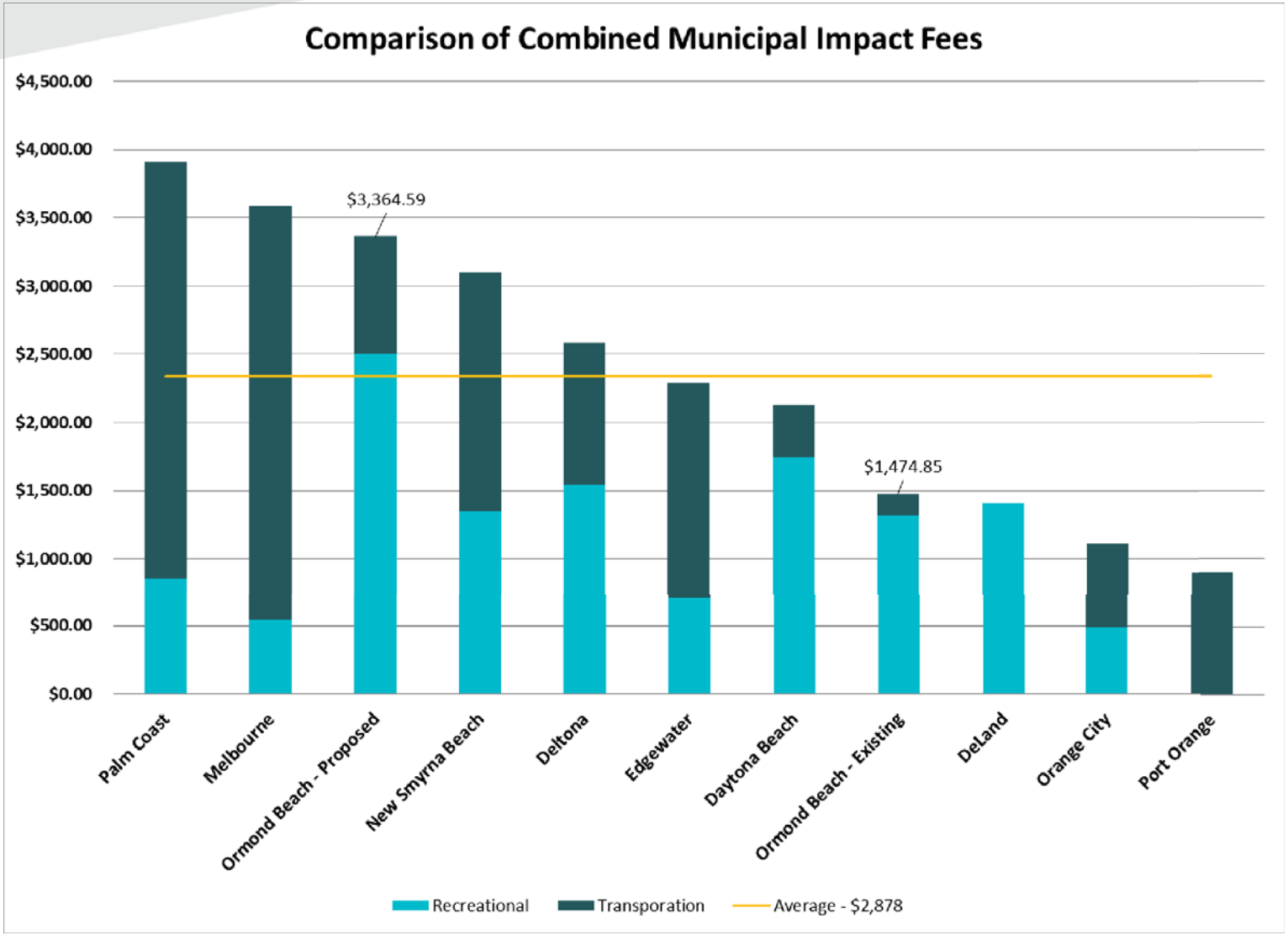
Land Use	Unit	Proposed Fee	Current Fee
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Mobile/Manufactured Home	DU	$740.33	$162.61
Hotel/Motel	Rooms	$355.87	$114.85
General/Government Office	KSF	$1,709.28	$230.83
Medical Office	KSF	$3,434.79	$1,014.31
Hospital	KSF	$1,114.66	$212.64
Nursing Home	Beds	$268.79	n/a
Industrial	KSF	$450.23	$100.07

Land Use	Unit	Proposed Fee	Current Fee
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Church	KSF	$790.25	$150.09
Day Care	KSF	$4,951.51	$329.27
Bank	KSF	$6,782.33	$1,355.44
Warehouse	KSF	$176.56	$100.07

Description	Revenue Existing Fees 2040	Revenue Proposed Fees 2040	Est. Revenue Increase
Residential	$0.4 million	$2.0 million	$1.6 million

- Existing and proposed mobility fees
  - Existing fee - $16.00 per person trip
  - Proposed fee - $85.67 per person trip

Recreation and Local Roads Impact Fee Comparison



Conclusions and Recommendations

- Adopt proposed recreation and transportation municipal impact / mobility fees
- Implement full fees while meeting extraordinary circumstances procedural requirements to comply with Florida Statutes
- By updating impact fees, the City minimizes the cost burden of growth to existing residents and businesses
- 90 Day grace period from City approval to effective date

Q&A

RAFTELIS

Thank you!

Contact: Anthony Hairston / Shawn Ocasio
407 628 2600 / ahairston@raftelis.com / socasio@raftelis.com

From September 7, 2022
Discussion Item

City Commission Minutes

	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #11 – Discussion and Direction Items

Item #11A – Impact Fee Update Study

Mr. Steven Spraker, Planning Director, stated the discussion item was to review the Impact Fee Update study that was previously approved to be conducted. He reviewed the process if the Commission agreed to move forward. He explained where the impact fees would be utilized including growth-related facilities. He stated the first recommendation from the study was for no expiration of impact fee credits.

Mr. Tony Hairston, Raftelis Financial Consultants (Raftelis), reviewed the water and wastewater utility connection fee analysis. He discussed the existing and proposed water and irrigation connection fees as well as the wastewater connection fees and the comparison between the fees with other local municipalities. He explained the study recommended the creation of a Western Service Area.

Commissioner Selby inquired why the water connection fees were going down; whereby, Mr. Hairston stated the recommendation was based on current plans for improvements and funds needed. Commissioner Selby inquired if the city owed a refund to the citizens; whereby, Mr. Hairston stated that was not the case but could be in a few years if the fees were not amended. Commissioner Selby inquired how Raftelis came up with the equivalent living unit (ELU) factors for the multi-family and mobile homes and requested Raftelis and staff provide the calculations that justify the increased ELU factor.

Mr. Hairston reviewed the municipal impact fee analysis and the city service area forecast, parks and recreation impact fee analysis and stormwater impact fee analysis.

Mayor Partington inquired if Raftelis helped other municipalities find extraordinary circumstances; whereby, Mr. Hairston confirmed they had. Mayor Partington asked if there were examples of extraordinary circumstances; whereby, Mr. Hairston stated cost and growth increases.

Commissioner Selby stated he agreed with the stormwater impact fee removal and to start recurring stormwater fees, as the city needed a program to assist with the runoff water.

Commissioner Persis agreed with Commissioner Selby.

Ms. Stephanie Shealey, Kittleson and Associates, reviewed the local roads and mobility fee analysis. She explained there were significant increases to the local road impact fees based on current costs and new calculation methods. She reviewed the comparison of the local road fees with nearby municipalities.

Commissioner Selby inquired if the mobility impact fees were restricted to alternative methods; Ms. Shealey stated the funds could be used for methods, such as trails or parallel facilities. He inquired about the roads the city previously built; whereby, Mr. Spraker stated the extension of Division Avenue, Wilmette Avenue and local roads in the north United States Highway One (U.S.-1) corridor. Commissioner Selby inquired if there were zones related to the mobility and local road impact fees; whereby, Mr. Spraker stated there were no zones and they could be applied city wide.

Commissioner Persis inquired if a trail would be considered a road; whereby, Ms. Shealey stated it would be considered a passing improvement.

Commissioner Littleton inquired if the funds could be utilized for land acquisition; whereby, Mr. Spraker stated if the land was for road capacity improvement then it would be allowed.

Commissioner Selby reviewed the formula and inquired why the number of trips per household were so high; whereby, Ms. Shealey stated the trips included deliveries, garbage trucks, school buses and others.

Mr. Hairston reviewed the police and fire impact fee feasibility analysis and reviewed the comparison between local municipalities. He reviewed the comparison of all proposed fees combined with other local municipalities.

Mr. Spraker noted there were eight discussion points that needed direction.

Mayor Partington suggested they review each point and allow each Commissioner to comment.

The Commission supported the first discussion point of eliminating the penalty for the impact fee credit.

The Commissioners stated they could support the maximum supportable fee with the one time increase for discussion point two, noting they would like to see what the revenue would be.

Mayor Partington stated he could support the 50 percent of the maximum supportable fee over a four-year time frame, noting he would like to see the revenue before deciding on the second discussion point.

The Commission supported discussion point four, eliminating the stormwater impact fee.

Commissioner Selby inquired on discussion point five and six, if the maximum increase was over a period of time or a one time increase; whereby, Mr. Spraker stated it would be a one-time increase.

Ms. Joyce Shanahan, City Manager, explained Volusia County was undergoing an impact fee study as well, noting she did not think the city's rate increase would lead to contractors looking at other municipalities to build within.

Mr. Spraker noted with the proposed local road and mobility fee increases the City of Daytona Beach was the only local municipality at a lower rate.

Commissioner Selby inquired if the city could temporarily suspend the impact fees, if needed, in an emergency situation; whereby, Mr. Spraker stated staff would look into it.

Commissioner Kent expressed his concerns with the increases on the fast food and convenience stores local road impact fees. He stated the impact fees do need to increase but had concerns on multiple local road impact fee items.

Commissioner Littleton inquired what roads would need to be improved; whereby, Mr. Spraker stated the north U.S.-1 corridor had many roads that need improvement.

The Commission agreed on discussion points five and six for a one time increase.

Mr. Spraker explained discussion points seven and eight were for an authorization to create police and fire impact fees.

The Commission agreed to approve an authorization for police and fire impact fees as public safety was very important for new equipment, technology and vehicles.

Item #11 – Reports, Suggestions, Requests

Impact Fees
Ms. Shanahan thanked the Commission for their input and reviewed the process for moving forward.

Commissioner Selby discussed the possible local road fees for various businesses around the city and thanked staff for the creation of the Western Service Area.

Events
Ms. Shanahan informed the Commission of the Commemorative 9/11 event on September 11, 2022 at 8:30 a.m. She explained there were a couple of upcoming public meetings including a Planning Board meeting for Tattersall and neighborhood meetings for self-storage buildings and vacant properties for a hotel and single-family homes. She stated there was an email at their seats from a City of Deltona Commissioner who was starting a First Responder Challenge.

From February 21, 2023
Discussion Item

City Commission Minutes

Commissioner Persis moved, seconded by Commissioner Tolland, for approval of Resolution No. 2023-55, as read by title only.

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

Mayor Partington closed the public hearings.

Item #9 – Discussion and Direction Items

Item #9A – Impact Fee Update, Including Police and Fire Impact Fees

Mr. Spraker stated the consultant would review what was discussed at the September 7, 2022 City Commission meeting, the police and fire impact fees, and noted there were five policies staff was looking for direction on.

Mr. Shawn Ocaio, Raftelis, reviewed the background on the study, connection fees, municipality impact fees, utility connection fees, impact fee credits, parks and recreation impact fees, stormwater impact fees, local road impact and mobility fees. He discussed the proposed police and fire impact fees analysis. He stated staff was looking for direction on five policies.

Commissioner Briley inquired about the drastic increase to the fees; whereby, Mr. Ocaio stated it was because of the length of time since the last update. Commissioner Briley clarified if a developer wanted to build a similar hotel to the one that was previously on the same site the developer would not have to pay the impact fee, however if the developer were to double the size of the hotel there would be impact fees on the addition.

Commissioner Persis inquired when the last impact fee update was; whereby, Mr. Spraker stated in 2011 the buildings fees were implemented, water and sewer had annual Consumer Price Index adjustments and everything else was in 1996.

Commissioner Tolland inquired what was included in the mobility fees; whereby, Mr. Ocaio confirmed trails and sidewalks would be included in the fees.

Mr. Paul Holub, 675 North Beach Street, expressed concerns regarding the fees for quick service restaurants and the Volusia County impact fees. He explained the county had a mechanism where a developer could pay under protest and identify actual trips for a reduced fee.

Mayor Partington inquired if there was similar mechanism for the city; whereby, Mr. Spraker stated there was an alternative analysis with the trip generation study to be reviewed by staff and noted if it was rejected by staff the applicant could appeal and bring it before the Commission.

Mr. Spraker stated it was a policy before the Commission tonight to decide if they would like to keep the quick service – drive-thru restaurants in their own category or be included in the restaurant category.

Mayor Partington inquired about the impact fees when the property was on a state or county road when the fees can only be used on local roads; whereby, Mr. Spraker stated the trips had impacts on local roads due to the trip generation starting points.

Commissioner Briley inquired if a drive-thru restaurant would be entitled to a refund if the actual trip generation did not meet the expected trip generation totaling the larger mobility fee amount; whereby, Mr. Spraker stated the drive-thru restaurant could apply for a refund. Commissioner Briley inquired if the developer could utilize a trip generation from a similar drive-thru restaurant; whereby, Mr. Spraker stated a similar drive-thru restaurant would be sufficient or to wait until after the restaurant opened and apply for a refund based on actual trips.

Mayor Partington stated the first policy staff was looking for direction on was if the impact fee credit revision should occur immediately or in fall of 2023; whereby, the whole Commission agreed to immediately.

Mayor Partington explained the second policy staff was looking for direction on was verification that the desired park and recreation impact fee should be the maximum supportable fee and if the fee should be implemented in one year or two; whereby, the whole Commission agreed to the maximum supportable fee implemented in one year.

Mayor Partington noted the third policy staff was looking for direction on was if the local road impact fee schedule should include drive-thru restaurants in the restaurant fee category. He stated he believed the category should be closer to $13,000 to $15,000; whereby, Commissioner Persis stated she believed $15,000 to $20,000 would be sufficient.

Mr. Spraker stated the Commission could not lower just one category, all categories would need to be lowered. He stated the Commission could recommend a lower percentage uniformly throughout the categories or could include the drive-thru restaurants in the restaurant category.

Ms. Shanahan confirmed there was a consensus for the drive-thru category to be included in the restaurant category.

Mayor Partington inquired about the fourth policy staff needed direction on, if the local road impact fee schedule should include convenience stores in the retail fee category; whereby, Commissioner Tolland stated she believed it should fall under the general commercial category, noting the category had delineations based on building size.

Mayor Partington stated the consensus of the Commission was to include the convenience stores in the general commercial category.

Mayor Partington explained the fifth policy staff was looking for direction on was what mobility fee per person trip, mobility fee should be assessed; whereby Mr. Spraker reviewed five options.

Ms. Shanahan confirmed there was a consensus for option one, proposed full mobility fee.

Mayor Partington inquired if there were any comments or concerns regarding the new analysis presented for the police and fire impact fees.

There were no further comments.

Item #10 – Reports, Suggestions, Requests

Events

Ms. Shanahan stated K-9 Rex would retire on Friday, February 24, 2023. She stated Police Chief Jesse Godfrey, Corporal Rhett Summerlot and Officer Rafael Medina would ride in the Police Unity Tour from May 8 through May 14, 2023 starting in Portsmouth, Virginia and ending in Washington D.C. She discussed the Reel in the Fun tournament, Movies on the Halifax, Art in the Park, Taste of Ormond, Celtic Festival and Walk with the manager events. She discussed the memorial for Ormond Beach Firefighter Ethan Wilson.

Commissioner Persis stated she attended the Seabreeze High School ribbon cutting for their agricultural program and the ribbon cutting at the Riverbend Natural Park.

Commissioner Briley discussed the events he attended including Economic Prosperity Hour, Riverbend Natural Park ribbon cutting, and Seabreeze High School agricultural program ribbon cutting.

Commissioner Tolland mentioned the events she attended including the ribbon cutting at the YMCA, Riverbend Natural Park ribbon cutting, Bear Creek talent show, and the Reel in the Fun fishing tournament. She stated she attended the Ormond MainStreet meeting and provided an update.

Commissioner Sargent discussed the Reel in the Fun fishing tournament. He inquired if the link to the fundraising for the Police Unity Tour could be posted to social media.

Planning Board minutes from March 9, 2023

ITEM:

LDC-2021-019

Land Development Code Amendment: Impact Fee Study Update – Connection, Mobility, and Impact Fee amendments

Discussion Item

advise given from the City's consultant that the impact fees should not be expired. If a use was there and it was demolished, the impact fees have been pain and satisfied, and the provision should be removed from the Code. The fees can be transferable by state law, therefore it is being asked for item C to be struck from the amendment.

Ms. Shull asked what impact fees pay for. Mr. Spraker replied that impact fees pay for capital facilities that new development creates, such as waterlines, sewer lines, capacity of the plant, turn-lane, sidewalk, trail, park and recreation. It allows capital facilities that are needed based on new growth. Examples were discussed.

Chairman Thomas ensured that no one from the public was present to speak on the subject, then opened it up to the Board for discussion and entertained a motion.

Mr. Railsback motioned to approve LDC 2021-019, Land Development Code Amendment: Section 1-27, Impact Fees. Mr. Galloway seconded it. Vote was called, and the motion was approved (7-0).

VIII. PUBLIC COMMENTS

The opportunity was announced and it was determined that there was no one in attendance that wished to deliver any public comments.

IX. OTHER BUSINESS

A. Impact Fee Study Update

Mr. Spraker reviewed the City of Ormond Beach Connection and Impact Fee Summary, and the Police and Fire Impact Fee Study that was in the Planning Board packet and displayed overhead that was put together with the help of the contracted company Raftelis Consultants over 2021-2023. He stated a Land Development Code (LDC) Amendment will be presented to the Board.

Mr. Spraker stated that impact fees are paid by new development and expansions for increased demand for services and as growth and new development happens there are impacts to water, sewer, roads, park and recreation, police and fire. The basis for impact fees and related criteria have been developed under Florida Statutes and case law. Mr. Spraker continued that there was a Florida Impact Fee Act that was created in 2006 and recently amended in 2021.

Mr. Spraker explained that the consultant, Raftelis, provided the conditions and parameters of impact fees and state that it has to be based on the most recent localized data, looking at the city-capital costs and what the city's population is. He added that 90 days-notice is required before imposing a new or increased fee. Regarding legal considerations and criteria, Mr. Spraker stated that there is a dual rational nexus based on the cost of capacity to serve new growth where impact fees must be based on the capital cost requirements anticipated for providing service to new development. Impact fees must be based upon reasonable level of service standards that meet the needs of the City. Mr. Spraker emphasized that impact fees cannot be used to fund deficiencies in capital needs of the city or pay for any operating costs. It can be used for a new capacity and in a specific matter.

Mr. Spraker reviewed information on water and sewer impact fees and stated that the City has had the water and sewer impact fee since 1974. It was suggested to change

the term impact fee to a 'connection fee' which has been done throughout the State of Florida. He added that it was also recommended to add a western service area. The difference in existing and proposed fees were explained, showing that the water went down and the sewer went up for single-family unit, based on capital costs.

Mr. Spraker reviewed information on stormwater impact fees. The consultant researched and discovered that they could not find another jurisdiction with a stormwater impact fee as most use stormwater fees. It was recommended to delete the stormwater impact fee and City Commission agreed.

Mr. Spraker reviewed information on park and recreation impact fee. There were questions regarding reducing the Impact Fee or extend it over time. The City Commission provided direction to go to the full maximum justifiable amount over a one-year period.

Board Comments and Questions

Chairman Thomas commented on the park and recreation impact fee, stating that the amount is justifiable due to the amount of people that are increasingly using it and the cost of the astronomical maintenance and repairs. He concluded that the City of Ormond Beach has beautiful facilities and believes that it is in the best interest of Ormond Beach to continue to maintain them.

Mr. Spraker reviewed information on the local roads impact fee. The fast-food and convenience store were included in other, larger categories as recommended by the City Commission.

Ms. Shull remarked that there is a lot of traffic from other areas that impact the City of Ormond Beach roads and inquired about the ITE (Institute of Transportation Engineers) Trip Generation. Mr. Spraker answered that the regional model is put into the model for the ITE Trip Generation for local roads, not Granada Boulevard or Volusia County-maintained roads. Ms. Shull emphasized the amount of overflow the City of Ormond Beach roads receive from other cities and expressed concern about it skewing the numbers. It was emphasized that ITE is used to determine traffic flows, now in the 11th Edition, the newest edition and is up to date.

Mr. du Moulin concurred with Ms. Shull, and commented about the growth on Williamson Boulevard and Clyde Morris Boulevard with commuters from other areas using the City of Ormond Beach roads and inquired if the study took it into account. Mr. Spraker replied that they did so through a regional model. He added that they are paying a Volusia County impact fee. The uses are paying both local roads and Volusia County, as well as their own jurisdiction.

Mr. Railsback delivered his knowledge of what he learned when he worked with Impact Fees himself, and noted that the model previously discussed, serves as the basis for defense of the reason for a specific charge, coordinating with data related to the regional entity/municipality, the County, and identifies how and why the City is charging that same user twice.

Mr. du Moulin inquired about the fire and police impact fee. Mr. Spraker explained that they do a calculation and then come up with what the City can charge at a

maximum, based on the capital facilities and new growth. He added that for police and fire, they cannot use it for operations. It can be used for new service. If setting up a new zone, they can buy a new car, truck, or part of a truck, and do existing building additions, and can do an Emergency Operations Center (EOC).

Mr. Jorczak inquired if anyone in the area is required to review and integrate the information into any decision process and bless the City's decision on the fees. Mr. Spraker answered that the blessing will come through the Ordinance and Planning Boards recommendation and the City Commission's action based on the data analysis generated from Raftelis over three studies. He reiterated that these are only Ormond Beach impact fees.

Mr. Spraker stated the report recommended that the Impact Fees be reviewed every five years so there is not such a large increase.

Mr. Galloway expressed his concern with impact fees, commenting that they are like an artificial tax, going by a different name. He continued that the end users are really the ones who

Mr. Scudiero inquired what was sought from the Board at this meeting.

Mr. Spraker stated that the City Commission has already given direction on the impact fees update, but welcomed the expression of opinions on the subject from the Planning Board, as it is not absolute yet. Mr. Spraker continued that the goal is not to surprise the Board with the Ordinance and to make all aware of the background data and analysis and to identify any concerns.

Mr. Spraker reviewed information on the mobility fees, different than local road Impact Fees and were enacted in 2011. The City adopted mobility fees for corridors physically or politically constrained; Granada Boulevard from Williamson Boulevard to Atlantic Avenue (A1A); A1A south and portions of U.S. Highway 1. Those roads are not designated to be extended. Mr. Spraker explained that in those areas, mobility fees are charged and can be used for a broader range of uses, or pay for transit, trails or sidewalks. Outside those three corridors, the local road Impact Fee would pay.

Mr. Spraker reviewed information on the police impact fees and explained that they are not assessed today. He reviewed the single-family residential change comparison and increase of fees, showing how the water and stormwater are less.

It was asked how much time has been put into the impact fee study. It was said to be a considerable amount of time to gather the data and for the study to be done itself, including staff time and consultant time. Mr. Spraker reviewed the tentative schedule regarding the Ordinance.

XI. MEMBER COMMENTS

Mr. Railsback commended the staff for their hard work and input on the impact fees update.

Mr. Jorczak asked about City property at the park next to Riverbend, and the status of how it will fit into the City plans for recreation and if since it is adjoining the study going on for the airport property, if the two will be integrated them. Mr. Spraker

DRAFT

Planning Board minutes from

April 13, 2023

ITEM:

LDC-2021-019

Land Development Code Amendment: Impact Fee Study Update – Connection, Mobility, and Impact Fee amendments

Mr. Jorczak asked if existing building codes would impact replacement mobile homes. Mr. Spraker stated that the amendment was solely related to setbacks and all building code requirements would be applicable.

Mr. Galloway asked if this would apply to the mobile home park along U.S. Highway 1, north of Granada Boulevard. Mr. Spraker stated that this property was zoned as B-4, Central Business, and this amendment would not be applicable to that property.

Ms. Shull ensured that no one from the public was present to speak on the subject, then opened it up to the Board for discussion and entertained a motion.

Mr. Scudiero motioned to approve LDC 2023-043, Land Development Code Amendment: Section 2-21, T-2, Manufactured Home, Special Standards. Mr. du Moulin seconded it. Vote was called, and the motion was approved (6-0).

G. LDC 2021-019, Land Development Code Amendment: Impact Fee Study Update – Connection, Mobility, and Impact Fee Amendments

Mr. Spraker, Planning Director, explained the administrative amendment to the Land Development Code (LDC), to implement the recommendations of the impact fee study update. Mr. Spraker recalled this item was discussed at the March Planning Board meeting. Mr. Spraker displayed a PowerPoint of the proposed amendments that included the following key points:

1. Water and sewer: Changed terminology from impact fees to connection fees.
2. Water: Connection fee amended from $2,902 to $2,333 for an equivalent living unit (one single-family house).
3. Sewer: Connection fee amended from $2,829 to $3,577 for an equivalent living unit.
4. Stormwater: Delete stormwater impact fee and rely on stormwater connection fee.
5. Park & Recreation: Amended parks & recreation impact fee from $1,312.24 to $2,500 for a single family residential unit.
6. Discussed the mobility fee and there may be a desire to reduce the selected option because it assesses the maximum fee that can be justified.
7. Updated the local road impact fee based on use categories.
8. Created police and fire impact fees.

Mr. Spraker reviewed the total changes which were primarily the local road and park and recreation impact fee for a single-family house. Mr. Spraker detailed the project scheduled and stated that there is a 90-day effective period for the implementation of the impact fees. Mr. Spraker concluded that staff recommends approval.

Ms. Shull opened it up to the Board for discussion and entertained a motion.

Board Questions

Mr. du Moulin inquired to the stormwater impact fee. Mr. Spraker stated that no other Florida jurisdictions are assessing this and instead relying on the stormwater fee as part of the utility assessments.

Mr. Jorczak asked Mr. Spraker if he was aware that the State of Florida overruled a county impact fees. Mr. Jorczak asked what the impact of a ruling like that would be. Mr. Spraker stated he was unaware of this case. He stated that the state has established perimeters and regulations regarding impact fees which is why the City hired an expert on impact fees.

Attorney Hayes explained that the State Legislature has established laws for the implementation of impact fees. Attorney Hayes stated he was not aware of the specific case referenced. Attorney Hayes stated that the city has hired a professional consultant who has performed the data and analysis to establish the proposed fees.

Mr. Railsback explained that there is a rational nexus test for proposed fees based on the infrastructure needs of a city.

Mr. Galloway stated that it is important to remember that the end user, typically homeowners, are the ones who end up paying the impact fees.

Mr. Scudiero motioned to approve LDC 2021-019, Land Development Code Amendment: Impact Fee Study Update – Connection, Mobility, and Impact Fee Amendments. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

VIII. PUBLIC COMMENTS

The opportunity was announced and it was determined that there was no one in attendance that wished to deliver any public comments.

IX. OTHER BUSINESS

None.

X. MEMBER COMMENTS

Mr. Galloway expressed the importance of everyone on the Board voting and commended staff. He commented that he is anxious to hear about the outcome of Tomoka Oaks and asked if anymore Neighborhood Meetings are required. Mr. Spraker replied that no more Neighborhood Meetings are required.

Mr. Jorczak commended Mr. Storch's work on the RidgeHaven presentation and the applicant and developers efforts in solving problems.

Mr. du Moulin thanked Mr. Spraker and further expressed his HOA concerns.

Mr. Railsback commended staff and the Boards input. He added that he is in support of the preventative action of staff looking into an ordinance amendment to further support no short-term rentals so that they do not invade our community.

Mr. Scudiero thanked Mr. Spraker.

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 8.I
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-31
Strategic Goal:	Transportation & Community Development - Other		
Department :	Planning & Building		
Subject:	Code of Ordinance Amendments, Connection, Mobility and Impact Fees (SECOND READING)		
Budget Impact:	The Code of Ordinance amendments seek to direct all references to the LDC and update terminology, and have no budget impacts.		
Summary:	This is an administrative amendment to the Code of Ordinances, to implement the recommendations of the impact fee study update. The purpose of the proposed amendments is to move all connection and impact fee assessments to the LDC and amend any reference to water or sewer impact fees to connection fees.		
Recommended Action:	It is recommended to approve the amendments to the Code of Ordinances to update connection, mobility, and impact fees based on (1) "Water and Wastewater Utility System Connection Fee Study", (2) "Municipal Impact Fee Study" and (3) "Police and Fire Impact Fee Study". If approved, the amendments would be effective on September 4, 2023.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	5/17/2023	
Claire Whitley, Assistant City Manager	5/17/2023	
Joyce Shanahan, City Manager	6/1/2023	

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: June 6, 2023

Subject: Code of Ordinance Amendments, Connection, Mobility and Impact Fees (SECOND READING)

Commission Goal: Transportation & Community Development - Other

Introduction

This is an administrative amendment to the Code of Ordinances, to implement the recommendations of the impact fee study update, by amending **(1)** Section 22-2, Determination of equivalent living units, of Article I, Water, of Chapter 22, Water and Sewers, **(2)** Section 22-29, Special provisions for water for irrigation and swimming pools, of Article I, Water, of Chapter 22, Water and Sewers, **(3)** Section 22-115, Fee imposed, schedule, of Article III, Impact Fee for System Extensions, of Chapter 22, Water and Sewers, **(4)** Section 22-118, Property subject to fee; method of payment, of Article III, Impact Fee for System Extensions, of Chapter 22, Water and Sewers, **(5)** Section 22-119, Impact fee financing, of Article III, Impact Fee for System Extensions, of Chapter 22, Water and Sewers, **(6)** Section 22-132, Legislative findings; purpose, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers, **(7)** Section 22-133, Service area, defined, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers, **(8)** Section 22-135, Rates for water and sewer services; impact fees, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers, **(9)** Section 22-140, Impact fees, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers, **(10)** Section 22-162, Boundaries and purpose, of Article VI, West Ormond Utilities District, of Chapter 22, Water and Sewers, **(11)** Section 22-165, Impact Fees, of Article VI, West Ormond Utilities District, of Chapter 22, Water and Sewers, **(12)** Section 22-168, Outside city service, of Article VI, West Ormond Utilities District, of Chapter 22, Water and Sewers, **(13)** Section 22-169, Connections required, of Article VI, West Ormond Utilities District, of Chapter 22, Water and Sewers, **(14)** Section 8-421, Purpose and intent, of Article IX, Impact Fees, of Chapter 8, Buildings and Construction Regulations, **(15)** Section 8-422, Fees Imposed, of Article IX, Impact Fees, of Chapter 8, Buildings and Construction Regulations, **(16)** Section 8-423, Impact Fee financing, of Article IX, Impact Fees, of Chapter 8, Buildings and Construction Regulations, **(17)** Section 8-10, Application processing fees, of Article I, In General, of Chapter 8, Buildings and Construction Regulations, to

implement the recommendations of the water and wastewater utility system connection fee study, municipal impact fee study, and police and fire impact fee study.

Background

On May 18, 2021, the Commission authorized Resolution 2021-86 to accept a bid proposal from Raftelis for an impact fee study update to review and amend the water, sewer, park & recreation, stormwater, local road and mobility fees. The scope-of-work also provided a task for a feasibility analysis to add fire and police impact fees and make a recommendation if these fees should be pursued with a separate work authorization. The total fee for the impact fee study is $99,445. On October 5, 2022, the Commission authorized Resolution 2022-121 that authorized $31,555 for the development of Police and Fire impact fees by Raftelis.

Raftelis has performed three (3) studies that serve as the data and analysis for the Land Development Code (LDC) and Code of Ordinance amendments:

- Water and wastewater utility system connection fee study;
- Municipal impact fee study; and
- Police and fire impact fee study.

The connection, mobility, and impact fees are proposed to be contained in the LDC. There are multiple references to impact fees in the Code of Ordinances. The purpose of the proposed amendments is to move all connection and impact fee assessments to the LDC and amend any reference to water or sewer impact fees to connection fees.

Discussion

There are seventeen sections of the Code of Ordinances that are proposed to be amended. A summary of the amendments is provided below:

(1) Section 22-2, Determination of equivalent living units, of Article I, Water, of Chapter 22, Water and Sewers:
Deletion of entire section and marked as reserved. The equivalent living units are contained in the LDC sections.

(2) Section 22-29, Special provisions for water for irrigation and swimming pools, of Article I, Water, of Chapter 22, Water and Sewers:
Amended term “impact” fee to “connection” fee in Section.

(3) Section 22-115, Fee imposed, schedule, of Article III, Impact Fee for System Extensions, of Chapter 22, Water and Sewers:
Deletion of entire section and marked as reserved. Section included impact fee schedule and automatic indexing of water and sewer impact fees which is not allowed under current state law.

(4) Section 22-118, Property subject to fee; method of payment, of Article III, Impact Fee for System Extensions, of Chapter 22, Water and Sewers:
Deletion of entire section and marked as reserved. Section required payment of impact

fees prior to connection, which is contained in the LDC.

(5) Section 22-119, Impact fee financing, of Article III, Impact Fee for System Extensions, of Chapter 22, Water and Sewers:
Section allowed the deference of impact fee with a lien placed on a single-family house. Staff is not aware of any instance where this occurred since 1996.

(6) Section 22-132, Legislative findings; purpose, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers:
Amended term "impact" fee to "connection" fee in Section.

(7) Section 22-133, Service area, defined, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers:
Amended term "impact" fee to "connection" fee in Section.

(8) Section 22-135, Rates for water and sewer services; impact fees, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers:
Amended term "impact" fee to "connection" fee in Section.

(9) Section 22-140, Impact fees, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers:
Amended term "impact" fee to "connection" fee in Section. Referred connection fee reference to the LDC.

(10) Section 22-162, Boundaries and purpose, of Article VI, West Ormond Utilities District, of Chapter 22, Water and Sewers:
Amended term "impact" fee to "connection" fee in Section.

(11) Section 22-165, Impact Fees, of Article VI, West Ormond Utilities District, of Chapter 22, Water and Sewers:
Amended term "impact" fee to "connection" fee in Section. Deleted references to former impact fee amounts and referred the costs of connection fees to Section 1-25, Connection Fees, of the LDC. Deleted reference to automatic cost of living increase which is no longer allowed.

(12) Section 22-168, Outside city service, of Article VI, West Ormond Utilities District, of Chapter 22, Water and Sewers:
Amended term "impact" fee to "connection" fee in Section. Referred reference to reimbursement of line extension to the LDC.

(13) Section 22-169, Connections required, of Article VI, West Ormond Utilities District, of Chapter 22, Water and Sewers:
Amended term "impact" fee to "connection" fee in Section. Referred reference to connection fees to the LDC.

(14) Section 8-421, Purpose and intent, of Article IX, Impact Fees, of Chapter 8, Buildings and Construction Regulations:
Deletion of entire section and marked as reserved. Fee schedules for connection,

mobility, and impact fees will be within the LDC.

(15) Section 8-422, Fees Imposed, of Article IX, Impact Fees, of Chapter 8, Buildings and Construction Regulations:
Deletion of entire section and marked as reserved. Fee schedules for connection, mobility, and impact fees will be within the LDC.

(16) Section 8-423, Impact Fee financing, of Article IX, Impact Fees, of Chapter 8, Buildings and Construction Regulations:
Deletion of entire section and marked as reserved. Fee schedules for connection, mobility, and impact fees will be within the LDC.

(17) Section 8-10, Application processing fees, of Article I, In General, of Chapter 8, Buildings and Construction Regulations:
Added alternative connection or impact fee analysis fee for any project/individual that desires to perform an independent connection or impact fee analysis per the LDC requirements.

Budget Impact

The Code of Ordinance amendments seek to direct all references to the LDC and update terminology, and have no budget impacts.

Citizen Impact

There is no direct citizen impact of the amendments. The amendments ensure consistency and have one place for connection, mobility, and impact fees.

Recommendation

It is recommended to approve the amendments to the Code of Ordinances to update connection, mobility, and impact fees based on (1) “Water and Wastewater Utility System Connection Fee Study”, (2) “Municipal Impact Fee Study” and (3) “Police and Fire Impact Fee Study”. If approved, the amendments would be effective on September 4, 2023.

Attachments:

1. 23-31 COO amendments, impact fee study update (P23-0082G)

Approvals:

Kelly A. McGuire

Date: May 17, 2023

Kelly McGuire, Finance Director



Claire Whitley, Assistant City Manager

Date: May 17, 2023



Joyce Shanahan, City Manager

Date: June 01, 2023

ORDINANCE NO. 2023-31

AN ORDINANCE AMENDING SECTION 8-10, APPLICATION PROCESSING FEES, OF ARTICLE I, IN GENERAL, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 8-421, PURPOSE AND INTENT, OF ARTICLE IX, IMPACT FEES, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 8-422, FEES IMPOSED, OF ARTICLE IX, IMPACT FEES, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 8-423, IMPACT FEE FINANCING, OF ARTICLE IX, IMPACT FEES, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 22-2, DETERMINATION OF EQUIVALENT LIVING UNITS, OF DIVISION 1, GENERALLY, OF ARTICLE I, WATER, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-29, SPECIAL PROVISIONS FOR WATER FOR IRRIGATION AND SWIMMING POOLS, OF DIVISION 2, RATES AND CHARGES, OF ARTICLE I, WATER, OF CHAPTER 22, WATER AND SEWERS; REPEALING SECTION 22-115, FEE IMPOSED; SCHEDULE, OF ARTICLE III, IMPACT FEE FOR SYSTEM EXTENSIONS, OF CHAPTER 22, WATER AND SEWERS; REPEALING SECTION 22-118, PROPERTY SUBJECT TO FEE; METHOD OF PAYMENT, OF ARTICLE III, IMPACT FEE FOR SYSTEM EXTENSIONS, OF CHAPTER 22, WATER AND SEWERS; REPEALING SECTION 22-119, IMPACT FEE FINANCING, OF ARTICLE III, IMPACT FEE FOR SYSTEM EXTENSIONS, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-132, LEGISLATIVE FINDINGS; PURPOSE, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-133, SERVICE AREA, DEFINED, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-135, RATES FOR WATER AND SEWER SERVICES; IMPACT FEES, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-140, IMPACT FEES, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-162, BOUNDARIES AND PURPOSE, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-165, IMPACT FEES, OF ARTICLE VI, WEST ORMOND

UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-168, OUTSIDE CITY SERVICE, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; AND AMENDING SECTION 22-169, CONNECTIONS REQUIRED, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH TO IMPLEMENT THE RECOMMENDATIONS OF THE WATER AND WASTEWATER UTILITY SYSTEM CONNECTION FEE STUDY, MUNICIPAL IMPACT FEE STUDY, AND POLICE & FIRE IMPACT FEE STUDY; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 8-10, Application processing fees, of Article I, In General, of Chapter 8, Buildings and Construction Regulations, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

*(1) Advertising fee for public hearings. ***No change to existing text****

*(2) Annexation. ***No change to existing text****

*(3) Comprehensive Plan. ***No change to existing text****

*(4) Concurrency. ***No change to existing text****

*(5) Development of regional impact. ***No change to existing text****

*(6) Historic preservation. ***No change to existing text****

*(7) Grading and filling/clearing. ***No change to existing text****

*(8) Land Development Code fees. ***No change to existing text****

(9) Miscellaneous.

#	Item	Fee	Advertising Fees
1.	Alternative connection or impact fee analysis	Actual cost of consultant review fees. $3,000.00 deposit is required.	Not assessed
~~1~~ 2.	Appeal of interpretation	$300.00	Not assessed

~~2~~ 3.	Doggie dining license		
	Annual license	$100.00	Not assessed
	Annual inspection	$45.00	
	Re-inspection	$30.00	
~~3~~ 4.	Easement releases	$200.00 (includes recording costs)	Not assessed
~~4~~ 5.	Garage or yard sales	First and second event $5.00 each, or $10.00 if issued after the fact; third event no charge.	Not assessed
~~5~~ 6.	Landscape bond	1% of the amount bonded.	Not assessed
~~6~~ 7.	Miscellaneous work within the city right-of-way	$100.00	Not assessed
~~7~~ 8.	Mobile Food Dispensing Vehicle host permit	$100.00	Not assessed
~~8~~ 9.	Original artwork mural	No application fee; advertising fees shall be required.	$550.00 (LNAM) (LNAM)
~~9~~ 10.	Temporary outdoor sales of merchandise	$25.00	Not assessed
~~10~~ 11.	Zoning determination letter	$ 50.00	Not assessed
~~11~~ 12.	Zoning sign-off for alcoholic beverage licenses	$50.00	Not assessed

*(10) – (22) ***No change to existing text****

SECTION TWO. Section 8-421, Purpose and intent, of Article IX, Impact Fees, of Chapter 8, Buildings and Construction Regulations, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby repealed in its entirety and reserved for future use:

ARTICLE IX. ~~IMPACT FEES~~[1] RESERVED

~~Sec. 8-421. Purpose and intent.~~ Reserved

~~The purpose of this article is to establish comprehensive impact fees to be paid upon the start of construction of the types of construction hereinafter specified in the city. The said fees are levied in order to provide for the capital~~

~~improvements included in the city's comprehensive plan, the need for which is generated by new development within the city.~~

SECTION THREE. Section 8-422, Fees imposed, of Article IX, Impact Fees, of Chapter 8, Buildings and Construction Regulations, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby repealed in its entirety and reserved for future use:

~~Sec. 8-422. Fees imposed.~~ Reserved

~~There are hereby imposed the following impact fees upon the following types of development constructed in the city, for which a construction contract is entered into and a building permit is applied for after October 1, 1990, in accordance with the following schedule:~~

~~Type of Construction~~	~~Gross Fee~~	~~Bond Credit~~	~~Net Fee~~
~~(1) Cultural facilities:~~			
~~Single-family~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
~~Multifamily~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
~~Mobile/manufactured home~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
~~(2) Local roads:~~			
~~Residential~~			
~~Single-family~~	~~$90.00~~	~~$0.00~~	~~$90.00~~
~~Multifamily~~	~~$90.00~~	~~$0.00~~	~~$90.00~~
~~Mobile/manufactured home~~	~~$90.00~~	~~$0.00~~	~~$90.00~~
~~Hotel/motel~~	~~$63.00~~	~~$0.00~~	~~$63.00~~
~~Nonresidential~~			
~~General/government office~~	~~$125.00~~	~~$0.00~~	~~$125.00~~
~~Medical office~~	~~$555.00~~	~~$0.00~~	~~$555.00~~
~~Hospital~~	~~$116.00~~	~~$0.00~~	~~$116.00~~
~~Nursing home~~	~~$36.00~~	~~$0.00~~	~~$36.00~~
~~Industrial~~	~~$54.00~~	~~$0.00~~	~~$54.00~~
~~Warehouse~~	~~$54.00~~	~~$0.00~~	~~$54.00~~
~~Miniwarehouse~~	~~$54.00~~	~~$0.00~~	~~$54.00~~
~~General commercial~~			
~~0—99,000~~	~~$457.00~~	~~$0.00~~	~~$457.00~~
~~100,000—199,000~~	~~$439.00~~	~~$0.00~~	~~$439.00~~
~~200,000—299,999~~	~~$331.00~~	~~$0.00~~	~~$331.00~~
~~CBD sandwich shop Type B~~	~~$340.00~~	~~$0.00~~	~~$340.00~~
~~Restaurant Type A/C/D~~	~~$483.00~~	~~$0.00~~	~~$483.00~~

~~General recreation~~	~~$31.00~~	~~$0.00~~	~~$31.00~~
~~Local park~~	~~$31.00~~	~~$0.00~~	~~$31.00~~
~~Churches/education~~	~~$81.00~~	~~$0.00~~	~~$81.00~~
~~Day care~~	~~$201.00~~	~~$0.00~~	~~$201.00~~
~~Convenience store~~	~~$743.00~~	~~$0.00~~	~~$743.00~~
~~Banks w/ drive-thru~~	~~$743.00~~	~~$0.00~~	~~$743.00~~
~~Banks w/o drive-thru~~	~~$483.00~~	~~$0.00~~	~~$483.00~~
~~(3) Parks and recreation:~~			
~~Single-family~~	~~$718.00~~	~~$171.00~~	~~$547.00~~
~~Multifamily~~	~~$575.00~~	~~$159.00~~	~~$416.00~~
~~Mobile/manufactured home~~	~~$431.00~~	~~$118.00~~	~~$313.00~~
~~(4) Stormwater:~~			
~~Single-family~~	~~$69.00~~	~~$0.00~~	~~$69.00~~
~~Multifamily~~	~~$21.00~~	~~$0.00~~	~~$21.00~~
~~Mobile/manufactured home~~	~~$28.00~~	~~$0.00~~	~~$28.00~~
~~Hotel/motel~~	~~$7.00~~	~~$0.00~~	~~$7.00~~
~~Office/professional~~	~~$62.00~~	~~$0.00~~	~~$62.00~~
~~Warehouse~~	~~$48.00~~	~~$0.00~~	~~$48.00~~
~~Industrial~~	~~$69.00~~	~~$0.00~~	~~$69.00~~
~~Retail commercial~~	~~$76.00~~	~~$0.00~~	~~$76.00~~
~~Institutional~~	~~$69.00~~	~~$0.00~~	~~$69.00~~
~~(5) Water, sewer, reclaimed water: As imposed by chapter 22.~~			

SECTION FOUR. Section 8-423, Impact fee financing, of Article IX, Impact Fees, of Chapter 8, Buildings and Construction Regulations, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby repealed in its entirety and reserved for future use:

~~Sec. 8-423. Impact fee financing.~~ Reserved

~~The provisions of sections 8-421 and 8-422 to the contrary notwithstanding, the collection of impact fees applicable to the construction of single-family owner-occupied "affordable housing," as defined in the HUD standards, within the "priority area" of the community development block grant program shall be made in the manner hereinafter described. Prior to the issuance of a certificate of occupancy for an "affordable housing" unit as aforedescribed, the owner of the real property on which the unit is constructed shall record a lien in favor of the city and equal in amount to the sum of all impact fees when applicable to the unit. The lien shall remain a lien, coequal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles and claims, until paid, shall bear~~

~~interest at zero percent, and shall be due and payable in full at such time as the unit is sold for consideration to a third party other than the initial occupants of the unit.~~

SECTION FIVE. Section 22-2, Determination of equivalent living units, of Division 1, Generally, of Article I, Water, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby repealed in its entirety and reserved for future use:

Sec. 22-2. ~~Determination of equivalent living units.~~ Reserved.

~~For the purposes of this article, "equivalent living units" (E.L.U.s) shall be determined in accordance with this section:~~

~~(1) *Single-family residential.* Each single-family residence served by the city through a single sewer service or water meter shall be one equivalent living unit. Each water meter other than the first provided to serve a single-family residence as an irrigation meter will be exempted.~~

~~(2) *Rooms, combinations of rooms, etc.* Each residential room, combination of rooms, apartment or prepared mobile home space that includes connection points for sewer or water service that is owner-occupied, offered separately for rent as a rental unit, or vacant shall be one equivalent living unit.~~

~~(3) *Nonresidential, commercial and industrial.* For nonresidential uses not specifically defined elsewhere in this article, the number of equivalent living units shall be computed by the building official using the fixture unit count as defined in the most recent data published by the American Water Works Association and the following table:~~

~~Fixture Units~~	~~E.L.U.~~
~~0—15~~	~~1~~
~~16—30~~	~~2~~
~~31—60~~	~~3~~
~~61—80~~	~~4~~
~~81—100~~	~~5~~
~~101—160~~	~~6~~
~~161—240~~	~~7~~
~~241—340~~	~~8~~
~~341—480~~	~~9~~
~~481—620~~	~~10~~
~~621—800~~	~~11~~
~~801—1,000~~	~~12~~
~~1,001—1,300~~	~~13~~
~~1,301—1,651~~	~~14~~

~~For each additional increment of 750 fixture units, add one E.L.U.~~

~~(4) *Combination accounts.* Accounts that contain both residential and commercial facilities served through a common meter may be treated as either residential or nonresidential, whichever method of computation results in the largest number of equivalent living units.~~

~~(5) *Changes in occupancy*. If a building permit is issued for an existing nonresidential, commercial or industrial connection which will increase water or sewer demand, or if a building changes from residential to nonresidential occupancy, the total number of E.L.U.s for the old and new parts of the facility shall be computed as outlined in subsection (3) of this section. The number of new E.L.U.s shall be determined by subtracting the old E.L.U.s from the total number of E.L.U.s in the entire facility. The fee will be assessed on the number of new E.L.U.s. As an example, if an existing building contained 150 fixture units and it was expanded to 300 fixture units, the fee would equal eight E.L.U.s minus six E.L.U.s or two E.L.U.s.~~

~~(6) *Multiple minimum.*~~

~~a. Each equivalent living unit will be subject to a minimum charge. The minimum charge for a building complex served through one water meter will be the current E.L.U. minimum for in-city or, if applicable, out-of-city accounts, for each equivalent living unit, less $0.50 for each equivalent living unit in excess of one.~~

~~b. Monthly water allowance under the minimum billing will be equal to one current allowance for single service per equivalent living unit.~~

~~c. The equivalent living unit minimum charge applies whether all or any portion of the living units are owner-occupied, renter-occupied or vacant.~~

SECTION SIX. Section 22-29, Special provisions for water for irrigation and swimming pools, of Division 2, Rates and Charges, of Article I, Water, of Chapter 22, Water and

Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-29. Special provisions for water for irrigation and swimming pools.

(a) *Separate meter authorized. ***No change in existing text****

(b) *Conditions of issuance. ***No change in existing text****

(c) *Credit for or refund of ~~impact~~ connection fee.* If the property is connected to the reclaimed water system within ten years of the date the ~~impact~~ connection fee required by this Code and the land development code is paid and the irrigation meter is removed from the property, the payor shall be entitled to a pro rata refund of the ~~impact~~ connection fee based on a ten-year amortization period or a credit in the amount of the said refund against any reclaimed water ~~impact~~ connection fee which may then be in effect. Only those persons paying such ~~impact~~ connection fee on and after October 1, 1990, shall be eligible for such refund or credit. Application for any refund or credit shall be made to the Finance Director at the time of connection to the reclaimed water system. There shall be no interest paid on any ~~impact~~ connection fee refunded pursuant to this subsection.

(d) *Deposit and charges. ***No change in existing text****

(e) *Water excluded in computing sewer bills. ***No change in existing text****

(f) *Charge for reading regular meter at customer request. ***No change in existing text****

(g) *Location of meters; consumer to provide connections; city's right of entry. ***No change in existing text****

SECTION SEVEN. Section 22-115, Fee imposed; schedule, of Article III, Impact Fee for System Extensions, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby repealed in its entirety and reserved for future use:

ARTICLE III. ~~IMPACT FEE FOR SYSTEM EXTENSIONS~~ RESERVED

Sec. 22-115. ~~Fee imposed; schedule~~ Reserved.

~~(a) There is hereby imposed, in accordance with section 1-27 of the land development code, an impact fee based on the city commission's determination~~

~~of the equitable portion of the cost of financing the extension of the system upon the equivalent living unit responsible for the need for additional system financing.~~

~~(b) The fees for residential units shall be imposed as follows:~~

~~(1) For each equivalent living unit connected to the system:~~

~~a. For properties within the North Mainland Water and Sewer Area (as described on Exhibit A of the ordinance from which this article is derived):~~

~~Water service impact fee~~	~~$2,902.00~~
~~Sewer service impact fee~~	~~$2,829.00~~
~~Total for both services~~	~~$5,731.00~~

~~b. For properties within the West Ormond Utilities Districts, as set forth in article VI of this chapter.~~

~~c. For properties within the Arroyo Parkway Subdivision Utilities Extension District (as described on Exhibit B):~~

~~Water service impact fee~~	~~$2,902.00~~
~~Sewer service impact fee~~	~~$2,829.00~~
~~Total for both services~~	~~$5,731.00~~

~~d. For properties within the Hunter's Ridge-Flagler County DRI Service Area, as set forth in article IV of this chapter:~~

~~Water service impact fee~~	~~$2,902.00~~
~~Sewer service impact fee~~	~~$2,829.00~~
~~Total for both services~~	~~$5,731.00~~

~~Except that in accordance with Section 5.2 of the City-Flagler County Interlocal Agreement (recorded at Book 6421, Page 2821 of the Public Records of Volusia County, Florida) impact fees shall not be charged for any Flagler County facility.~~

~~e. For properties in other areas:~~

~~Water service impact fee~~	~~$2,902.00~~
~~Sewer service impact fee~~	~~$2,829.00~~
~~Total for both services~~	~~$5,731.00~~

~~(2) For each equivalent living unit constructed in areas served by privately owned water distribution systems using the city water supply only:~~

~~Water service impact fee~~	~~$2,902.00~~

~~(3) For each equivalent living unit with private water service connected to the sewer collection system only:~~

~~Sewer service impact fee~~	~~$2,829.00~~

~~(c) The fees for nonresidential, commercial and industrial uses, shall be based on the number of equivalent living units computed by the chief building official using the fixture unit count as defined in the most recent data published by the American Water Works Association and a ratio of one equivalent living unit for every 60 fixture unit valves or fraction thereof, computed to one decimal place.~~

~~(d) Annual capital cost adjustment. On October 1, 2014, and on each October 1 thereafter, the impact fees set forth in this section shall be adjusted to reflect any change in the Engineering News Record Construction Cost Index (ENR CCI). The amount of any capital cost adjustment shall be determined by comparing the ENR CCI as of April 1 of each year with the same index for the same date as the previous year.~~

~~(e) Each additional equivalent living unit occasioned by changes in property usage subsequent to June 7, 1976, shall be subject to an impact fee computed in accordance with the foregoing criteria.~~

SECTION EIGHT. Section 22-118, Property subject to fee; method of payment, of Article III, Impact Fee for System Extensions, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby repealed in its entirety and reserved for future use:

Sec. 22-118. ~~Property subject to fee; method of payment~~ Reserved.

~~The above and foregoing fee shall be imposed on every equivalent living unit connected to the water or sewer system, whether those units are new or existing and inside or outside the city limits, and shall be paid in full at the time of issuance of the building permit if the property is inside the city limits, or prior to the connection to the system if the property is outside the city limits.~~

SECTION NINE. Section 22-119, Impact fee financing, of Article III, Impact Fee for System Extensions, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby repealed in its entirety and reserved for future use:

Sec. 22-119. ~~Impact fee financing~~ Reserved.

~~The provisions of section 22-118 to the contrary notwithstanding, the collection of impact fees applicable to the construction of single-family owner-occupied "affordable housing," as defined in the HUD standards, within the "priority area" of the community development block grant program shall be made in the manner hereinafter described. Prior to the issuance of a certificate of occupancy for an "affordable housing" unit as aforedescribed, the owner of the real property on which the unit is constructed shall record a lien in favor of the city and equal in amount to the sum of all impact fees then applicable to the unit. The lien shall remain a lien coequal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles and claims, until paid, shall bear interest at zero percent, and shall be due and payable in full at such time as the unit is sold for consideration to a third party other than the initial occupants of the unit.~~

SECTION TEN. Section 22-132, Legislative findings; purpose, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-132. Legislative findings; purpose.

(a) ****No change to existing text****

(b) ****No change to existing text****

(c) ****No change to existing text****

(d) ****No change to existing text****

(e) The City-Flagler County Interlocal Agreement recognizes and provides that customers in the Hunter's Ridge-Flagler County DRI Service Area shall pay the same water and wastewater ~~impact~~ connection fees at the time application is made for the utilities and that the ~~impact~~ connection fees shall be payable at the same rate and in the same manner as customers who are located within the corporate limits of the city, except that in accordance with section 5.2 of the

City-Flagler County Interlocal Agreement ~~impact~~ connection fees shall not be charged for any Flagler County facility.

(f) The City-Flagler County Interlocal Agreement provides that utility ~~impact~~ connection fees shall not be assessed against any Flagler County facility, including, but not limited to, a community park, that may be constructed in the Hunter's Ridge-Flagler County DRI Service Area because the construction of a county facility in the Service Area shall not require additional capital improvements to the city's utility system, because the county facilities will serve residents in the Service Area, and because the residents in the Service Area are required to pay utility ~~impact~~ connection fees in the same manner as utility customers located within the city's corporate limits.

(g) ****No change to existing text****

(h) ****No change to existing text****

(i) ****No change to existing text****

SECTION ELEVEN. Section 22-133, Service Area, defined, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

The area legally described and depicted in the City-Flagler County Interlocal Agreement is incorporated herein by reference and is established as the Hunter's Ridge-Flagler County DRI Service Area, a copy of which shall be maintained in the official records of the city clerk. The purpose of the interlocal agreement and these regulations will enable the city to provide retail water and wastewater facilities and services to customers in the service area; and will enable the city to establish water and wastewater rates, and ~~impact~~ connection fees, for the utilization of city utility services by customers in the service area.

SECTION TWELVE. Section 22-135, Rates for water and sewer services, impact fees, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-135. Rates for water and sewer services; ~~impact~~ connection fees.

(a) *Rates.* In accordance with section 4.1 of the City-Flagler County Interlocal Agreement, rates for water and wastewater services for customers in the City-Flagler County DRI Service Area shall be 125 percent of the rates that are charged to customers who reside within the corporate boundaries of the city.

(b) ~~*Impact*~~ *Connection fees.* Customers in the City-Flagler County DRI Service Area shall pay to the city the same water and wastewater ~~impact~~ connection fees at the time application is made for the utilities at the same rate and in the same manner as customers who are within the corporate boundaries of the city, except that in accordance with section 5.2 of the City-Flagler County Interlocal Agreement ~~impact~~ connection fees shall not be charged for any Flagler County facility.

SECTION THIRTEEN. Section 22-140, Impact fees, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-140. ~~Impact~~ Connection fees.

(a) *Potable water*. There is hereby imposed a potable water service ~~impact~~ connection fee, based upon the determination by the city commission of the equitable portion of the cost of financing the establishment and extension of the potable water system to and in the Hunter's Ridge-Flagler County DRI Service Area, to be assessed in accordance with ~~section 22-115 upon~~ section 1-25 of the Land Development Code for each ~~equivalent living unit~~ connection fee classification located within the Hunter's Ridge-Flagler County DRI Service Area connecting to such system.

(b) ~~*Sewer*~~ *Wastewater*. There is hereby imposed a wastewater service ~~impact~~ connection fee, based upon the determination by the city commission of the equitable portion of the cost of financing the establishment and extension of the wastewater system to and in the Hunter's Ridge-Flagler County DRI Service Area, to be assessed in accordance with ~~section 22-115 upon~~ section 1-25 of the Land Development Code for each ~~equivalent living unit~~ connection fee classification located within the Hunter's Ridge-Flagler County DRI Service Area connecting to such system.

SECTION FOURTEEN. Section 22-162, Boundaries and purpose, of Article VI, West Ormond Utilities District, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-162. Boundaries and purpose.

(a) *Water and sewer.* There is hereby established the West Ormond Water and Sewer District, the purpose of which is to provide water and sewer services and establish ~~a~~an ~~impact~~ connection fee schedule. This district shall be composed of those lands as shown on Figures 3 and 4 included in the West Ormond Facilities Plan on file in the office of the city clerk.

(b) *Reclaimed water.* There is hereby established the West Ormond Reclaimed Water District, the purpose of which is to provide reclaimed water service and establish ~~a~~an ~~impact~~ connection fee schedule. This district shall be composed of those lands as shown on Figure 5 included in the West Ormond Facilities Plan on file in the office of the city clerk.

SECTION FIFTEEN. Section 22-165, Impact fees, of Article VI, West Ormond Utilities District, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-165. ~~Impact~~ Connection fees.

(a) *Potable water.*

(1) *Generally.* There is hereby imposed a water ~~service impact~~ connection fee~~, based on the city commission's determination of the equitable portion of the cost of financing the establishment and extension of the potable water system in the West Ormond Water and Sewer District, of $2,000.00 upon each equivalent living unit located outside of the Breakaway Trails PUD and connecting to such system~~ as provided in section 1-25 of the Land Development Code.

~~(2) *Breakaway Trails.* There is hereby imposed a water service impact fee, based on the city commission's determination of the equitable portion of the cost of financing the establishment and extension of the potable water system in the Breakaway Trails PUD, of $1,950.00 upon each equivalent living unit located in the Breakaway Trails PUD and connecting to such system.~~

(b) ~~*Sewer*~~ *Wastewater*.

(1) *Generally*. There is hereby imposed a ~~sewer service impact~~ wastewater connection fee, ~~based on the city commission's determination of the equitable portion of the cost of financing the establishment and extension of the sewer system in the West Ormond Water and Sewer District, of $1,163.00 upon each equivalent living unit located outside of the Breakaway Trails PUD and connecting to such system~~ as provided in section 1-25 of the Land Development Code.

~~(2) *Breakaway Trails*. There is hereby imposed a sewer service impact fee, based on the city commission's determination of the equitable portion of the cost of financing the establishment and extension of the sewer system in the Breakaway Trails PUD, of $1,950.00 upon each equivalent living unit located in the Breakaway Trails PUD and connecting to such system.~~

~~(c) *Annual capital cost adjustment.* All of the impact fees heretofore established shall remain in effect as set forth in this section until September 30, 2008. On October 1, 2008, and on each October 1 thereafter, through October 1, 2012, the impact fees set forth in this section shall be adjusted to reflect any change in the Engineering News Record Construction Cost Index (ENR CCI). The amount of any capital cost adjustment shall be determined by comparing the ENR CCI as of April 1 of each year with the same index for the same date as the previous year. After October 1, 2012, the city commission shall conduct a review to determine the amount of any annual adjustment to the impact fees set forth in this section.~~

(~~d~~c) *Rates.* For all persons in the said districts and within the corporate limits of the city, service rates, connection fees and meter deposits shall be at the rates established for in-city customers.

SECTION SIXTEEN. Section 22-168, Outside city service, of Article VI, West Ormond Utilities District, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-168. Outside city service.

(a) *New development. ***No change to existing text****

(b) *Existing development. ***No change to existing text****

(c) *Rates.* Service rates, connection fees and meter deposits shall be at the rates established for outside-city customers. ~~Impact~~ Connection fees shall be as established in section 1-25 of the Land Development Code ~~22-165 for other users of the same class in accordance with section 22-165. All fees shall be paid prior to the initiation of service.~~

(d) *Reimbursement of line extensions.* Nothing contained herein shall preclude the developer or owner of property located outside of the city limits from participating in the line extension reimbursement program established by section ~~4.08~~ 1-25 of the land development code.

(e) *Dedication required. ***No change to existing text****

SECTION SEVENTEEN. Section 22-169, Connections required, of Article VI, West Ormond Utilities District, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-169. Connections required.

(a) *Water and sewer.*

(1) *New development.* All new development in the West Ormond Water and Sewer District shall connect to the water and sewer system at the time of development or at the time service becomes available, whichever shall first occur. This requirement shall appear in all restrictive covenants and sales documents of such new development. Dry lines and interim facilities shall comply with the provisions of the comprehensive plan. All ~~impact and~~ connection fees and meter deposits shall be collected as set forth in this chapter and ~~article XIII~~ section 1-25 of the ~~l~~Land ~~d~~Development ~~c~~Code, or prepaid in accordance with the comprehensive plan, as applicable.

(2) *Existing development.* All existing development in the West Ormond Water and Sewer District, having a gross density or a number of equivalent living units which is greater than one unit per acre, shall connect to such service in accordance with the provisions of F.S. §§ 381.0065—381.0067. All ~~impact and~~ connection fees and meter deposits shall be collected as set forth in this chapter and ~~article XIII~~ section 1-25 of the ~~l~~Land ~~d~~Development ~~c~~Code.

(b) *Reclaimed water. ***No change to existing text****

SECTION EIGHTEEN. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION NINETEEN. This Ordinance shall take effect ninety (90) days after its adoption.

PASSED UPON at the first reading of the City Commission, this 16th day of May, 2023.

PASSED UPON at the second and final reading of the City Commission, this 6th day of June 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 8.J
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-33
Strategic Goal:	Transportation & Community Development - Other		
Department :	Planning & Building		
Subject:	Portion of Harmony Avenue, Annexation		
Budget Impact:	There is no budget impact associated with the requested annexation.		
Summary:	This is an administrative request for a partial annexation of a portion of Harmony Avenue abutting the recently annexed Halifax Paving property at 860 Hull Road and 1399 Hull Trail. The portion of the roadway proposed to be annexed is 3.45 acres and bisects the property at 1399 Hull Trail. Based on a 2004 interlocal agreement, the city has maintenance responsibility for Harmony Avenue from Hull Road to Pineland Trail.		
Recommended Action:	It is recommended that the City Commission approve the annexation of approximately 3.45 acres of the Harmony Avenue right-of-way, based on the following: 1. The right-of-way is located in unincorporated Volusia County and is not being served by utilities from another jurisdiction, is compact, and the City of Ormond Beach is the utility provider for this area; 2. The right-of-way is currently maintained by Ormond Beach per a 2004 interlocal agreement; 3. Annexation of the property is allowed under the authority of Section 171.044, Florida Statutes; and 4. The subject property is contiguous to the city limits along the north and east right-of-way boundaries.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director 5/11/2023



Claire Whitley, Assistant City Manager	5/15/2023	
Joyce Shanahan, City Manager	6/1/2023	

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: June 6, 2023

Subject: Portion of Harmony Avenue, Annexation

Commission Goal: Transportation & Community Development - Other

Introduction

This administrative request is for a partial annexation of a portion of Harmony Avenue abutting the annexed Halifax Paving property at 860 Hull Road and 1399 Hull Trail. The portion of the roadway proposed to be annexed is 3.45 acres and bisects the property at 1399 Hull Trail. Based on a 2004 interlocal agreement, Resolution 2004-108, the city has maintenance responsibility for Harmony Avenue from Hull Road to Pineland Trail.

Background

As part of the review for the annexation at 860 Hull Road and 1399 Hull Trail, Volusia County staff indicated that the portion abutting Harmony Avenue should also be annexed because it is bisected by 1399 Hull Trail. Harmony Avenue is maintained by the city as part of a 2004 Interlocal Agreement related to Ormond Crossings.

Discussion

There is an existing enclave area of unincorporated Volusia County that is bounded by Hull Road, the FEC railroad and the sports complex. Halifax Paving is the first property to annex in this area based upon a utility connection. The annexation of a portion of Harmony Avenue further reduces the enclave area. There is existing water service for this area along Hull Road.

Budget Impact

There is no budget impact associated with the requested annexation.

Citizen Impact

There is no citizen impact anticipated with this annexation. Harmony Avenue is

currently maintained by Ormond Beach and the annexation will not impact the maintenance of the roadway.

Recommendation

It is recommended that the City Commission approve the annexation of approximately 3.45 acres of the Harmony Avenue right-of-way, based on the following:

1. The right-of-way is located in unincorporated Volusia County and is not being served by utilities from another jurisdiction, is compact, and the City of Ormond Beach is the utility provider for this area;
2. The right-of-way is currently maintained by Ormond Beach per a 2004 interlocal agreement;
3. Annexation of the property is allowed under the authority of Section 171.044, Florida Statutes; and
4. The subject property is contiguous to the city limits along the north and east right-of-way boundaries.

Attachments:

1. 23-33 Annexation Harmony Avenue (P23-0098G)
2. Exhibit A, HARMONY ANNEXATION
3. Harmony Avenue (partial) - Annexation maps
4. RES 2004-108, Interlocal Agreement

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: May 11, 2023

Claire Whitley, Assistant City Manager — Date: May 15, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: June 01, 2023

ORDINANCE NO. 2023-33

AN ORDINANCE ANNEXING A PORTION OF HARMONY AVENUE RIGHT-OF-WAY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT THE INTERSECTION OF HULL ROAD AND HARMONY AVENUE, BISECTING 1399 HULL TRAIL; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE RIGHT-OF-WAY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE RIGHT-OF-WAY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE RIGHT-OF-WAY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Resolution 2004-108 approved on July 6, 2004 by the City Commission adopted an Interlocal Service Agreement providing for municipal police, fire, emergency response, and street maintenance as part of the Ormond Crossings annexation, and

WHEREAS, the Interlocal Service Agreement, Section 2, requires Ormond Beach to provide street maintenance services to Pineland and Harmony roads, which are county roads within the Service Areas, and

WHEREAS, Volusia County staff has requested that the City of Ormond Beach annex a portion of Harmony Avenue bisecting 1399 Hull Trail located in unincorporated Volusia County, Florida, described and depicted on Exhibit "A", attached hereto and incorporated herein by reference, (the "Right-of-Way"); and

WHEREAS, the Right-of-Way to be annexed consists of approximately 3.45 acres and is located at the intersection of Hull Road and Harmony Avenue, Ormond Beach, Florida; and

WHEREAS, the Right-of-Way is maintained by Ormond Beach per the 2004 Interlocal Service Agreement and annexation of the Right-of-Way is allowed under the authority of Section 171.044, *Florida Statutes*; and

WHEREAS, the requirements of Section 171.044, *Florida Statutes* have been satisfactorily met, and

WHEREAS, the City Commission of the City of Ormond Beach desires to exercise its statutory power to annex the Right-of-Way; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission of the City of Ormond Beach makes the following findings:

(a) The County of Volusia has requested that the portion of Harmony Avenue bisecting 1399 Hull Trail be annexed into the City of Ormond Beach;

(b) The City of Ormond Beach is the maintenance entity of the Harmony Avenue Right-of-Way per a 2004 Interlocal Service Agreement; and

(c) The Right-of-Way is reasonably compact and does not create any enclaves of unincorporated territory in Volusia County.

SECTION TWO. The Right-of-Way described and depicted in Exhibit "A" is hereby annexed into the City of Ormond Beach, Florida (the "City"), and the municipal boundary lines of the City are hereby changed to include the Right-of-Way.

SECTION THREE. Upon the effective date of the annexation of the Right-of-Way, and except as may be otherwise provided by law, the Right-of-Way shall be subject to all laws, ordinances and regulations of the City of Ormond Beach; and shall be entitled to the same privileges and benefits as other lands in the City.

SECTION FOUR. The boundary of City Commission Zone 1 is hereby redefined to include the Right-of-Way.

SECTION FIVE. The City Clerk is hereby authorized and directed to provide a certified copy of this Ordinance to the County Manager of Volusia County, the Clerk of Circuit Court in and for Volusia County, and the Department of State for the State of Florida, within seven (7) days of the adoption of this Ordinance as required by Section 171.044(3), *Florida Statutes*.

SECTION SIX. In the event any section or provision of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision hereof.

SECTION SEVEN. This Ordinance shall take effect immediately upon adoption.

PASSED UPON at the first reading of the City Commission, this 6th day of June, 2023.

PASSED UPON at the second and final reading of the City Commission, this 18th day of July, 2023.

_____

BILL PARTINGTON
Mayor

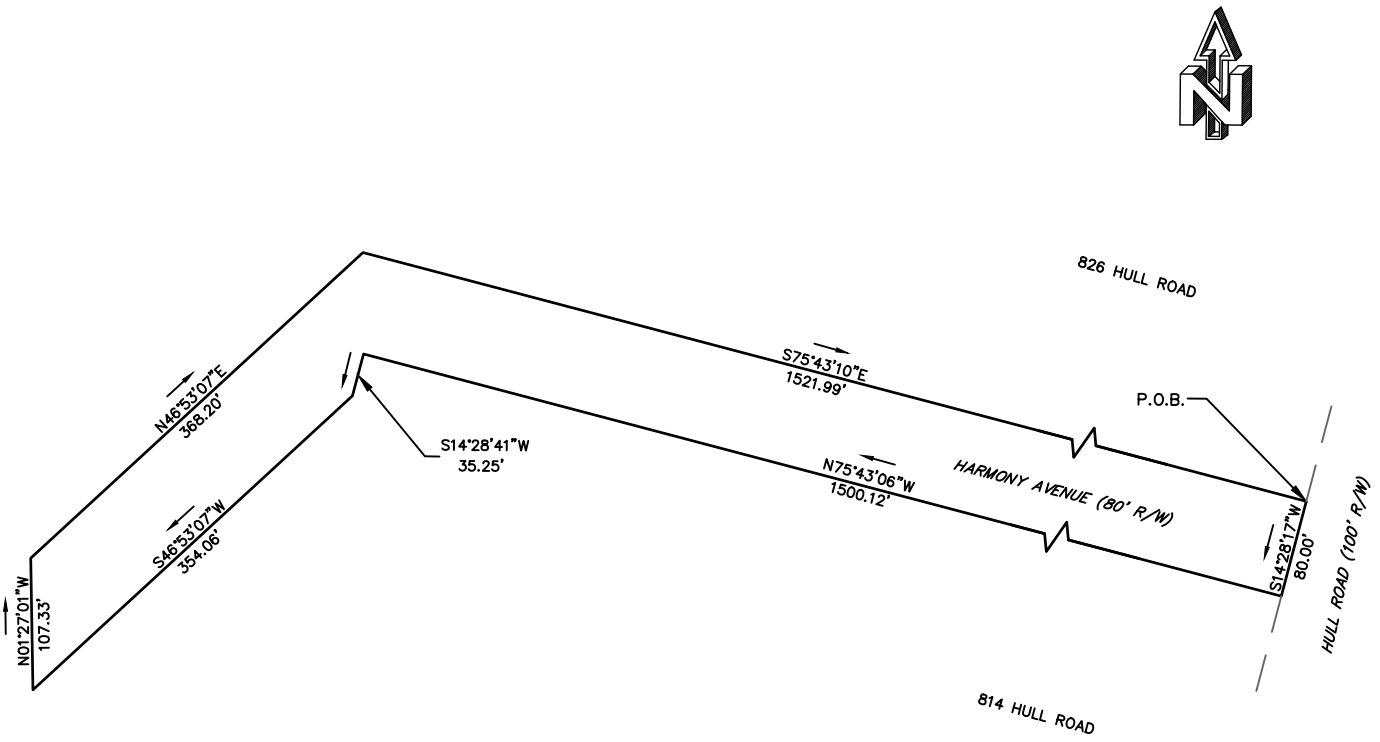
ATTEST:

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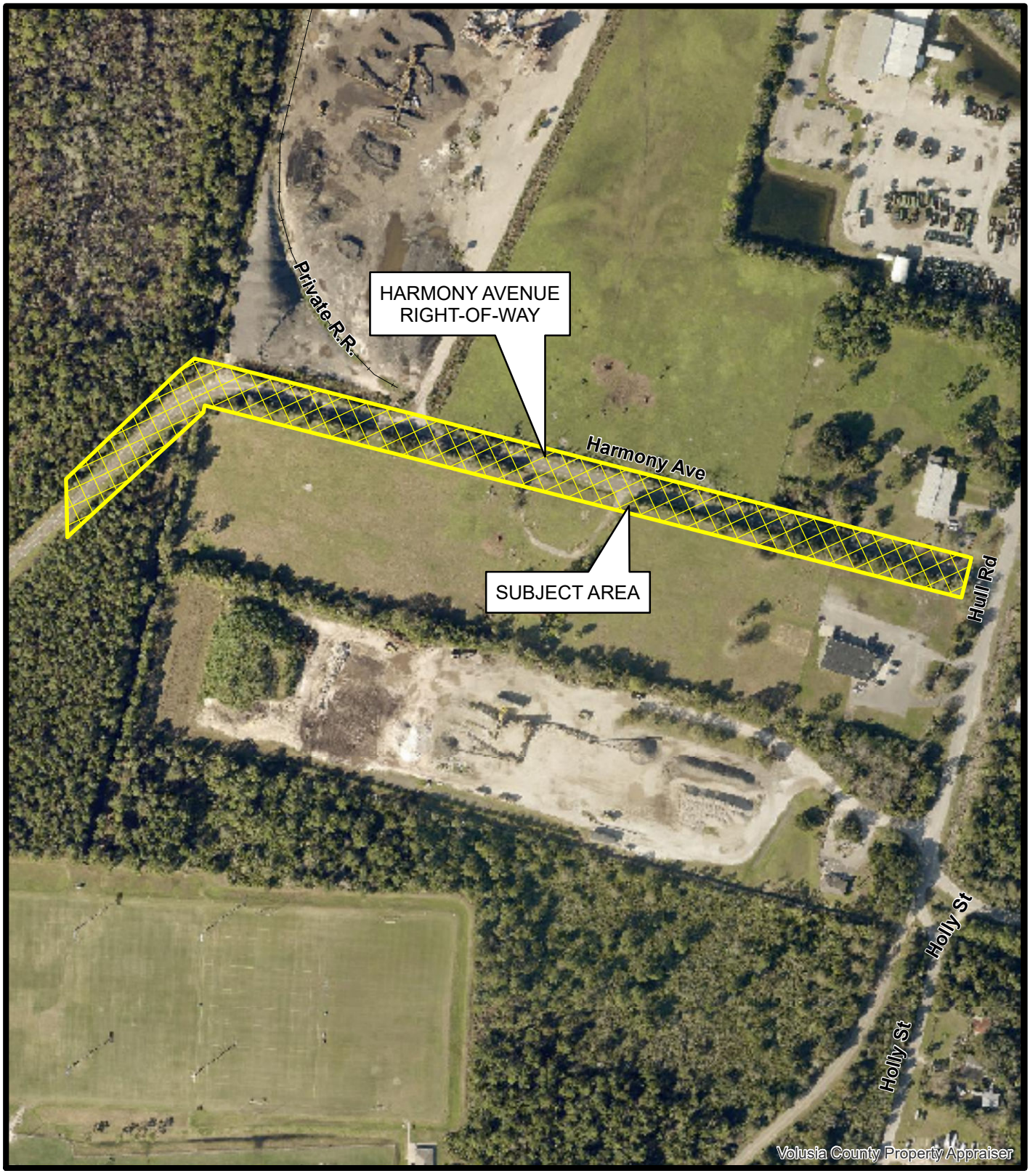
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"

A PORTION OF PARCEL "C" OF DEED RECORDED IN DEED BOOK 365, PAGE 146, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING A PART OF THE GEORGE ANDERSON GRANT, SECTION 37, TOWNSHIP 14 SOUTH, RANGE 31 EAST AND SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS FROM A POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF HULL ROAD, (A 100 FOOT RIGHT-OF-WAY AS NOW LAID OUT) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HARMONY AVENUE, (AN 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT); THENCE SOUTH 14°28'17" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE AND ACROSS SAID HARMONY AVENUE, 80.00 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF AFORESAID HARMONY AVENUE; THENCE NORTH 75°43'06" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1500.12 FEET TO A POINT IN THE WESTERLY LINE OF AFORESAID GEORGE ANDERSON GRANT; THENCE SOUTH 14°28'41" WEST ALONG SAID LINE, 35.25 FEET; TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID HARMONY AVENUE; THENCE SOUTH 46°53'07" WEST ALONG SAID LINE A DISTANCE OF 354.06 FEET; THENCE NORTH 01°27'01" WEST A DISTANCE OF 107.33 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID HARMONY AVENUE; THENCE NORTH 46°53'07" EAST ALONG SAID LINE A DISTANCE OF 368.20 FEET; THENCE SOUTH 75°43'10" EAST ALONG SAID LINE A DISTANCE OF 1521.99 FEET TO THE POINT OF BEGINNING. CONTAINING 3.45 ACRES MORE OR LESS.



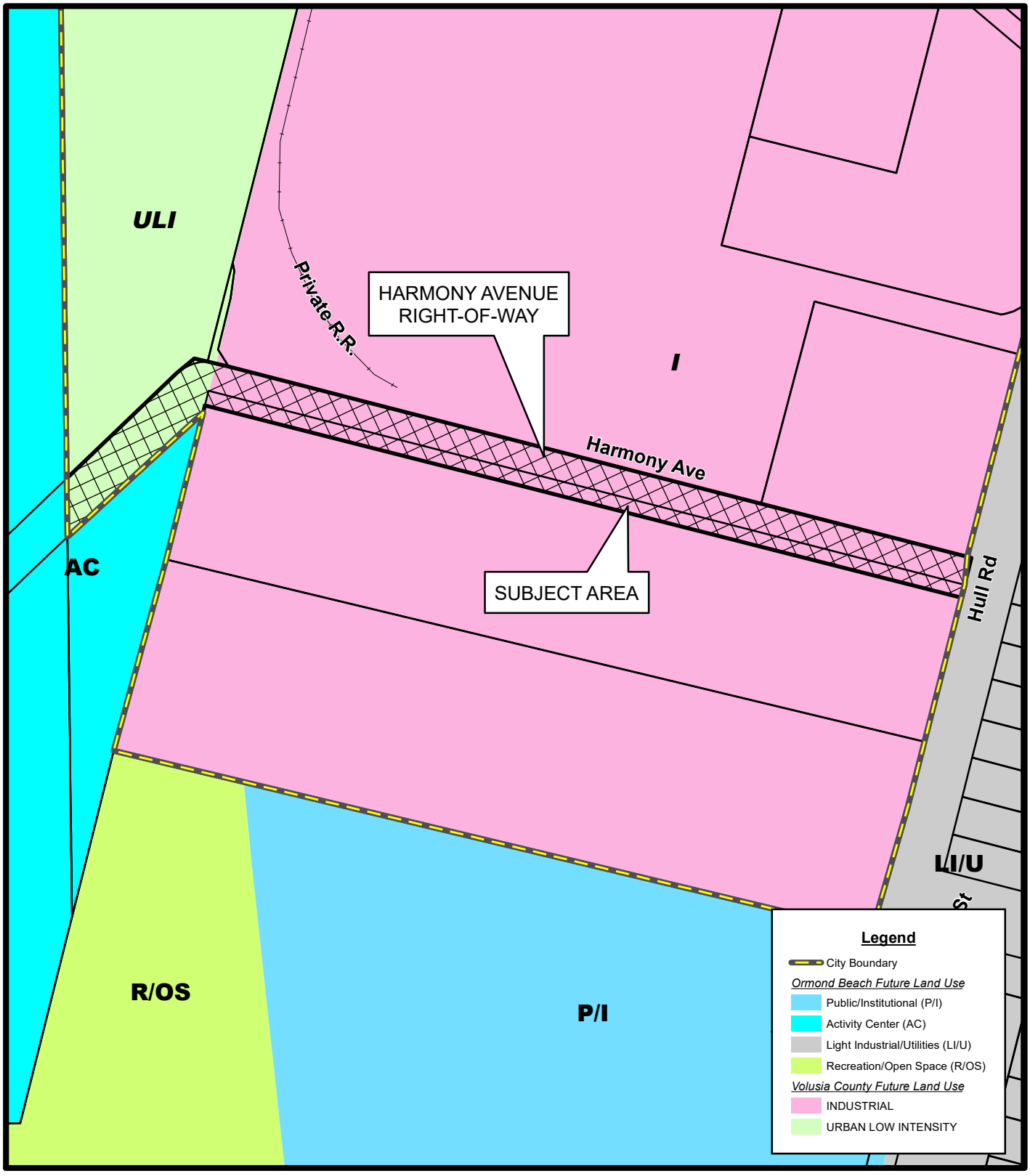
City of Ormond Beach Engineering Division	DATE: 4/27/23	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 1 OF 1	DRAWN BY: CO



AERIAL MAP
HARMONY AVENUE
RIGHT-OF-WAY ANNEXATION

Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023

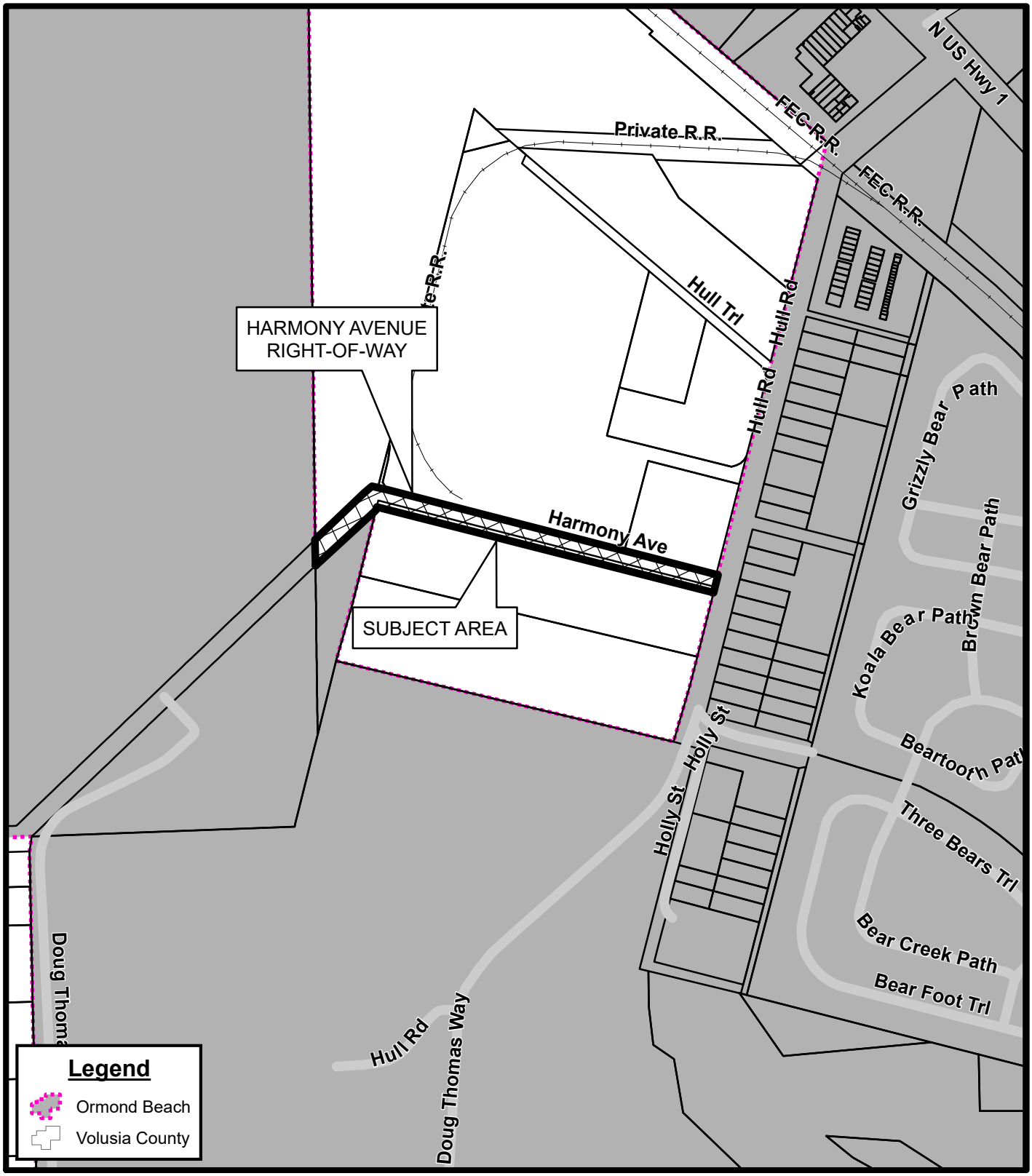
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FUTURE LAND USE MAP
HARMONY AVENUE
RIGHT-OF-WAY ANNEXATION

Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023

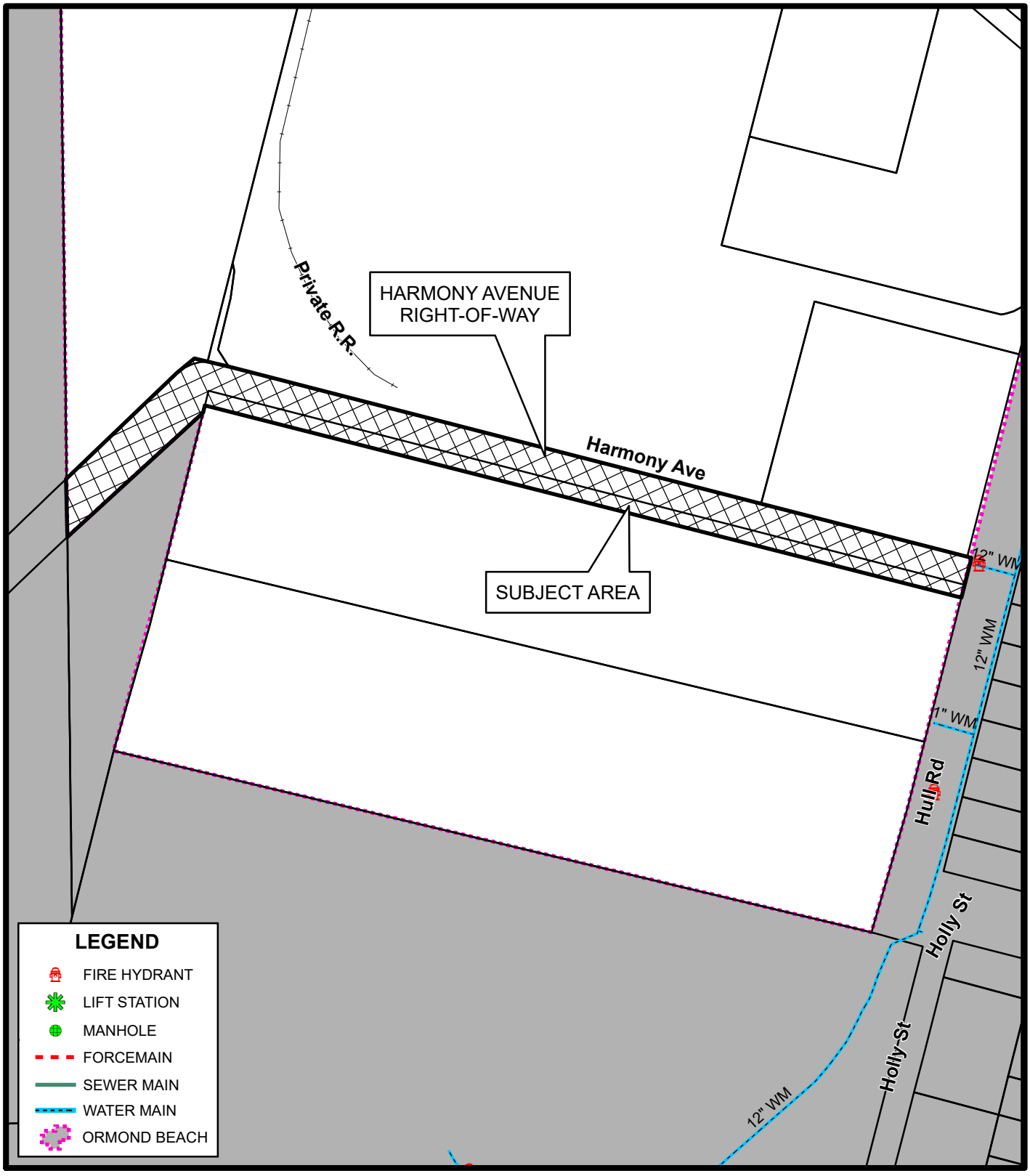
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LOCATION MAP
HARMONY AVENUE
RIGHT-OF-WAY ANNEXATION

Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023

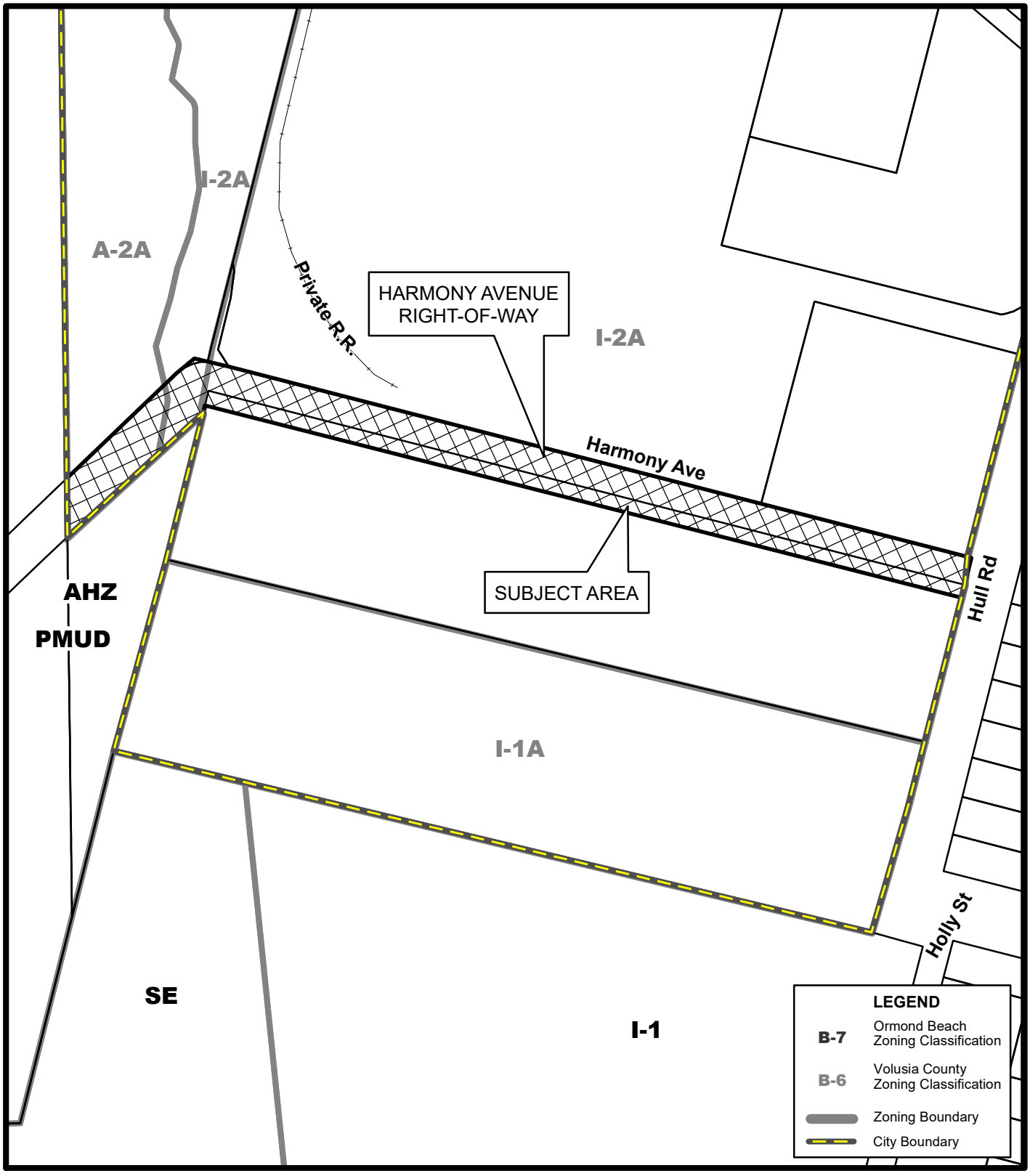
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UTILITIES MAP
HARMONY AVENUE
RIGHT-OF-WAY ANNEXATION

Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023

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ZONING MAP
HARMONY AVENUE
RIGHT-OF-WAY ANNEXATION

Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023

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RESOLUTION NO. 2004-108

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICE AGREEMENT PROVIDING FOR MUNICIPAL POLICE, FIRE AND EMERGENCY RESPONSE SERVICES BETWEEN THE CITY OF ORMOND BEACH AND THE COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute an Interlocal Service Agreement providing for municipal police, fire and emergency response services between the City of Ormond Beach and the County of Volusia, a copy of said Agreement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 6th day of July, 2004.

Fred Costello

FRED COSTELLO
Mayor

ATTEST:

Veronica Patterson

VERONICA PATTERSON
City Clerk

INTERLOCAL SERVICE AGREEMENT

THIS AGREEMENT is entered into between the City of Ormond Beach ("City"), a Florida municipal corporation, and County of Volusia ("County"), a political subdivision of the state of Florida, for the purposes described hereinbelow:

Witnesseth:

WHEREAS, Part I of Chapter 163, Florida Statutes, authorizes local government agencies to enter into interlocal agreements in order to make the most efficient use of governmental powers regarding the provision of services that affect the public health, safety and welfare of the general public; and

WHEREAS, the County and City desire to cooperate in efforts to provide police, fire, medical response, and street maintenance services throughout the Service Areas described in this Agreement; and

WHEREAS, the municipal services to be provided by the City to the Service Areas described in this Agreement will serve and protect the health, safety and welfare of the general public; and

WHEREAS, the City and the County desire to plan for the efficient and appropriate development of lands within their respective jurisdictions and to ensure the provision of public services are provided in a manner that does not negatively impact the general public or the environment; now therefore,

In consideration of the representations, covenants, terms and conditions set forth herein, all of which constitutes good and valuable consideration for entering into this Agreement, the City and County mutually agree as follows:

1. Recitals. The foregoing recitals constitute material representations and are incorporated herein by reference.

2. Purpose. The City shall, at its sole expense, provide municipal police, fire, and emergency response services to the Service Areas described in section 4 of this Agreement. The City shall also provide street maintenance services to Pineland and Harmony roads, which are county roads within the Service Areas. The City shall provide the services in the same manner that said services are provided to city residents.

3. Term. The term of this Agreement shall be perpetual until the Service Areas are annexed by the City or until the City and County mutually agrees to terminate this Agreement.

4. Service Areas. There shall be two service areas, which are depicted as "1" and "2" on the service area map attached to this Agreement as Exhibit A, said exhibit being incorporated herein and being a material part of this Agreement.

5. Regulatory Authority. Except as provided in section 2 above, the County shall retain full and sole regulatory control over all public and private lands within the Service Areas, including but not necessarily limited to planning, zoning, land use, development, code enforcement, and solid waste and recycling matters. Except as noted in section 2 above, the City shall not have any regulatory control over any public or private lands within the Service Areas.

6. Coordination of activities. The City and County shall coordinate with each other regarding the processing, presentation, consideration and approval of amendments or changes to this Agreement, the comprehensive land use plans of the City or County, the land development regulations (including zoning and land use classifications) of the City and County, other ordinances or regulations of the City and County, and the annexation of land by the City that affect or may affect the provision of municipal services by the City or County to the Service Areas. For purposes of this Agreement, "coordination" shall mean:

a) Inclusion of appropriate personnel from the City or County in any pre-application meeting to review the scope of proposed changes or proposed annexation;

b) Inclusion of appropriate personnel from the City or County as part of a technical review committee;

c) Incorporation of comments from appropriate personnel of the City or County in official staff reports; and

d) Presentation of comments by appropriate personnel of the City or County's to advisory boards, City Commission, and County Council.

7. Amendments. This Agreement may only be amended by mutual consent of the City and County, which amendment(s) must be in writing, must be approved by the governing bodies of the City and County, and must be executed by officials of the City and County that have authority to sign such amendment(s).

8. Termination. This Agreement may only be terminated upon the annexation of the Service Areas by the City, or upon the mutual consent of the City and County.

9. Liability. To the extent permitted by law, the City shall indemnify and hold harmless the County from and against any and all claims, demands, actions, proceedings, lawsuits, and damages arising from the City's negligent act(s) or omission(s) regarding the provision of municipal services provided herein by the City.

10. Sovereign Immunity. The City and County each expressly retain all rights, privileges, benefits, and limitations of sovereign immunity.

11. Third Party Beneficiary. Nothing in this Agreement shall be construed to confer any rights or benefits to anyone other than the City and County; and nothing in this Agreement is intended to confer or shall be construed to afford third party beneficiary rights or status to anyone.

12. EFFECTIVE DATE. This Agreement is contingent upon the adoption by the Volusia County Council of a resolution delegating to the City the exercise of specified county redevelopment powers regarding the Ormond Crossings project ("Redevelopment Resolution"); and upon the successful annexation of lands by the City, to be accomplished by the adoption of Ordinance No. 2004-28 ("Annexation Ordinance"), on which the Ormond Crossings project is to be developed. In the event the Volusia County Council does not or is unable to adopt the Redevelopment Resolution or the City does not or is unable to annex the subject land, then this Agreement shall be deemed null and void, inoperable, and shall have no legal effect.

This Agreement shall therefore become effective immediately after the County Council adopts the Redevelopment Resolution and after the City successfully annexes the lands that are the subject of the Annexation Ordinance.

DATED: ~~June~~ August 3, 2004

By: _____
Chairman, Volusia County Council

ATTEST:

_____
County Manager

(Official Seal)

DATED: ~~June~~ July 6, 2004.

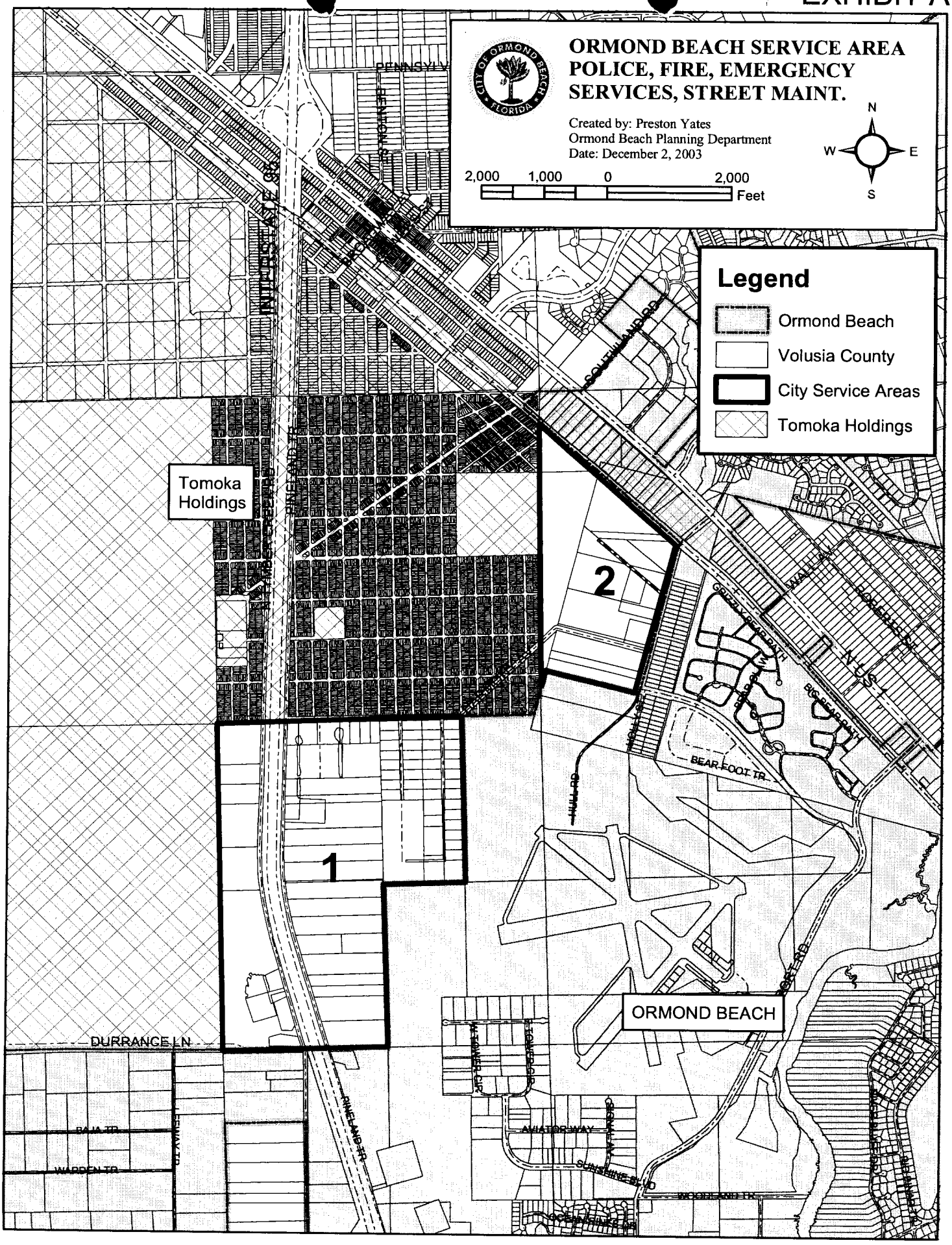
By: _____
Mayor, City of Ormond Beach
Fred Costello

ATTEST:

_____
City Manager
Isaac D. Turner

(Official Seal)

EXHIBIT A


ORMOND BEACH SERVICE AREA
POLICE, FIRE, EMERGENCY
SERVICES, STREET MAINT.
Created by: Preston Yates
Ormond Beach Planning Department
Date: December 2, 2003
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Ormond Beach
Volusia County
City Service Areas
Tomoka Holdings
Tomoka Holdings
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ORMOND BEACH
DURRANCE LN
BEAR FOOT TR
HULL RD
GRIZZLY ROAD PATH
BIG BEAR PATH
SOUTHWARD RD
PINELAND TR
PINELAND TER
TOWER RD
TOWER CIR
AVIATOR WAY
SUNSHINE BLVD
WOODLAND TR
BAJA TR
WARREN TR
FENWAY TR
PENNSYLVANIA AVE
N US 1

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 8.K
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	**Res./Ord. No:**	2023-108
Strategic Goal:	Transportation & Community Development - Other		
Department :	Planning & Building		
Subject:	RidgeHaven Subdivision, Partial Plat Vacation		
Budget Impact:	There is no budget impact as the result of the partial plat vacation.		
Summary:	This is a request from RidgeHaven, LLC, with authorization of the property owner Snilloc Family Limited Partnership Number One, for a partial plat vacation for a portion of the revised plat of National Gardens, associated with the RidgeHaven Subdivision. The purpose of this application is for a partial plat vacation of unimproved streets and alleys within the RidgeHaven subdivision. The partial plat vacation would allow a subdivision plat to occur and dedicate the streets needed to serve the proposed subdivision.		
Recommended Action:	It is recommended that the City Commission approve a partial plat vacation for a portion of the revised plat of National Gardens, as recorded in map or plat book 10, pages 250 through 253 of the Public Records of Volusia County, Florida associated with the RidgeHaven Subdivision.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	5/11/2023	
Claire Whitley, Assistant City Manager	5/15/2023	
Joyce Shanahan, City Manager	6/1/2023	

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: June 6, 2023

Subject: RidgeHaven Subdivision, Partial Plat Vacation

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request from RidgeHaven, LLC, with authorization of the property owner Snilloc Family Limited Partnership Number One, for a partial plat vacation for a portion of the revised plat of National Gardens, as recorded in map or plat book 10, pages 250 through 253 of the Public Records of Volusia County, Florida associated with the RidgeHaven Subdivision. The proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050.

Background

The RidgeHaven subdivision includes nine parcels (Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050) that total 103.45 acres.

The City Commission adopted the original North U.S. 1 Interlocal Service Boundary Agreement on August 19, 2014 per Ordinance 2014-27. Concurrently, the Volusia County Council adopted the Interlocal Service Boundary Agreement on August 21, 2014 by Volusia County Ordinance 2014-12. The original Interlocal Service Boundary Agreement established the Municipal Service Area (MSA) and joint planning and service delivery agreement to the North U.S. Highway 1 area. The first amendment to the North U.S. 1 Interlocal Service Boundary Agreement was approved to add the land associated with Plantation Oaks Subdivision and the 13 enclaves surrounding the subdivision to the adopted Municipal Service Area. On August 20, 2019, the City Commission adopted the first amendment to the North U.S. Highway 1 Interlocal Service Boundary Agreement. The Volusia County Council subsequently adopted the

agreement on September 17, 2019. The City of Ormond Beach (December 7, 2021 with Ordinance 2021-43) and Volusia County (February 15, 2022 with Ordinance 2022-9) approved the second amendment to the North U.S. Highway 1 Interlocal Service Boundary Agreement to add the land associated with the RidgeHaven subdivision and the individually owned parcels not owned by RidgeHaven to the adopted Municipal Service Area. During the County Council presentation and discussion, the RidgeHaven representative and city staff committed to establishing a limitation of 298 dwelling units for the entire RidgeHaven area. On March 22, 2022, the City Commission approved Ordinance 2022-05 that annexed the RidgeHaven subdivision.

With the Interlocal Service Boundary Agreement and annexation approved, the next step for the RidgeHaven project was the assignment of a city land use designation. For the existing land use entitlements, Volusia County staff analysis calculated a range of residential development of 716 to 1,052 dwelling units. The existing land use required a minimum of four units per acre. The city land use designation occurred with three separate actions:

1. Ordinance 2022-14 adopted July 19, 2022: The Ordinance amended the Future Land Use Element of the Comprehensive Plan to incorporate the second Interlocal Service Boundary Agreement and provide a text limitation within Policy 9.1.4 that states the RidgeHaven land area shall not exceed 3 units per acre and no more than 298 dwelling units for the entire RidgeHaven property. The maximum theoretical residential density was reduced by 754 residential units. For the non-RidgeHaven properties, the Ordinance included the text restriction that these parcels would maintain a maximum gross residential density of eight (8) units per acre – the same density that existed in unincorporated Volusia County.
2. Ordinance 2022-18, adopted August 3, 2022: The Ordinance authorized the following actions:
    1. Amended the Future Land Use Map designation for the RidgeHaven subdivision property (totaling 84.26 acres) from Volusia County “Urban Medium Intensity” (UMI) to Ormond Beach “Low Density Residential” (LDR). The Ordinance included the map annotation that the RidgeHaven subdivision would have a density restriction of three (3) units per acre and shall not exceed 298 residential units for the entire RidgeHaven subdivision; and
    2. Amended the Future Land Use Map designation of the properties not associated with the RidgeHaven development from “Urban Medium Intensity” (UMI) to Ormond Beach “Medium Density Residential” (MDR). The Ordinance included the map annotation that these parcels would maintain a maximum gross residential density of eight (8) units per acre – the same density that existed in unincorporated Volusia County.
3. Ordinance 2022-12, adopted May 3, 2022: This Ordinance was for 19.19 acres owned by the RidgeHaven subdivision applicant that was part of the original Interlocal Service Boundary Agreement area. The Ordinance amended the Future Land Use for the property from “Low Intensity Commercial” (LIC) to “Medium Density Residential” (MDR). The Ordinance contained a condition that the density shall be restricted to eight (8) units per acre within the 19.19 acres and the RidgeHaven subdivision including the 84.26 acres shall not exceed 298

residential units.

The project is undergoing several development related applications as follows:

1. Zoning Map Amendment (City Commission meetings: May 16, 2023 and June 6, 2023). The project is seeking a zoning map amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development, for 103.45 acres.
2. Issuance of a Development Order (City Commission meetings: May 16, 2023 and June 6, 2023). The project is seeking an issuance of a development order for 286 residential lots on 103.45 acres and associated site improvements.
3. Preliminary Plat (City Commission meeting: June 6, 2023). Section 1-22 of the Land Development Code defines a preliminary plat as "a proposed subdivision plan that in an exact and precise manner in which it may be evaluated pursuant to this Land Development Code and the comprehensive plan". Preliminary plats are not required with a planned development, however, this application has developed and submitted the preliminary plat with the zoning action. The preliminary plat contains the plat document and the detailed subdivision engineering plan.

Discussion

The purpose of this application is for a partial plat vacation of unimproved streets and alleys within the RidgeHaven subdivision. The partial plat vacation would allow a subdivision plat to occur and dedicate the streets needed to serve the proposed subdivision. The area does have outparcels which will have access guaranteed through temporary access easements. The partial plat vacation is needed to update the 1926 National Gardens plat. The partial plat vacation is a method of voiding the existing 1926 plat and the creation of a new plat with the new proposed subdivision. Section 177.101 of the Florida Statutes details the requirements for the plat vacation process as shown in bold with staff's response following the requirement:

It must be shown that the persons making an application for a vacation own the fee simple title to the whole or that part of the tract covered by the plat sought to be vacated.

The applicant has provided documentation that they are either the fee simple owner or the contract purchaser of the land area that is sought for the partial plat vacation

It must be further shown that the vacation by the governing body of the county will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

The land area for the RidgeHaven subdivision contains outparcels. All outparcels shall maintain access to their property through the subdivision process. The applicant has developed temporary access easements through the construction process to ensure access.

Persons making application for vacations of plats either in whole or in part shall give notice of their intention to apply to the governing body of the county to vacate said plat by publishing legal notice in a newspaper of general circulation in the county in which the tract or parcel of land is located, in not less than two weekly issues of said paper, and must attach to the petition for vacation the proof of such publication, together with certificates showing that all state and county taxes have been paid.

The newspaper advertisements have been performed on May 12, 2023 and May 19, 2023. As part of the application, the applicant has provided proof that all taxes have been paid.

Budget Impact

There is no budget impact as the result of the partial plat vacation.

Citizen Impact

It is not anticipated that the partial plat vacation would have negative citizen impacts.

Recommendation

It is recommended that the City Commission approve a partial plat vacation for a portion of the revised plat of National Gardens, as recorded in map or plat book 10, pages 250 through 253 of the Public Records of Volusia County, Florida associated with the RidgeHaven Subdivision.

Attachments:

1. 23-108 RidgeHaven Partial Plat Vacation (P23-0037G)
2. Exhibit A, plat vacation sketch and legal
3. RidgeHaven Application Cover Letter
4. PB_Ridgehaven_LOCATION
5. Book 10, Pages 250-253, Orginial National Gardens plat
6. Easement information combined
7. RidgeHaven No Objection Letters

Approvals:

Kelly A. McGuire

Date: May 11, 2023

Kelly McGuire, Finance Director



Claire Whitley, Assistant City Manager

Date: May 15, 2023



Joyce Shanahan, City Manager

Date: June 01, 2023

RESOLUTION NO. 2023-108

A RESOLUTION OF THE CITY OF ORMOND BEACH, FLORIDA CITY COMMISSION, VACATING PORTIONS OF THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; PROVIDING FOR VACATION OF PLAT; PROVIDING FOR IMPLEMENTING ACTIONS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 177, *Florida Statutes*, RidgeHaven, LLC, a Florida Limited Liability Company, with the authorization of Snilloc Family Limited Partnership Number One, a Florida Limited Partnership ("Petitioners") has petitioned the City of Ormond Beach to vacate a portion of the Revised Plat of National Gardens, as recorded in Map or Plat Book 10, at Pages 250 through 253 of the Public Records of Volusia County, Florida (the "Plat"), and

WHEREAS, the legal description for this partial plat vacation is attached hereto as Exhibit "A" and incorporated herein by reference, and

WHEREAS, Section 177.101(3), *Florida Statutes*, provides that "The governing bodies of the counties of the state may adopt resolutions vacating plats in whole or in part of subdivisions in said counties, returning the property covered by such plats either in whole or in part into acreage. Before such resolution of vacating any plat either in whole or in part shall be entered by the governing body of a county, it must be shown that the persons making application for said vacation own the fee simple title to the whole or that part of the tract covered by the plat sought to be vacated, and it must be further shown that the vacation by the governing body of the

county will not affect the ownership or right of convenient access of persons owning other parts of the subdivision." and

WHEREAS, Section 177.101(4), *Florida Statutes*, provides that "Persons making application for vacations of plats either in whole or in part shall give notice of their intention to apply to the governing body of the county to vacate said plat by publishing legal notice in a newspaper of general circulation in the county in which the tract or parcel of land is located, in not less than two weekly issues of said paper, and must attach to the petition for vacation the proof of such publication, together with certificates showing that all state and county taxes have been paid. For the purpose of the tax collector's certification that state, county, and municipal taxes have been paid, the taxes shall be deemed to have been paid if, in addition to any partial payment under s. 194.171, the owner of the platted lands sought to be vacated shall post a cash bond, approved by the tax collector of the county where the land is located and by the Department of Revenue, conditioned to pay the full amount of any judgment entered pursuant to s. 194.192 adverse to the person making partial payment, including all costs, interest, and penalties. The circuit court shall fix the amount of said bond by order, after considering the reasonable timeframe for such litigation and all other relevant factors; and a certified copy of such approval, order, and cash bond shall be attached to the application. If such tract or parcel of land is within the corporate limits of any incorporated city or town, the governing body of the county shall be furnished with a certified copy of a resolution of the town council or city commission, as the case may be, showing that it has already by suitable resolution vacated such plat or subdivision or such part thereof sought to be vacated," and

WHEREAS, Section 177.101(5), *Florida Statutes*, provides that "Every such resolution by the governing body shall have the effect of vacating all streets and alleys which have not become highways necessary for use by the traveling public. Such vacation shall not become effective until a certified copy of such resolution has been filed in the offices of the circuit court clerk and duly recorded in the public records of said county," and

WHEREAS, Petitioners have shown that Petitioners own fee simple title to the property, and

WHEREAS, it has been shown that the vacation of the Plat will not affect ownership or the right of convenient access of persons owning land within the Plat or the subdivision created by means of the Plat, and

WHEREAS, there are outparcels that are not owned by the Petitioners and these outparcels shall be provided access through temporary easements until the RidgeHaven subdivision improvements are complete, and

WHEREAS, notice of intention to petition for vacation of the Plat was published pursuant to Section 177.101(4), *Florida Statutes*, and

WHEREAS, certificates showing that all state, county and local taxes have been paid on the land within the plat have been provided by the Petitioners, and

WHEREAS, the petition for vacation of the Plat and the procedures and processes used by the City Commission of the City of Ormond Beach comply with Section 177.101, *Florida Statutes*, and other controlling law, now therefore,

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

SECTION ONE. The City Commission of the City of Ormond Beach hereby adopts and incorporates into this Resolution the recitals to this Resolution.

SECTION TWO. The City Commission of the City of Ormond Beach, Florida held a public hearing on the application of the Petitioners to vacate portions of the said Plat being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and the same is hereby vacated and annulled and returned into acreage.

SECTION THREE. The City Clerk shall provide a certified copy of this Resolution to the Volusia County Manager.

SECTION FOUR. Further, the City Clerk shall forward a certified copy of this Resolution to be filed in the offices of the Clerk of the Circuit Court in and for Volusia County, Florida and recorded in the Public Records of Volusia County, Florida, at the expense of the Petitioners.

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

APPROVED AND AUTHENTICATED this 6th day of June, 2023.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"

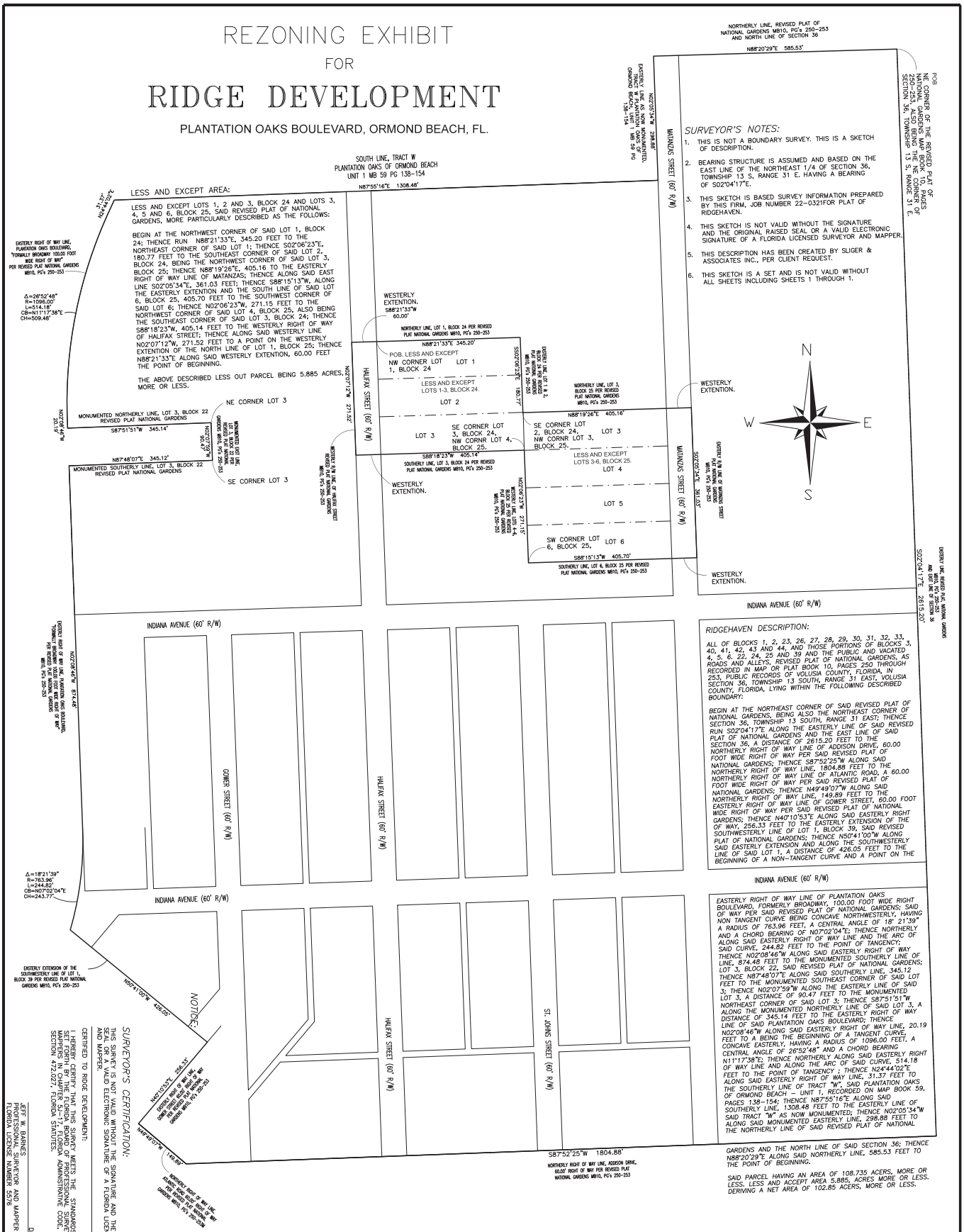
FILE: K:\PLATS\RIDGEHAVEN (DAVID JANSE)\22-0321 PLAT\230128 ACCESS EASEMENTS-- REZONING SN\230128 REZONING DOC.DWG

REZONING EXHIBIT

FOR

RIDGE DEVELOPMENT

PLANTATION OAKS BOULEVARD, ORMOND BEACH, FL.



SHEET: 1 OF 1	SKETCH OF DESCRIPTION	FIELD DATE: MONTH, DAY, YEAR	FIELD BOOK: N/A		SLIGER & ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS 3901 NOVA ROAD (386) 761-5785 PORT ORANGE, FL 32127 LICENSED BUSINESS CERTIFICATION NUMBER 3019 www.sligerassociates.com Copyright © 2023 Sliger & Associates, Inc.
SCALE: 1"= 100'	PLANTATION OAKS BOULEVARD	PARTY CHIEF: NAME	PAGE (S): N/A		
JOB: 23-0128		DRAWN BY: J. BARNES			
PROJECT: 02356	CLIENT: RIDGE DEVELOPMENT	CHECKED BY: C. WILLIAMS			

No.	Date	Revision	Approved
5			
4			
3			
2			
1			

STORCH
LAW FIRM

GLENN D. STORCH, ESQUIRE
glenn@storchlawfirm.com

COREY D. BROWN, ESQUIRE
corey@storchlawfirm.com

A. JOSEPH POSEY, ESQUIRE
joey@storchlawfirm.com

April 12, 2023

Via Hand Delivery
Mr. Steven Spraker, AICP
Planning Director
City of Ormond Beach Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175

Re: Application for Partial Plat Vacation for RidgeHaven

Dear Steven:

This is an application to request the partial vacation of portions of the platted lots and rights-of-way within the bounds of the proposed RidgeHaven PRD and Plat. The plan is to vacate most of the National Gardens rights-of-way and lots, as specified on the enclosed legal description and sketch, to allow for a preliminary plat and site construction for RidgeHaven, after which the RidgeHaven Final Plat will be approved and recorded.

As you know, there are several "enclave" property owners that have legal or physical access to their properties via some of the rights-of-way to be vacated. We will be providing all of those owners with temporary easements to access their properties in the period between vacating the rights-of-way and recording the new RidgeHaven plat, which includes new, improved right-of-way access for those owners. Enclosed for your review is the easement form and legal description for one of the property owners, which are the same format as the easements for the other owners. This has already been reviewed by City Attorney Randy Hayes, who did not have any concerns. The owners who have physical access currently will continue to have physical access throughout the construction process via the easements. Upon recording of the new RidgeHaven plat, the temporary easements will automatically terminate. All of the property owners that do not have physical access to their property currently will gain physical access via the new roads in RidgeHaven.

Enclosed with this letter are the following application documents:

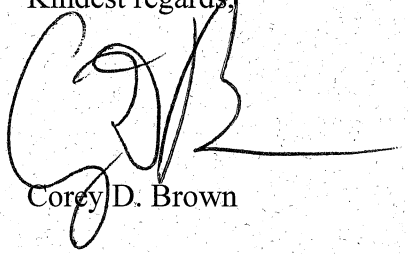
1. Signed application form;
2. Application fee in the amount of $700.00;
3. Property record cards and deeds for the subject property;
4. No objection letters;

420 South Nova Road • Daytona Beach, Florida 32114
(386) 238-8383 • (386) 238-0988 (fax)
Website: www.storchlawfirm.com

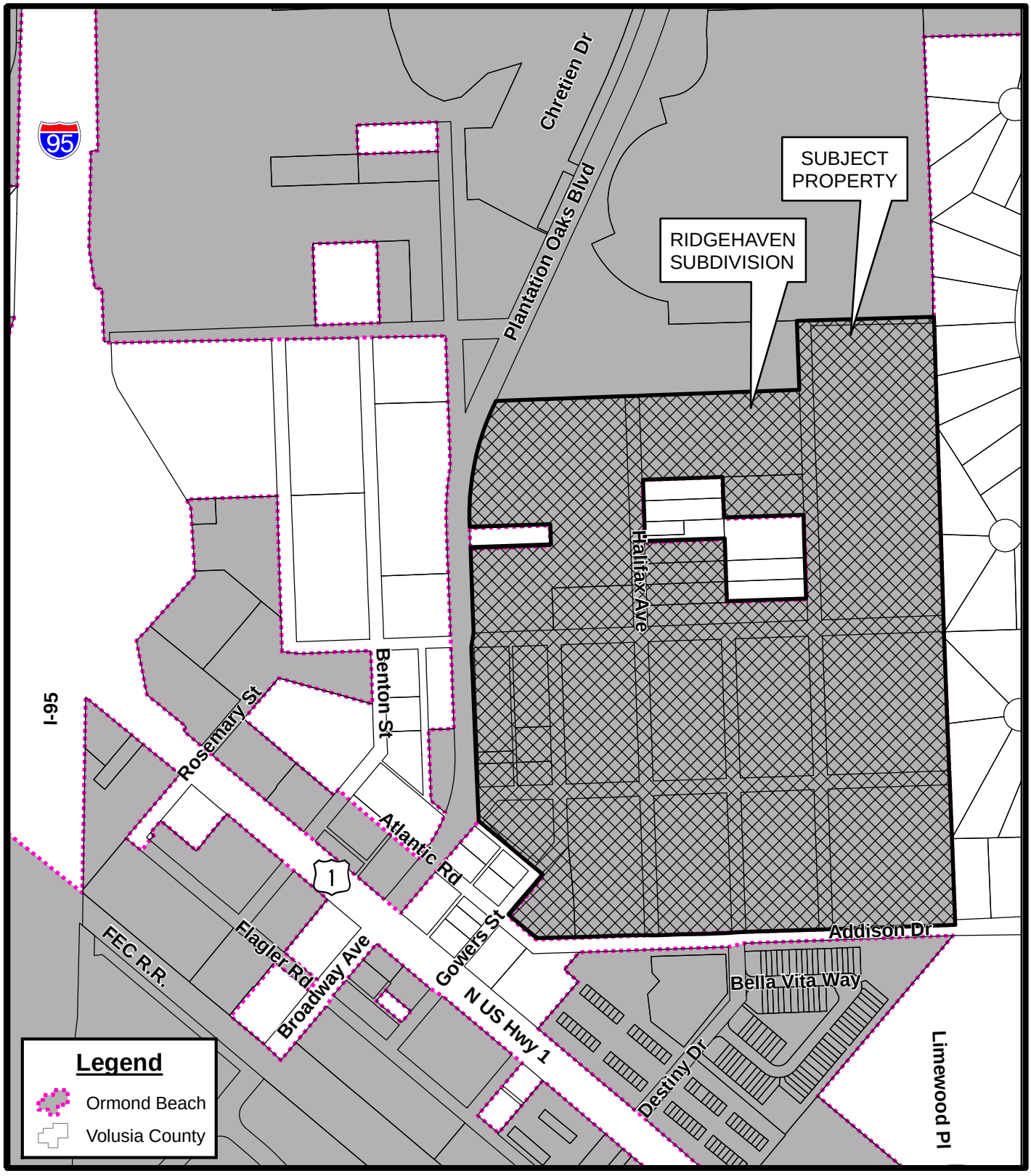
5. Signed and sealed sketch and legal description of the vacation area; and
6. Thumb drive with electronic copies of documents.

Please let me know if you have any questions or need any other documents for this application.

Kindest regards,



Corey D. Brown



LOCATION MAP
RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

N
W E
S
N.T.S.

Sec. 177.101 F.S.
For recorded subdivision vacation, annulment or replat information see:
Plat Book ____ Page ____
O R Book 4955 Page 1875
DIANE M. MATOUSEK
Clerk Circuit Court
E. Whitaker D.C.

Sec. 177.101 F.S.
For recorded subdivision vacation, annulment or replat information see:
Plat Book 7406, Page 2135-2145
O.R. Book ____, Page ____
DIANE M. MATOUSEK
Clerk of Circuit Court
E. Whitaker D.C.

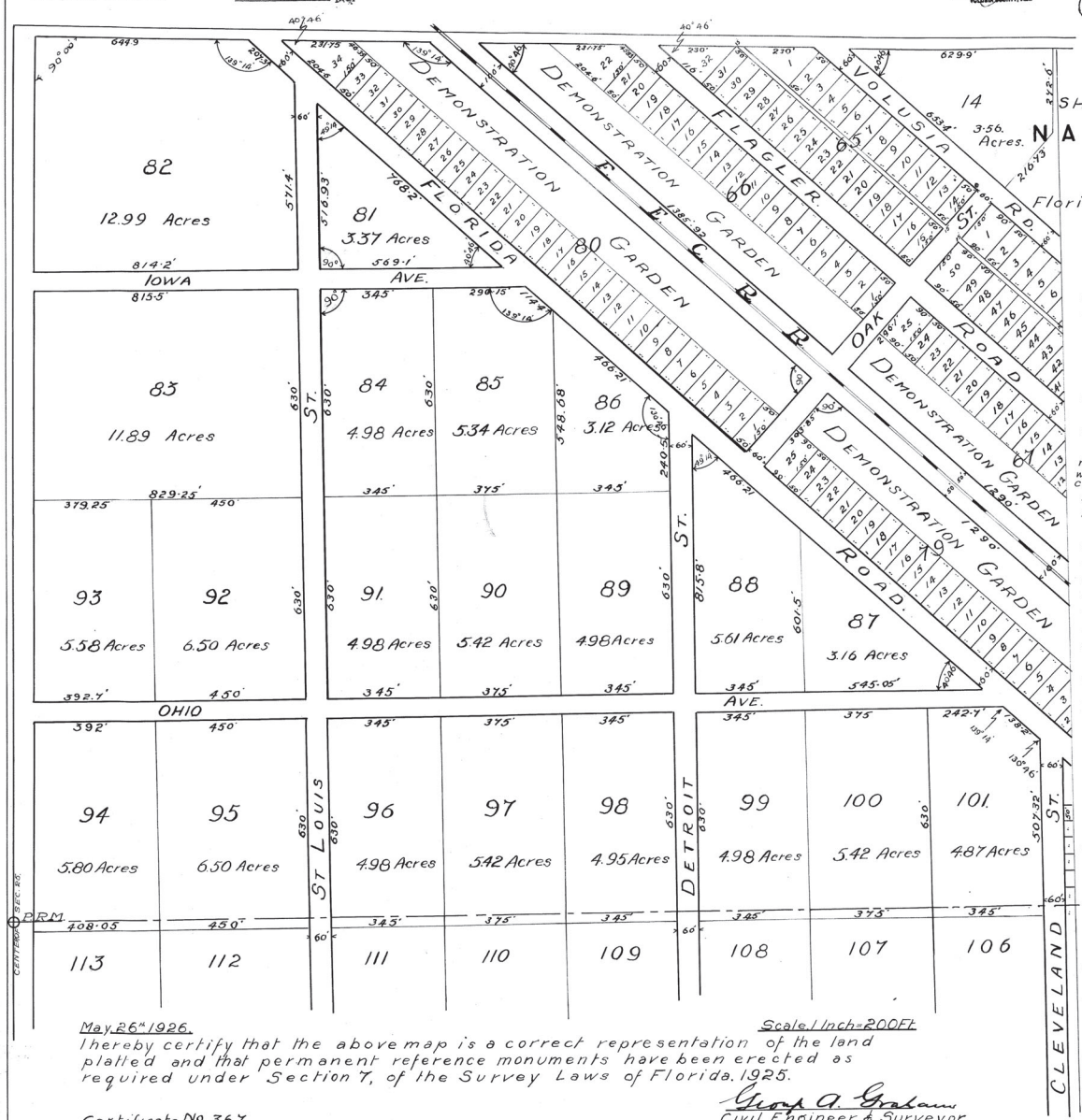
10 250

SHEET No 1.

Approved for Record
JUN 16 1926
ACCREDITED REPRESENTATIVE
BOARD OF COUNTY COMMISSIONERS
VOLUSIA COUNTY, FLA.

PLAN

SHOWING REVISED PLAT OF
NATIONAL CARDENS
FORMERLY VOLUSIA
Property of
Florida East Coast Development Co.



Being the East Half of Section 35 and all of Section 36 in Township 13 South, Range 31 East U.S. Surveys of the State of Florida, excepting therefrom the following described tract of land:- Beginning at a point in the East side of the Right of Way of the Florida East Coast Railway, distant 1194.6 feet from the South Line of Section 36 Township 13 South, Range 31 East U.S. Surveys of the State of Florida, measured in a NorthWesterly course along the Easterly side of said Railway, thence NorthWesterly course along the said right of way 2100 ft, thence at right angles with said side of said right of way in a NorthEasterly course 100 Ft. thence SouthEasterly & parallel with said right of way 2100 ft. thence, at right angles & in a SouthWesterly course 100 ft to the place of beginning.

State of Florida.
County of Volusia.

We, the Florida East Coast Development Company, a corporation organized and existing under the Laws of Florida, hereby certify that we are the owners of National Gardens described in the above caption and covered by the annexed plat of subdivision and we have caused the sam to be subdivided as shown hereon and hereby dedicate all Streets Roadways Avenues and Alleyways as shown thereon to the use of the public forever.

Signed and sealed in the presence of:-

Allen L Hatch — W.W. Sterling, President — SEAL.
William A. Roberts — R. Marshall Bolton, Secretary formerly R. Marshall. SEAL.

State of Florida
County of Volusia

I hereby certify that W.W. Sterling and R Marshall Bolton whose names are signed to the forgoing dedication as President and Secretary respectively of the Florida East Coast Dev Co, a corporation organized and existing under the Laws of the State of Florida, and who are personally known to me as such officers of said corporation for and on behalf of said corporation for the uses and purposes therein expressed and the said R. Marshall Bolton, Secretary of said Corporation further acknowledged that he affixed the seal of said corporation thereto as and for the act and deed of said corporation, and that the seal thereto affixed is in fact and truth the true corporate seal of said corporation.

Witness my hand and official seal this 3rd day of June A.D. 1926.

Eastman Dupree
Notary Public
My commission expires Nov. 15, 1928

May 26th 1926. Scale 1 Inch = 200 Ft.

I hereby certify that the above map is a correct representation of the land platted and that permanent reference monuments have been erected as required under Section 7, of the Survey Laws of Florida. 1925.

Geo A. Graham
Civil Engineer & Surveyor.
Daytona Beach. Fla.

Certificate No 367.

Approved for record this 16th day of June A.D. 1926.

Accredited Representative Board of County Commissioners.

SHEET Nº 2

PLAN

SHOWING REVISED PLAT

OF

NATIONAL GARDENS

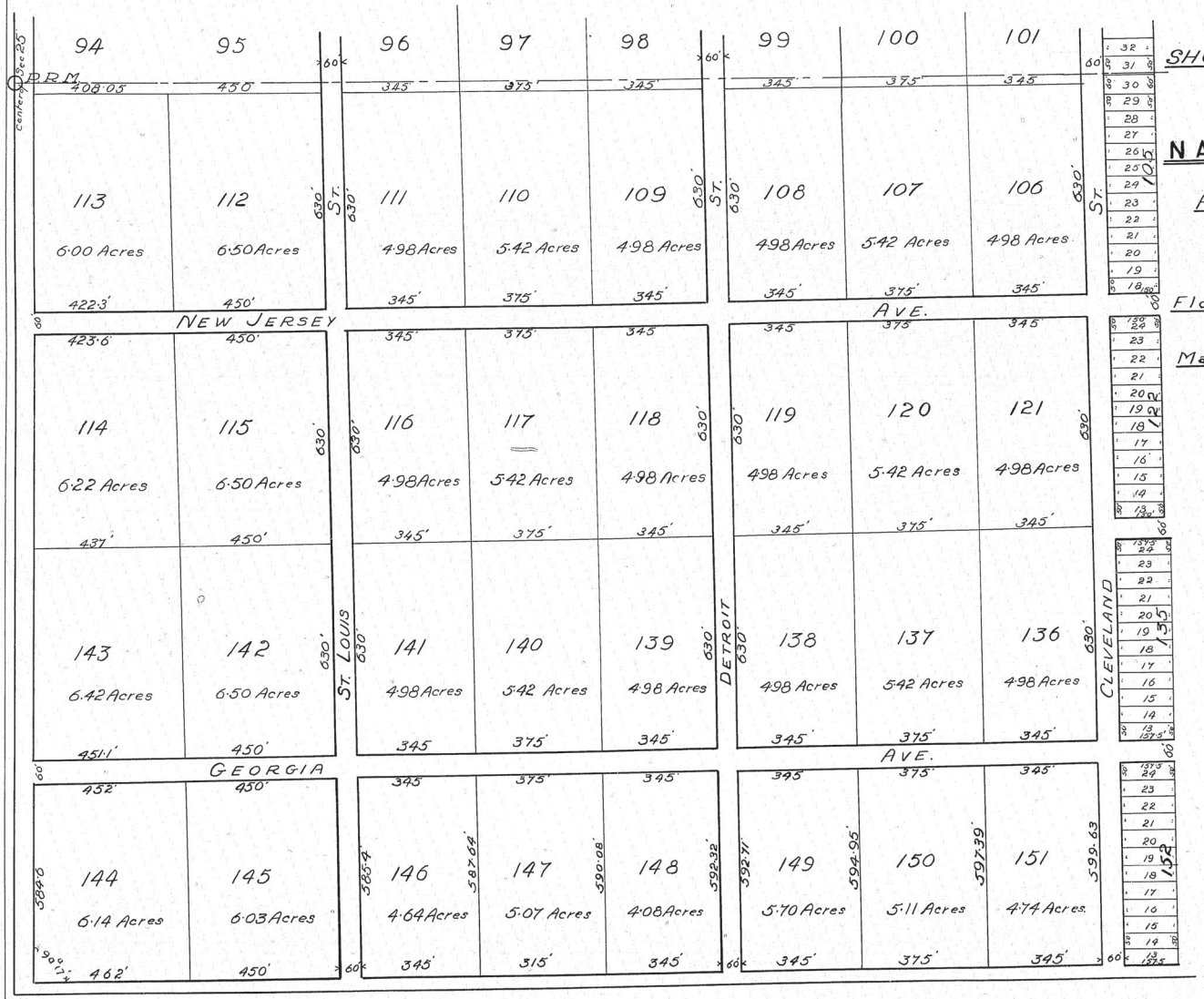
FORMERLY VOLUSIA

Property of

Florida East Coast Development Co.

May 26. 1925 Scale 1"=200Ft

Geo. A. Graham
Civil Engineer & Surveyor
Daytona Beach Fla
Certificate Nº 367.



Approved for Record
JUN 16 1926
ACCREDITED REPRESENTATIVE
BOARD OF COUNTY COMMISSIONERS
VOLUSIA COUNTY, FLA.

Certified in compliance with Survey Laws of 1925 and filed for record this
Clerk Circuit Court.
BY D. C.

PLAN

SHEET No 3.

Approved for Record

JUN 16 1926

ACCREDITED REPRESENTATIVE
BOARD OF COUNTY COMMISSIONERS
VOLUSIA COUNTY, FLA.

Certified in compliance with Survey Laws of 1925 and filed for record this

Clerk Circuit Court.

D.C.

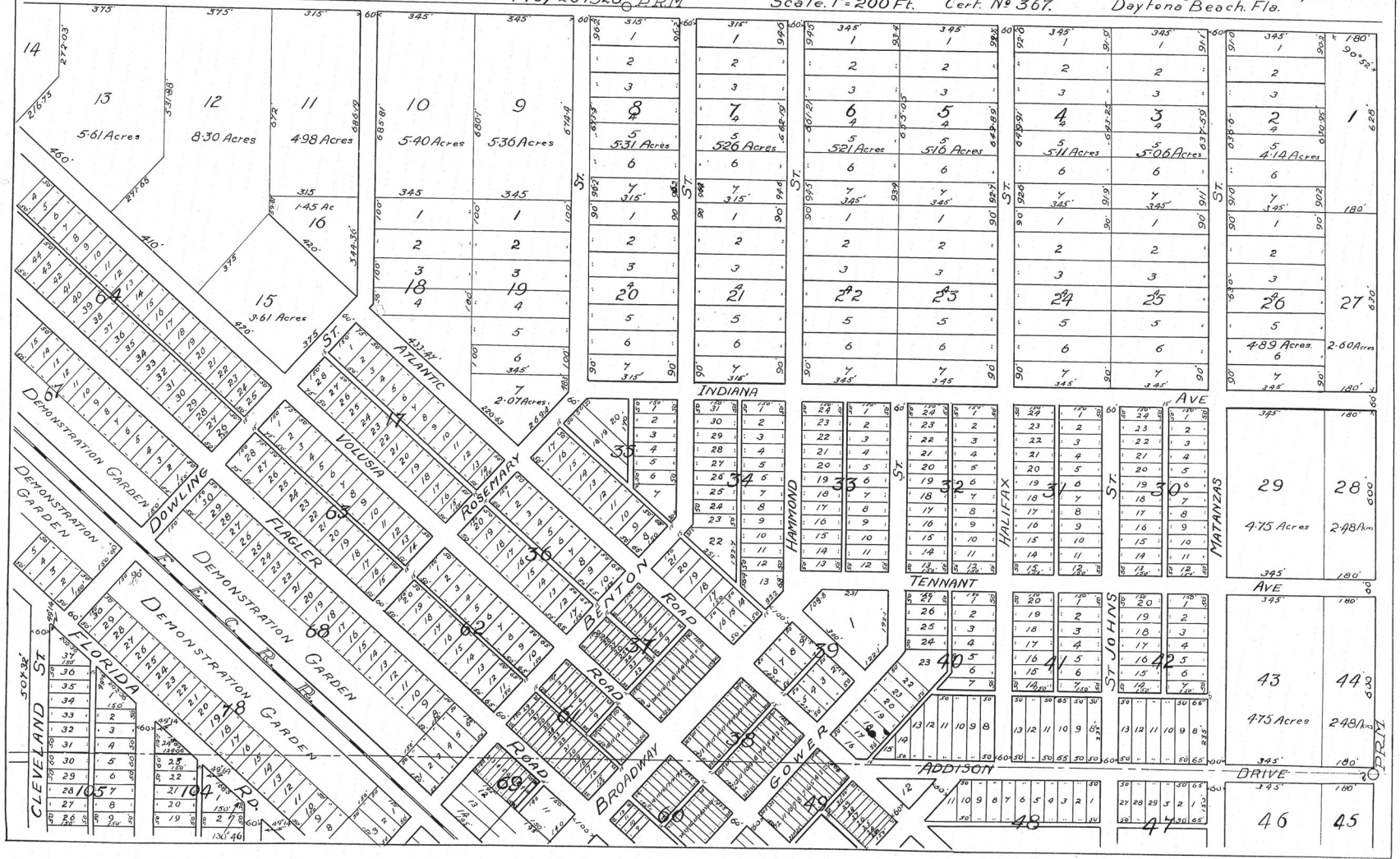
SHOWING REVISED PLAT OF NATIONAL GARDENS

Property of

Florida East Coast Development Co.

May 26"1926 P.R.M. Scale. 1"= 200 Ft. Cert. No 367.

George A. Graham
Civil Engineer & Surveyor.
Daytona Beach. Fla.



SHEET No 4

PLAN

SHOWING REVISED PLAT OF NATIONAL GARDENS

Property of

Florida East Coast Development Co.

May 26th 1926 Scale. 1"=200 Ft.

Approved for Record

JUN 16 1926

ACCREDITED REPRESENTATIVE BOARD OF COUNTY COMMISSIONERS VOLUSIA COUNTY, FLA.

Certified in compliance with Sur- vey Laws of 1925 and filed for record this

Clerk Circuit Court.

BY D.C.

Geo. A. Graham
Civil Engineer & Surveyor.
Daytona Beach. Fla.
Certificate No 367.



This instrument prepared by
and return to:
STORCH LAW FIRM
420 South Nova Road
Daytona Beach, FL 32114

GRANT OF TEMPORARY ACCESS EASEMENT

THIS GRANT OF TEMPORARY ACCESS EASEMENT (this "Easement") is given this _____ day of _____, 2023 by **RIDGEHAVEN, LLC**, a Florida limited liability company, and **SNILLOC FAMILY LIMITED PARTNERSHIP NUMBER ONE**, a Florida limited partnership (hereinafter collectively known as "Grantor"), to **BARBARA ANN STEADMAN** (hereinafter known as "Grantee").

WHEREAS, the Grantor is the fee simple owner of certain real property more particularly described in the attached Exhibit "A", which is the site of a proposed new subdivision known as RidgeHaven (hereinafter the "RidgeHaven Property"); and

WHEREAS, the Grantee owns that certain real property adjacent to the RidgeHaven Property and more particularly described in the attached Exhibit "B" (hereinafter the "Grantee's Property"); and

WHEREAS, the RidgeHaven Property and Grantee's Property are subject to the existing Revised Plat of National Gardens, as recorded in Map Book 210, Pages 250 – 253, Public Records of Volusia County, Florida (hereinafter the "Existing Plat"), which includes various rights-of-way that provide Grantee with legal access to Grantee's Property; and

WHEREAS, the Grantor desires to abandon certain portions of the Existing Plat on the RidgeHaven Property to facilitate a new plat for the RidgeHaven subdivision (hereinafter the "RidgeHaven Plat"); and

WHEREAS, the Grantor desires to provide the Grantee with a temporary access easement over the real property more particularly described in the attached Exhibit "C" (hereinafter the "Easement Property"), which will give the Grantee legal access to Grantee's Property during the period of time between the abandonment of the Existing Plat and the recording of the RidgeHaven Plat.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee a

DRAFT

temporary, non-exclusive access easement over, upon and across the Easement Property more particularly described in the attached Exhibit "C".

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns until the recording of the RidgeHaven Plat in the Public Records of Volusia County, Florida, subject to the following conditions:

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. Notwithstanding anything herein to the contrary, upon the recording of the RidgeHaven Plat in the Public Records of Volusia County, Florida, this Easement shall automatically terminate and be of no further force and effect, without the necessity to record any other document.

3. The Grantor reserves the right to construct any and all improvements within the Easement Property as are required for the RidgeHaven development. Said improvements may restrict the Grantee's existing physical access (if any) to its property across portions of the Easement Property, provided that other sections of the Easement Property continue to provide alternative physical access to Grantee's Property.

4. The easement granted herein shall run with the land and inure to and be for the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. Grantor represents and warrants that they have the full right, power and authority to execute, deliver and perform all of their obligations under the Easement. The invalidity of any one of the provisions of this Easement or any portion hereof shall not affect the remaining portions thereof or any part hereof and this Easement shall be constructed as if such provision had not been inserted herein. This Easement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, said Grantor has caused these presents to be executed and its corporate seal to be hereunto affixed by its proper officials thereunto duly authorized.

[Signatures on following pages.]

DRAFT

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE: (Two Witnesses as required by Florida Law)

RIDGEHAVEN, LLC, a Florida limited liability company

_____
Witness Signature

_____ _____
Print Name Richard C. Maugeri, Manager

_____
Witness Signature

_____
Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, on this ____ day of _____, 2023 by Richard C. Maugeri, as Manager of Ridgehaven, LLC, a Florida limited liability company. He is [ ] personally known to me or [ ] produced _____ as identification and did not take an oath.

_____
Notary Public

_____

DRAFT

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE: (Two Witnesses as required by Florida Law)

SNILLOC FAMILY LIMITED PARTNERSHIP NUMBER ONE, a Florida limited partnership

_____
Witness Signature

_____
Print Name

_____
John Collins, General Partner

_____
Witness Signature

_____
Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, on this ____ day of _____, 2023 by John Collins, as General Partner of SNILLOC Family Limited Partnership Number One, a Florida limited partnership. He is [ ] personally known to me or [ ] produced _____ as identification and did not take an oath.

_____
Notary Public

_____

DRAFT

EXHIBIT "A"

RIDGEHAVEN PROPERTY

RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 23, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1804.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°49'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 149.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 426.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; SAID NON TANGENT CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 763.96 FEET, A CENTRAL ANGLE OF 18° 21'39" AND A CHORD BEARING OF N07°02'04"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 244.82 FEET TO THE POINT OF TANGENCY; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 874.48 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHEAST CORNER OF SAID LOT 3; THENCE S87°51'51"W ALONG THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO A BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY ; THENCE N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED ON MAP BOOK 59, PAGES 138–154; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE N88°19'26"E, 345.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S02°05'34"E, 361.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 25; THENCE S88°15'13"W, 345.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N02°06'23"W, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 25, BEING THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 24; THENCE S88°18'23"W, 345.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N02°07'12"W, 271.46 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.

DRAFT

EXHIBIT “B”

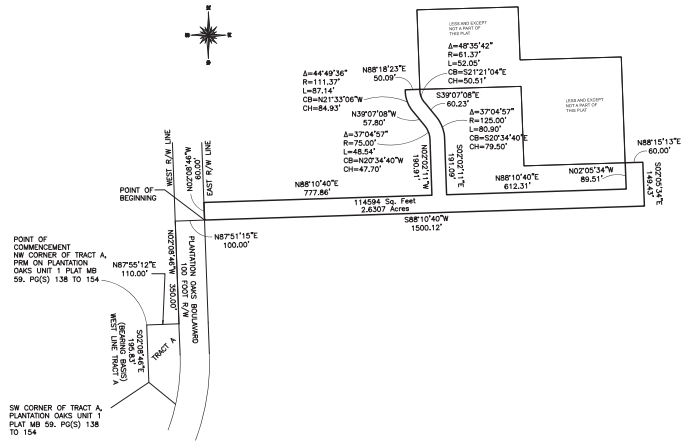
GRANTEE’S PROPERTY

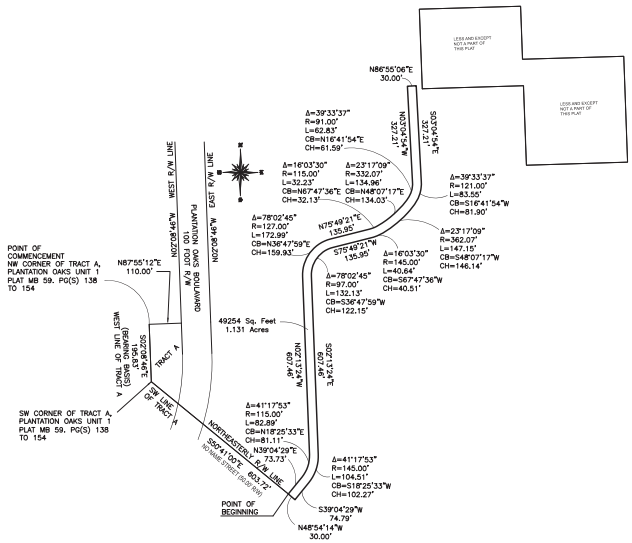
DRAFT

EXHIBIT “C”

EASEMENT PROPERTY

DRAFT





LEGAL DESCRIPTION (ACCESS EASEMENT NO.1):

COMMENCE FROM THE NORTHWEST CORNER OF TRACT "A", PLANTATION OAKS, UNIT 1 PLAT; MAP BOOK 59, PAGES 138-154; THENCE N87°55'12"E, 110.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG THE WEST LINE OF PLANTATION OAKS BOULEVARD 350.00 FEET; THENCE N87°51'15"E, 100.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD AND THE POINT OF BEGINNING; THENCE N02°08'46"W, 60.00 FEET; THENCE N88°10'40"E, 777.86 FEET; THENCE N02°02'11"W, 190.91 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 37°04'57", AND A CHORD BEARING OF N20°34'40"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 48.54 FEET; THENCE N39°07'08"W, 57.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 111.37 FEET, A CENTRAL ANGLE OF 44°49'36", AND A CHORD BEARING OF N21°33'06"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 87.14 FEET; THENCE N88°18'23"E, 50.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 61.37 FEET, A CENTRAL ANGLE OF 48°35'42", AND A CHORD BEARING OF S21°21'04"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 52.05 FEET; THENCE S39°07'08"E, 60.23 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 37°04'57", AND A CHORD BEARING OF S20°34'40"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 80.90 FEET; THENCE S02°02'11"E, 191.09 FEET; THENCE N88°10'40"E, 612.31 FEET; THENCE N02°05'34"W, 89.51 FEET; THENCE N88°15'13"E, 60.00 FEET; THENCE S02°05'34"E, 149.43 FEET; THENCE S88°10'40"W, 1500.12 FEET; TO THE POINT OF BEGINNING,

HAVING AN AREA OF 114594 SQUARE FEET, 2.631 ACRES

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE) WITH THE EAST LINE OF PLANTATION OAKS BOULEVARD, BEING N02°08'46"W.
3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 23-0128 FOR PLANTATION OAKS, UNIT 1.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 4

LEGAL DESCRIPTION (ACCESS EASEMENT NO.2):

COMMENCE FROM THE NORTHWEST CORNER OF TRACT "A", PLANTATION OAKS, UNIT 1 PLAT; MAP BOOK 59, PAGES 138-154; THENCE S02°08'46"E, ALONG THE WEST LINE OF SAID TRACT A, 195.83 FEET, TO THE SOUTHWEST CORNER OF TRACT "A", SAID PLANTATION OAKS UNIT 1; THENCE S50°41'00"E ALONG THE SOUTHWESTERLY LINE OF SAID TRACT A, CROSSING PLANTATION OAKS BOULEVARD AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF A NO NAME STREET BEING A 50 FOOT RIGHT OF WAY ACCORDING TO THE PLAT OF NATIONAL GARDENS REVISED, MAP BOOK 210, PAGE 250 TO 253, 603.72 FEET TO THE POINT OF BEGINNING; THENCE N39°04'29"E, 73.73 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 41°17'53", AND A CHORD BEARING OF N18°25'33"E; THENCE NORTHEAST ALONG THE ARC OF SAID CURVE 82.89 FEET; THENCE N02°13'24"W, 607.46 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 127.00 FEET, A CENTRAL ANGLE OF 78°02'45", AND A CHORD BEARING OF N36°47'59"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 172.99 FEET; THENCE N75°49'21"E, 135.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 16°03'30", AND A CHORD BEARING OF N67°47'36"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 32.23 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 332.07 FEET, A CENTRAL ANGLE OF 23°17'09", AND A CHORD BEARING OF N48°07'17"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 134.96 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE WESTERLY HAVING A RADIUS OF 91.00 FEET, A CENTRAL ANGLE OF 39°33'37", AND A CHORD BEARING OF N16°41'54"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 62.83 FEET; THENCE N03°04'54"W, 327.21 FEET; THENCE N86°55'06"E, 30.00 FEET; THENCE S03°04'54"E, 327.21 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 121.00 FEET, A CENTRAL ANGLE OF 39°33'37", AND A CHORD BEARING OF S16°41'54"W, THENCE ALONG THE ARC OF SAID CURVE 83.55 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 362.07 FEET, A CENTRAL ANGLE OF 23°17'09", AND A CHORD BEARING OF S48°07'17"W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 147.15 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 16°03'30", AND A CHORD BEARING OF S67°47'36"W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 40.64 FEET; THENCE S75°49'21"W, 135.95 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 97.00 FEET, A CENTRAL ANGLE OF 78°02'45", AND A CHORD BEARING OF S36°47'59"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 132.13 FEET; THENCE S02°13'24"E, 607.46 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 41°17'53", AND A CHORD BEARING OF S18°25'33"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 104.51 FEET; THENCE S39°04'29"W, 74.79 FEET; THENCE N48°54'14"W, 30.00 FEET TO THE POINT OF BEGINNING,

HAVING AN AREA OF 49254 SQUARE FEET, 1.131 ACRES

LEGEND / ABBREVIATIONS

R/W	RIGHT OF WAY	CB	CHORD BEARING
℄	CENTERLINE	PC	POINT OF CURVATURE
Δ	CENTRAL ANGLE	PT	POINT OF TANGENCY
R	RADIUS	PCC	POINT OF COMPOUND CURVE
L	ARC LENGTH	PNT	POINT OF NON-TANGENCY
		PRC	POINT OF REVERSE CURVE

ADDITIONAL ABBREVIATIONS—TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY

TREE TYPE — OK24 — 8 — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT; MULTIPLE TRUNKS; TREE SYMBOL

FOR: RIDGE DEVELOPMENT GROUP

SCALE: 1"=200' FIELD BOOK: PAGE(S): SHEET 1 OF 1

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE :	–	–	–	–	–
BOUNDARY SURVEY :	2-20-2023	23-0128	JP	TJ	JB
TOPOGRAPHIC SURVEY :	–	–	–	–	–
FOUNDATION LOCATION :	–	–	–	–	–
FINAL IMPROVEMENTS :	–	–	–	–	–
RECERTIFICATION :	–	–	–	–	–

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

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	RIDGE DEVELOPMENT GROUP	2-20-2023	23-0128

NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.

ACCESS EASEMENTS ORMOND BEACH

FOR: RIDGE DEVELOPMENT GROUP

JOB NO. 23-0128

SKETCH OF DESCRIPTION

SHEET 1 OF 1

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JEFF W. BARNES, P.S.M. NO. 5576

March 24, 2023

Dear Property Owner,

I have the pleasure of representing Ridgehaven, LLC, which owns approximately 103 acres of property adjacent to your property in Ormond Beach, Florida. My client is seeking a PRD rezoning and plat for a new subdivision called RidgeHaven. As you may know, my client's property has been annexed into the City of Ormond Beach and has a City comprehensive plan designation for a medium density residential development. Your property was not annexed and you still maintain the existing County designation which allows higher density. However, we are now finishing the plans and proceeding through the rezoning and subdivision process.

You should be receiving a letter from the City of Ormond Beach in a few days that provides notice of an upcoming Planning Board meeting for the project, but I wanted to reach out to you first with some additional information about the proposed development and to help answer any questions.

Enclosed with this letter is the latest Master Development Plan for RidgeHaven for your information. The new subdivision will have 286 new homes on a variety of lot sizes, from 30-foot duplex lots to 75-foot estate lots. This is a major reduction in the possible number of homes in the area (previously up to 866 new homes were entitled). We have worked closely with City staff on the planning for this property. Just under 25% of the property in RidgeHaven will remain natural, all historic trees are being preserved and approximately 1,552 new trees will be planted once all of the new homes are completed. The subdivision will have City water and sewer, and stormwater runoff will be recycled for irrigation, all of which eliminate the need for new wells and septic tanks. And there will be natural buffers between the subdivision and neighboring properties.

As an adjacent property owner, there are a couple of important things for you to know. First, your property is your property, and my client is not proposing to alter or to take your property in any way. RidgeHaven has been designed to have as little impact on your property as possible. The second thing you need to know is that the RidgeHaven project will result in the construction of predominantly paved access to your property, with stabilized and maintained access for the areas adjacent to the enclaves. Obviously, this is far safer and better road access than you have now and will be better maintained. It should also significantly increase the value of your property. Some adjacent lots have physical access currently, while others do not, but all existing parcels within the boundary of RidgeHaven will have full physical and legal access to new public roads once the project is completed. There will be a period between abandonment of the existing plat

and recording of the new RidgeHaven plat when my client will be providing you with legal access to your property via easements. In addition, all lots with existing physical access will continue to have physical access via the aforementioned easements as the new roads and other infrastructure are built. When the new subdivision plat is recorded, the easements will automatically terminate, and you will have new physical access to public roads, something that many current owners do not have.

Overall, RidgeHaven is going to be a great addition to the City that will result in improved access and increased value for your property. I hope that this letter about RidgeHaven is helpful and informative, but please feel free to reach out to me using the phone number and email address on this letter with any questions or concerns about RidgeHaven and your property.

Kindest regards,

Corey D. Brown

Florida Power & Light Company, 3000 Spruce Creek Rd., Port Orange, Fl. 32129

November 15th, 2022

Storch Law Firm
420 South Nova Rd
Daytona Beach, FL 32114

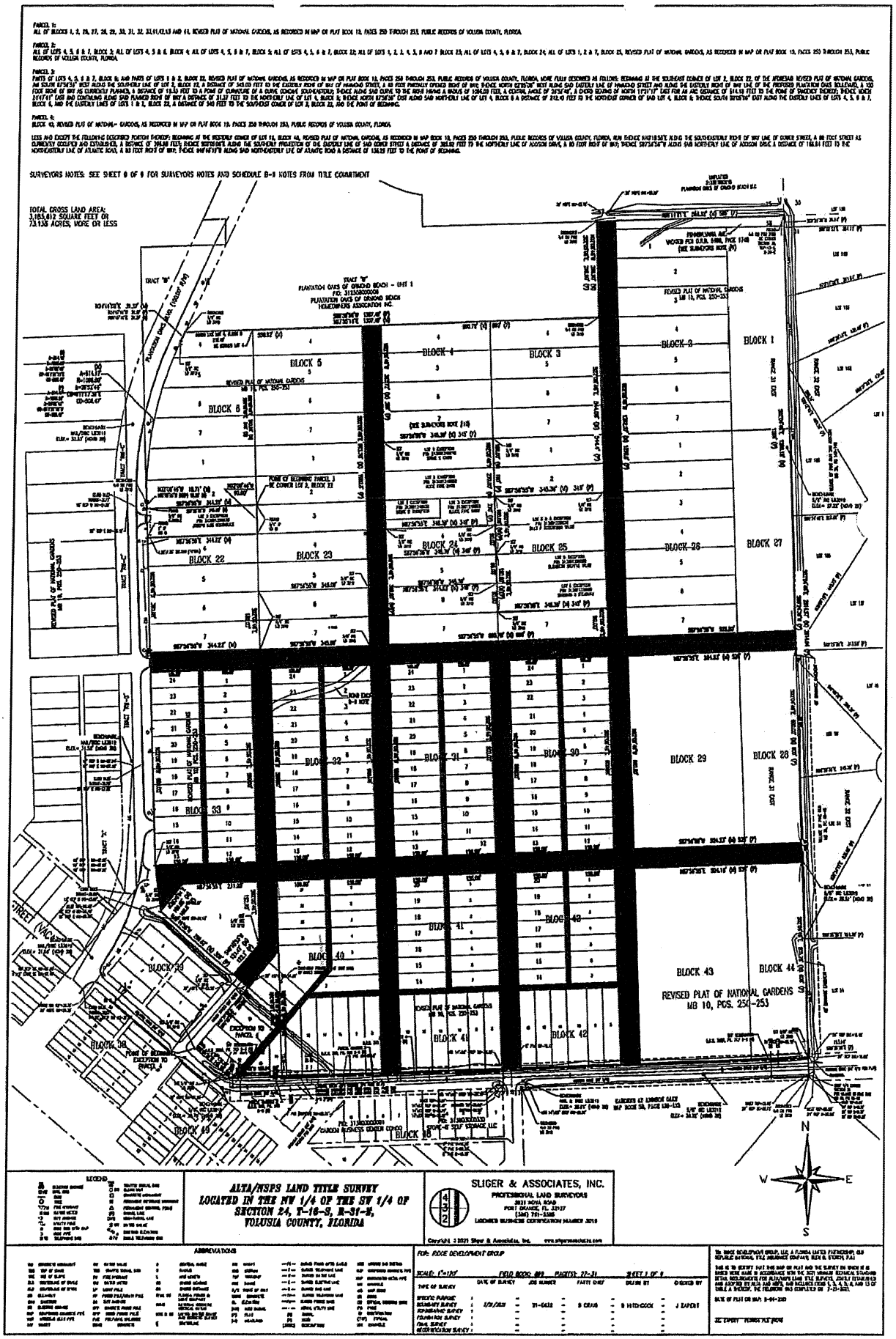
Re: No objection to the release of a platted right of way in parcel ID numbers: 313601010020, 313601010012, 313601330110, 313601330080, 313601230060, 313601240060, 31361240050 and 313601250010 in Volusia County

Please be advised that FPL does not object to the vacation of the easement as described and shown on the attached Exhibit A located in Map Book 10, Pages 250-253 of the public records of Volusia County.

If you have any questions regarding this matter, please contact Nicholas Rockefeller, FPL's local representative at 386-586-6476.

Thank you,

Joshua Zehnder
Engineering Lead



PARCEL 1:
ALL OF BLOCKS 1, 2, 26, 27, 28, 29, 30, 31, 32, 33,41,42,43 AND 44, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:
ALL OF LOTS 4, 5, 6 & 7, BLOCK 3; ALL OF LOTS 4, 5 & 6, BLOCK 4; ALL OF LOTS 4, 5, 6 & 7, BLOCK 5; ALL OF LOTS 4, 5, 6 & 7, BLOCK 22; ALL OF LOTS 1, 2, 3, 4, 5, 6 AND 7 BLOCK 23; ALL OF LOTS 4, 5, 6 & 7, BLOCK 24; ALL OF LOTS 1, 2 & 7, BLOCK 25, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3:
PARTS OF LOTS 4, 5, 6 & 7, BLOCK 6; AND PARTS OF LOTS 1 & 2, BLOCK 22, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 22, OF THE AFORESAID REVISED PLAT OF NATIONAL GARDENS, RUN SOUTH 89°56'24" WEST ALONG THE SOUTHERLY LINE OF LOT 2, BLOCK 22, A DISTANCE OF 343.00 FEET TO THE EASTERLY RIGHT OF WAY OF HAMMOND STREET; A 66 FOOT PRESCRIPTIVE DEDICATED RIGHT OF WAY; THENCE NORTH 02°55'36" WEST ALONG SAID EASTERLY LINE OF HAMMOND STREET AND ALONG THE EASTERLY RIGHT OF WAY LINE OF THE PROPOSED PLANTATION OAKS BOULEVARD, A 100 FOOT RIGHT OF WAY AS CURRENTLY PLANNED, A DISTANCE OF 1,813 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE ALONG AND CURVE TO THE RIGHT HAVING A RADIUS OF 1,080.00 FEET, A CENTRAL ANGLE OF 32°54'49", A CHORD BEARING OF NORTH 17°31'13" EAST FOR AN ARC DISTANCE OF 619.99 FEET TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 01°01'48" EAST AND CONTINUING ALONG SAID PLANNED RIGHT OF WAY A DISTANCE OF 31.37 FEET TO THE NORTHERLY LINE OF LOT 4, BLOCK 6; THENCE NORTH 89°56'24" EAST ALONG SAID NORTHERLY LINE OF LOT 4, BLOCK 6 A DISTANCE OF 312.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 6; THENCE SOUTH 00°03'36" EAST ALONG THE EASTERLY LINES OF LOTS 4, 5, 6 & 7, BLOCK 6, AND THE EASTERLY LINES OF LOTS 1 & 2, BLOCK 22, A DISTANCE OF 940 FEET TO THE SOUTHEAST CORNER OF LOT 2, BLOCK 22, AND THE POINT OF BEGINNING.

PARCEL 4:
BLOCK 45, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION THEREOF: BEGINNING AT THE WESTERLY CORNER OF LOT 16, BLOCK 45, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN THENCE NORTH 59°53'56" EAST ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF DUNCE STREET, A 66 FOOT STREET AS CURRENTLY LOCATED AND ESTABLISHED, A DISTANCE OF 398.00 FEET; THENCE SOUTH 30°06'04" EAST ALONG THE SOUTHERLY PROJECTION OF THE EASTERLY LINE OF SAID DUNCE STREET A DISTANCE OF 265.00 FEET TO THE NORTHERLY LINE OF ACOSTA DRIVE, A 80 FOOT RIGHT OF WAY; THENCE SOUTH 59°53'56" WEST ALONG SAID NORTHERLY LINE OF ACOSTA DRIVE A DISTANCE OF 198.84 FEET TO THE NORTHEASTERLY LINE OF ATLANTIC ROAD, A 80 FOOT RIGHT OF WAY; THENCE NORTH 30°06'04" WEST ALONG SAID NORTHEASTERLY LINE OF ATLANTIC ROAD A DISTANCE OF 132.50 FEET TO THE POINT OF BEGINNING.

SURVEYORS NOTES: SEE SHEET 8 OF 9 FOR SURVEYORS NOTES AND SCHEDULE B-II NOTES FROM TITLE COMMITMENT

TOTAL GROSS LAND AREA:
3,165,612 SQUARE FEET OR
73.138 ACRES, MORE OR LESS

LEGEND

ABBREVIATIONS

ALTA/NSPS LAND TITLE SURVEY
LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 24, T-16-S, R-31-E, VOLUSIA COUNTY, FLORIDA

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
2031 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5305
LICENSED BUSINESS CERTIFICATION NUMBER 3018

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FOR: RIDGE DEVELOPMENT GROUP

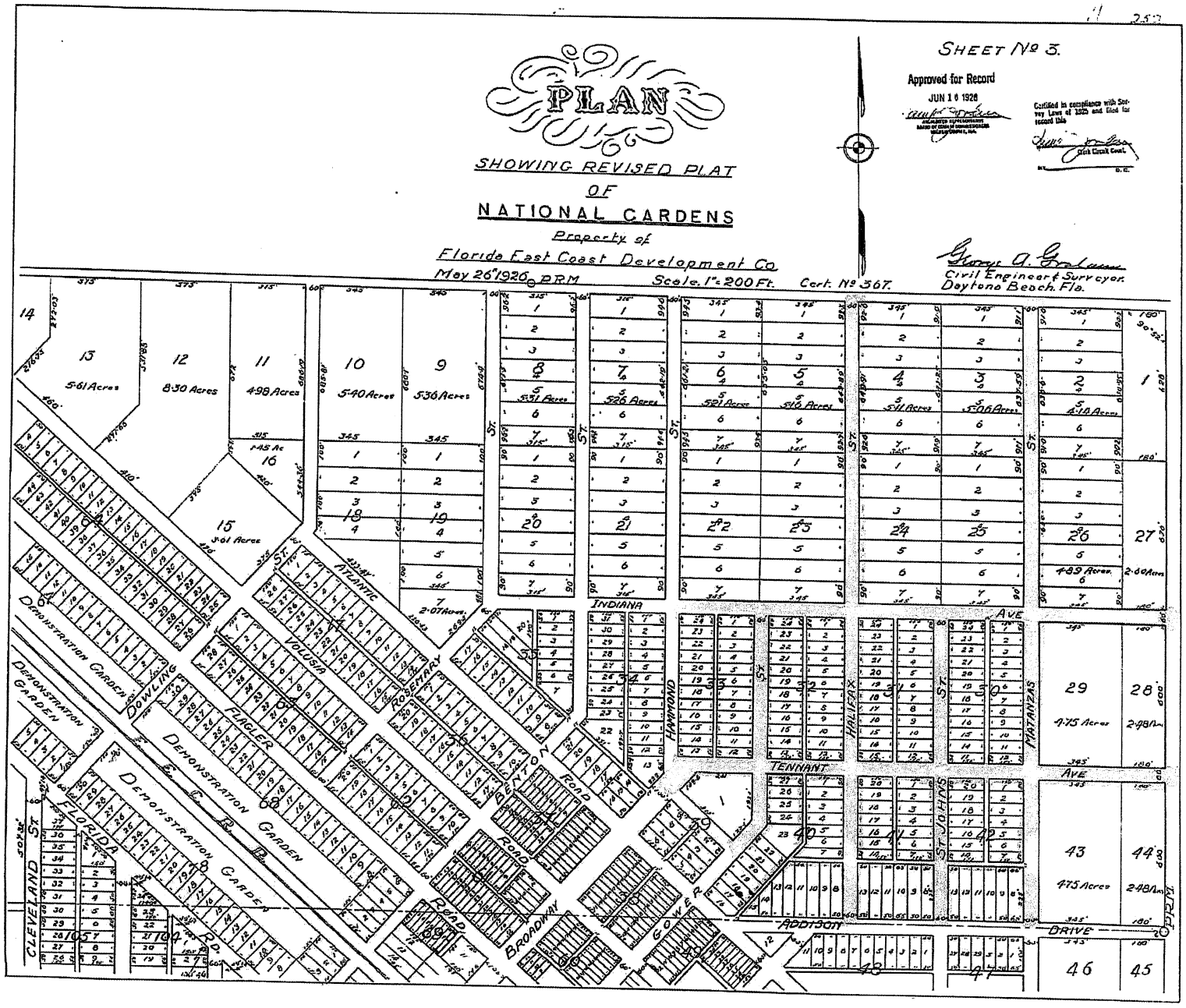
SCALE: 1"=100' FIELD BOOK: 889 PAGE(S): 22-31 SHEET 1 OF 9

TYPE OF SURVEY	DATE OF SURVEY	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
BOUNDARY SURVEY	1/21/2021	21-0432	S CRAIG	S HITCHCOCK	J ZAPERT

SURVEYOR'S CERTIFICATE

DATE OF PLAT OR MAP: 2-24-2021

J.C. ZAPERT - FLORIDA PLS #6748


PLAN
SHOWING REVISED PLAT
OF
NATIONAL GARDENS
Property of
Florida East Coast Development Co
May 26 1926 P.R.M.
Scale 1" = 200 Ft.
Cert. No 367.
George A. Graham
Civil Engineer & Surveyor
Daytona Beach, Fla.
SHEET No 3.
Approved for Record
JUN 16 1926
Certified in compliance with Survey Laws of 1925 and filed for record this
Clerk Circuit Court
D. C.
ATLANTIC
INDIANA
VOLUSIA
ROSEMARY
DOWLING
FLAGLER
BENTON
ROAD
HAMMOND
HALIFAX
ST. JOHNS
TENNANT
AVE
MATANZAS
DRIVE
ADDISON
BROADWAY
GOWER
CLEVELAND
FLORIDA
DEMONSTRATION GARDEN
DEMONSTRATION GARDENS
DEMONSTRATION GARDEN
DEMONSTRATION GARDEN
5.61 Acres
8.30 Acres
4.98 Acres
5.40 Acres
5.36 Acres
3.61 Acres
2.07 Acres
4.89 Acres
4.75 Acres
2.98 Acres
4.75 Acres
2.98 Acres

To:

Corey D Brown,Esquire

420 South Nova Rd

Daytona Beach, Fl 32114

corey@storchlawfirm.com

August 5, 2022

This is a "Letter of No Objection" to the requested vacation of proposed vacation of rights-of-way National Gardens, Map Book 10, Page 250-253, Public Records of Volusia County, Florida. Parcel Numbers: 313601330080, 313601230060, 31361240050 and 313601250010. Please accept this letter as notification.
Attached request & map:



No Ojbection AT&T National Gardens.pdf

Sincerely,

James Franklin
AT&T Engineer
1500 Herbert St
Port Orange, FL 32129
c. (772) 332-2493

TECO
PEOPLES GAS
AN EMERA COMPANY

12/20/2021

To: Corey D. Brown
Storch Law Firm
420 South Nova Road
Daytona, FL 32114

RE: Vacation of Easement-Ormond Beach, FL 32174
Addison Drive and Plantation Oaks Blvd.

Proposed ROW Vacation of Platted Rights-of-Way National Gardens, Map Book 10, Pages 250-253, Public Records of Volusia County Adjacent to Parcel Numbers: 313601010020; 313601010012; 313601330110; 313601330080; 313601230060, 313601240060, 31361240050 and 313601250010

From: TECO Peoples Gas

To: Whom It May Concern,

Thank you for contacting TECO Peoples Gas Company regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request.

If you have further questions, please do not hesitate to call.

Sincerely,

Joan Domning
Administrative Specialist, Senior
Peoples Gas-Distribution Engineering
8416 Palm River Road
Tampa, FL 33619
Office: 813-275-3783

Charter
COMMUNICATIONS

Stacy Stafford
Supervisor, Construction
Field Ops

December 22, 2021

Corey D. Brown
Storch Law Firm
420 South Nova Road
Daytona Beach Fl. 32114

RE: PROPOSED ROW VACATION OF PLATTED RIGHT-OF-WAY NATIONAL GARDENS, MAP BOOK 10, PAGES 250-253. ADJACENT TO PARCEL NUMBERS: 313601010020; 31360100012; 313601330110; 313601330080; 313601230060; 313601240060; 31361240050 AND 313601250010.

To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced "Easements" which is also described in the attached survey map.

Spectrum has **"no objection"** to the vacation of the ROW easement of the above mentioned property as described in the attached "Exhibit A" and survey map.

If you have any questions regarding this, please contact me.

Sincerely,

Stacy R. Stafford

Stacy R. Stafford
Charter Spectrum
Construction Supervisor
(407) 532-8614

1475 S. Nova Rd. Daytona Beach, FL 32114 T (407) 532-8614 F (386) 267-7508 Stacy Stafford@charter.com

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 8.L
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	**Res./Ord. No:**	2023-109
Strategic Goal:	Transportation & Community Development - Other		
Department :	Planning & Building		
Subject:	RidgeHaven, Preliminary Plat		
Budget Impact:	There is no budget impact as the result of the preliminary plat.		
Summary:	This is a request from RidgeHaven, LLC, partial property owner and with authorization of the property owner of the other land areas, Snilloc Family Limited Partnership Number One, for a preliminary plat for 286 residential lots on 103.45 acres and associated site improvements. The proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision. The preliminary plat is a technical review to allow the subdivision of land consistent with the Planned Residential Development that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution. The Planning Board recommended approval with a 5-1 vote.		
Recommended Action:	The Planning Board recommended that the City Commission approve the preliminary plat to allow 286 residential lots on 103.45 acres and associated site improvements, located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050. The preliminary plat is consistent with the Planned Residential Development zoning and development order.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director 5/11/2023

Kelly A. McGuire

Claire Whitley, Assistant City Manager	5/15/2023	
Joyce Shanahan, City Manager	6/1/2023	

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: June 6, 2023

Subject: RidgeHaven, Preliminary Plat

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request from RidgeHaven, LLC, partial property owner and with authorization of the property owner of the other land areas, Snilloc Family Limited Partnership Number One, for a preliminary plat for 286 residential lots on 103.45 acres and associated site improvements. The proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050. The preliminary plat is a technical review to allow the subdivision of land consistent with the Planned Residential Development that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution.

Background

The RidgeHaven subdivision includes nine parcels (Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050) that total 103.45 acres. Within the RidgeHaven subdivision land area there are eight (8) parcels individually owned (not owned by RidgeHaven) totaling approximately 5.7 acres. Seven (7) parcels are vacant and one parcel fronting Plantation Oaks Boulevard is developed with a single-family home. The RidgeHaven subdivision was located in unincorporated Volusia County with a desire to construct a subdivision. Representatives of the RidgeHaven subdivision had two options for subdivision development: (1) remain in unincorporated Volusia County and have Ormond Beach provide the project utilities or (2) become part of the North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA) area and develop the subdivision in Ormond Beach. The Interlocal Service Boundary Agreement allows the annexation of land while creating enclaves that remain in unincorporated Volusia County.

The City Commission adopted the original North U.S. 1 Interlocal Service Boundary Agreement on August 19, 2014 per Ordinance 2014-27. Concurrently, the Volusia County Council adopted the Interlocal Service Boundary Agreement on August 21, 2014 by Volusia County Ordinance 2014-12. The original Interlocal Service Boundary Agreement established the Municipal Service Area (MSA) and joint planning and service delivery agreement for the North U.S. Highway 1 area. The first amendment to the North U.S. 1 Interlocal Service Boundary Agreement was approved to add the land associated with Plantation Oaks Subdivision and the 13 enclaves surrounding the subdivision to the adopted Municipal Service Area. On August 20, 2019, the City Commission adopted the first amendment to the North U.S. Highway 1 Interlocal Service Boundary Agreement. The Volusia County Council subsequently adopted the agreement on September 17, 2019. The City of Ormond Beach (December 7, 2021 with Ordinance 2021-43) and Volusia County (February 15, 2022 with Ordinance 2022-9) approved the second amendment to the North U.S. Highway 1 Interlocal Service Boundary Agreement to add the land associated with the RidgeHaven subdivision and the individually owned parcels not owned by RidgeHaven to the adopted Municipal Service Area. During the County Council presentation and discussion, the RidgeHaven representative and city staff committed to establishing a limitation of 298 dwelling units for the entire RidgeHaven area. On March 22, 2022, the City Commission approved Ordinance 2022-05 that annexed the RidgeHaven subdivision.

With the Interlocal Service Boundary Agreement and annexation approved, the next step for the RidgeHaven project was the assignment of a city land use designation. For the existing land use entitlements, Volusia County staff analysis calculated a range of residential development from 716 to 1,052 dwelling units. The existing land use required a minimum of four units per acre. The city land use designation occurred with three separate actions:

1. Ordinance 2022-14 adopted July 19, 2022: The Ordinance amended the Future Land Use Element of the Comprehensive Plan to incorporate the second Interlocal Service Boundary Agreement and provide a text limitation within Policy 9.1.4 that states the RidgeHaven land area shall not exceed 3 units per acre and no more than 298 dwelling units for the entire RidgeHaven property. The maximum theoretical residential density was reduced by 754 residential units. For the non-RidgeHaven properties, the Ordinance included the text restriction that these parcels would maintain a maximum gross residential density of eight (8) units per acre – the same density that existed in unincorporated Volusia County.
2. Ordinance 2022-18, adopted August 3, 2022: The Ordinance authorized the following actions:
    1. Amended the Future Land Use Map designation for the RidgeHaven subdivision property (totaling 84.26 acres) from Volusia County “Urban Medium Intensity” (UMI) to Ormond Beach “Low Density Residential” (LDR). The Ordinance included the map annotation that the RidgeHaven subdivision would have a density restriction of three (3) units per acre and shall not exceed 298 residential units for the entire RidgeHaven subdivision; and
    2. Amended the Future Land Use Map designation of the properties not

associated with the RidgeHaven development from "Urban Medium Intensity" (UMI) to Ormond Beach "Medium Density Residential" (MDR). The Ordinance included the map annotation that these parcels would maintain a maximum gross residential density of eight (8) units per acre – the same density that existed in unincorporated Volusia County.

3. Ordinance 2022-12, adopted May 3, 2022: This Ordinance was for 19.19 acres owned by the RidgeHaven subdivision applicant that was part of the original Interlocal Service Boundary Agreement area. The Ordinance amended the Future Land Use for the property from "Low Intensity Commercial" (LIC) to "Medium Density Residential" (MDR). The Ordinance contained a condition that the density shall be restricted to eight (8) units per acre within the 19.19 acres and the RidgeHaven subdivision including the 84.26 acres shall not exceed 298 residential units.

Discussion

The subdivision has sought a zoning map amendment and the issuance of the development order. These actions provide the zoning framework for the subdivision development. These two Ordinances are scheduled for second reading at the June 6, 2023 City Commission meeting. The preliminary plat would allow the commencement of subdivision improvements. A final plat is required to be acted upon by the City Commission in order to subdivide the subdivision land area.

The project has the following attributes:

1. The total project size is 103.45 acres.
2. The development consists of 286 lots. Any subdivision phasing may be reviewed and approved of the Site Plan Review Committee as a minor amendment.
3. The project's gross density is 2.76 units per acre.
4. The project's net density (project acreage of 103.45 minus 6.49 acres of wetlands divided by 286 residential lots) is 2.95 units per acre.
5. The subdivision features three residential types: (a) duplex lots – 84 lots with a 35-foot lot frontage along the boundary of Addison Drive. These are allocated on the former B-8, Commercial land area that has a land use of "Medium Density Residential", (b) 50-foot lots – 136 lots that are located in the interior of the subdivision, and (c) 75-foot lots - 66 lots that are located at the rear of the subdivision, abutting the 35' natural area that abuts the Village of Pine Run.
6. There are two subdivision access points from Plantation Oaks Boulevard. No access is proposed from Addison Drive.
7. A traffic study was performed and is included the applicant package and a proportionate fair share agreement is required.
8. The project proposes internal sidewalks on both sides of the streets within the RidgeHaven subdivision. The project proposes a sidewalk connection off-site to connect to North U.S. Highway 1.
9. An Environmental Assessment Analysis performed by Ecological Consulting Solutions, Inc. A total of 8.04 acres of wetlands exists on the subject property. As designed, the project would have 1.75 acres of direct impacts to on-site

wetlands.

10. Recreational improvements include a 33,000 square foot outdoor amenity area including a pool and pool deck, including a dog park, playground and activity field. The project also includes two walking trails in the southeast corner of the property and along a lake and buffer area at the northeast corner.
11. The project proposes to preserve a total of 25.52 acres as natural preservation or 24.67% of the subject property. The Land Development Code requirement for natural preservation is 15% of the property and the Planned Residential Development standard is 20% of the property.
12. There is a 35-foot natural preservation area and existing ditch between the Ridgehaven subdivision and the Village of Pine Run. The Land Development Code requirement for a landscape buffer is six (6') feet.
13. Irrigation for the subdivision will be drawn from the stormwater ponds.
14. A street tree plan has been designed with 298 street trees.
15. A five-year expiration date for phase one of the project from the date of City Commission approval is proposed.
16. For the project stormwater, the site is surrounded on three (3) sides by ditches that ultimately flow to the east. The drainage pattern of the pre-developed site flows to the Addison Canal, the canal between this project and the Village of Pine Run Subdivision, the wetland and a ditch on the north side of the project.
17. The proposed stormwater treatment methodology is wet detention with stormwater harvesting. The wet detention system has multiple ponds with an equalizer pipe system that will maintain the normal water elevation for all ponds. The drainage patterns for the post-developed site includes the landscape/natural preservation that will continue to drain into the Addison Canal and the canal between Ridgehaven and Village of Pine Run. This acreage of this area has been significantly decreased. The area that drains to the north has also been decreased in the post-development conditions. The interior of the project will be directed onto the proposed stormwater treatment facility noted above. The stormwater wet detention will have an ultimate outfall to the swale along the northern border. This swale will intersect the swale along the western edge of the Village of Pine Run that flows to the north in the Plantation Oaks Phase III. By directing the surface water runoff into the stormwater facility, there will be a delay in the surface flow exiting the site as well as reduction of the actual volume entering the canal/pipe system through the Village of Pine Run.
18. All three (3) historic trees on-site have been preserved.
19. The project buffers are as follows:
    1. Abutting Addison Drive. Required: 10'. Provided: ranges from 12' to 22'.
    2. Abutting Plantation Oaks Boulevard. Required 20'. Provided: ranges from 30', 40, and 125' depending on the buffer location.
    3. Abutting Plantation Oaks, Phase 3. Required 6'. Provided: Ranges with a minimum of 40'.
    4. Abutting Village of Pine Run. Required: 6'. Provided: 35' natural area.

<u>Planning Board</u>

The Planning Board reviewed the preliminary plat at the April 13, 2023 meeting and recommended approval with a 5-1 vote. There were three individuals who spoke before

the Planning Board regarding the subdivision development. One individual sought additional screening of their property abutting a cul-de-sac which the applicant agreed with and the Planning Board made part of the approving motion for the issuance of the development order. Two individuals expressed concern regarding the project and the potential impacts on the Ormond Lakes stormwater system. The applicant detailed how the stormwater management plan reduces both the rate and volume of stormwater discharge post site development compared to the pre-development conditions. The project engineer stated that stormwater has been re-directed into the Plantation Oaks stormwater system versus the pre-development condition of discharge to the Village of Pine Run and eventually through the Ormond Lakes stormwater system. City staff also verified that the adopted Stormwater Master Plan has a planned stormwater study of the Ormond Lakes area. There were no specific comments on the preliminary plat. The Planning Board minutes are attached to this item.

Budget Impact

There is no budget impact as the result of the preliminary plat.

Citizen Impact

The project has undergone a substantial path in order to develop in Ormond Beach versus unincorporated Volusia County. The project has voluntarily reduced density of what was allowed under the Volusia County land use and zoning entitlements. It is not anticipated that the preliminary plat would have negative citizen impacts.

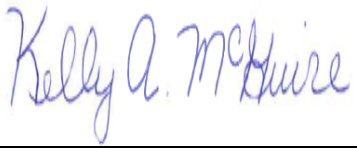
Recommendation

The Planning Board recommended that the City Commission approve the preliminary plat to allow 286 residential lots on 103.45 acres and associated site improvements, located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050. The preliminary plat is consistent with the Planned Residential Development zoning and development order.

Attachments:

1. 23-109 RidgeHaven preliminary plat (P23-0070G)
2. Exhibit A, plat
3. Exhibit B, RidgeHaven Construction Plans
4. 04.13.2023 RidgeHaven Preliminary Plat, PB Report (8.5X11)
5. Draft PB Minutes, RidgeHaven, Preliminary Plat

Approvals:



Kelly McGuire, Finance Director

Date: May 11, 2023



Claire Whitley, Assistant City Manager

Date: May 15, 2023



Joyce Shanahan, City Manager

Date: June 01, 2023

RESOLUTION NO. 2023-109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR THE "RIDGEHAVEN" SUBDIVISION, A PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, RidgeHaven, LLC, a Florida Limited Liability Company, and Snilloc Family Limited Partnership Number One, a Florida Limited Partnership, are the owners of nine parcels of real properties (the "Property Owners") and have submitted the preliminary plat for the "RidgeHaven" subdivision, and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of City staff and Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves a 286-lot preliminary plat for the "RidgeHaven" subdivision, as shown in the preliminary plat attached hereto as Exhibit

"A" and the construction plans attached hereto as Exhibit "B" and incorporated herein by reference, subject to full and continuous compliance to the Planned Residential Development Development Order as approved by Ordinance 2023-26.

SECTION TWO. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, on **June 6, 2025**, unless the subject property is actively being developed such that permits have been issued and are continuing; or the requirements of Section 4-18 *Land Development Code* have been satisfied and a final plat has been approved by the City Commission, recorded, and the appropriate bond has been provided as required by Section 4-18(8)(c) of the *Land Development Code* for "RidgeHaven".

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

APPROVED AND AUTHENTICATED, this 6th day of June, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

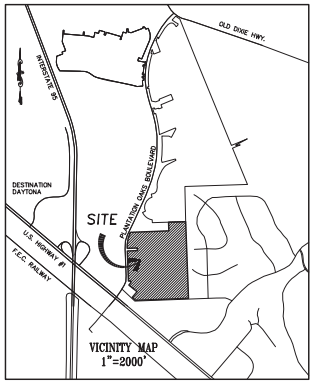
MAP BOOK:__ PAGE:__

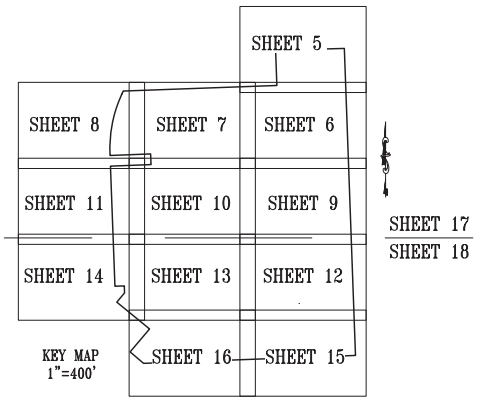
RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 23, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1804.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°49'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 149.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'10"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 426.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; SAID NON TANGENT CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 763.96 FEET, A CENTRAL ANGLE OF 18° 21'39" AND A CHORD BEARING OF N07°02'04"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 244.82 FEET TO THE POINT OF TANGENCY; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 874.48 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHEAST CORNER OF SAID LOT 3; THENCE S87°51'51"W ALONG THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO A BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY ; THENCE N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED ON MAP BOOK 59, PAGES 138–154; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE N88°19'26"E, 345.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S02°05'34"E, 361.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 25; THENCE S88°15'13"W, 345.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N02°06'23"W, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 25, BEING THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 24; THENCE S88°18'23"W, 345.1 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N02°07'12"W, 271.46 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.





INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3 & 4..... KEY SHEETS
SHEET 5 TO 16.... DETAIL SHEETS
SHEET 17 & 18.... TREE PRESERVATION DETAIL

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT RIDGEHAVEN LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "RIDGEHAVEN", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED.

RIDGEHAVEN AVENUE, PARKHAVEN DRIVE, BROOKHAVEN TRAIL, MILLHAVEN STREET, OAKHAVEN AVENUE, GREENHAVEN PLACE, FORESTHAVEN STREET, AND CLIFFHAVEN COURT ARE FOR THE USE OF THE PUBLIC AND ARE HEREBY DEDICATED TO THE CITY OF ORMOND BEACH.

TRACT K (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF.

TRACTS A, AND I, ARE HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, TREE PRESERVATION, AND UTILITIES.

TRACTS D, E, G, AND M, ARE HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC, FOR THE PURPOSE OF COMMON AREA, SIGNAGE, AND UTILITIES.

TRACT C, IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITIES.

TRACT F IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, AMENITIES, TREE PRESERVATION, DRAINAGE AND UTILITIES.

TRACT N IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PUPOSE OF COMMON AREA, DRAINAGE, AND UTILITIES.

TRACT B IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, PARK, TREE PRESERVATION, AND UTILITIES.

TRACT L IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, RECREATION, ACCESS, PARKING, TREE PRESERVATION, DRAINAGE AND UTILITIES.

TRACTS H AND J IS ARE HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, TREE PRESERVATION, DRAINAGE, AND UTILITIES.

IN WITNESS WHEREOF, RIDGEHAVEN, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____ 2022 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS _____ *RICHARD MAUGERI, MANAGER*
RIDGEHAVEN, LLC
WITNESS _____ *A FLORIDA LIMITED LIABILITY COMPANY*

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT THE FOREGOING WAS SIGNED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION ON THIS _____ DAY OF _____ 2022, BY RICHARD MAUGERI, AS MANAGER OF RIDGEHAVEN LLC, A FLORIDA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
TITLE / RANK:
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS." THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.081 OF THE FLORIDA STATUTES.

_____ SEAL
JEFF W. BARNES P.S.M. 5576
SLIGER & ASSOCIATES INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CERTIFICATE OF AUTHORIZATION LB 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FORGOING PLAT ENTITLED "TIGER OAKS, PHASE 1A" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL
_____, *DATE:* _____, *2022.*
CITY REGISTERED SURVEYOR

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2022, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2022, THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____, *MAYOR*

ATTEST: _____, *CITY CLERK*

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2022.

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

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2022, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

SHEET 1 OF 18

RIDGEHAVEN

MAP BOOK:__ PAGE:__

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EASTERLY LINE OF THE REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGE 250 THROUGH 253, AND THE EAST LINE OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BEARING S02°04'17"E.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED
AS FOLLOWS: 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. △ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED).

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR RIDGEHAVEN HOMEOWNERS' ASSOCIATION INC., RECORDED IN O.R. BOOK _____, PAGES _____ – _____, AND TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIDGEHAVEN RECORDED IN O.R. BOOK _____, PAGES _____ – _____, BOTH IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

7. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

9. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

10. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. [REPEAT]

11. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR _____, RESOLUTION NO. _____, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK _____, PAGE _____, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

12. ALL UTILITY, ACCESS, AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

13. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC.

14. PORTIONS OF TRACTS A, B, C, I, L, M, F AND O, AS SHOWN HEREON ARE HERBY SUBJECT TO TREE PRESERVATION EASEMENTS IN FAVOR OF THE CITY OF ORMOND BEACH, FLORIDA.

15. ALL PONDS, STORM EASEMENTS AND ASSOCIATED DRAINAGE FACILITIES ARE HERBY SUBJECT TO AN EMERGENCY ACCESS EASEMENT FOR THE PURPOSE OF EMERGENCY MAINTENANCE.

RIDGEHAVEN RPUD LOT REQUIREMENTS:

1. SINGLE FAMILY (50'x110' MIN)

MINIMUM LOT SIZE = 5,500 SF
TOTAL NUMBER OF 50'x110' MIN LOTS = 136
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....10'
SIDE.....5'
REAR.....20'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

2. SINGLE FAMILY (75'x120' MIN)

MINIMUM LOT SIZE = 9,000 SF
TOTAL NUMBER OF 75'x120' MIN LOTS = 66
MINIMUM FLOOR AREA = 1,500 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....7.5'
REAR.....20'
REAR (LOTS 233-254).....10'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....7.5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

3. DUPLEX (35'x110' MIN)

MINIMUM LOT SIZE = 3,850 SF
TOTAL NUMBER OF 35'x110' MIN LOTS = 84
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....5'/0' COMMON WALL)
REAR.....10'
WATERFRONT.....10'

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
□ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
△ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
| DENOTES PC / PT

LEGEND (LOT LABELS)
50 = DUPLEXES
(50) = SINGLE FAMILY
(A) = ESTATE FAMILY
▨ = TREE PRESERVATION AREA

NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS MB10, PG's 250-253 AND NORTH LINE OF SECTION 36

UNPLATTED (VACANT)
N88°20'29"E 585.53'

POB

EASTERLY LINE AS NOW MONUMENTED, TRACT W PLANTATION OAKS OF ORMOND BEACH, UNIT 1 MB 59 PG 138-154

N02°05'34"W 958.38'

SOUTH LINE, TRACT W PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
N87°55'16"E 1308.48'

TRACT K
LIFT STATION (DEDICATED TO THE CITY OF ORMOND BEACH)

TRACT C
COMMON AREA, ACCESS, PARKING, DRAINAGE
TREE PRESERVATION, & UTILITIES

BROOKHAVEN TRAIL
50.00' R/W

Δ=26°52'48"
R=1096.00'
L=514.18'
CB=S11°17'38"W
CH=509.48'

MONUMENTED EAST LINE, LOT 3, BLOCK 22 REVISED PLAT NATIONAL GARDENS

MONUMENTED NORTHERLY LINE, LOT 3, BLOCK 22 REVISED PLAT NATIONAL GARDENS
S87°51'51"W 345.14'

MONUMENTED SOUTHERLY LINE, LOT 3, BLOCK 22 REVISED PLAT NATIONAL GARDENS
N87°48'07"E 345.12'

S88°21'33"W 345.20'
LOT 1 EXCEPTION
PID: 313601240010
STEVE C. CROW

LESS AND EXCEPT NOT A PART OF THIS PLAT

LOT 2 EXCEPTION
PID: 313601240020
ALICE FAYE BARR

LOT 3 EXCEPTION
PID: 313601240030
DEWIE W THOMPSON

LOT 3 EXCEPTION
PID: 313601240030
ALICE FAYE BARR

S02°01'13"E 271.46'

CLIFFHAVEN COURT
50.00' R/W

OAKHAVEN AVENUE
50.00' R/W

TRACT J
COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES

N02°05'34"W 961.76'

S88°19'26"W 345.16'

S88°18'23"W 345.14'

LOT 3 & 4 EXCEPTION
PID: 313601250030
BILLY F ROBERTSON TRUST

LESS AND EXCEPT NOT A PART OF THIS PLAT

LOT 5 EXCEPTION
PID: 313601250050
ELIZABETH STEFFKE TRUST

LOT 6 EXCEPTION
PID: 313601250060
BARBARA A. STEADMAN

S88°15'13"W 345.07'

N02°05'34"W 381.11'

N02°05'34"W 271.15'

RIDGEHAVEN AVENUE
60.00' R/W

TRACT I
COMMON AREA, TREE PRESERVATION, & UTILITIES

TRACT C
COMMON AREA, ACCESS, PARKING, DRAINAGE
TREE PRESERVATION, & UTILITIES

TRACT C
COMMON AREA, ACCESS, PARKING, DRAINAGE
TREE PRESERVATION, & UTILITIES

PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154 (100.00' R/W)
EASTERLY RIGHT OF WAY LINE

N02°05'34"W 30.00'

N02°05'34"W 301.38'

GREENHAVEN PLACE
50.00' R/W

TRACT D
COMMON AREA, SIGNAGE & UTILITIES

TRACT N
COMMON AREA, DRAINAGE & UTILITIES

FORESTHAVEN STREET
60.00' R/W

TRACT E
COMMON AREA, SIGNAGE & UTILITIES

N02°05'34"W 274.87'

MATCHLINE SHEET 3
MATCHLINE SHEET 4

TRACT L
COMMON AREA, RECREATION ACCESS, PARKING, TREE PRESERVATION, DRAINAGE, & UTILITIES

MILLHAVEN STREET
50.00' R/W

BROOKHAVEN TRAIL
50.00' R/W

TRACT H
COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES

EASTERLY LINE, REVISED PLAT, NATIONAL GARDENS MB10, PG's 250-253 AND EAST LINE OF SECTION 36

S02°04'17"E 2615.20'

LOT 159
LOT 160
LOT 161 VILLAGE OF PINE RUN PLATTED MAP BOOK 35, PAGE'S 40-45
LOT 162
LOT 163
LOT 165
LOT 166
LOT 167
LOT 49
LOT 50 VILLAGE OF PINE RUN PLATTED MAP BOOK 35, PAGE'S 40-45

PREPARED BY:
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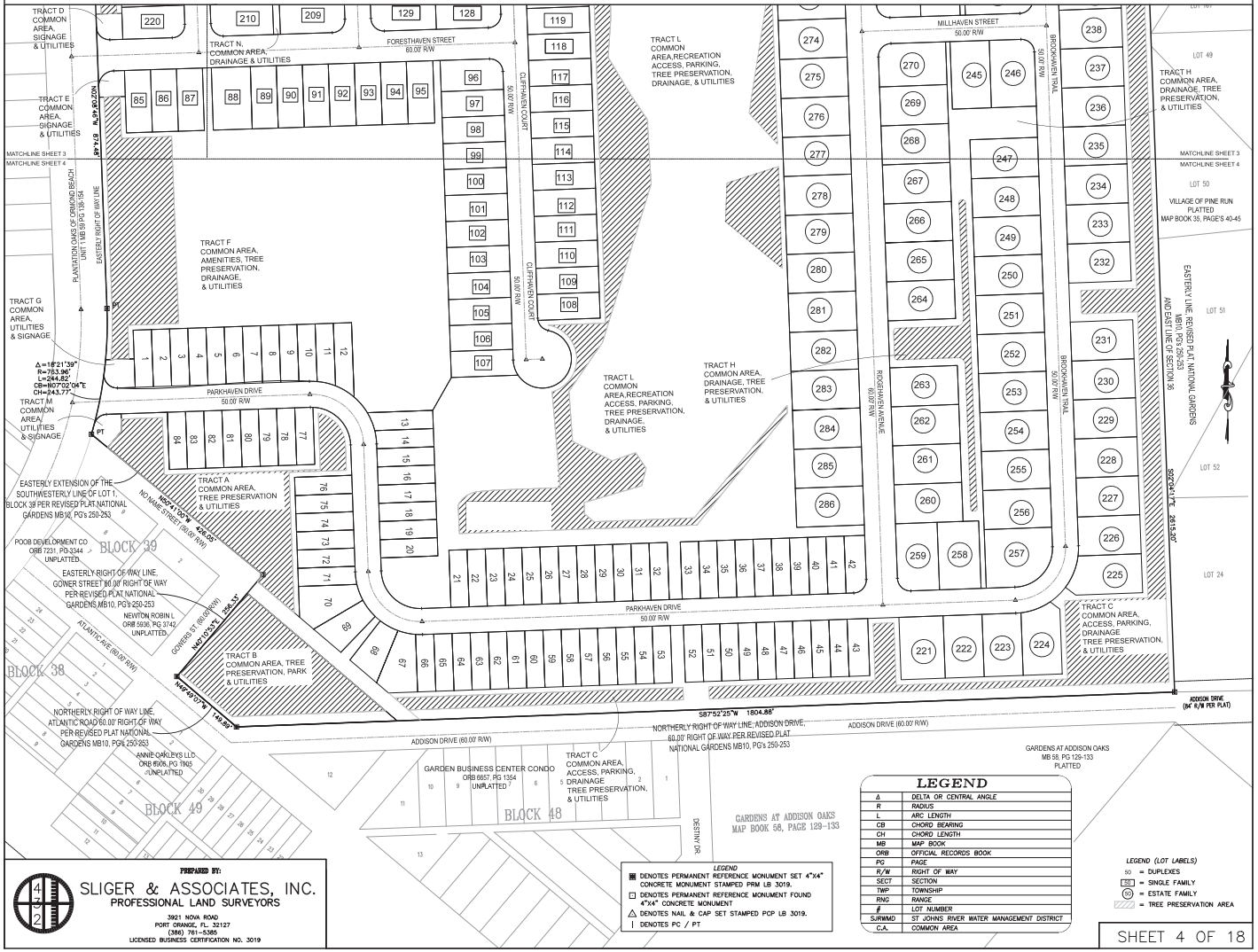
SHEET 3 OF 18

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft



LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- (85) = SINGLE FAMILY
- (90) = ESTATE FAMILY
- = TREE PRESERVATION AREA

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SHEET 4 OF 18

RIDGEHAVEN

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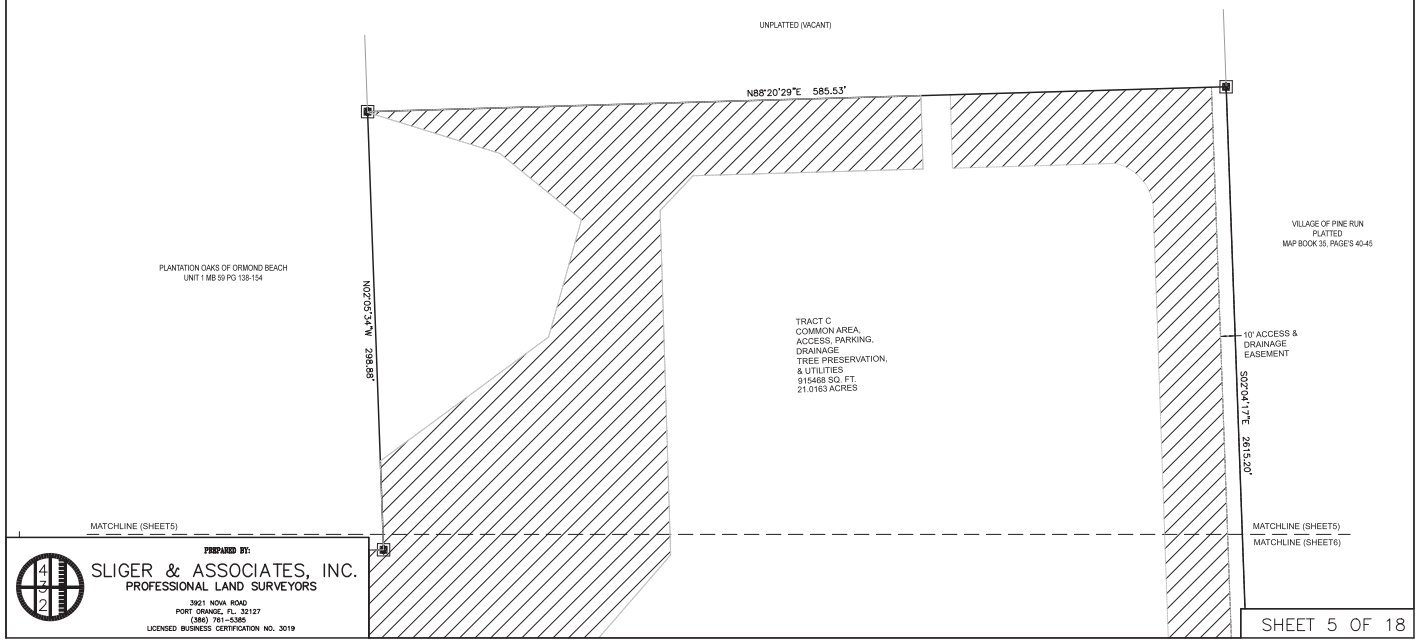
MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

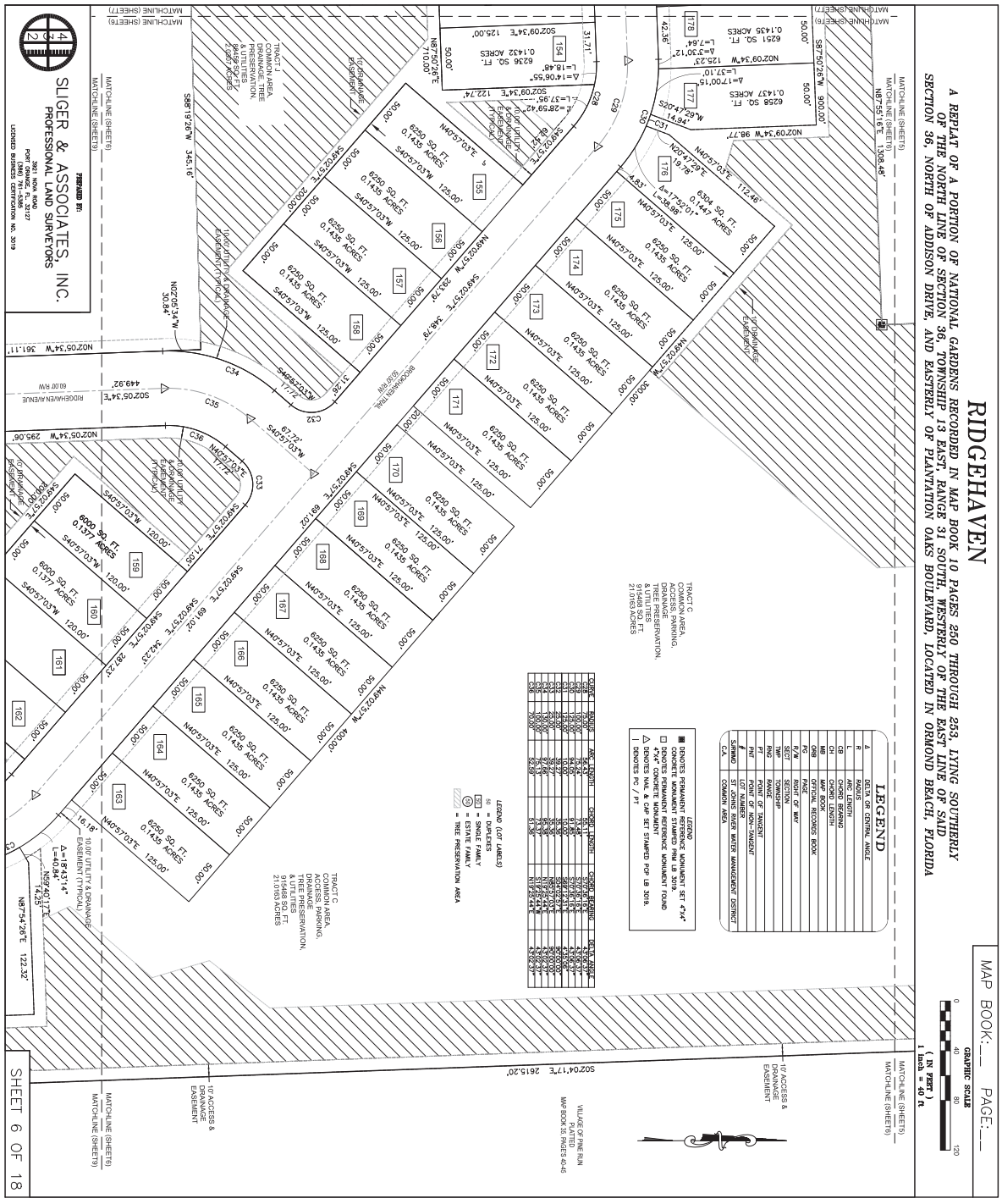
LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

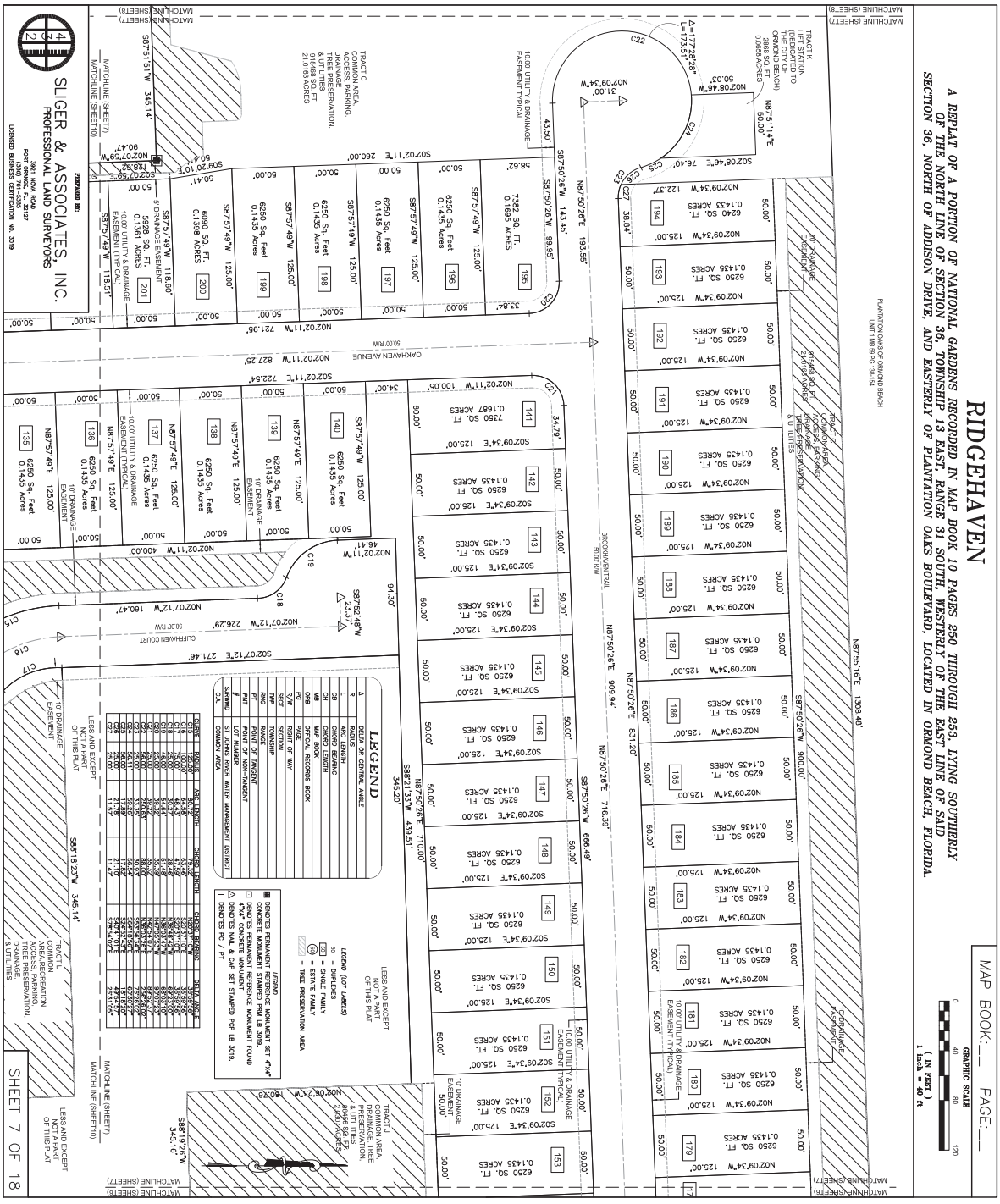
▨ = TREE PRESERVATION AREA



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SHEET 5 OF 18


RIDGEHAVEN
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MAP BOOK:___ PAGE:___
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LEGEND
LEGEND (LOT LABELS)
LEGEND
TRACT C
TRACT J
SHEET 6 OF 18


RIDGEHAVEN
A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.
MAP BOOK:__ PAGE:__
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
PREPARED BY:
LEGEND
LEGEND (LOT LABELS)
SF = SINGLE FAMILY
ET = ESTATE FAMILY
TRACT L
COMMON AREA, RECREATION AREA, RETENTION, PARKING, TREE PRESERVATION, DRAINAGE, & UTILITIES
TRACT K
LIFT STATION (DEDICATED TO THE CITY OF ORMOND BEACH)
TRACT C
COMMON AREA ACCESS, PARKING, DRAINAGE, RETENTION, & UTILITIES
TRACT A
COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES
PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 139-154
OAKHAVEN AVENUE
BROOKHAVEN TRAIL
CLIFFHAVEN COURT
SHEET 7 OF 18

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- 50 = SINGLE FAMILY
- (50) = ESTATE FAMILY
- = TREE PRESERVATION AREA

MATCHLINE (SHEET7)
MATCHLINE (SHEET9)

N87°55'16"E 1308.48'

50.00'

50.00'

N24°44'07"E 51.37'

10' UTILITY EASEMENT

Δ=26°52'48"
R=1146.00'
L=537.64'
CB=S 11°17'38" W
CH=532.72'

PLANTATION OAKS OF ORMOND BEACH UNIT I MB 59 PG 108-154

Δ=26°52'48"
R=1096.00'
L=514.18'
CB=S11°17'38"W
CH=509.48'

TRACT C
COMMON AREA,
ACCESS, PARKING,
DRAINAGE,
TREE PRESERVATION,
& UTILITIES
915468 SQ. FT.
21.0163 ACRES

N02°08'46"W 20.19'

S87°51'51"W 345.14'

MATCHLINE (SHEET7)
MATCHLINE (SHEET9)

MATCHLINE (SHEET8)
MATCHLINE (SHEET11)

MATCHLINE (SHEET8)
MATCHLINE (SHEET11)

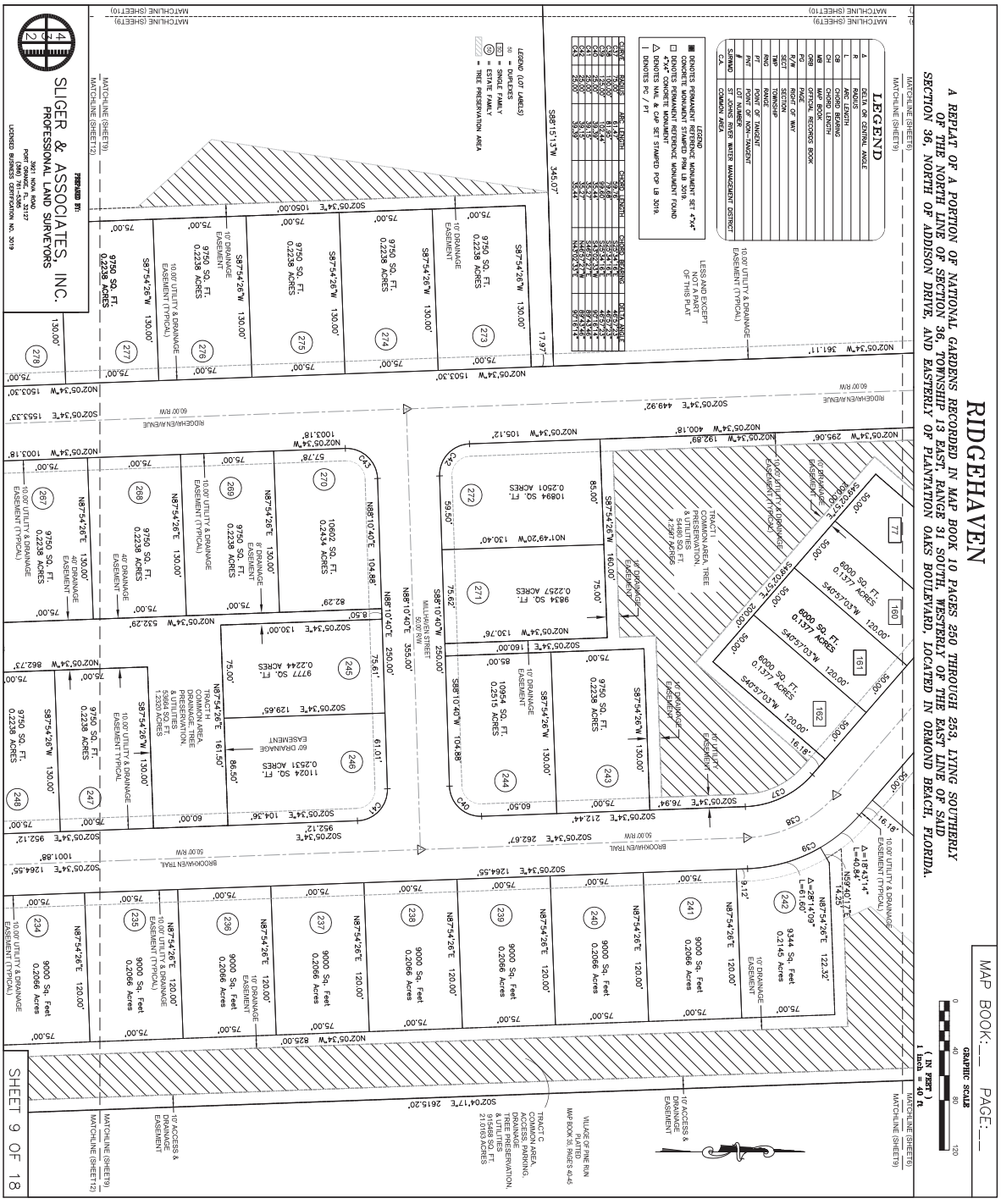
N02°08'46"W 985.52'

N87°48'07"E 345.12'

TRACT C
COMMON AREA

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 8 OF 18


RIDGEHAVEN
A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.
MAP BOOK:__ PAGE:__
LEGEND
DELTA OR CENTRAL ANGLE
RADIUS
ARC LENGTH
CHORD BEARING
CHORD LENGTH
MAP BOOK
OFFICIAL RECORDS BOOK
RIGHT OF WAY
SECTION
TOWNSHIP
RANGE
POINT OF TANGENT
POINT OF NON-TANGENT
LOT NUMBER
ST JOHNS RIVER WATER MANAGEMENT DISTRICT
COMMON AREA
LEGEND (LOT LABELS)
= DUPLEXES
= SINGLE FAMILY
= ESTATE FAMILY
= TREE PRESERVATION AREA
DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PRM LB 3019
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"x4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED POP LB 3019.
DENOTES PC / PT
LESS AND EXCEPT
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NO. 3019
SHEET 9 OF 18
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft
MATCHLINE (SHEET9)
MATCHLINE (SHEET10)
MATCHLINE (SHEET12)
MATCHLINE (SHEET6)
S88°15'13"W 345.07'
N02°05'34"W 361.11'
N02°05'34"W 1503.30'
S02°05'34"E 449.92'
N02°05'34"W 400.18'
N02°05'34"W 192.89'
N02°05'34"W 295.06'
N02°05'34"W 105.12'
S87°54'26"W 160.00'
N01°49'20"W 130.40'
S88°10'40"W 104.88'
N88°10'40"E 355.00'
S88°10'40"W 250.00'
N88°10'40"E 104.88'
N02°05'34"W 1003.18'
N02°05'34"W 532.29'
S02°05'34"E 1264.55'
S02°05'34"E 262.67'
S02°05'34"E 212.44'
S02°05'34"E 76.94'
S02°05'34"E 952.12'
S02°05'34"E 104.36'
S02°04'17"E 2615.20'
N02°05'34"W 825.00'
N59°40'17"E 14.25'
Δ=18°43'14" L=40.84'
Δ=28°14'09" L=61.60'
N87°54'26"E 122.32'
S40°57'03"W 120.00'
N87°54'26"E 130.00'
S87°54'26"W 130.00'
N87°54'26"E 120.00'
S87°54'26"W 120.00'
10' UTILITY & DRAINAGE EASEMENT (TYPICAL)
10' DRAINAGE EASEMENT
40' DRAINAGE EASEMENT
8' DRAINAGE EASEMENT
60' DRAINAGE EASEMENT
RIDGEHAVEN AVENUE 60.00' R/W
BROOKHAVEN TRAIL 50.00' R/W
MILLHAVEN STREET 50.00' R/W
TRACT I COMMON AREA, TREE PRESERVATION & UTILITIES 54480 SQ. FT. 1.2507 ACRES
TRACT H COMMON AREA, DRAINAGE, TREE PRESERVATION & UTILITIES 53884 SQ. FT. 1.2330 ACRES
TRACT C COMMON AREA, ACCESS, PARKING, DRAINAGE,RESERVATION, TREE & UTILITIES 915488 SQ. FT. 21.0163 ACRES
VILLAGE OF PINE RUN MAP BOOK 39, PAGES 40-45
16' ACCESS & DRAINAGE EASEMENT
10' ACCESS & DRAINAGE EASEMENT
9750 SQ. FT. 0.2238 ACRES
9000 Sq. Feet 0.2066 Acres
9344 Sq. Feet 0.2145 Acres
6000 SQ. FT. 0.1377 ACRES
10892 SQ. FT. 0.2501 ACRES
9834 SQ. FT. 0.2257 ACRES
10602 SQ. FT. 0.2434 ACRES
10954 SQ. FT. 0.2515 ACRES
9777 SQ. FT. 0.2244 ACRES
11024 SQ. FT. 0.2531 ACRES
9000 Sq. Feet 0.2066 Acres


RIDGEHAVEN
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MAP BOOK:__ PAGE:__
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
PREPARED BY:
LEGEND
SHEET 10 OF 18

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD LOCATED, IN ORMOND BEACH, FLORIDA.

MAP BOOK:__ PAGE:__

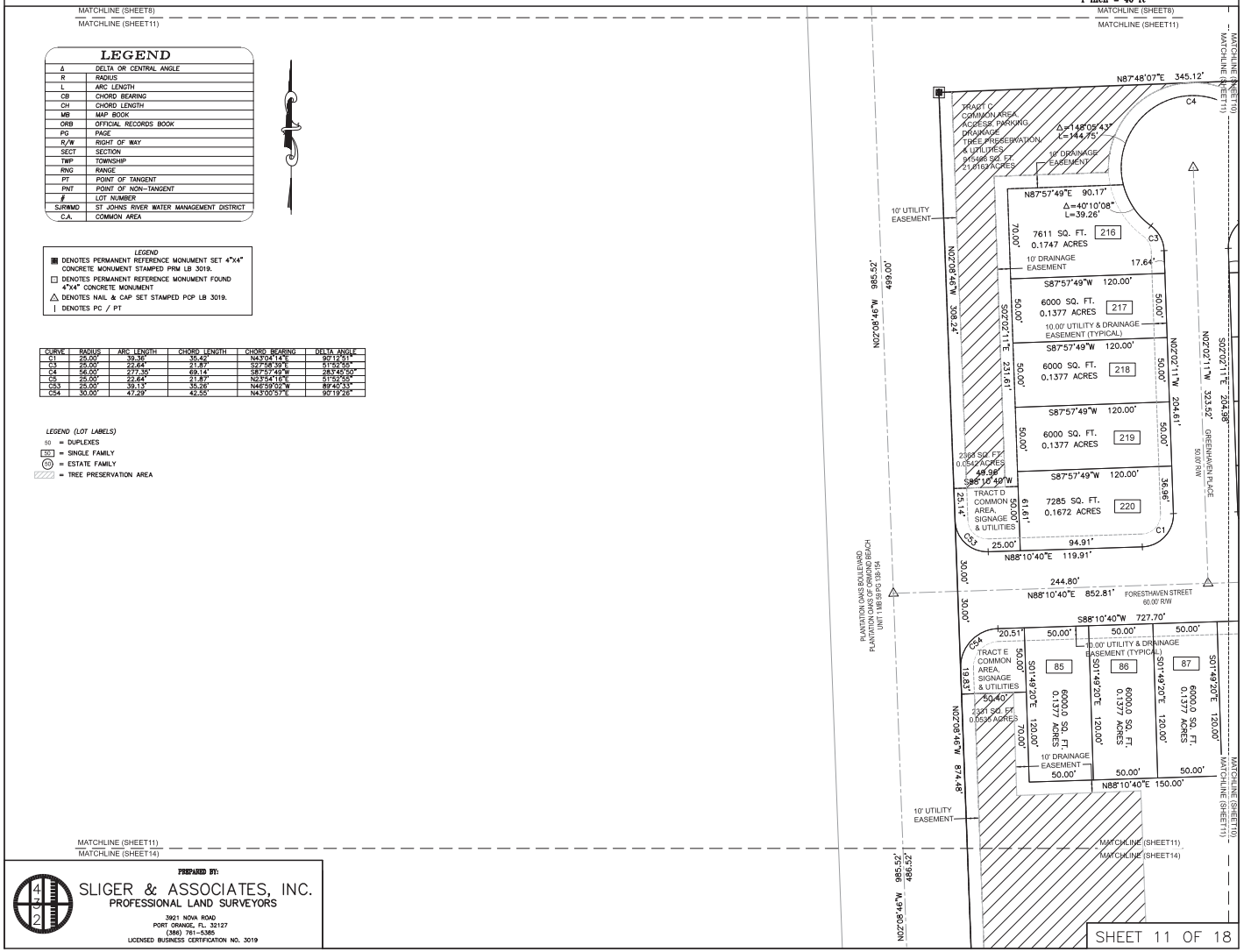
GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

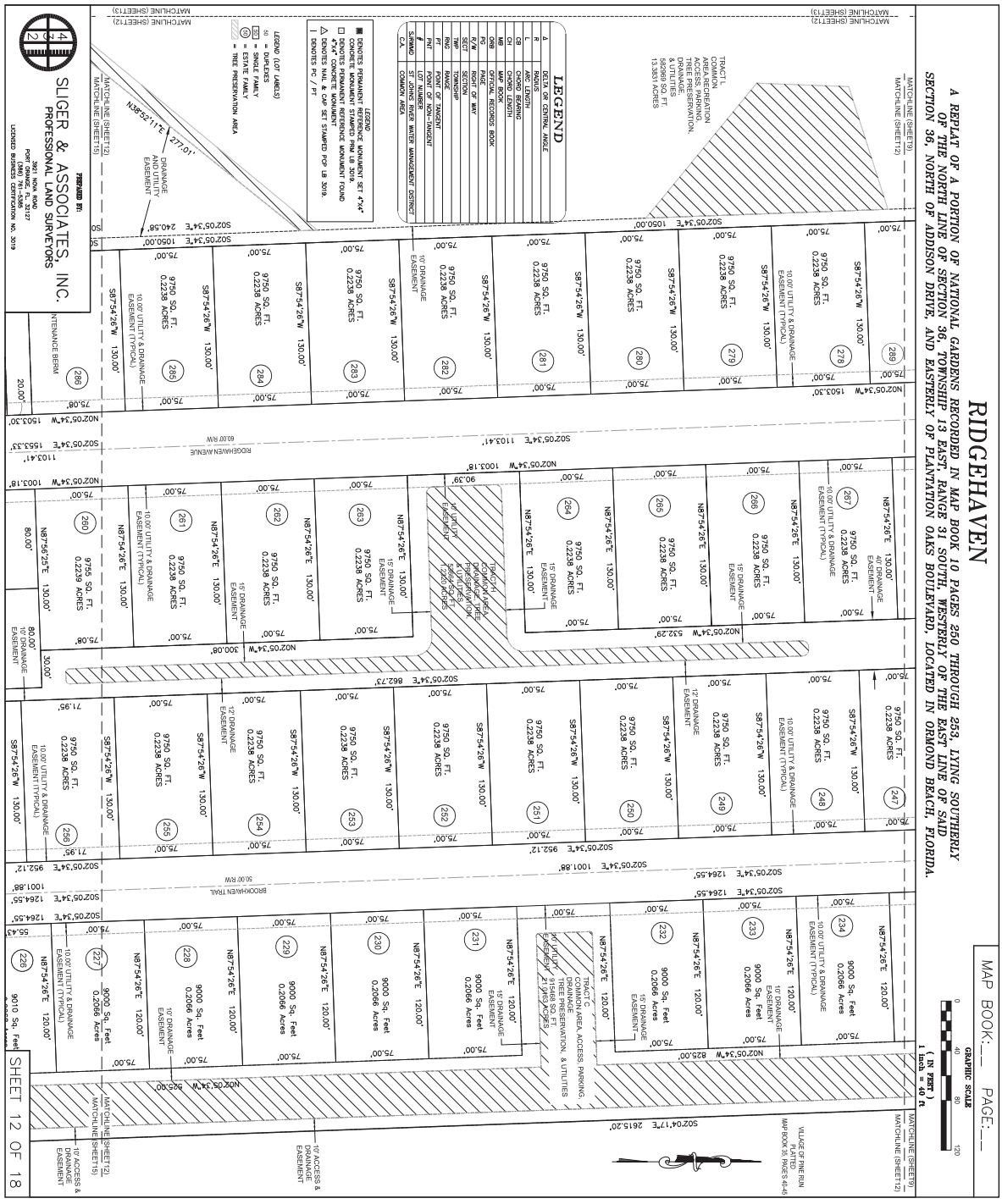
LEGEND
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- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.36'	35.42'	N43°04'14"E	90°13'51"
C3	25.00'	22.64'	21.87'	S27°58'39"E	51°52'55"
C4	56.00'	277.35'	69.14'	S87°57'49"W	283°45'50"
C5	25.00'	22.64'	21.87'	N23°54'16"E	51°52'55"
C53	25.00'	39.13'	35.26'	N46°59'02"W	89°40'33"
C54	30.00'	47.29'	42.55'	N43°00'57"E	90°19'26"

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- 50 = SINGLE FAMILY
- 50 = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA



PREPARED BY:
SLIGER & ASSOCIATES, INC.
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(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

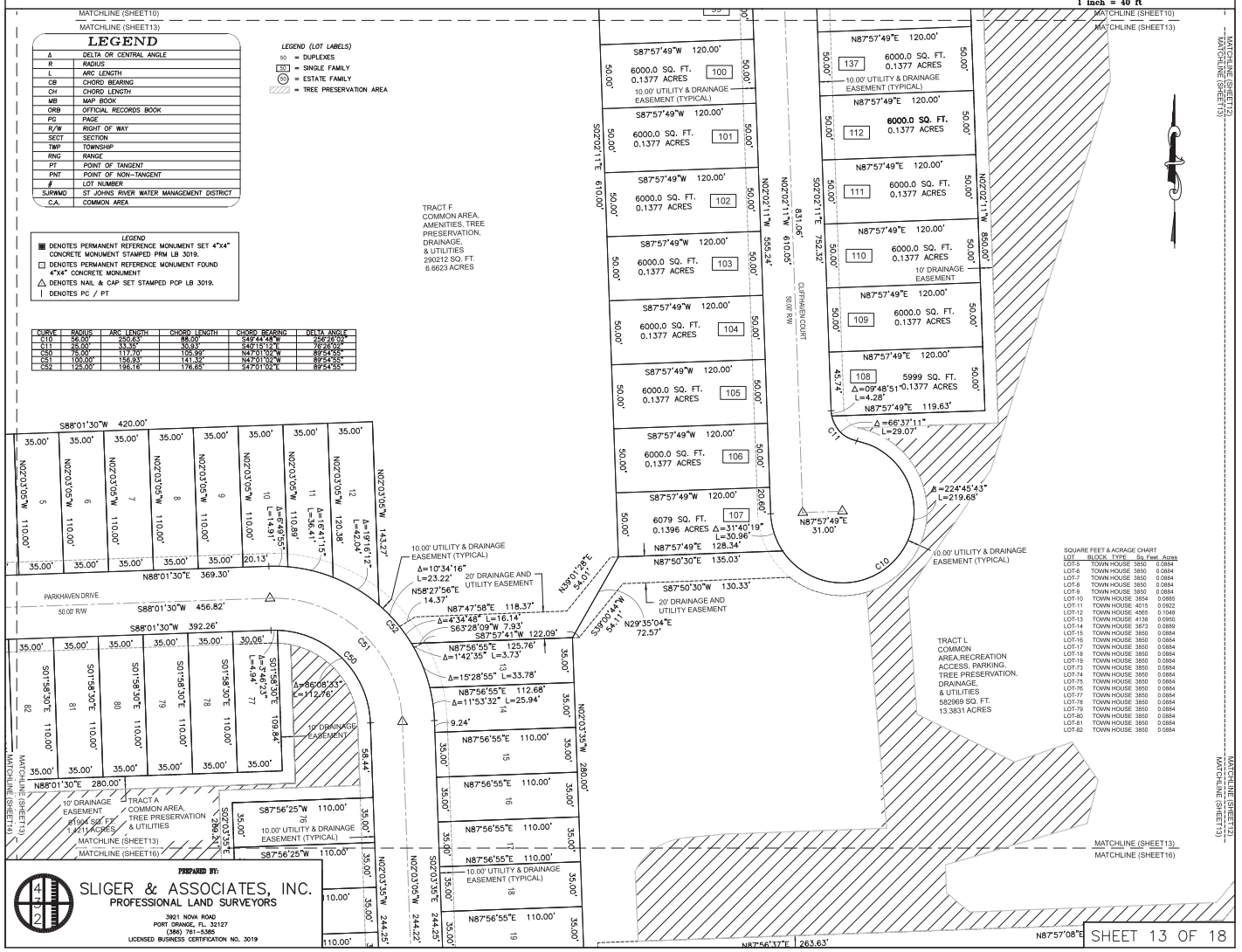

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MAP BOOK:__ PAGE:__
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft
LEGEND
LEGEND (LOT LABELS)
= DUPLEXES
= SINGLE FAMILY
= ESTATE FAMILY
= TREE PRESERVATION AREA
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
SHEET 12 OF 18

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA

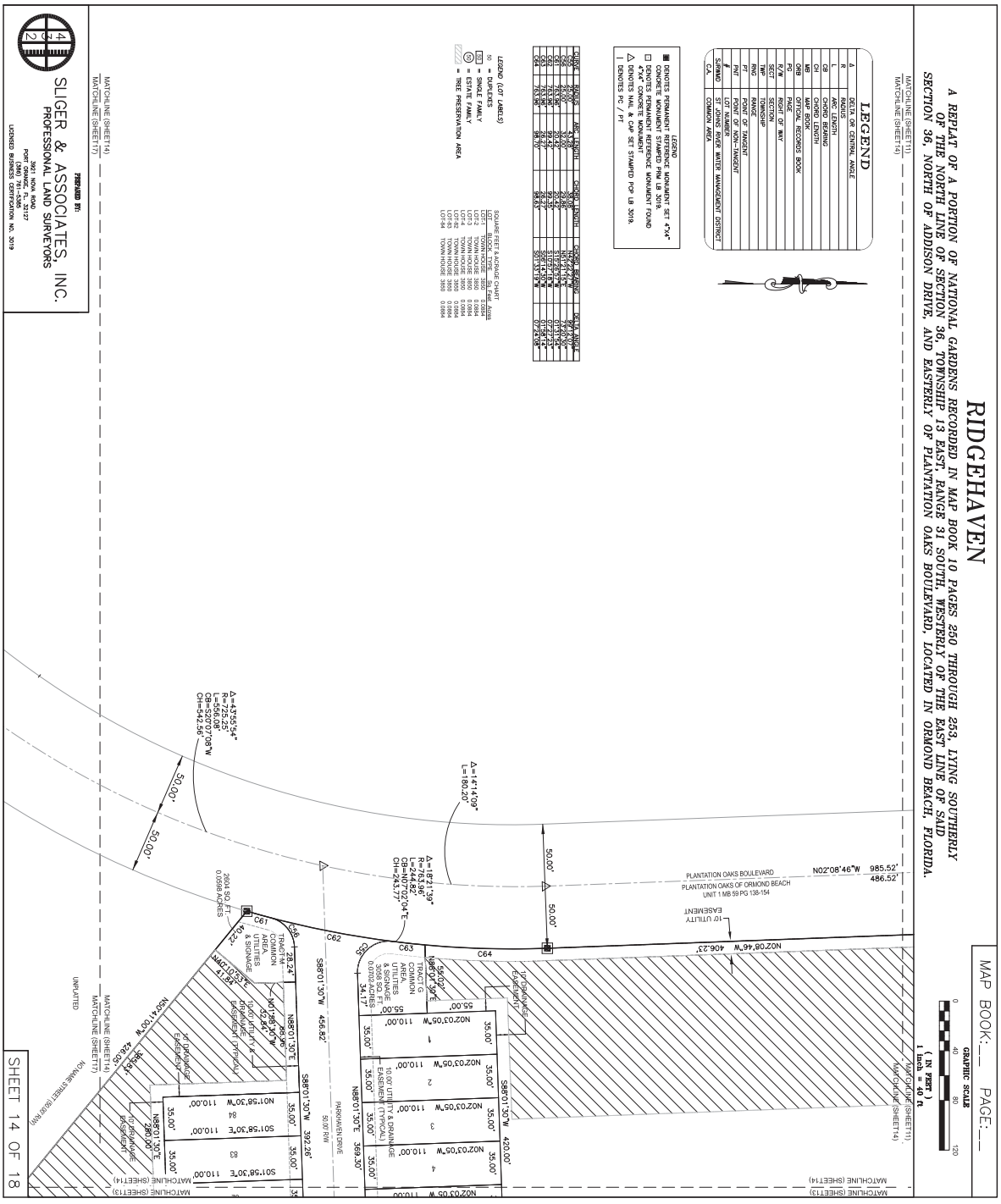
MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 13 OF 18

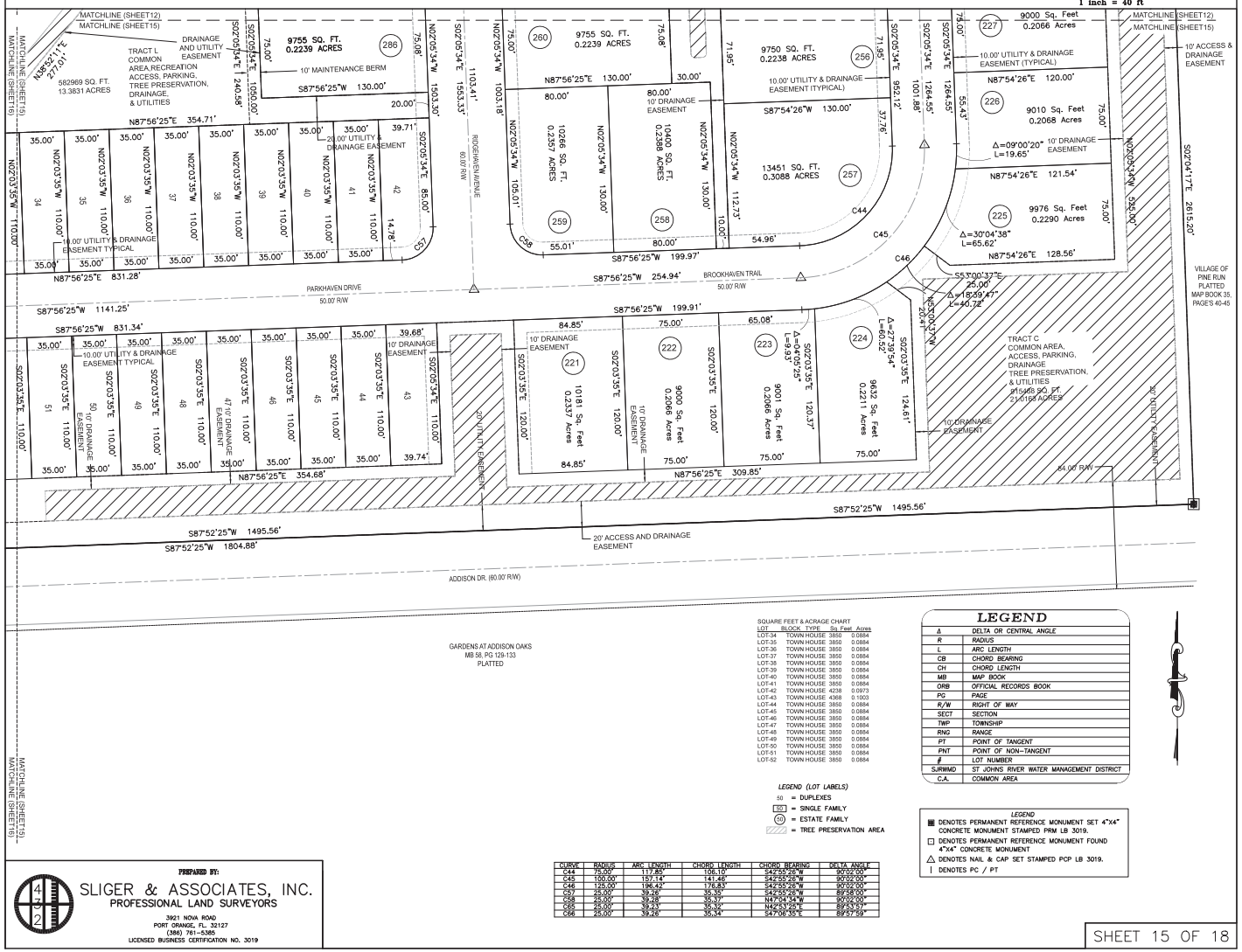

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MAP BOOK:__ PAGE:__
LEGEND
Δ DELTA OR CENTRAL ANGLE
R RADIUS
L ARC LENGTH
CB CHORD BEARING
CH CHORD LENGTH
MB MAP BOOK
ORB OFFICIAL RECORDS BOOK
PG PAGE
R/W RIGHT OF WAY
SECT SECTION
TWP TOWNSHIP
RNG RANGE
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF NON-TANGENT
LOT NUMBER
SJRWMD ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A. COMMON AREA
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT CONTROL POINT FOUND 4"x4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED POP LB 3019.
DENOTES PC / PT
LEGEND (LOT LABELS)
DUPLEXES
SINGLE FAMILY
ESTATE FAMILY
TREE PRESERVATION AREA
SQUARE FEET & ACREAGE CHART
PLANTATION OAKS BOULEVARD
PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 135-154
N02°08'46"W 985.52'
486.52'
50.00'
10' UTILITY EASEMENT
Δ=14°14'09"
L=180.20'
Δ=18°21'39"
R=783.96'
L=251.26'
CB=N07°02'04"E
CH=243.77'
Δ=43°55'56"
R=725.25'
L=556.08'
CB=S20°07'08"W
CH=542.56'
2604 SQ. FT.
0.0598 ACRES
TRACT G
COMMON AREA
UTILITIES & SIDEWALK
6,936 SQ. FT.
0.0702 ACRES
10' DRAINAGE EASEMENT
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
PARKVIEW DRIVE
50.00' R/W
N88°01'30"E 392.26'
S88°01'30"W 456.82'
S88°01'30"W 420.00'
N88°01'30"E 369.30'
N88°01'30"E 280.00'
S01°58'30"E 110.00'
N01°58'30"W 110.00'
N02°03'05"W 110.00'
MATCHLINE (SHEET11)
MATCHLINE (SHEET14)
MATCHLINE (SHEET13)
MATCHLINE (SHEET17)
UNPLATTED
NO NAME STREET (ROAD R/W)
GRAPHIC SCALE
1 inch = 40 ft
(IN FEET)
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
PREPARED BY:
3901 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 756-0495
LICENSED BUSINESS CERTIFICATION NO. 3019
SHEET 14 OF 18

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



SQUARE FEET & ACRAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT-34		TOWN HOUSE	3850	0.0884
LOT-35		TOWN HOUSE	3850	0.0884
LOT-36		TOWN HOUSE	3850	0.0884
LOT-37		TOWN HOUSE	3850	0.0884
LOT-38		TOWN HOUSE	3850	0.0884
LOT-39		TOWN HOUSE	3850	0.0884
LOT-40		TOWN HOUSE	3850	0.0884
LOT-41		TOWN HOUSE	3850	0.0884
LOT-42		TOWN HOUSE	4238	0.0973
LOT-43		TOWN HOUSE	4368	0.1003
LOT-44		TOWN HOUSE	3850	0.0884
LOT-45		TOWN HOUSE	3850	0.0884
LOT-46		TOWN HOUSE	3850	0.0884
LOT-47		TOWN HOUSE	3850	0.0884
LOT-48		TOWN HOUSE	3850	0.0884
LOT-49		TOWN HOUSE	3850	0.0884
LOT-50		TOWN HOUSE	3850	0.0884
LOT-51		TOWN HOUSE	3850	0.0884
LOT-52		TOWN HOUSE	3850	0.0884

LEGEND (LOT LABELS)
50 = DUPLEXES
[50] = SINGLE FAMILY
(50) = ESTATE FAMILY
▨ = TREE PRESERVATION AREA

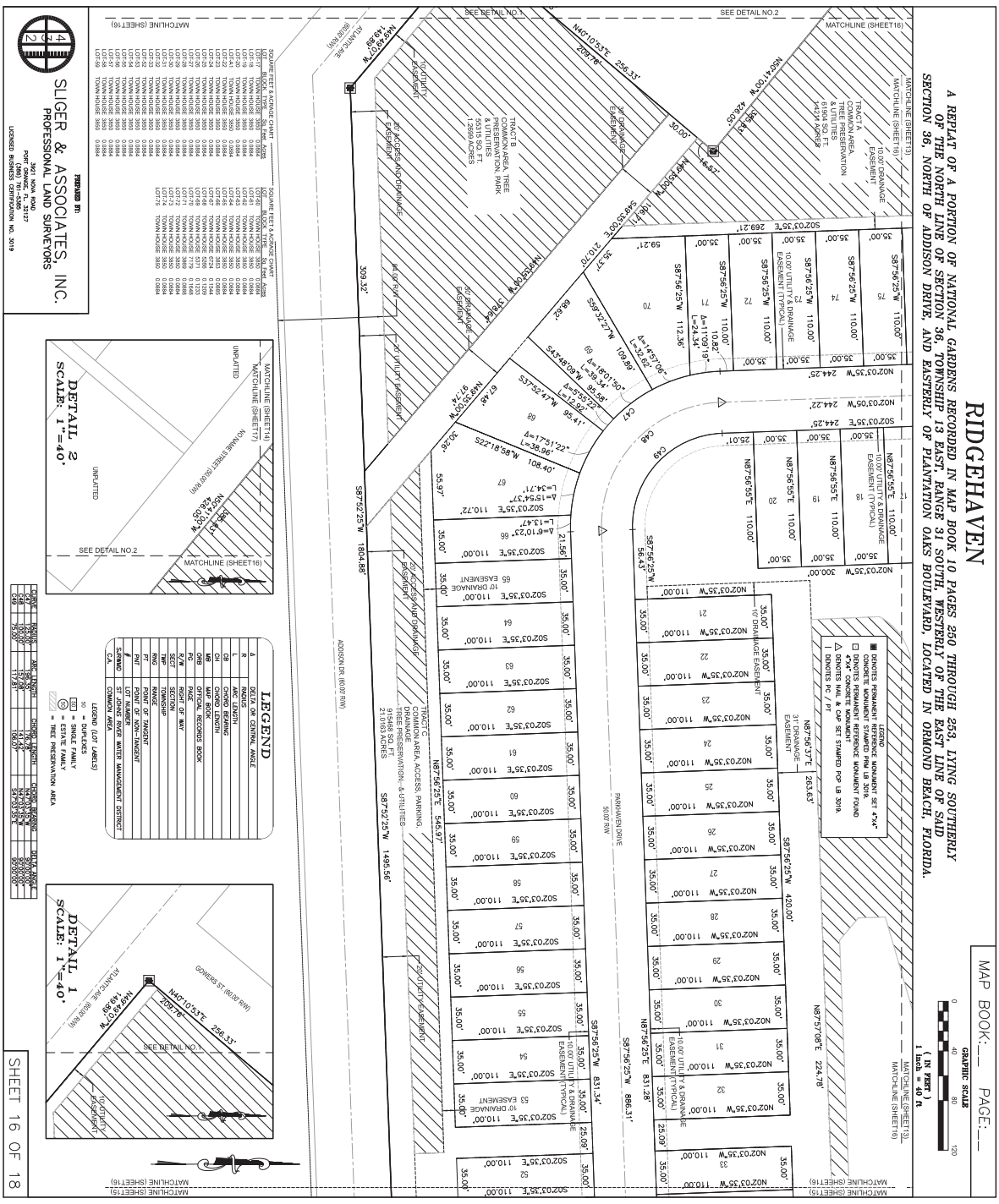
LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
□ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
△ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
| DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C44	75.00'	117.85'	106.10'	S42°56'26"W	90°02'00"
C45	100.00'	157.14'	141.46'	S42°55'26"W	90°02'00"
C46	125.00'	196.42'	176.83'	S42°55'26"W	90°02'00"
C57	25.00'	39.28'	35.35'	S42°55'26"W	89°58'00"
C58	50.00'	39.28'	38.27'	N47°04'34"W	45°00'00"
C65	25.00'	39.27'	35.35'	N42°53'25"E	89°59'51"
C66	25.00'	39.28'	35.34'	S47°06'35"E	89°57'59"

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019


RIDGEHAVEN
A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.
MAP BOOK:___ PAGE:___
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LEGEND
DETAIL 1
SCALE: 1"=40'
DETAIL 2
SCALE: 1"=40'
SHEET 16 OF 18

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

MAP BOOK:__ PAGE:__

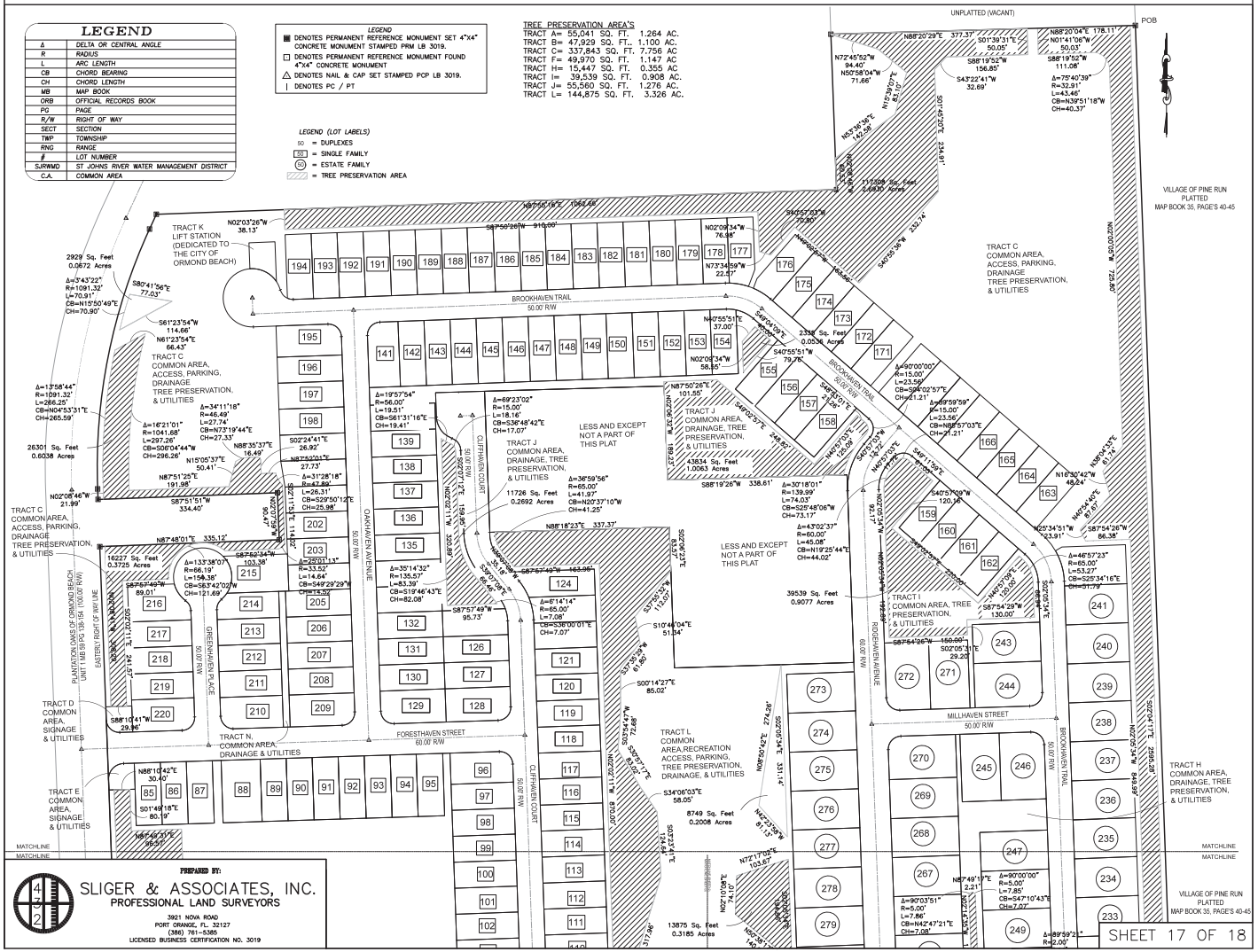
GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
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SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
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- | DENOTES PC / PT

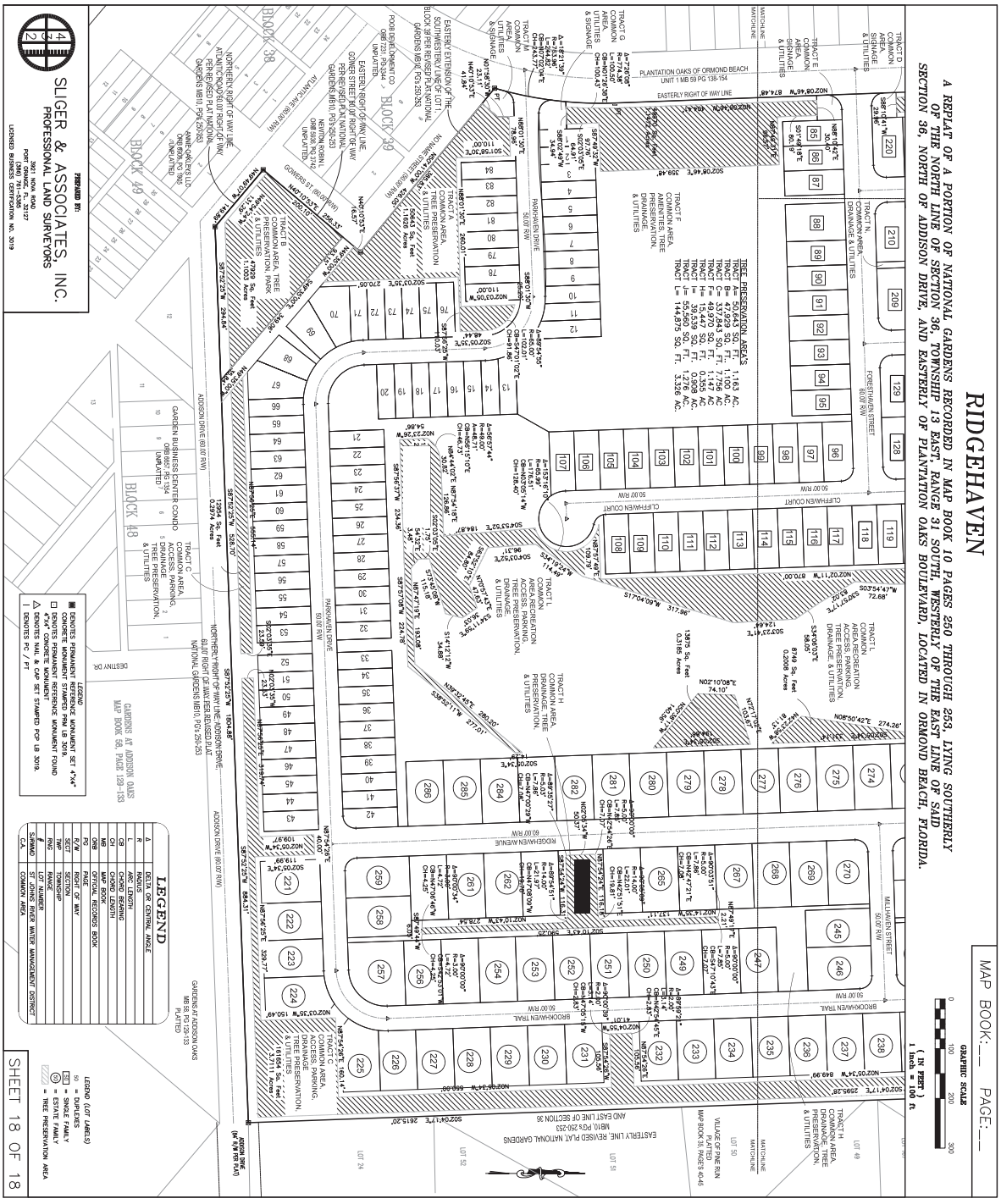
LEGEND (LOT LABELS)
- 50 = DUPLEXES
- (50) = SINGLE FAMILY
- (E) = ESTATE FAMILY
- = TREE PRESERVATION AREA

TREE PRESERVATION AREA'S
TRACT A= 55,041 SQ. FT. 1.264 AC.
TRACT B= 47,929 SQ. FT.. 1.100 AC.
TRACT C= 337,843 SQ. FT. 7.756 AC
TRACT F= 49,970 SQ. FT. 1.147 AC
TRACT H= 15,447 SQ. FT. 0.355 AC
TRACT I= 39,539 SQ. FT. 0.908 AC.
TRACT J= 55,560 SQ. FT. 1.276 AC.
TRACT L= 144,875 SQ. FT. 3.326 AC.



PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 17 OF 18


RIDGEHAVEN
A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.
MAP BOOK:___ PAGE:___
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
PREPARED BY:
LEGEND
DELTA OR CENTRAL ANGLE
RADIUS
ARC LENGTH
CHORD BEARING
CHORD LENGTH
OFFICIAL RECORDS BOOK
PAGE
RIGHT OF WAY
SQUARE FEET
TOWNSHIP
RANGE
LOT NUMBER
NORTHEAST WATER MANAGEMENT DISTRICT
COMMON AREA
LEGEND (LOT LABELS)
= DUPLEXES
= SINGLE FAMILY
= ESTATE FAMILY
= TREE PRESERVATION AREA
SHEET 18 OF 18

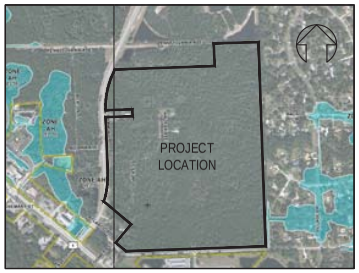
RidgeHaven

PRELIMINARY PLAT & CONSTRUCTION PLANS

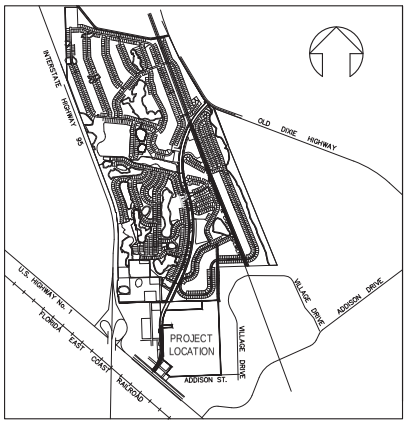
ORMOND BEACH, FLORIDA

GENERAL NOTES

1.) ALL WATER MAINS TO BE P.V.C. DR-18, C-900.
2.) ALL SANITARY SEWER MAINS SHOWN ARE PVC SDR 26 @ 0.40% FOR 8", 0.30% FOR 10" UNLESS OTHERWISE NOTED.
SANITARY SERVICES ARE 4" SDR 26 @ MINIMUM 2.0% RESIDENTIAL CONNECTION.
SANITARY FORCE MAIN TO BE PVC, DR-18, C-900.
3.) CABLE T.V., TELEPHONE AND ELECTRIC SERVICES TO BE UNDERGROUND.
4.) CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND TO REPORT ANY DISCREPANCIES TO DESIGN ENGINEER.
5.) WATER AND SEWER IMPROVEMENTS TO MEET CITY OF ORMOND BEACH STANDARDS.
6.) DOWNLIGHTS (STREET LIGHTS) TO BE FP&L STANDARD & CONTEMPORARY LIGHTS TO BE FP&L STANDARD LED, (CONTEMPORARY LIGHT) AND BLACK FIBERGLASS POLES, STREET LIGHTS AND POLES TO BE PROVIDED BY FPL.
7.) ELEVATIONS REFER TO MEAN SEA LEVEL NAVD 1988 DATUM.
8.) MINIMUM FINISH FLOOR GRADE PER CITY OF ORMOND BEACH REQUIREMENTS.
9.) SHOP DRAWINGS FOR POTABLE WATER AND SEWER TO BE SUBMITTED TO AND APPROVED BY CITY OF ORMOND BEACH AND DESIGN ENGINEER PRIOR TO CONSTRUCTION.
10.) POTABLE WATER SERVICE TO BE SUPPLIED BY CITY OF ORMOND BEACH.
11.) SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
12.) ALL DISTURBED AREAS TO BE SEEDED AND MULCHED.
13.) WHERE SANITARY FORCE MAINS CROSS POTABLE WATER LINES, THE FORCE MAIN IS TO BE CONSTRUCTED OF PVC SDR-18 FOR 20 FEET CENTERED ON THE POTABLE WATER MAIN.
14.) OFFSITE UTILITIES WILL BE CONSTRUCTED UNDER THE APPROPRIATE PHASE AND MUST BE COMPLETE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY. PROJECT TO BE BUILT IN ONE PHASE.
15.) PRIOR TO CERTIFICATE OF OCCUPANCY ALL OFFSITE EASEMENTS (IF REQUIRED) NEED TO BE RECORDED AND REFERENCED BY PLAT OR O.R. BOOK AND PAGE AND RECORDED UNDER SEPARATE INSTRUMENT.
16.) ONSITE SEWER AND POTABLE WATER INFRASTRUCTURE TO BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH.
OFFSITE SYSTEM WILL BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH (UNLESS OTHERWISE NOTED).
17.) ALL STOP SIGNS, SPEED LIMIT AND STREET SIGNS REQUIRED TO BE PROVIDED BY DEVELOPER TO CITY OF ORMOND BEACH SPECIFICATIONS. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM 0.080 GAUGE 5052-H38 ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 3"x 12" ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR ALL SIGNS SMALLER THAN 36" x 48". ALL WARNING SIGNS SHALL BE 30" X 30", ALL STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 5" HIGH UPPER & LOWER CASE WHITE LETTERS ON A GREEN BACKGROUND WITH A MIN. 30" LENGTH. PROVIDE 24" WIDE WHITE THERMOPLASTIC STOP BARS ADJACENT TO ALL LOCAL STREET 30" STOP SIGNS, WHERE 12" WIDE WHITE CROSSWALK STRIPING IS PROVIDED, THE STOP BAR AND 30" STOP SIGN MUST BE 4' IN ADVANCE OF THE CROSSWALK IN ACCORDANCE WITH FDOT STANDARD INDEX #17346. IN ALL LOCATIONS, THE 30" STOP SIGN AND 24" WIDE WHITE STOP BARS SHOULD BE LOCATED 10' IN ADVANCE OF THE EDGE OF THE TRAVELED WAY AT THE STREET INTERSECTION. SEE DETAIL SHEETS FOR PROPOSED ORNAMENTAL POLES.
18.) ALL MAINTENANCE OF ALL COMMON AREAS, LAKES, AMENITY AREAS, LANDSCAPE AND IRRIGATION TO BE THE SOLE RESPONSIBILITY OF RidgeHaven H.O.A. INC.
19.) OUTDOOR CONSTRUCTION ACTIVITY SHALL ONLY OCCUR FROM 7 AM TO 7 PM MONDAY THROUGH SATURDAY.
20.) EXCEPT WITHIN THE EXISTING FPL EASEMENT, ALL UTILITIES ARE TO BE INSTALLED UNDERGROUND, INCLUDING THE SERVICE DROPS TO INDIVIDUAL BUILDINGS OUTSIDE OF ALL REQUIRED LANDSCAPE BUFFERS, WETLANDS AND WETLAND BUFFER AREAS.
21.) DRIVING AND/OR STAGING OF CONSTRUCTION VEHICLES IS NOT PERMITTED ON ANY SIDEWALKS IN THE RIGHT-OF-WAY. ANY DAMAGE TO SIDEWALKS WILL BE REPAIRED AND/OR REPLACED IN THE LIKE KIND BY THE CONTRACTOR.



FLOOD MAP
F.I.R.M. #12127C0184K, SEPTEMBER 29, 2017
F.I.R.M. #12127C0203K, SEPTEMBER 29, 2017
FLOOD ZONE X



LOCATION MAP



Map Unit Symbol	Map Unit Name	Percent of AOI
6	Basinger fine sand, frequently ponded, 0 to 1 percent slopes	1.6%
13	Cassia fine sand, 0 to 2 percent slopes	41.0%
17	Daytona sand, 0 to 5 percent slopes	4.7%
32	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	40.8%
51	Pomona-St. Johns complex	11.9%
Totals for Area of Interest		100.0%

SOILS MAP

RIDGEHAVEN RPUD LOT REQUIREMENTS:

1. SINGLE FAMILY (50'x110' MIN)

MINIMUM LOT SIZE = 5,500 SF
TOTAL NUMBER OF 50'x110' MIN LOTS = 136
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....10'
SIDE.....5'
REAR.....20'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

2. SINGLE FAMILY (75'x120' MIN)

MINIMUM LOT SIZE = 9,000 SF
TOTAL NUMBER OF 75'x120' MIN LOTS = 66
MINIMUM FLOOR AREA = 1,500 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....7.5'
REAR.....20'
REAR (LOTS 233-254).....10'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....7.5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

3. DUPLEX (35'x110' MIN)

MINIMUM LOT SIZE = 3,850 SF
TOTAL NUMBER OF 35'x110' MIN LOTS = 84
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....0'(0' COMMON WALL)
REAR.....10'
WATERFRONT.....10'

POOL PAVILION PARKING:
PAVILION.....748 SF
POOL.....3,750 SF
DOG PARK.....2,400 SF

PARKING PROVIDED:
STANDARD.....21
HANDICAPPED.....2
TOTAL.....23

TREE PRESERVATION AREA CALCULATION:

TREE PRESERVATION AREA REQUIRED = 15%
103.45 AC X 0.15 = 15.52 AC
TREE PRESERVATION AREA PROVIDED:
INCLUDING WETLANDS AND UPLAND BUFFERS = 17.153 AC + 8.370 AC = 25.523 AC = 24.672%

NATURAL OPEN SPACE CALCULATION:

NATURAL OPEN SPACE REQUIRED = 20%
ADJUSTED SITE AREA = SITE AREA - WETLAND AREA (TO REMAIN),
103.45 AC - 6.49 AC = 96.96 AC
REQUIRED OPEN SPACE = 96.96 AC X 0.20 = 19.39 AC
NATURAL OPEN SPACE PROVIDED = 19.76 AC = 20.38%

LEGAL DESCRIPTION

RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 23, 24, 27, 28, 29, 30, 31, 32, 33 AND 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 8, 9, 22, 34, 35 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 200 THROUGH 203, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S01°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 2615.82 FEET TO THE NORTHWEST RIGHT OF WAY LINE OF ADDISON DRIVE, 80.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°53'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1934.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N01°04'17"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1.00 FEET TO THE SOUTHERLY EXTENSION OF THE EASTERLY RIGHT OF WAY LINE OF LOT 1, BLOCK 23, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N01°04'17"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 439.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY PLANTATION DRIVE, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 79°28'19", AN ARC LENGTH OF 1040.39 FEET, A CHORD BEARING OF N37°20'07"E AND A CHORD DISTANCE OF 958.77 FEET TO THE POINT OF TANGENCY; THENCE N77°36'16"E ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 244.82 FEET TO THE POINT OF TANGENCY; THENCE N03°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 1.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 1, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°44'10"E ALONG THE NORTHERLY LINE OF SAID LOT 1, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS, AND ALONG THE NORTHERLY LINE OF SAID BLOCK 23, AS NOW MONUMENTED, THENCE N03°03'34"W ALONG SAID MONUMENTED EASTERLY LINE, 1934.88 FEET TO THE NORTHWESTERLY CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 35; THENCE N89°26'26"E ALONG SAID NORTHERLY LINE, 1951.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 5, 6, 7, AND 8, BLOCK 23, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24, THENCE RUN N89°41'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 23; THENCE N89°19'26"E, 345.14 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 23, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 23; THENCE S89°19'26"E, 345.14 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 23, BEING THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 23; THENCE N00°23'27"E, 271.73 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 23, BEING THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 23; THENCE S89°19'23"E, 345.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE N00°23'27"E, 271.46 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.

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SHEET NO.	DESCRIPTION
1	COVER SHEET
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7-10A	HORIZONTAL CONTROL PLAN
11-14A	CIVIL PLAN
15-18	UTILITY PLAN
19-28	PLAN & PROFILE
29-33A	PAVING AND DRAINAGE DETAILS
34-35	WATER DISTRIBUTION SYSTEM DETAILS
36-37	SANITARY COLLECTION SYSTEM DETAILS
38-39	REUSE WATER SYSTEM DETAILS
40-41	LIFT STATION DETAILS
42	AMENITY CENTER - SITE PLAN
43	AMENITY CENTER - CIVIL PLAN
44	AMENITY CENTER - UTILITY PLAN
L8.0-L8.7	AMENITY & ENTRANCE LANDSCAPE PLAN
L8.8-L8.9	AMENITY & ENTRANCE LANDSCAPE DETAILS
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L-1	SPECIMEN TREE REPLACEMENT/STREET TREE PLANTING PLAN
L-2	LANDSCAPE INFORMATION SHEET
IRR.3	IRRIGATION DETAILS
I-1	LAKE WATER IRRIGATION PUMP AND FOUNTAIN DETAILS
T-1	TREE PRESERVATION AND COMMON AREA EXHIBIT

PARKER MYNCHENBERG
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CERTIFICATE OF AUTHORIZATION NO. 00003910

PROJECT NAME

RidgeHaven

PROJECT DESCRIPTION

SUBDIVISION OF 103.45 ACRES INTO 84 DUPLEX LOTS, AND 202 SINGLE FAMILY LOTS

DEVELOPER

RidgeHaven, LLC
123 MAGNOLIA AVENUE
DAYTONA BEACH, FL 32114
RICK MAUGERI, MANAGER

SUBDIVISION DESIGNER ENGINEER & LANDSCAPE ARCHITECT

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EMAIL: jbarnes@sligerassociates.com

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LASSITER TRANSPORTATION GROUP
R. SANS LASSITER, PRESIDENT
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(386) 257-2571 FAX (386) 257-6996
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ENVIRONMENTAL CONSULTANT

BILL GRIFFY
ECOLOGICAL CONSULTING SOLUTIONS, INC.
410 NORTH STREET, #130
LONGWOOD, FL 32750
(407) 869-9434
BGriffy@ecsfl.cc

LAND USE TABULATION

TOTAL SITE AREA = 4,506,282 SF = 103.45 ACRES
TOTAL L.F. OF PUBLIC ROADS = 10,988 L.F.

DENSITY INCLUDING WETLANDS = 286 LOTS / 103.45 AC = 2.76 DU/AC
DENSITY MINUS WETLANDS = 103.45 - 8.493 = 94.957 AC
286 LOTS / 94.957 AC = 3.01 DU/AC

DEDICATION RIGHT OF WAY.....13.142 AC
LOT AREA.....41.407 AC
TRACT A (COMMON AREA, TREE PRESERVATION, AND UTILITY).....1.479 AC
TRACT B (COMMON AREA, PARK, TREE PRESERVATION, AND UTILITY).....1.270 AC
TRACT C (COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITY).....21.079 AC
TRACT D (COMMON AREA, SIGNAGE, AND UTILITY).....0.054 AC
TRACT E (COMMON AREA, SIGNAGE, AND UTILITY).....0.054 AC
TRACT F (COMMON AREA, AMENITIES, TREE PRESERVATION, DRAINAGE, AND UTILITY).....6.731 AC
TRACT G (COMMON AREA, SIGNAGE, AND UTILITY).....0.070 AC
TRACT H (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....1.232 AC
TRACT I (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....1.251 AC
TRACT J (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....2.031 AC
TRACT K (LIFT STATION).....0.066 AC
TRACT L (COMMON AREA, RECREATION, ACCESS, TREE PRESERVATION, DRAINAGE, UTILITY).....13.446 AC
TRACT M (COMMON AREA, SIGNAGE, AND UTILITY).....0.060 AC
TRACT N (COMMON AREA, DRAINAGE, AND UTILITY).....0.078 AC
TOTAL AREA.....103.45 AC

TOTAL NUMBER OF LOTS = 286 LOTS / 94.957 AC = 3.01 DU/AC

TOTAL WETLAND AREA = 7.987 AC

WETLAND IMPACTS:
1.....0.065 AC
2.....0.453 AC
3.....0.977 AC
TOTAL.....1.495 AC

TOTAL WETLAND TO REMAIN = 6.49 AC

TOTAL UPLAND BUFFER TO REMAIN = 1.880 AC
TOTAL REMAINING WETLANDS AND UPLAND BUFFERS = 8.37 AC
TOTAL IMPERVIOUS AREA = 1,340,433 SF = 30.772 AC = 29.75%
TOTAL PERVIOUS AREA = 3,165,849 SF = 72.678 AC = 70.25%

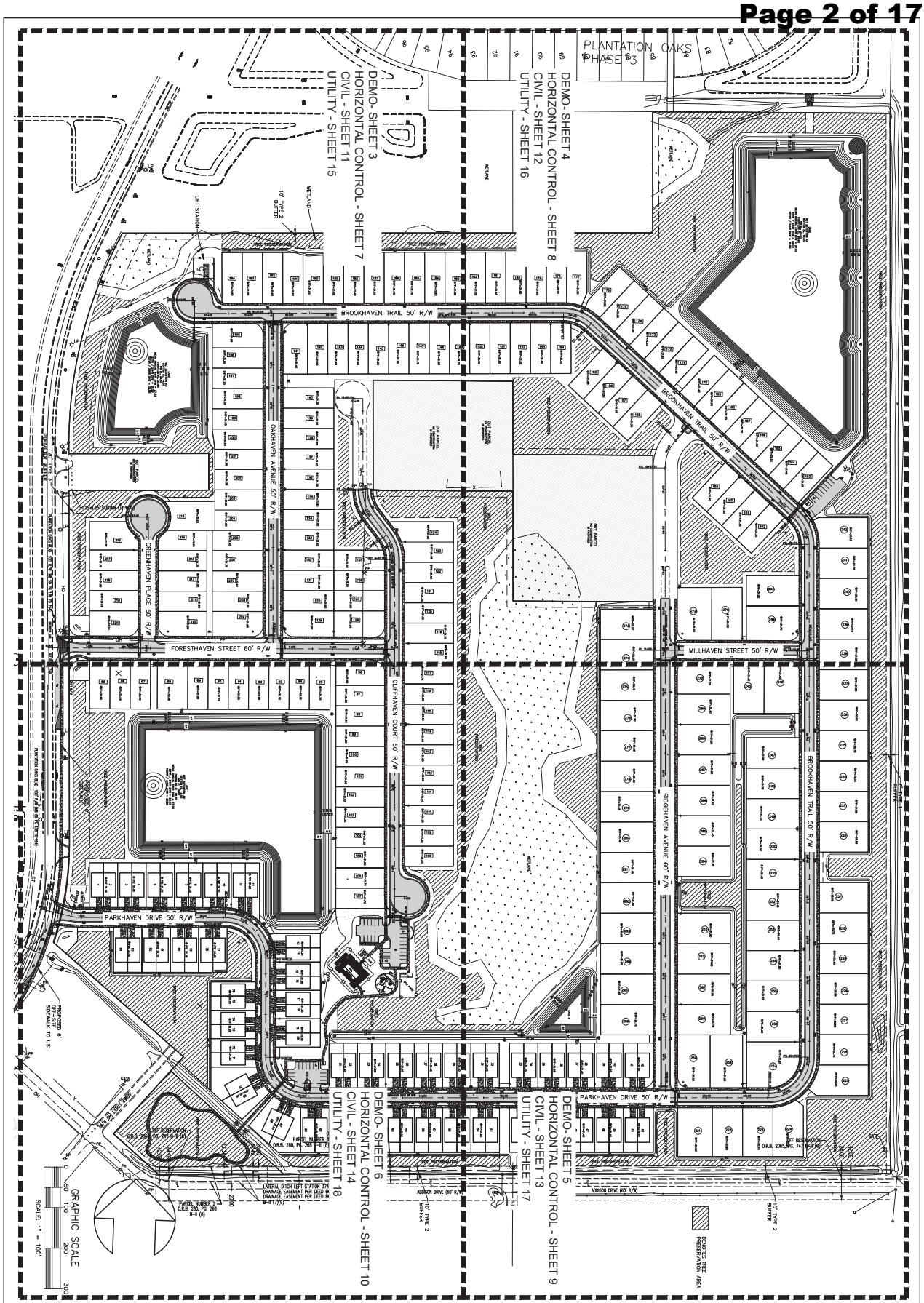
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4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-28-22	REVISED	MRB

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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

RidgeHaven
ORMOND BEACH * FLORIDA
COVER SHEET

1
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: NONE
Job No: 21-70



RidgeHaven
ORMOND BEACH * FLORIDA

OVERALL PLAN / KEY MAP

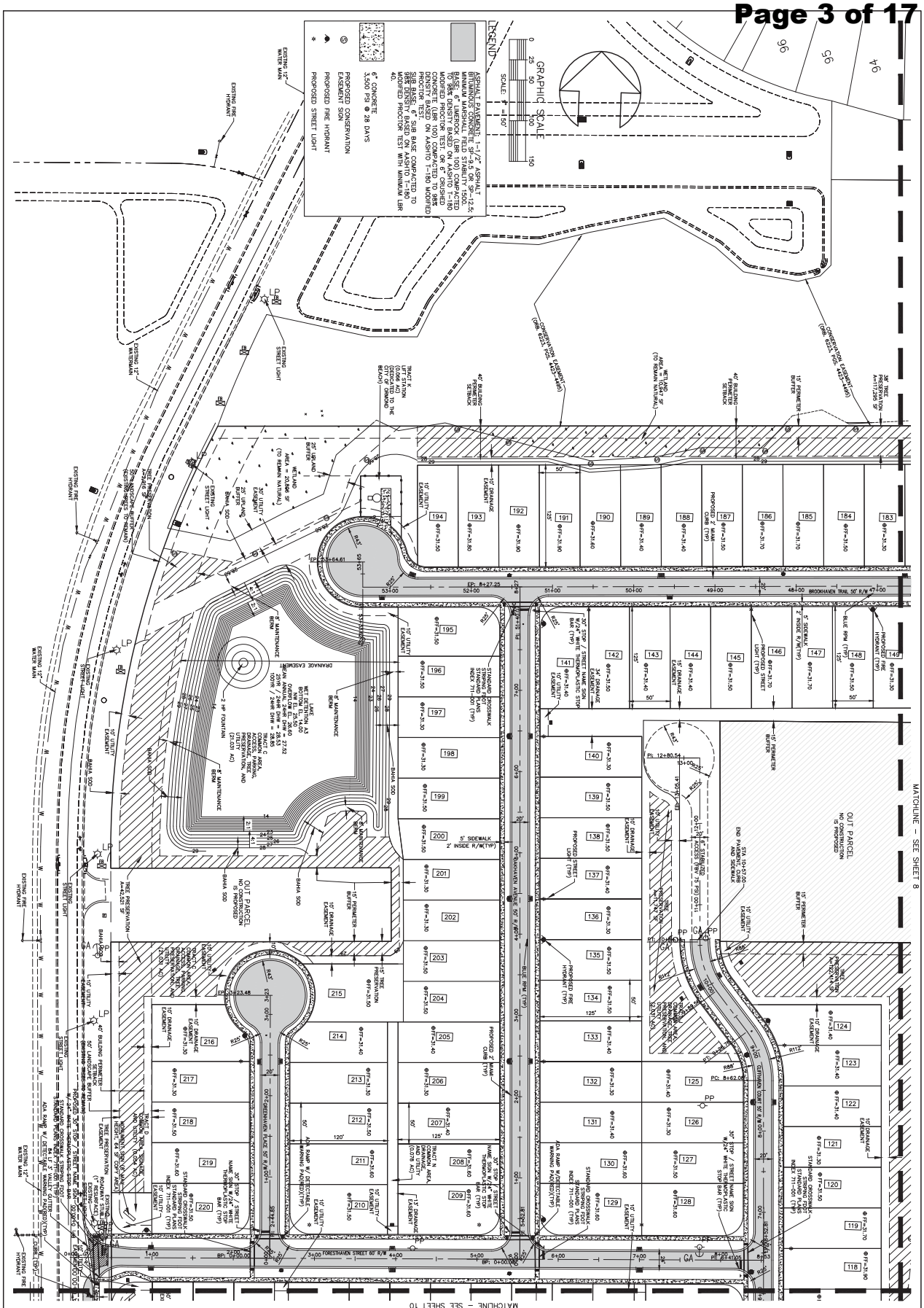
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Drawn By: MRB
SHEET NO. 2

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2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

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RidgeHaven
ORMOND BEACH * FLORIDA

HORIZONTAL CONTROL PLAN

SHEET NO. 7

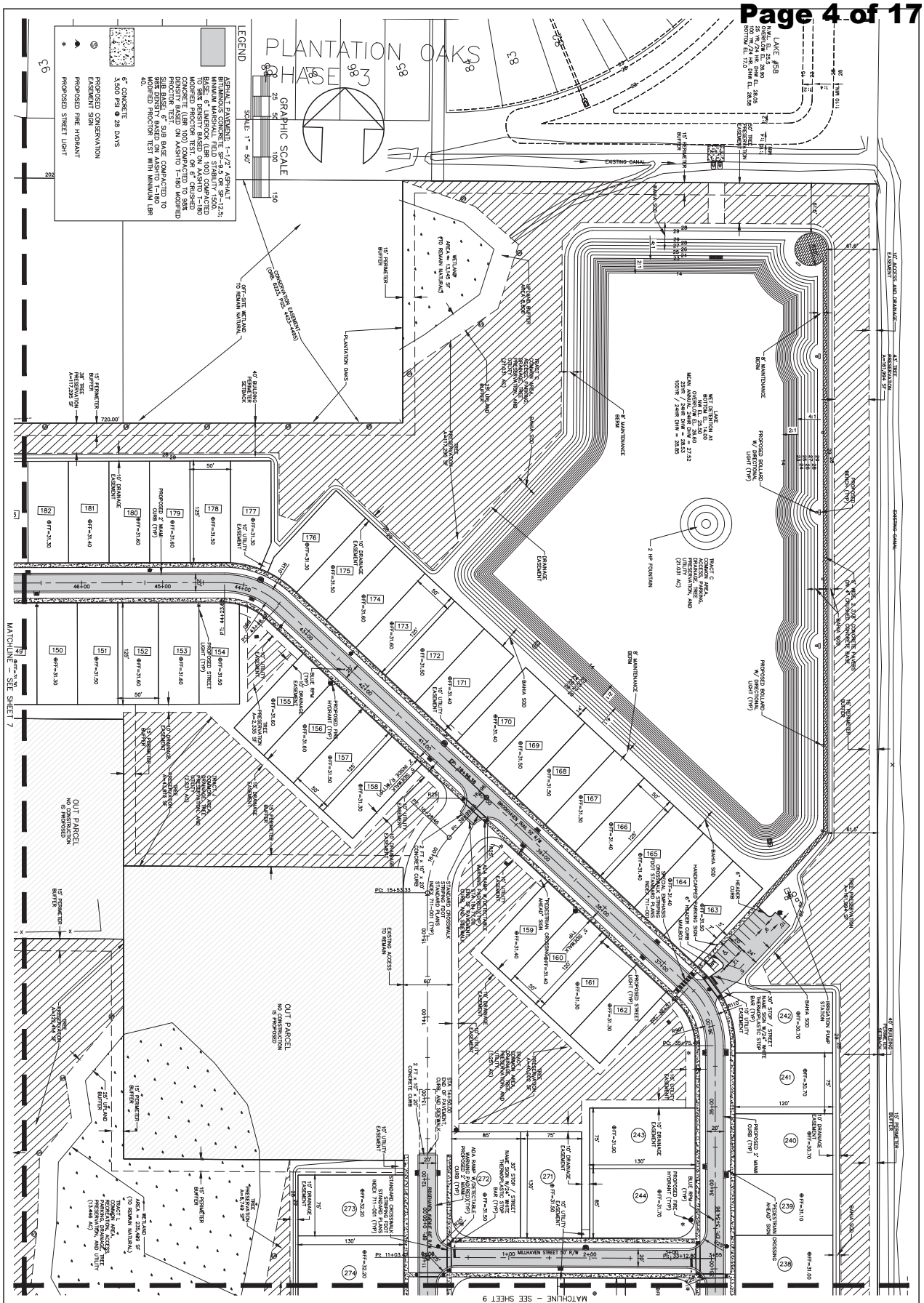
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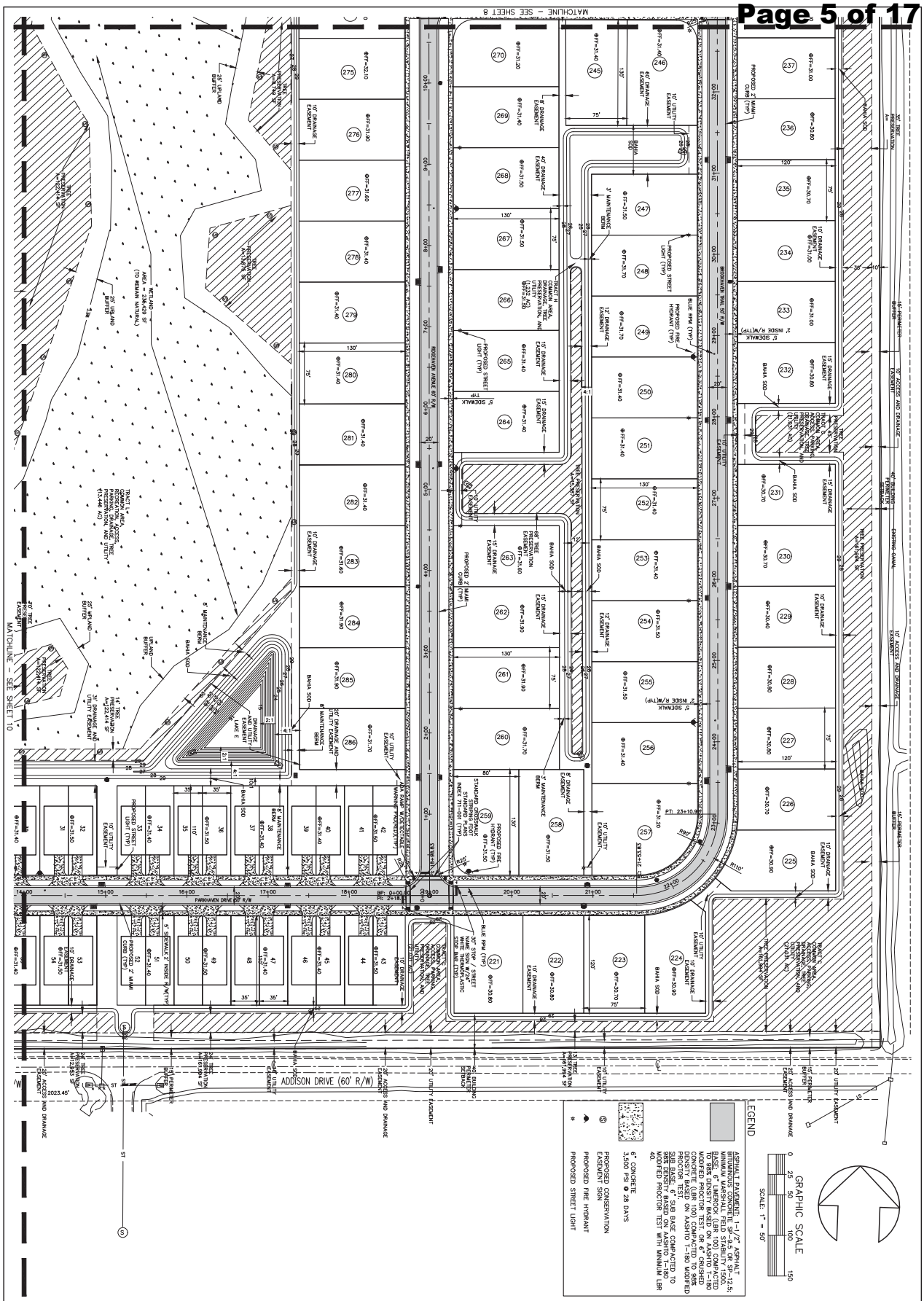
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2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

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PLANTATION OAKS PHASE 3
LEGEND
ASPHALT PAVEMENT: 1-1/2" ASPHALT BITUMINOUS CONCRETE S-9.5 OR SP-12.5; MINIMUM MATERIAL QUALITY ASSOCIATED TO 98# DENSITY BASED ON AASHTO T-180 BASE: 6" LIMEROCK (LBR 100) COMPACTED TO 98# DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST
STABILIZED SUBGRADE: 12" (LBR 40) COMPACTED TO 98# DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST
SUB GRADE: 12" (LBR 40) COMPACTED TO 98# DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.
6" CONCRETE 3,500 PSI @ 28 DAYS
PROPOSED CONSERVATION EASEMENT SIGN
PROPOSED FIRE HYDRANT
PROPOSED STREET LIGHT
GRAPHIC SCALE
SCALE: 1" = 50'
EXISTING CANAL
LAKE #58
MELHAVEN STREET 50' R/W
MATCHLINE - SEE SHEET 7
MATCHLINE - SEE SHEET 9
OUT PARCEL NO CONSTRUCTION IS PROPOSED
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATON NUMBER 00003910
RidgeHaven
ORMOND BEACH * FLORIDA
HORIZONTAL CONTROL PLAN
SHEET NO. 8
Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70
5 02-16-23 REVISED MRB
4 01-17-23 REVISED MRB
3 12-12-22 REVISED MRB
2 10-30-22 REVISED MRB
1 07-21-22 REVISED MRB
NO. DATE DESCRIPTION BY
REVISIONS



RidgeHaven
ORMOND BEACH * FLORIDA

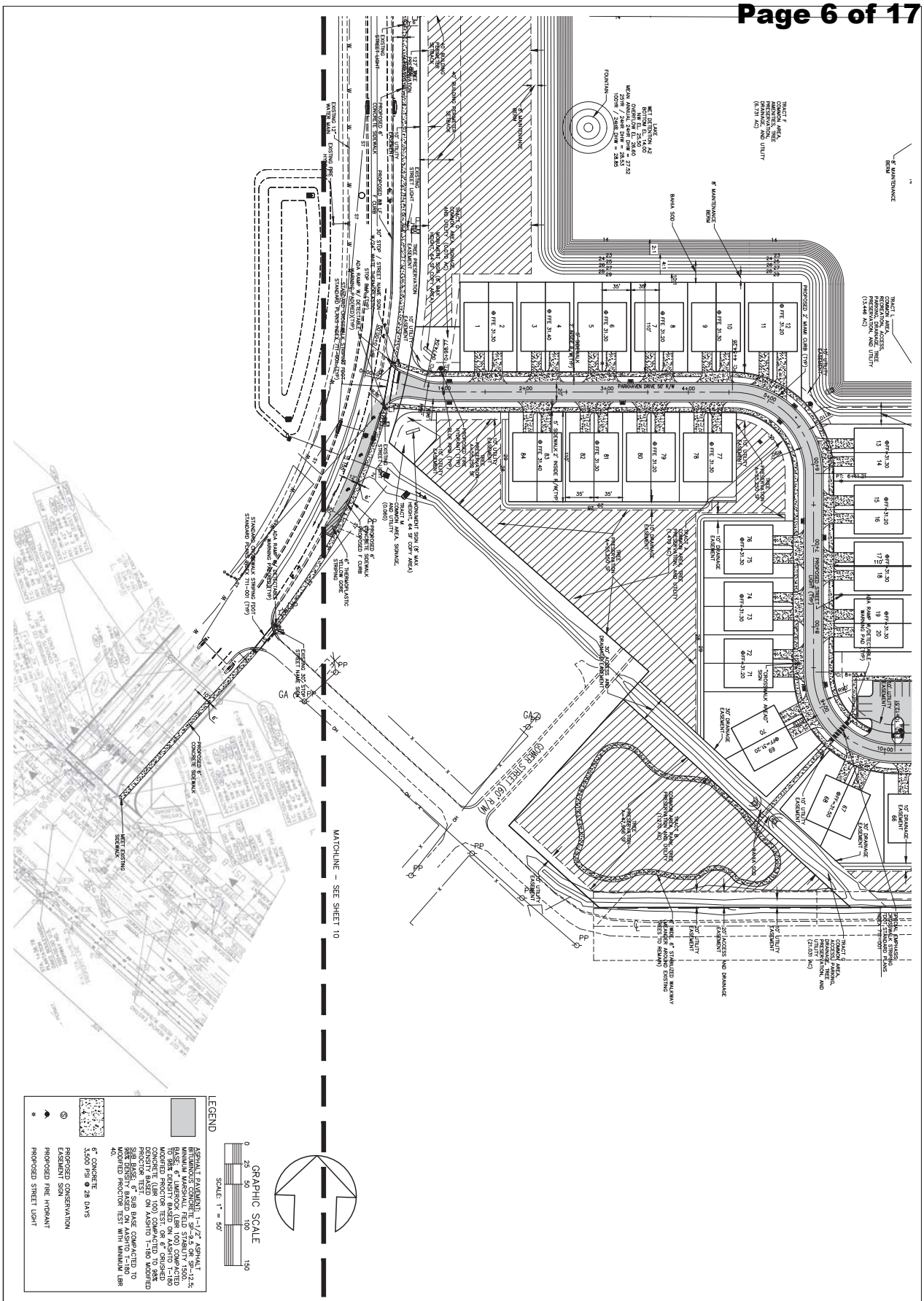
HORIZONTAL CONTROL PLAN

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70
SHEET NO. 9

PARKER MYNCHENBERG & ASSOCIATES, INC.
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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HORIZONTAL CONTROL PLAN

10A
SHEET NO.

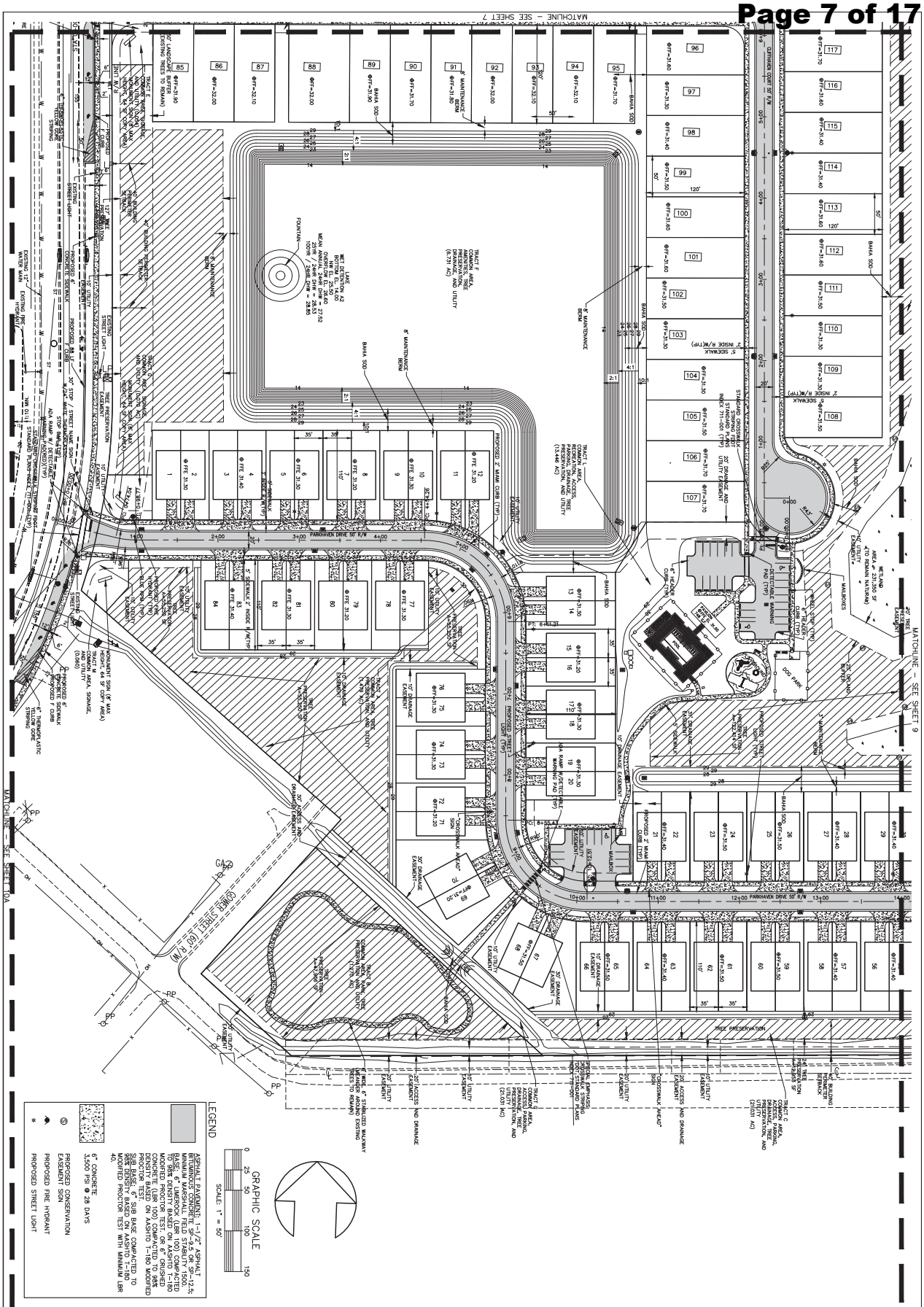
Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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HORIZONTAL CONTROL PLAN

Sheet No. 10

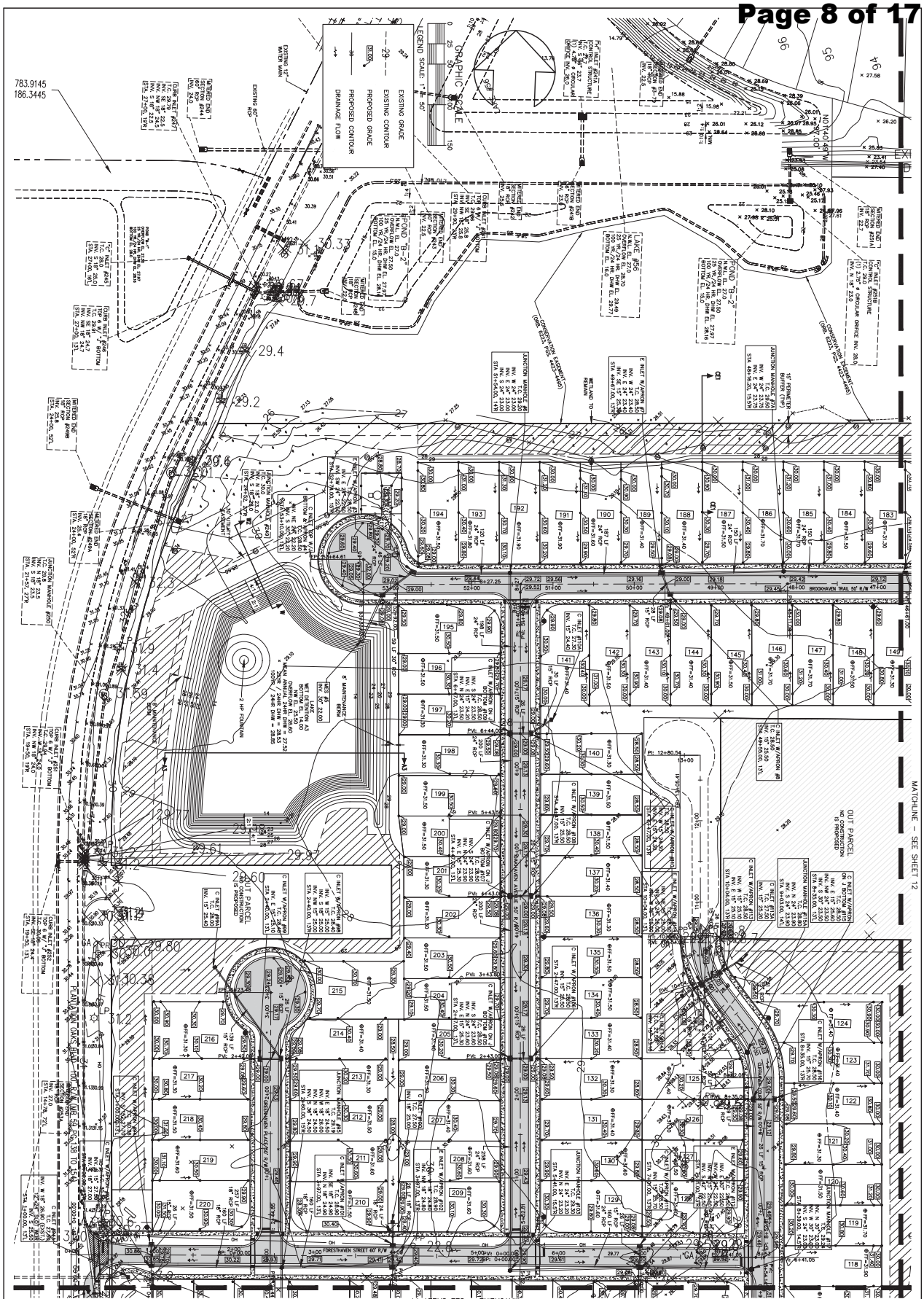
Date: 2/20/2022
Scale: 1" = 50'
Drawn By: MRB
Job No: 21-70

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

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CIVIL PLAN

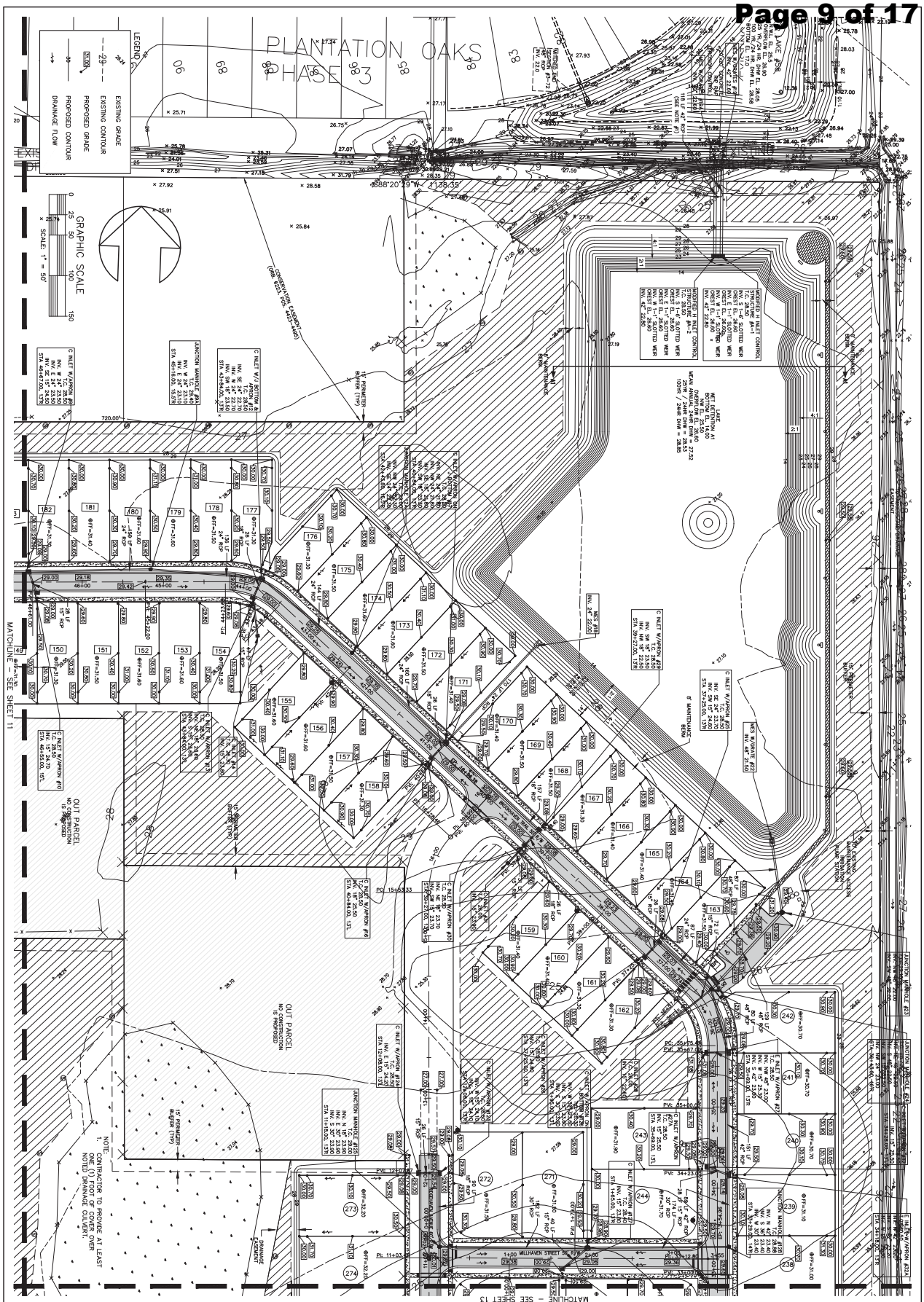
Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB
SHEET NO. 11

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATON NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
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3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

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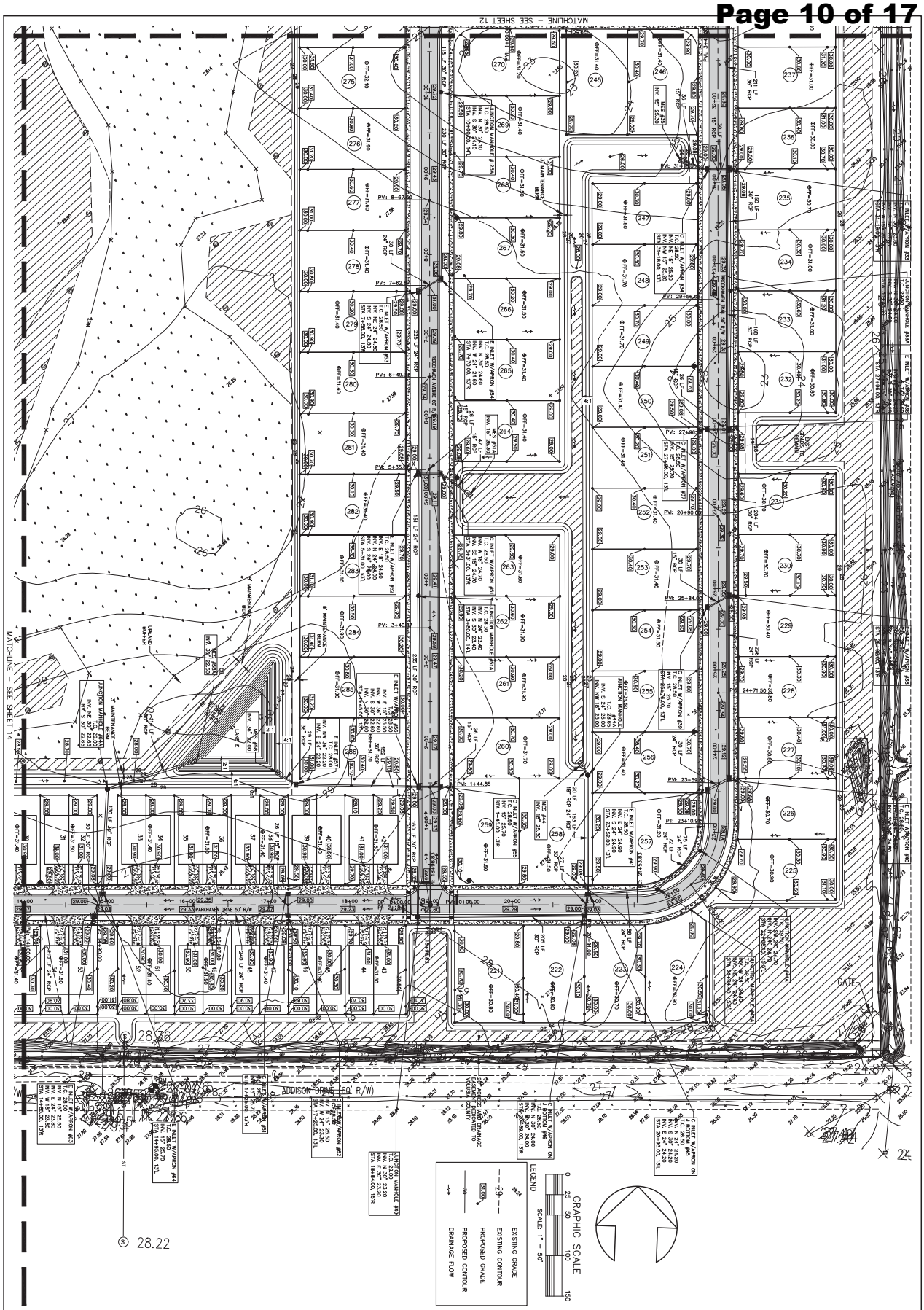
CIVIL PLAN

Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB
SHEET NO. 12

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
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4	01-17-23	REVISED	MRB
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2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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CIVIL PLAN

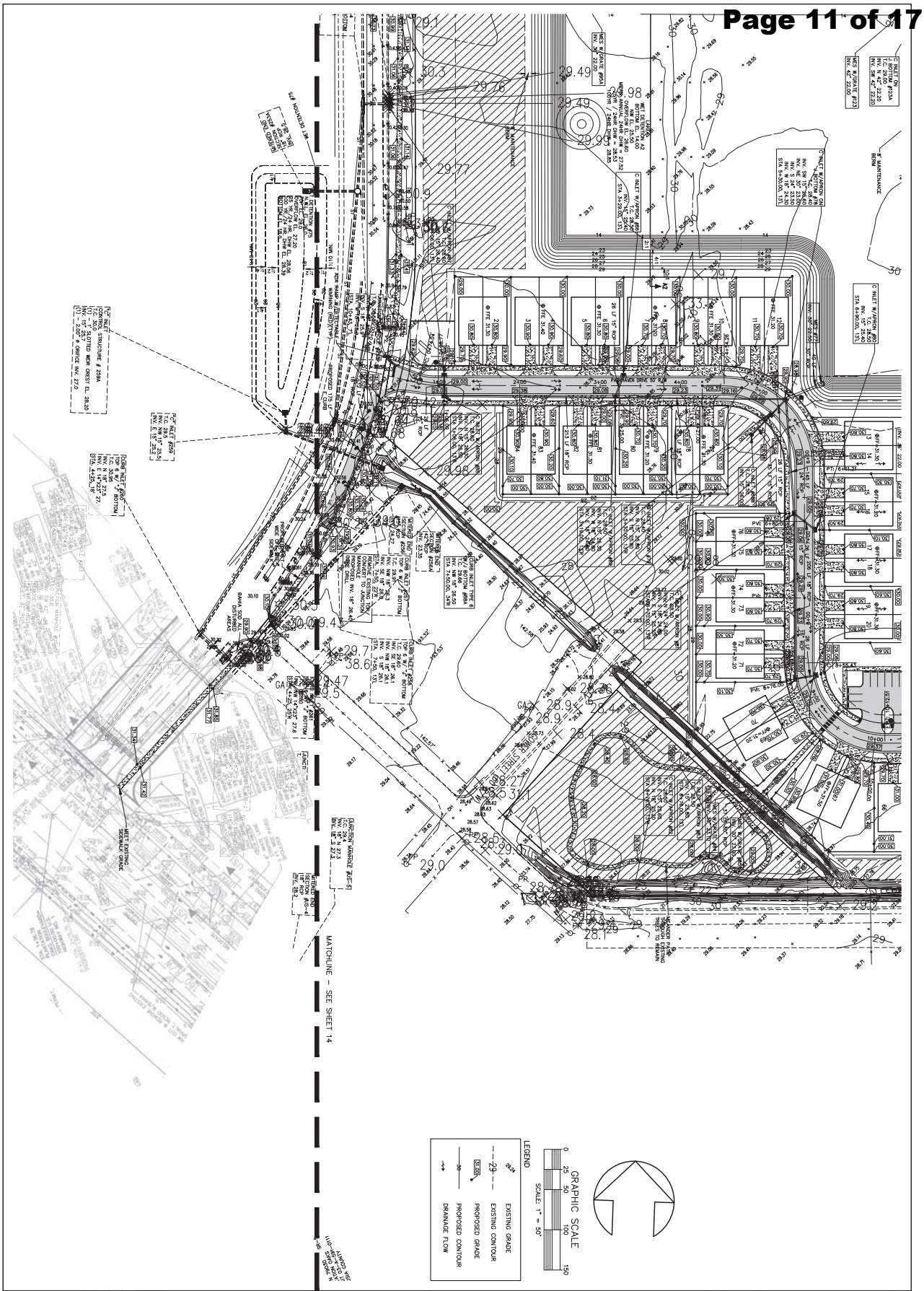
Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB
SHEET NO. 13

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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CIVIL PLAN

14A
SHEET NO.

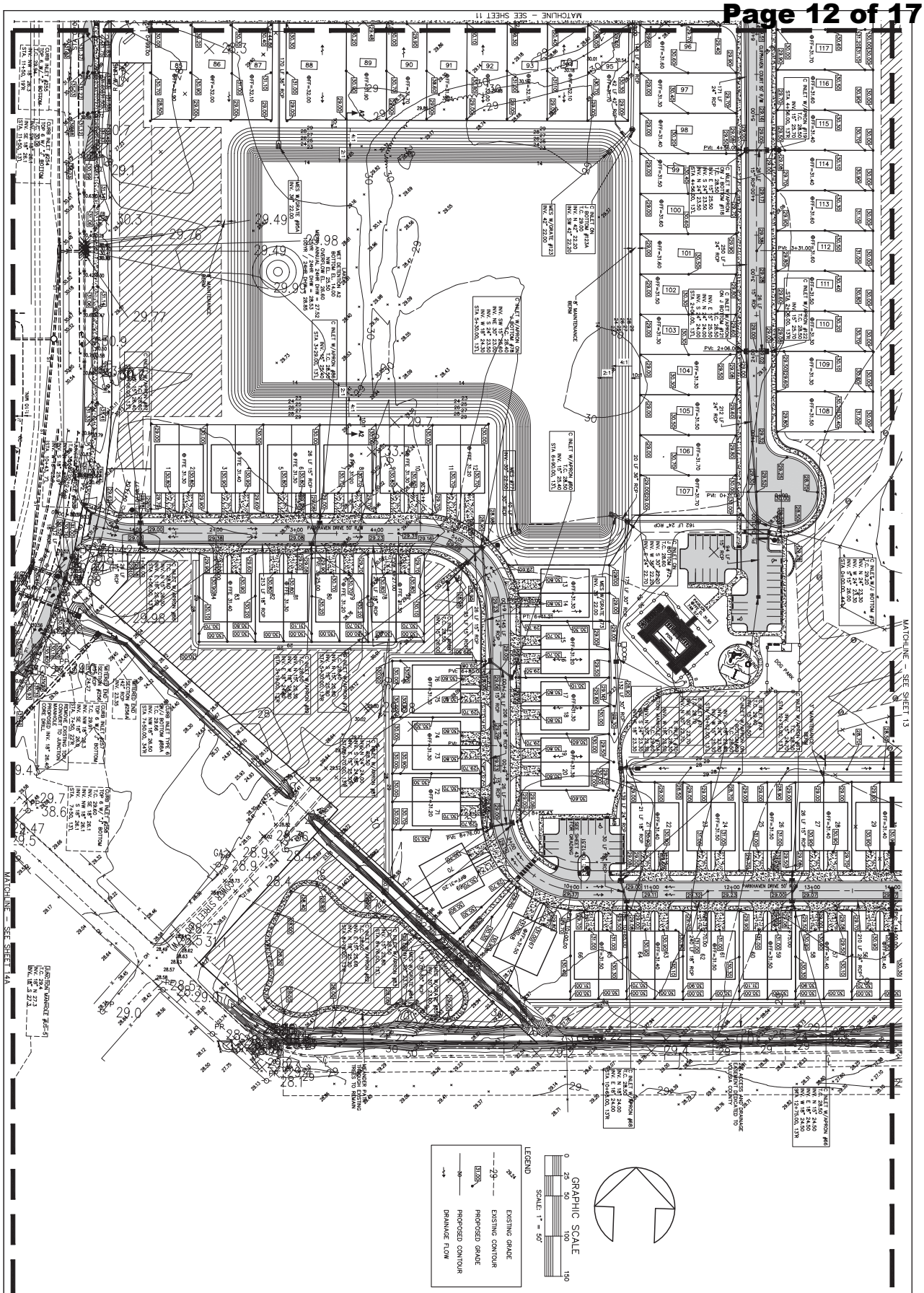
Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
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3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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CIVIL PLAN

14
SHEET NO.

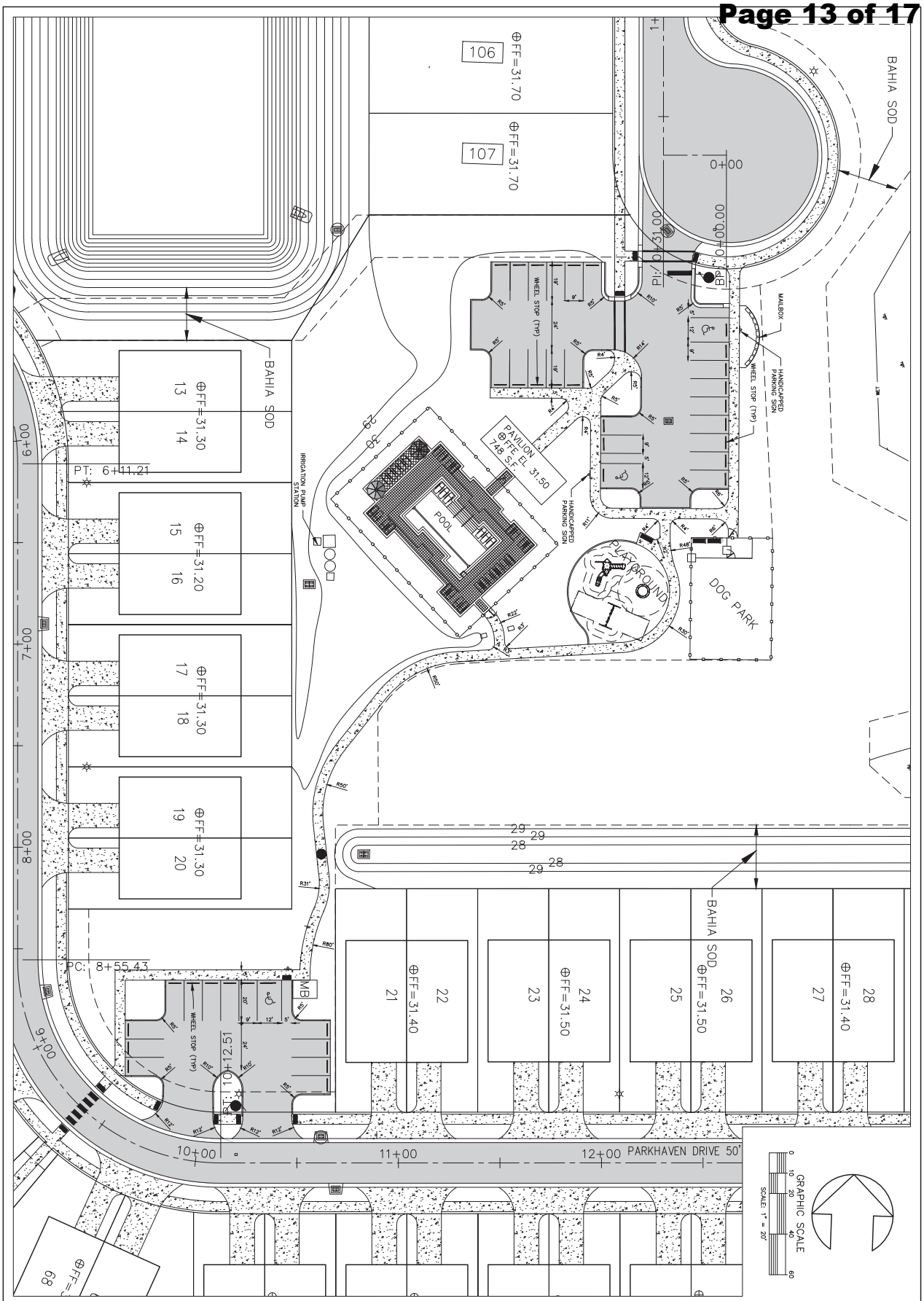
Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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AMENITY – SITE PLAN

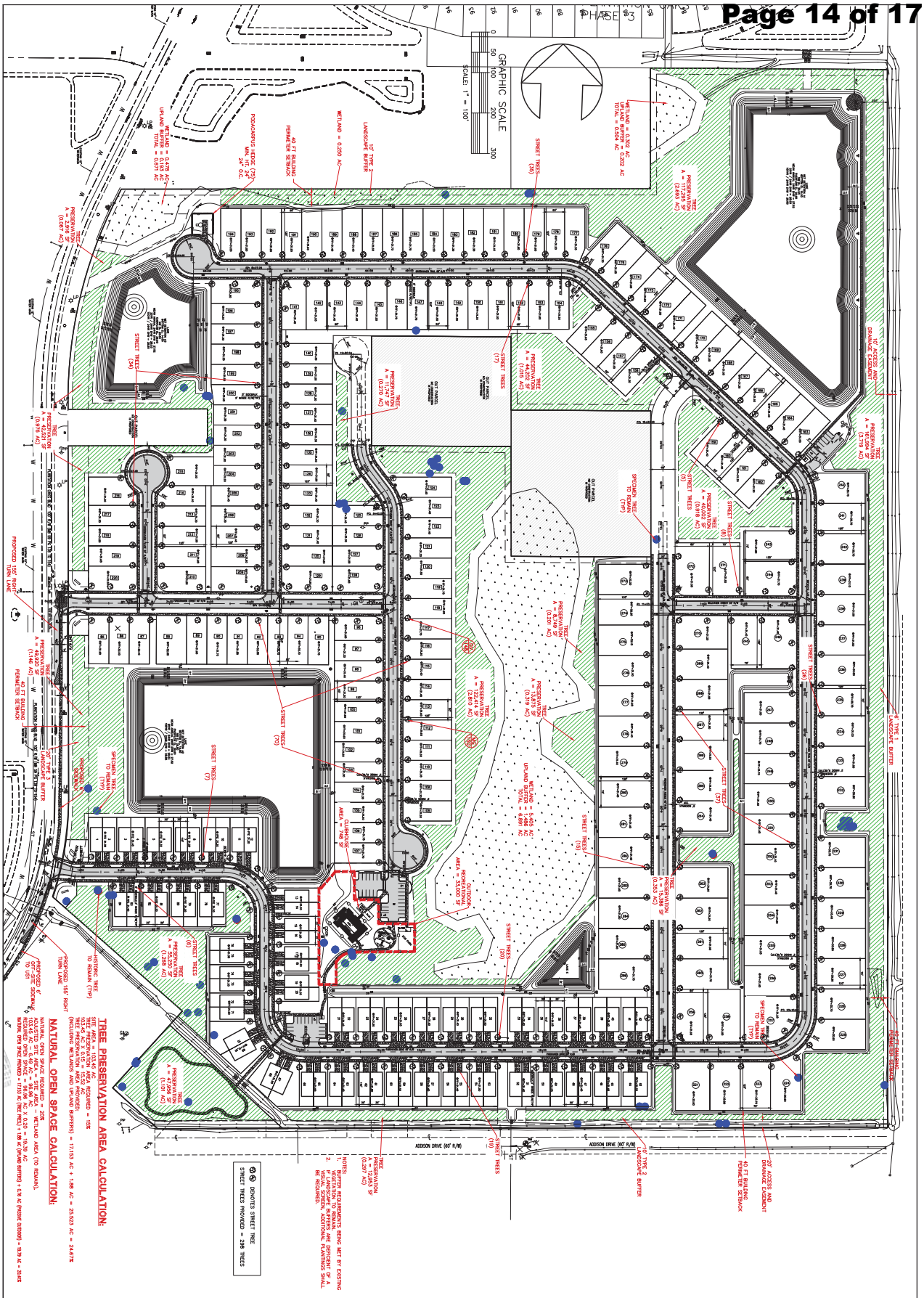
Job No: 21-70
Scale: 1" = 20'
Date: 2/20/2022
Drawn By: MRB
SHEET NO. 42

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
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4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

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TREE PRESERVATION & COMMON AREA EXHIBIT

T-1
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 100'
Job No: 21-70

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

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RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 21, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

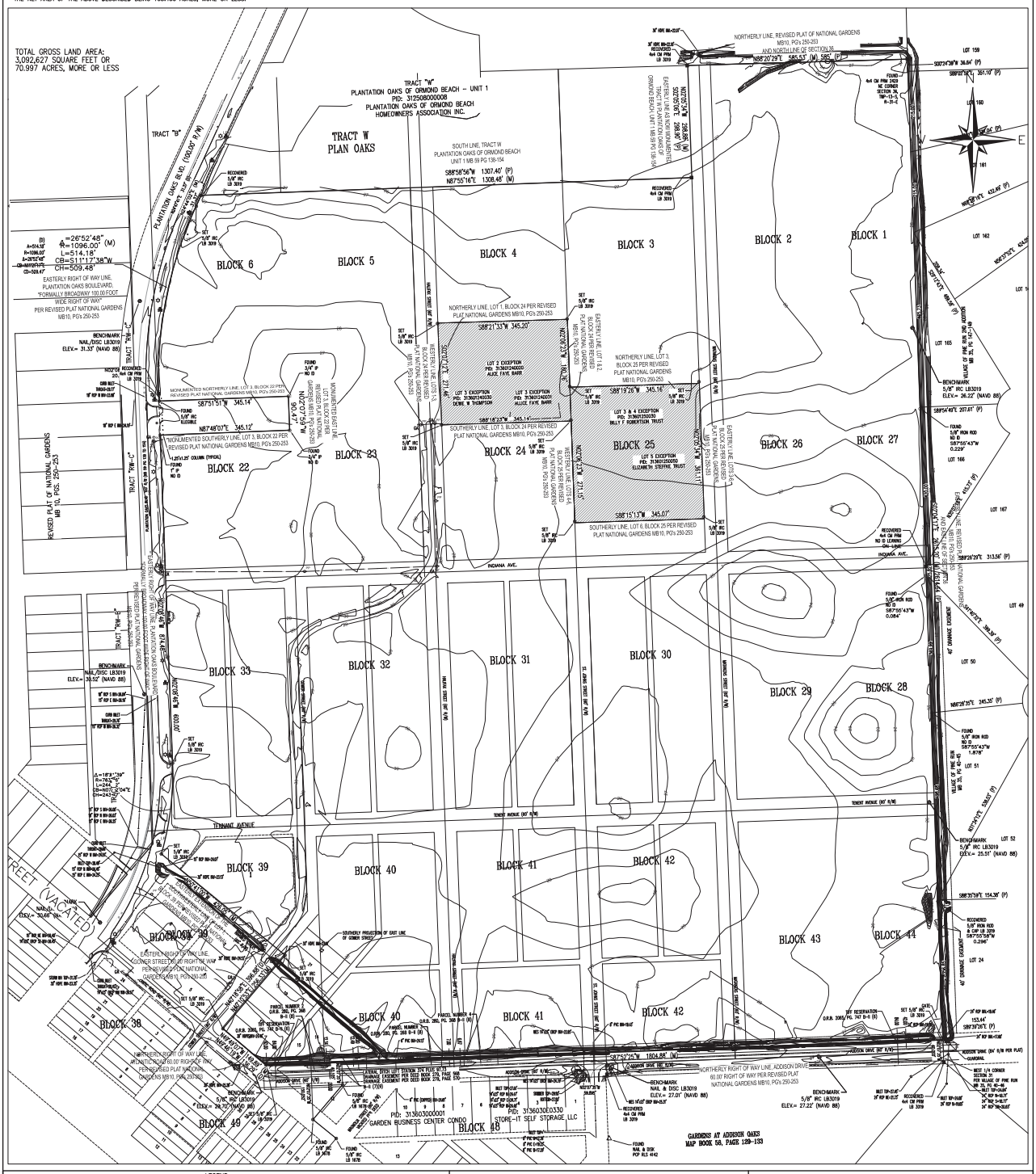
BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE; 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1804.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°07'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 149.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 426.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; SAID NON TANGENT CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 763.96 FEET, A CENTRAL ANGLE OF 19° 21'39" AND A CHORD BEARING OF N07°02'04"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 244.82 FEET TO THE POINT OF TANGENCY; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 874.48 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO A BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY; THENCE N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED ON MAP BOOK 59, PAGES 138–154; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

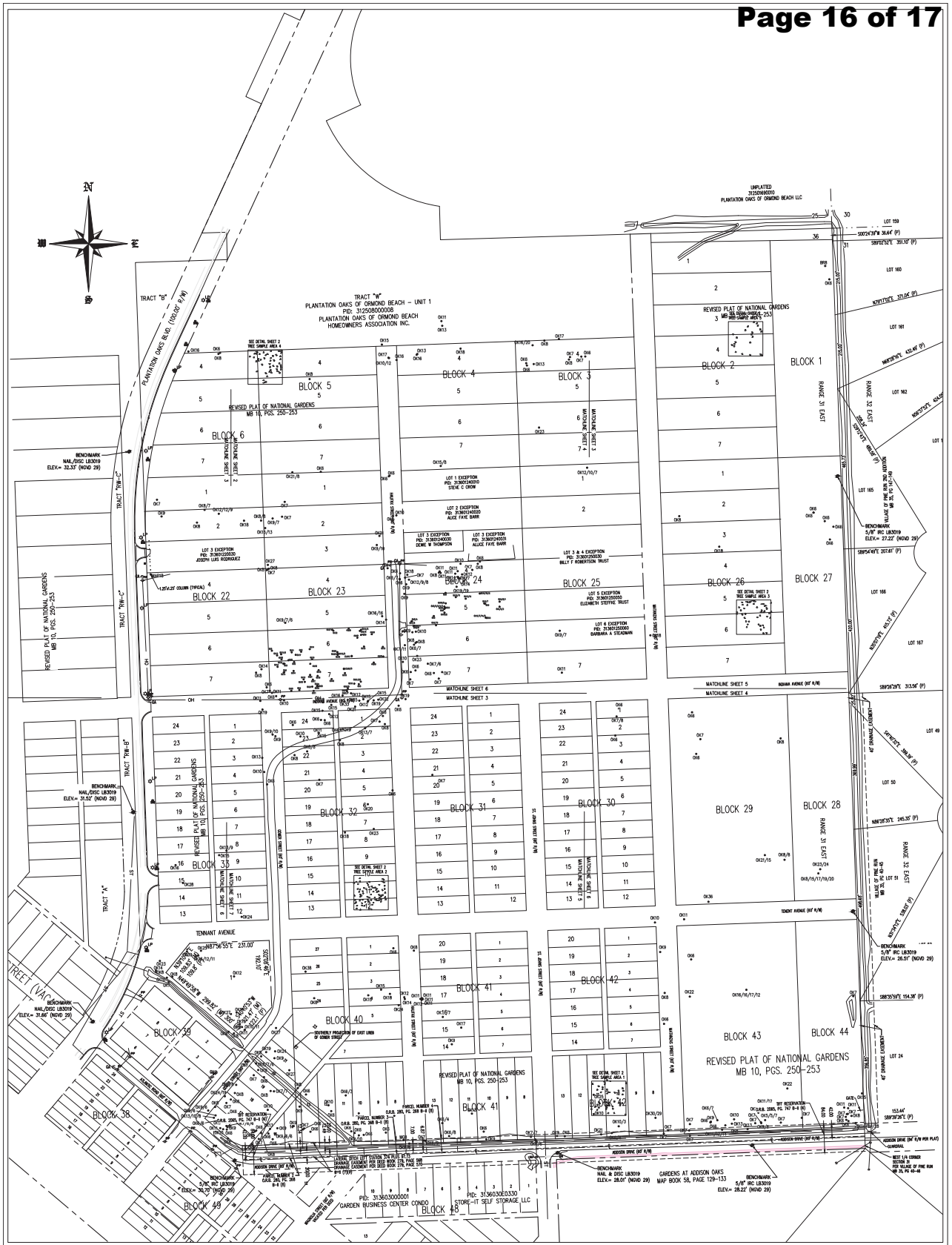
LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE N88°19'26"E, 345.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S02°05'34"E, 361.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 25; THENCE S88°15'13"W, 345.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N02°06'23"W, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 25, BEING THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 24; THENCE S88°18'23"W, 345.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N02°07'12"W, 271.46 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.

SURVEYORS NOTES

1. NOTICE: THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT #1074422; ISSUING OFFICE #371400, FILE #2832-17 DATED FEBRUARY 10, 2021 AT 11:00 PM.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF SECTION 36 BEING S02°04'46E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER NGS MONUMENT DESIGNATION X-226 HAVING A PUBLISHED ELEVATION OF 29.48' NAVD 88. (NAVD 30.573 FEET)
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0203K. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"=500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. THE PORTION OF PENNSYLVANIA AVENUE SHOWN HEREON AS VACATED (PER ORB 5498, PAGE 1745)(VOLUSIA COUNTY RESOLUTION 2005-15) HAS BEEN INCLUDED IN THIS BOUNDARY SURVEY ALTHOUGH IT WAS NOT INCLUDED IN THE DESCRIPTION PROVIDED BY THE TITLE COMPANY IN THE COMMITMENT SHOWN IN NOTE #1 ABOVE.
10. THE VERTICAL RELIEF SHOWN HEREON IS BASED ON A GROUND SURVEY PERFORMED BY SLIGER & ASSOCIATES, INC.


TOTAL GROSS LAND AREA:
3,092,627 SQUARE FEET OR
70.997 ACRES, MORE OR LESS
TRACT W
PLAN OAKS
TRACT "W"
PLANTATION OAKS OF ORMOND BEACH – UNIT 1
PID: 3135080000D0
PLANTATION OAKS OF ORMOND BEACH
HOMEOWNERS ASSOCIATION INC.
TRACT "B"
PLANTATION OAKS BLVD. (100.00' R/W)
EASTERLY RIGHT OF WAY LINE, PLANTATION OAKS BOULEVARD, "FORMALLY BROADWAY 100.00 FOOT WIDE RIGHT OF WAY" PER REVISED PLAT NATIONAL GARDENS MB10, PGs 250-253
Δ=26°52'48" (M)
R=1096.00' (M)
L=514.18' (M)
CB=S11°17'38"W (M)
CH=509.48' (M)
SOUTH LINE, TRACT W PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
S88°58'56"W 1307.40' (P)
S87°55'16"E 1308.48' (M)
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS MB10, PGS 250-253 AND NORTH LINE OF SECTION 36
N88°20'29"E 585.53' (M) 585.5' (P)
S00°34'08"W 38.64' (P)
S89°02'54"E 351.10' (P)
EASTERLY LINE AS MONUMENTED PLANTATION OAKS BOULEVARD, PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
S02°05'34"E 298.90' (M)
N02°08'46"W 403.46' (P)
BLOCK 6
BLOCK 5
BLOCK 4
BLOCK 3
BLOCK 2
BLOCK 1
BLOCK 22
BLOCK 23
BLOCK 24
BLOCK 25
BLOCK 26
BLOCK 27
BLOCK 33
BLOCK 32
BLOCK 31
BLOCK 30
BLOCK 29
BLOCK 28
BLOCK 39
BLOCK 40
BLOCK 41
BLOCK 42
BLOCK 43
BLOCK 44
BLOCK 38
BLOCK 49
BLOCK 48
LOT 159
LOT 160
LOT 161
LOT 162
LOT 165
LOT 166
LOT 167
LOT 49
LOT 50
LOT 51
LOT 52
LOT 24
NORTHERLY LINE, LOT 1, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
S88°21'33"W 345.20'
NORTHERLY LINE, LOT 3, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
S88°19'26"W 345.16'
SOUTHERLY LINE, LOT 3, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
S88°18'23"W 345.14'
SOUTHERLY LINE, LOT 6, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
S88°15'13"W 345.07'
LOT 1 EXCEPTION PID: 313607240030 DENISE W THOMPSON
LOT 2 EXCEPTION PID: 313607240020 ALICE FAYE BARR
LOT 3 EXCEPTION PID: 313607240010 ALICE FAYE BARR
LOT 3 & 4 EXCEPTION PID: 313607250010 BILLY T ROBERTSON TRUST
LOT 5 EXCEPTION PID: 313607250020 ELIZABETH STEVENS, TRUST
N87°48'07"E 345.12'
"MONUMENTED SOUTHERLY LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
S87°55'51"W 345.14'
"MONUMENTED NORTHERLY LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
N02°07'59"W 90.47'
REVISED PLAT OF NATIONAL GARDENS MB 10, PGS. 250-253
TRACT "PW-A"
TRACT "PW-B"
TRACT "PW-C"
TRACT "PW-D"
TRACT "PW-E"
TRACT "PW-F"
TRACT "PW-G"
TRACT "PW-H"
TRACT "PW-I"
TRACT "PW-J"
BENCHMARK NAIL/DISC LB3019 ELEV.= 31.33' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 30.52' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 30.66' (NAVD 88)
BENCHMARK 5/8" IRC LB3019 ELEV.= 26.22' (NAVD 88)
BENCHMARK 5/8" IRC LB3019 ELEV.= 25.57' (NAVD 88)
BENCHMARK NAIL & DISC LB3019 ELEV.= 27.01' (NAVD 88)
BENCHMARK 5/8" IRC LB3019 ELEV.= 27.22' (NAVD 88)
BENCHMARK 5/8" IRC LB3019 ELEV.= 28.70' (NAVD 88)
INDIANA AVE.
TENNANT AVENUE
TENNANT AVENUE (60' R/W)
ADDISON DRIVE (60' R/W)
ADDISON DRIVE (60' R/W PER PLAT)
S87°52'25"W 1804.88' (M)
NORTHERLY RIGHT OF WAY LINE, ADDISON DRIVE 60.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
NORTHERLY RIGHT OF WAY LINE, ATLANTIC ROAD 60.00' RIGHT OF WAY, PENNSYLVANIA AVENUE VACATED PLAT VACATION GARDENS MB10, PGS 250-253
EASTERLY RIGHT OF WAY LINE, GOWER STREET 60.00' RIGHT OF WAY PENNSYLVANIA AVENUE VACATED PLAT VACATION GARDENS MB10, PGS 250-253
FEET (VACATED)
PID: 313603000001 GARDEN BUSINESS CENTER CONDO
PID: 313603E0330 STORE-IT SELF STORAGE LLC
GARDENS AT ADDISON OAKS MAP BOOK 56, PAGE 129-133
SET 5/8" IRC LB 3019
FOUND 5/8" IRC LB 3019
FOUND 5/8" IRC LB 1678
FOUND NAIL & DISK PCP RLS 4142
RECOVERED 4x4 CM PRM LB 3019
RECOVERED 4x4 CM PRM NO ID LEANING ON LINE
FOUND 5/8" IRON ROD NO ID S87°55'43"W 0.08'
FOUND 5/8" IRON ROD NO ID S87°55'43"W 1.97'
FOUND 5/8" IRON ROD NO ID S87°55'43"W 0.29'
FOUND 5/8" IRON ROD NO ID S87°55'43"W 0.23'
FOUND 5/8" IRON ROD & CAP LB 3019 S87°55'56"W 0.26'
RECOVERED 5/8" IRON ROD & CAP LB 3019 S87°55'56"W 0.26'
SET 1/4 CORNER SECTION 31 PER VILLAGE OF PINE RUN MB 35, PG 145-149
SET 1/4 CORNER SECTION 36
SET 5/8" IRC LB 3019
SET NAIL & DISC LB 3019
SET MAG NAIL
SET TBM-13-S
SET TBM-13-T
SET TBM-13-U
SET TBM-13-V
SET TBM-13-W
SET TBM-13-X
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TREE LOCATION MAP

ALTA/NSPS LAND TITLE SURVEY
LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 24, T-16-S, R-31-E, VOLUSIA COUNTY, FLORIDA

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

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ABBREVIATIONS

CM CONCRETE MONUMENT	WV WATER VALVE	D CENTRAL ANGLE	INV INVERT	—FC— BURIED FIBER OPTIC CABLE	WES MITERED END SECTION
TOB TOP OF BANK	TSB TRAFFIC SIGNAL BOX	R RADIUS	SEC SECTION	—T— BURIED TELEPHONE LINE	RCP REINFORCED CONCRETE PIPE
TOE TOE OF SLOPE	FH FIRE HYDRANT	L ARC LENGTH	TWP TOWNSHIP	—W— BURIED WATER LINE	CMP CORRUGATED METAL PIPE
CLS CENTERLINE OF SWALE	WM WATER METER	CB CHORD BEARING	RGE RANGE	—E— BURIED ELECTRIC LINE	MH MANHOLE
CLD CENTERLINE OF DITCH	LP LIGHT POLE	CH CHORD DISTANCE	R/W RIGHT OF WAY	—G— BURIED GAS LINE	MB MAP BOOK
CO CLEANOUT	PP POWER POLE/UTILITY POLE	FP&L CO FLORIDA POWER & LIGHT COMPANY	CONC CONCRETE	—TV— BURIED TELEVISION LINE	BK BOOK
SAN SANITARY	GA GUY ANCHOR		EL ELEVATION	—FM— BURIED FORCE MAIN	OR OFFICIAL RECORDS BOOK
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VCP VITREOUS CLAY PIPE	PVC POLYVINYL CHLORIDE		(P) PLAT	(D) DEED	(TYP) TYPICAL
INV INVERT	CONC CONCRETE	℄ CENTERLINE	(M) MEASURED	(DESC) DESCRIPTION	MH MANHOLE

FOR: RIDGE DEVELOPMENT GROUP

SCALE: 1"=120' FIELD BOOK: 899 PAGE(S): 27-34 SHEET 8 OF 9

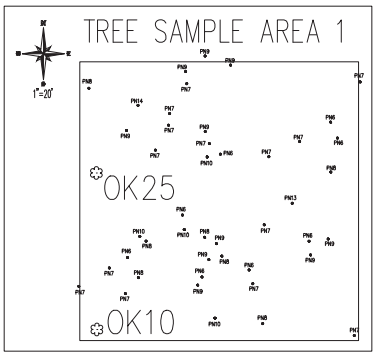
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TOPOGRAPHIC SURVEY :	–	–	–	–	–
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FINAL SURVEY :	–	–	–	–	–
RECERTIFICATION SURVEY :	–	–	–	–	–

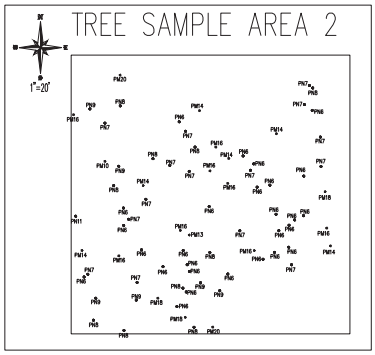
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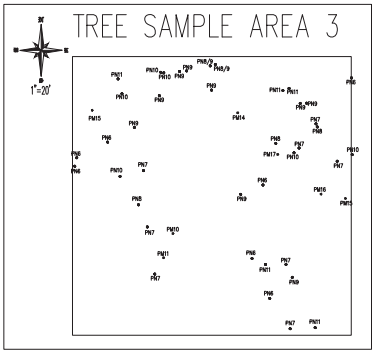
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CMB MAIL BOX	CO CLEAN OUT
SIGN	CONCRETE MONUMENT
TREE	PERMANENT REFERENCE MONUMENT
FH FIRE HYDRANT	PERMANENT CONTROL POINT
WM WATER METER	RADIAL LINE
GUY ANCHOR	NON-RADIAL LINE
UTILITY POLE	WV WATER VALVE
IRON ROD WITH CAP	EXISTING ELEVATION
IRON PIPE	
TELEPHONE BOX	TV CABLE TELEVISION BOX

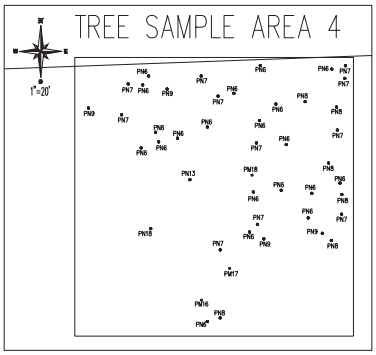
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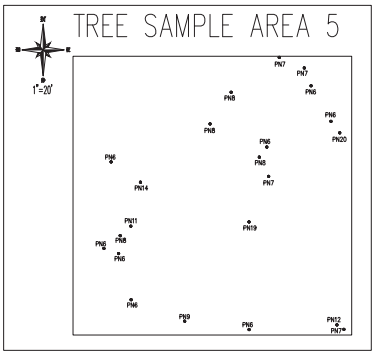
SEE SHEET 8 OF 9 FOR LOCATION OF DETAIL BLOCKS











SURVEYORS NOTES

1. NOTICE: THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT #1016422; ISSUING OFFICE #3714601, FILE #2832-17 DATED FEBRUARY 10, 2021 AT 11:00 PM..
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF SECTION 36 BEING S02°04'46E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER NGS MONUMENT DESIGNATION X-226 HAVING A PUBLISHED ELEVATION OF 30.573 FEET (29.48' NAVD 88).
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0203K. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"=500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. THE PORTION OF PENNSYLVANIA AVENUE SHOWN HEREON AS VACATED (PER ORB 5498, PAGE 1745)(VOLUSIA COUNTY RESOLUTION 2005-15) HAS BEEN INCLUDED IN THIS BOUNDARY SURVEY ALTHOUGH IT WAS NOT INCLUDED IN THE DESCRIPTION PROVIDED BY THE TITLE COMPANY IN THE COMMITMENT SHOWN IN NOTE #1 ABOVE.
10. LOT 7, BLOCK 4 IS NOT MENTIONED IN TITLE COMMITMENT DESCRIPTION. PER THE VOLUSIA COUNTY TAX ASSESSOR, THE TITLE IS VESTED IN SNILLOC FAMILY LP NUMBER ONE AS A PORTION OF PARCEL 2 (TAX ID #3136010101011 - LOTS 4 TO 7 INCLUSIVE, BLOCK 4) AND HAS BEEN INCLUDED IN THIS SURVEY PER CLIENT DIRECTION.
11. THE VERTICAL RELIEF SHOWN HEREON IS BASED ON A GROUND SURVEY PERFORMED BY SLIGER & ASSOCIATES, INC.

ALTA/NSPS LAND TITLE SURVEY
LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 24, T-16-S, R-31-E, VOLUSIA COUNTY, FLORIDA

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
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LICENSED BUSINESS CERTIFICATION NUMBER 3019

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ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FC—	BURIED FIBER OPTIC CABLE	MES	MITERED END SECTION
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SAN	SANITARY	GA	GUY ANCHOR			EL	ELEVATION	—FM—	BURIED FORCE MAIN	OR	OFFICIAL RECORDS BOOK
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VCP	VITREOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE			(P)	PLAT	(TYP)	TYPICAL		
INV	INVERT	CONC	CONCRETE	℄	CENTERLINE	(M)	MEASURED	(D)	DEED	MH	MANHOLE
								(DESC)	DESCRIPTION		

FOR: RIDGE DEVELOPMENT GROUP

SCALE: 1"=20' FIELD BOOK: 899 PAGE(S): 27-34 SHEET 9 OF 9

TYPE OF SURVEY	DATE OF SURVEY	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE :	--	--	--	--	--
BOUNDARY SURVEY :	X/XX/2011	11-XXXX	J. MOLLER	D HITCHCOCK	J ZAPERT
TOPOGRAPHIC SURVEY :	--	--	--	--	--
FOUNDATION SURVEY :	--	--	--	--	--
FINAL SURVEY :	--	--	--	--	--
RECERTIFICATION SURVEY :	--	--	--	--	--

LEGEND

ES	ELECTRIC SERVICE	TSB	TRAFFIC SIGNAL BOX
MB	MAIL BOX	CO	CLEAN OUT
	SIGN		CONCRETE MONUMENT
	TREE		PERMANENT REFERENCE MONUMENT
FH	FIRE HYDRANT		PERMANENT CONTROL POINT
WM	WATER METER	(R)	RADIAL LINE
	GUY ANCHOR	(NR)	NON-RADIAL LINE
	UTILITY POLE	WV	WATER VALVE
	IRON ROD WITH CAP		EXISTING ELEVATION
	IRON PIPE		
TB	TELEPHONE BOX	TV	CABLE TELEVISION BOX

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STAFF REPORT

City of Ormond Beach
Department of Planning

MEETING DATE: April 13, 2023

SUBJECT: RidgeHaven subdivision– **Preliminary Plat**

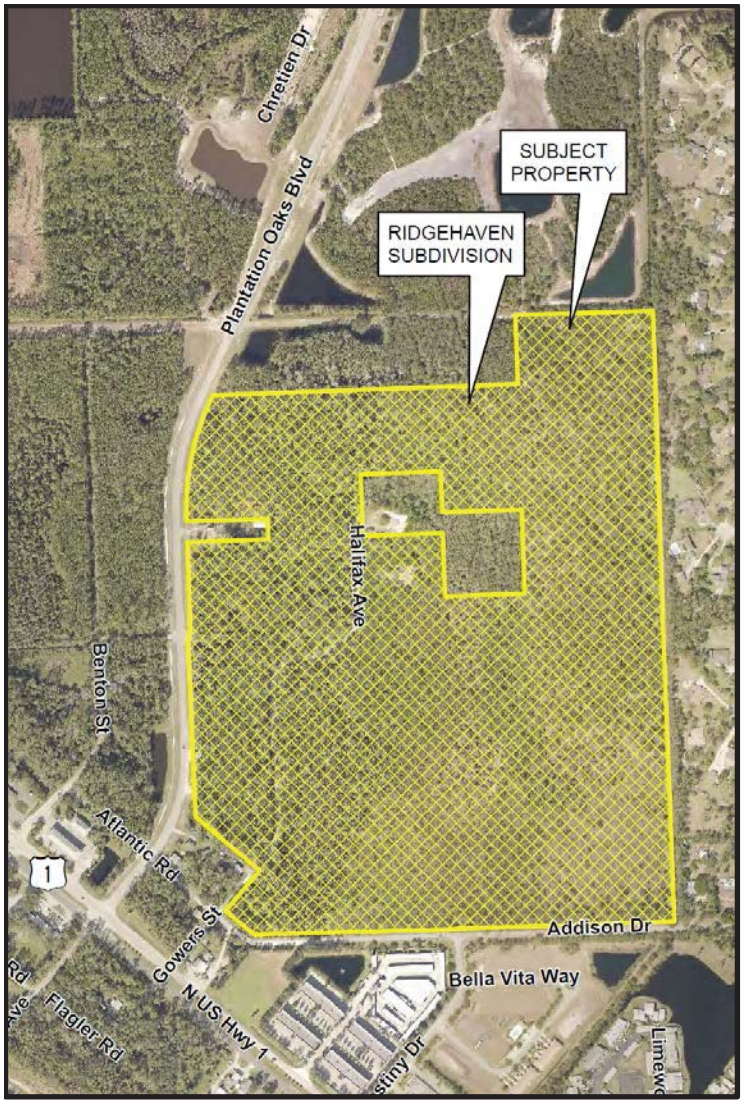
APPLICANT: RidgeHaven, LLC, with authorization of the property owner Snilloc Family Limited Partnership Number One

NUMBER: PRD 2022-061(C)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is a request from RidgeHaven, LLC, with authorization of the property owner Snilloc Family Limited Partnership Number One, for a preliminary plat for 286 residential lots on 103.45 acres and associated site improvements. The proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050. A preliminary plat is required in order to subdivide land and is required to be consistent with the development order proposed in PRD 2022-061(B). The project's location is shown in Exhibit 1.

EXHIBIT 1: RidgeHaven subdivision location map



SECTION 2, BACKGROUND: The RidgeHaven subdivision includes nine parcels (Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050) that total 103.45 acres. Within the RidgeHaven subdivision land area there are eight (8) parcels individually owned (not owned by RidgeHaven) totaling approximately 5.7 acres. Seven (7) parcels are vacant and one parcel fronting Plantation Oaks Boulevard is developed with a single-family home. The RidgeHaven subdivision was located in unincorporated Volusia County with a desire to construct a subdivision. Representatives of the RidgeHaven subdivision had two options for subdivision development: (1) remain in unincorporated Volusia County and have Ormond Beach provide the project utilities or (2) become part of the North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA) area and develop the subdivision in Ormond Beach. The Interlocal Service Boundary Agreement allows the annexation of land while creating enclaves that remain in unincorporated Volusia County.

The City Commission adopted the original North U.S. 1 Interlocal Service Boundary Agreement on August 19, 2014 per Ordinance 2014-27. Concurrently, the Volusia County Council adopted the Interlocal Service Boundary Agreement on August 21, 2014 by Volusia County Ordinance 2014-12. The original Interlocal Service Boundary Agreement established the Municipal Service Area (MSA) and joint planning and service delivery agreement to the North U.S. Highway 1 area. The first amendment to the North U.S. 1 Interlocal Service Boundary Agreement was approved to add the land associated with Plantation Oaks Subdivision and the 13 enclaves surrounding the subdivision to the adopted Municipal Service Area. On August 20, 2019, the City Commission adopted the first amendment to the North U.S. Highway 1 Interlocal Service Boundary Agreement. The Volusia County Council subsequently adopted the agreement on September 17, 2019. The City of Ormond Beach (December 7, 2021 with Ordinance 2021-43) and Volusia County (February 15, 2022 with Ordinance 2022-9) approved the second amendment to the North U.S. Highway 1 Interlocal Service Boundary Agreement to add the land associated with the RidgeHaven subdivision and the individually owned parcels not owned by RidgeHaven to the adopted Municipal Service Area. During the County Council presentation and discussion, the RidgeHaven representative and city staff committed to establishing a limitation of 298 dwelling units for the entire RidgeHaven area. On March 22, 2022, the City Commission approved Ordinance 2022-05 that annexed the RidgeHaven subdivision.

With the Interlocal Service Boundary Agreement and annexation approved, the next step for the RidgeHaven project was the assignment of a city land use designation. For the existing land use entitlements, Volusia County staff analysis calculated a range of residential development of 716 to 1,052 dwelling units. The existing land use required a minimum of four units per acre. The city land use designation occurred with three separate actions:

1. Ordinance 2022-14 adopted July 19, 2022: The Ordinance amended the Future Land Use Element of the Comprehensive Plan to incorporate the second Interlocal Service Boundary Agreement and provided a text limitation within Policy 9.1.4 that states the RidgeHaven land area shall not exceed 3 units per acre and no more than 298 dwelling units for the entire RidgeHaven property. The maximum

theoretical residential density was reduced by 754 residential units. For the non-RidgeHaven properties, the Ordinance included the text restriction that these parcels would maintain a maximum gross residential density of eight (8) units per acre – the same density that existed in unincorporated Volusia County.

2. Ordinance 2022-18, adopted August 3, 2022: The Ordinance authorized the following actions:

   A. Amended the Future Land Use Map designation for the RidgeHaven subdivision property (totaling 84.26 acres) from Volusia County "Urban Medium Intensity" (UMI) to Ormond Beach "Low Density Residential" (LDR). The Ordinance included the map annotation that the RidgeHaven subdivision would have a density restriction of three (3) units per acre and shall not exceed 298 residential units for the entire RidgeHaven subdivision; and

   B. Amended the Future Land Use Map designation of the properties not associated with the RidgeHaven development from "Urban Medium Intensity" (UMI) to Ormond Beach "Medium Density Residential" (MDR). The Ordinance included the map annotation that these parcels would maintain a maximum gross residential density of eight (8) units per acre – the same density that existed in unincorporated Volusia County.

3. Ordinance 2022-18, adopted August 3, 2022: This Ordinance was for 19.19 acres owned by the RidgeHaven subdivision applicant that was part of the original Interlocal Service Boundary Agreement area. The Ordinance amended the Future Land Use for the property from "Low Intensity Commercial" (LIC) to "Medium Density Residential" (MDR). The Ordinance contained a condition that the density shall be restricted to eight (8) units per acre within the 19.19 acres and the RidgeHaven subdivision including the 84.26 acres shall not exceed 298 residential units.

In summary, the project has:

1. Amended the Interlocal Service Boundary Agreement to allow annexation and development under Ormond Beach development standards.
2. Annexed 103.45 acres that is the RidgeHaven subdivision.
3. Amended the land uses of two land areas from Volusia County "Urban Medium Intensity" (UMI) to "Low Density Residential" (LDR) and Ormond Beach "Low Intensity Commercial" (LIC) to "Medium Density Residential" (MDR) with a maximum development scenario of 298 residential units.
4. Reduced the potential maximum residential development as allowed under the Volusia County "Urban Medium Intensity" (UMI).
5. The Interlocal Service Boundary Agreement land use amendment has amended the land use of the non-RidgeHaven outparcels to the same density (8 units per acre) as allowed under the Volusia County land use.

The following are the abutting uses to the subject properties:

EXHIBIT 2: Abutting land use and zoning designations

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	**Future Land Use Designation**	**Zoning Classification**
North	Plantation Oaks PRD	"Low Density Residential"	PRD, Planned Residential Development
South	Across Addison Drive, Gardens of Bella Vita & MBA Business Center	"Medium Density Residential" and "Low Intensity Commercial"	PRD, Planned Residential Development and B-8, Commercial
East	Village of Pine Run	Volusia County "Rural"	Volusia County RR (Rural Residential)
West	Across Plantation Oaks Boulevard	"Medium Density Residential"	R4, Single-Family Cluster and townhouse

SECTION 3, APPLICATION PROCESS:

Application process: Preliminary plats are a technical review of the subdivision of land in compliance with the zoning district and do not have any public hearing notice requirements. The preliminary plat for this application utilizes the same site plan construction drawings as the development order and the responses to the development order criteria will be the same as the issuance of the development order. A separate action, as a Resolution, is required for the preliminary plat and requires a separate staff report. Many items in this report will be similar to project PRD 2022-061(B).

The RidgeHaven subdivision process also includes the following applications:

1. Zoning map amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development. The zoning map amendment is the action sought for this staff report.
2. Issuance of a development order to construct 286 residential units and associated site improvements on 103.45 acres.
3. Partial plat vacation. The project is located with an existing 1926 plat with existing street layouts. The partial plat vacation would vacate portions of the 1926 plat and update to the RidgeHaven subdivision plat. The outparcels within the RidgeHaven subdivision would always have access to their property.

The project has also been posted on the city website under the Planning Department at: (1) Development Reports, https://www.ormondbeach.org/1019/RidgeHaven and (2) Public Hearing Advertisements and Notices, https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice.

Neighborhood meeting

The project conducted a required neighborhood meeting on July 26, 2022. The project team presented the development plan. Items discussed at the neighborhood meeting included:

1. Density reduction from Volusia County zoning;
2. No access proposed from Addison Drive;
3. Interface with Village of Pine Run;
4. Easement required for existing Volusia County ditch abutting Village of Pine Run;
5. Types of residential uses proposed;
6. Stormwater; and
7. Connection to city water and sewer.

SECTION 4, PROJECT DESCRIPTION:

The project has the following attributes:

1. The total project size is 103.45 acres.
2. The development of consists of 286 lots. Any subdivision phasing may be reviewed and approved of the Site Plan Review Committee as a minor amendment.
3. The project's gross density is 2.76 units per acre.
4. The project's net density (project acreage of 103.45 minus 6.49 acres of wetlands divided by 286 residential lots) is 2.95 units per acre.
5. The subdivision features three residential types: (a) duplex lots – 84 lots with a 35-foot lot frontage along the boundary of Addison Drive. These are allocated on the former B-8, Commercial land area that has a land use of "Medium Density Residential", (b) 50-foot lots – 136 lots that are located in the interior of the subdivision, and (c) 75 foot lots - 66 lots that are located at the rear of the subdivision, abutting the 35' natural area that abuts the Village of Pine Run.
6. The project lots are proposed as follows:

Standards	**Single-family, 50' by 110'**	**Single-family, 75' by 110'**	**Duplex, 35' by 110'**
Number:	136	66	84
Minimum floor area:	1,400 SF	1,500 SF	1,400 SF
Maximum building coverage:	60%	60%	60%
Maximum lot impervious area:	80%	80%	80%
Maximum building height:	35 feet	35 feet	35 feet
Setbacks:			
Front:	20 feet	20 feet	20 feet
Front (no garage access):	10 feet	15 feet	15 feet
Side:	5 feet	7.5 feet	5 feet, (0' common wall)

Rear:	20 feet	20 feet, 10 feet (lots 233-254)	10 feet
Waterfront:	20 feet	20 feet	10 feet
Accessory Structure setbacks:			
Side yard:	5 feet	7.5 feet	NA
Side yard corner:	15 feet	15 feet	NA
Rear yard:	5 feet	5 feet	NA

7. There are two subdivision access points from Plantation Oaks Boulevard. No access is proposed from Addison Drive.
8. School concurrency for the project is provided in ATTACHMENT 3.
9. A traffic study was performed and is discussed in the analysis section of this report.
10. The project proposes internal sidewalks on both sides of the streets within the RidgeHaven subdivision.
11. The project proposes a sidewalk connection off-site to connect to North U.S. Highway 1.
12. An Environmental Assessment Analysis performed by Ecological Consulting Solutions, Inc. A total of 8.04 acres of wetlands exists on the subject property. As designed, the project would have 1.75 acres of direct impacts to on-site wetlands.
13. St. Johns River Water Management District has issued permit #185591-1 for the RidgeHaven subdivision for stormwater management and proposed wetland impacts.
14. Recreational improvements include a 33,000 square foot outdoor amenity area including a pool and pool deck, including a dog park, playground and activity field. The project also includes two walking trails in the southeast corner of the property and along a lake and buffer area at the northeast corner.
15. The project proposes to preserve a total of 25.52 acres as natural preservation or 24.67% of the subject property. The Land Development Code requirement for natural preservation is 15% of the property and the Planned Residential Development standard is 20% of the property.
16. There is a 35-foot natural preservation area and existing ditch between the Ridgehaven subdivision and the Village of Pine Run. The Land Development Code requirement for a landscape buffer is six (6') feet.
17. Irrigation for the subdivision will be drawn from the stormwater ponds.
18. A street tree plan has been designed with 298 street trees.
19. The applicant has provided draft covenants and restrictions for the project that include a coordinated plan for fences. The final covenants and restrictions will be developed with the final plat. For the purposed of the Planned Development, it is desired that any fencing along the right-of-way have a common architectural pattern.

20. Architectural examples have been provided and are included.

21. A five-year expiration date for phase one of the project from the date of City Commission approval is proposed.

22. The project is expected to generate a water demand of 73,502 gallons per day and a sewer demand of 80,366 gallons per day based on the Level of Service standards in the Capital Improvements Element of the Comprehensive Plan. There is existing capacity to provide the RidgeHaven subdivision utility services. No septic tanks are proposed. Irrigation for the project is planned from the stormwater ponds.

23. For the project stormwater, the site is surrounded on three (3) sides by ditches that ultimately flow to the east. The drainage pattern of the pre-developed site flows to the Addison Canal, the canal between this project and the Village of Pine Run Subdivision, the wetland and a ditch on the north side of the project.

24. The proposed stormwater treatment methodology is wet detention with stormwater harvesting. The wet detention system has multiple ponds with equalizer pipe system that will maintain the normal water elevation for all ponds. The drainage patterns for the post developed site includes the landscape/natural preservation that will continue to drain into the Addison Canal and the canal between Ridgehaven and Village of Pine Run. This acreage of this area has been significantly decreased. The area that drains to the north also has been decreased in the post development condition. The interior of the project will be directed onto the proposed stormwater treatment facility noted above. The stormwater wet detention will have an ultimate outfall to the swale along the northern border. This swale will intersect to the swale along the western edge of Village of Pine Run that flows to the north in the Plantation Oaks Phase III. By directing the surface water runoff into the stormwater facility, there will be a delay in the surface flow exiting the site as well as reduction of the actual volume entering the canal/pipe system through the Village of Pine Run.

25. All three (3) historic trees on-site have been preserved.

26. The project buffers are as follows (see ATTACHMENT 8):

    A. Abutting Addison Drive. Required: 10’. Provided: ranges from 12’ to 22’.

    B. Abutting Plantation Oaks Boulevard. Required 20’. Provided: ranges from 30’, 40, and 125’ depending on the buffer location.

    C. Abutting Plantation Oaks, Phase 3. Required 6’. Provided: Ranges with a minimum of 40’.

    D. Abutting Village of Pine Run. Required: 6’. Provided: 35’ natural area.

SECTION 5, ANALYSIS:

Platting in the Land Development Code is a two-step process that includes a preliminary plat and a final plat. The preliminary plat shows the plat in a draft format, the site survey, and the infrastructure improvements needed to support the subdivision of land. The preliminary plat is reviewed at the Planning Board meeting and requires one hearing at the City Commission meeting as a Resolution. If approved, the Preliminary Plat allows infrastructure improvements to occur.

There are two options for development once a Preliminary Plat has been approved:

Option 1 - Proceed with the application for construction for completion of the required improvements prior to recording the final plat per Section 4-18(8)(a) of the Land Development Code. When the required off-site and on-site improvements are complete, the final plat along with the records and data would be submitted by the applicant to the City Engineer and reviewed by the Site Plan Review Committee (SPRC). The final plat would be approved by the City Commission and recorded.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat per Section 4-18(b) of the Land Development Code. With this option, the applicant files surety documents guaranteeing that such improvements will be installed. All guarantees are incorporated in a bonded agreement for the construction of the required improvements in the form acceptable to the City Attorney. The final plat would be recorded and the applicant would then construct the improvements.

The second step for platting is a final plat. A final plat is required to be reviewed and approved by the City Commission as an Ordinance with two readings. A final plat occurs after the infrastructure improvements are completed. After approval by the City Commission, the plat is recorded with the Volusia County Clerk of the Court which allows the property owner to sell or to submit building permits for the individual lots.

The Planning Board is required to review the preliminary plat request using the following criteria established in the Land Development Code to approve, approve with conditions, or deny the rezoning amendment:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   The proposed application meets or exceeds the Planned Residential Development requirements contained within the Land Development Code (see list of items where the Land Development is exceeded in the analysis section). The applicant has provided the required information in terms of lot sizes and layout, street locations, buffer requirements, traffic impacts, and stormwater planning and Planned Residential Development requirements. The Site Plan Review Committee has reviewed the application and concluded that it conforms to the requirements of the Land Development Code. The Site Plan Review Committee concludes that the preliminary plat will not adversely affect public health, safety, or welfare.

2. The proposed development is consistent with the Comprehensive Plan.

The Comprehensive Plan contains a land use map that provides the vision of uses and residential density and nonresidential intensity. The Comprehensive Plan is an overall guide/roadmap for development within Ormond Beach. The subject property has a land use category of "Low Density Residential" and "Medium Density Residential" as defined in the Future Land Use Element as follows:

Low Density Residential (LDR) – 84.26 acres

Purpose: To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: up to 4.3 units per acre

Maximum FAR: 0.2

Medium Density Residential (MDR) – 19.19 acres

Purpose: To allow a variety of highly aesthetic dwelling units, encouraging the establishment of recreation areas and open space and discouraging look-alike rows of dwellings. MDR also allows the development of relatively low-density duplex, townhouse and multi-family projects which emphasize open space and maintain a low profile, thus maximizing the compatibility with single-family areas. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: Minimum 5-12 units per acre except in the Downtown Community Redevelopment Area where 5 - 15 units shall be allowed.

Maximum FAR: 0.3

The "Low Density Residential" and "Medium Density Residential" land uses would typically allow a maximum theoretical land use density of 515 residential units. The map annotation included in the land use amendments limits the maximum residential density to 298 units.

The following is a list of the Comprehensive Plan Objectives and Policies pertaining to the proposed development order:

Future Land Use Element

GOAL 1. LAND USE DISTRIBUTION

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE

DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING OR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

OBJECTIVE 1.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY 1.1.3.

Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.

POLICY 1.1.5.

Encourage innovative design measures for new residential developments and ensure that adequate provision is made for neighborhood facilities suitable to the type of development proposed.

POLICY 1.1.6.

Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.

Housing Element

GOAL 1. HOUSING SUPPLY

ENSURE THE AVAILABLITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

OBJECTIVE 1.1. HOUSING SUPPLY

The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low- and moderate-income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.

OBJECTIVE 1.2. PROVISION OF ADEQUATE SERVICES AND FACILITIES

Each existing housing development and residential neighborhood along with all new housing developments shall meet existing adopted level of service standards.

POLICY 1.2.1.

The general residential development pattern in the city should be in accord with the community's growth strategy for residential densities, as stipulated within the Future Land Use Element.

The development is within the required holding capacity, and the gross density range, and the lot area is consistent and furthers the intent of the Comprehensive Plan policies.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   The project has prepared an environmental assessment included in issuance of the development order project. The assessment reviews the project soils, vegetative community, wetlands, protected species, and floodplains. The project has also obtained approval from the Saint Johns River Water Management District. The applicant's letter dated March 27, 2023 states that the project would not utilize any potable water wells or septic systems. Additionally, irrigation for landscaping would come from stormwater ponds, eliminating the need for irrigation wells.

   Site Plan Review Committee staff conclude that the proposed development will not adversely impact beyond what is allowed in the Land Development Code for environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

   The site plan implements the land use designations of "Low Density Residential" and "Medium Density Residential" with a gross density of 2.76 units per acre and a net density of 2.95 units per acre. The project has sought to provide natural buffers next to existing residentially zoned properties including the Village of Pine Run and the outparcels within the RidgeHaven subdivision area. The applicant's letter dated March 27, 2023 states, "Coupled with the existing canal in a 40-foot easement on the Village of Pine Run property adjacent to the Ridgehaven property, neighboring residents will be at least 100 to 150 feet away from the new homes in Ridgehaven, which should be difficult to see due to the remaining trees and natural vegetation."

   The Site Plan Review Committee concludes that proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   There are adequate public facilities to serve the development. The proposed subdivision is required to install water and sewer facilities, sidewalks, recreational areas, and stormwater management. The development of homes would be subject to

water and sewer connection fees and local road, park & recreation, police and fire impact fees. The project was reviewed by the Volusia County School Board and a concurrency certificate is shown in ATTACHMENT 3. The Site Plan Review Committee concludes that there are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   The applicant was required to perform a traffic impact study which followed the methodology adopted by the River to Sea Transportation Planning Organization. City staff obtained the review of a 3rd party traffic engineer who has provided comments on the traffic impact analysis. The study analysis was based on 298 residential units. The subdivision lot number was decreased to 286 through the site plan process. Table 9 of the traffic impact analysis shows the project trips as follows:

   a. Daily trips = 2,608

   b. AM peak hour trips = 185

   c. PM peak hour tips = 256

   The trip distribution map (Figure 4) show 93.24% of the trips going towards west towards U.S. Highway 1 and 6.76% going east to Old Dixie Highway. The traffic analysis concluded with the need for turning improvements on Plantation Oaks Boulevard and a proportionate fair agreement.

   The project has provided a traffic impact analysis prepared by professional engineer. City staff has contracted to have the traffic study reviewed by a traffic engineer. The RidgeHaven subdivision meets the traffic requirements of the Land Development Code.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The development philosophy of the subdivision has been discussed in this report. The subdivision design provides for several housing types, exceeds landscaping standards, provides natural areas as buffers, includes entry features, contains stormwater management ponds with fountains, and provides a coordinated architectural theme. The Site Plan Review Committee concludes the proposed development is functional in the use of space and aesthetically acceptable.

8. **The proposed development provides for the safety of occupants and visitors.**

   The overall design indicates safe movement on the site. The proposed road and access layouts conform to the dimensional standards in the Land Development Code.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The project is required to utilize a Homeowners Association (HOA), which will institute an Architectural Control Committee to review construction plans within the development. The site plan exhibits outline regulations governing the construction of buildings and landscaping on individual lots, in order to encourage aesthetics and harmony within the development.

10. **The testimony provided at public hearings**.

    The project has not been reviewed at a public hearing and no testimony has been provided. Any testimony at the Planning Board meeting would be provided in the meeting minutes for the City Commission review.

SECTION 6, RECOMMENDATION:

It is recommended that the Planning Board recommend **APPROVAL** of the preliminary plat to allow 286 residential lots on 103.45 acres and associated site improvements, located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050, subject to the approval of the issuance of the development order and resolution of the outstanding Site Plan Review Committee comments. The project is tentatively scheduled for the City Commission on May 16, 2023 (first reading) and if approved on first reading, the second reading will be on June 6, 2023 (final reading).

ATTACHMENTS

Attachment 1: Site Plan Review Committee (SPRC) comments
Attachment 2: Location, land use, and zoning maps
Attachment 3: School concurrency
Attachment 4: Preliminary Plat
Attachment 5: Site plans

ATTACHMENT 1

Site Plan Review
Committee comments

Project Name: PZ-22-061
Project Description: RidgeHaven subdivision, PRD & Preliminary Plat (298 units on 103.45 acres)
Review Comments List Date: 3/31/2023

Ref. # 164, Civil Engineer, David Allen, Cycle 3
Markup: Civil-Tailwater, Stormwater Calculations.pdf
In the review of the plans and stormwater design, it appears that the existing swale invert is well above the invert to the discharge pipe from the stormwater pond in the north east corner of the site. What is any modifications to the canal will be done to ensure the flow is not impeded.

Ref. # 171, Civil Engineer, David Allen, Cycle 3
Markup: Civil-Post Basin B, Stormwater Calculations.pdf
What is the criteria for an overflow outlet for this land-locked basin. What impacts will this design have on the parcels not part of this project.

Ref. # 198, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Pipe Systems, Hydraulic Grade Line Calculations.pdf
Identify the runs of pipe on a site plan to determine the actual location.

Ref. # 199, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Pipe Runs-2, Hydraulic Grade Line Calculations.pdf
Identify the runs on this overall plan. Identify the nodes that appear in more than one run, such as structures at 41 and 53. Show the hydraulic grade line from both runs.

Ref. # 200, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Color Code, Hydraulic Grade Line Calculations.pdf
When trying to identify the different runs, the color code on this sheet, did not match the individual runs shown on the following pages.

Ref. # 201, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Wetland, Hydraulic Grade Line Calculations.pdf
In our meeting this basin was discussed, where are the connections for any overflow from this basin to the stormwater system?

Ref. # 202, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Run #6, Hydraulic Grade Line Calculations.pdf
Please identify this run on the overall plan. I was unable to identify it.

Ref. # 203, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Run #7, Hydraulic Grade Line Calculations.pdf
Please identify this run on the overall plan. I was unable to identify it.

Ref. # 204, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Wetland Stage, Stormwater Calculations.pdf
In previous comments, this basin was noted as land-locked. Response was that there were outlets for the basin. Please indicate the stage that this wetland will reach prior to the discharge. Will this stage adversely affect the two outparcels.?
The location of the outlets appear to be on the other side of the out parcels.

Ref. # 205, Civil Engineer, David Allen, Cycle 4

Markup: Civil-Post-Tree-Pres, Stormwater Calculations.pdf
This basin appears to have multiple discharge points i.e.: north, south and east. Should this basin be divided by discharge points?

Ref. # 206, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Wetland-Post Basin 'B', Stormwater Calculations.pdf
In the predeveloped condition an irregular weir separates portions of the basin. Was this removed? If not how does this affect the surface flow to the outlet structures?

Ref. # 207, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Overall Stormwater, Stormwater Calculations.pdf
In our meeting, we requested the impacts to the adjacent and down stream properties be evaluated. Provide documentation that there will not be adverse impacts to the adjacent properties. Second, the drainage swale/ditch that will be the ultimate discharge appears to be less than adequate for the proposed flows.

Ref. # 215, Civil Engineer, David Allen, Cycle 5
Markup: Civil-Grading, C011-CIVIL.pdf
Flow arrows indicate a flow to the west and Inlet 110A. However, there are no grades to provide documentation of this flow.Provide information on the flow pattern of the non-paved portion of Cliffhaven Court. This area has no existing grades on the profile for Cliffhaven Court.
Will there be any grading in this area?

Ref. # 216, Civil Engineer, David Allen, Cycle 5
Markup: Civil Grading C-011, C011-CIVIL.pdf
The existing grades in this area indicate the flow to the west. How will the proposed inlet drain this area/
Will the two areas stage up to the elevation of the roadway?

Ref. # 217, Civil Engineer, David Allen, Cycle 5
Markup: Civil-Out parcels, C012-CIVIL.pdf
Provide additional grading information on the out parcels to ensure the safety of the parcel
Will the two areas hashed stage to a point of merging ? The western connecting point appears to be the low point at the 28 contour.
Are there any existing elevations available in these areas?

Ref. # 218, Civil Engineer, David Allen, Cycle 5
Markup: Civil-Ridgehave Ave., C012-CIVIL.pdf
Provide any existing elevations for the unpaved limits of Ridgehaven Ave. How will this profile make the connection between the two asphalt sections.?

Ref. # 219, Civil Engineer, David Allen, Cycle 5
Markup: Civil-H2O main, C017-UTILITY.pdf
It appears that this water main extension passes under the proposed structure for Lot 52. Please re-route this main into the open area to the west. keeping the minimum distance between H2O and sanitary sewer mains.
Relocate the valves associated with the tee connection.

Ref. # 220, Civil Engineer, David Allen, Cycle 5
Markup: Civil-Overall Questions on HGL Calc-Stormwater-Ponds and Basins, C013-CIVIL.pdf

Stormwater Management Questions

1. The hydraulic grade line calculations should begin with the tailwater of the peak stage for 25yr/24hr storm event.
2. The 25 year 24 hour stage of the ponds is elevation 28.52 or 28.53. The top of the inlets noted as the overflow for the large wetland in the interior of the project range anywhere from elevation 26.00 to 27.50. The hydraulic grade line for the pipe system that end at these inlets will be above the top of the inlet. Please model the wetland and provide a peak stage for this basin.
3. When evaluating the overall plan, Sheet 2, the only inlet directly connected to the interior wetland is 113A at elevation 27.50 top. Show how the other inlets, 31, 14, 28, 110A, 114A will accept flow without crossing the roadway or the outparcels.
4. The stage of the ponds, elev. 28.52 when compared to the rear yard elevations there could be water within the lots.
5. Run No. 5 ends at Inlet 113A, the HGL appears well above the top of the inlet. Even with out the flow area including the entire interior wetland.
6. Basin 110A, shows flow arrows from the east to the west. However, there are no grades to provide evidence that this is the actual flow pattern.
7. Post Development Drainage Basins Plan

a. Post-Tree-Pres basin should be split at the north-eastern corner to allow for the flow through Lakes of Pine Run to be shown verse the existing flow pattern. Post Basin C and the Addison Canal and the eastern boundary canal appear to drain to the canal in Lakes of Pine Run.
b. In Post Basin A-there are two depressions, between the tier of lots on west side of Brookhaven Trail and the lots on the east side of Ridgehaven Avenue. Do either of these depressions stage up during the major storm events? If so, what would be the peak stage and would the rear of the lots be in danger of water encroachment?
c. There does not seems to be any information available for Lake E. Provide any stage information.

8. Comment Regarding questions above- In comparing the Pre-Basins and the Post Development basins, it appears that the interior wetland previously drained through Pre-DEP-D which has now been severed by the filling of the lots.

Ref. # 231, Civil Engineer, David Allen, Cycle 5
Markup: Civil--Swale, C012-CIVIL.pdf
The swale appears to be on the adjacent property, please provide written authorization for the connection from Ridgehaven to swale. As well as permission for the flow to now proceed to the north in the swale.
Has the County been notified of the connection to the existing ditch and the change to the surface water flow?

Ref. # 188, Landscape Architect, Cara Culliver, Cycle 4
Markup: 14" Oak Missed, C004-EC.pdf
- Please add this missing 14" specimen Oak to the removal chart & calculations.

Ref. # 194, Landscape Architect, Cara Culliver, Cycle 4
Markup: Specimen Tree Chart, C048A-LANDSCP INFO.pdf
- Specimen trees removed = 89

- Specimen trees to remain = 56, please correct the chart.

Ref. # 210, Landscape Architect, Cara Culliver, Cycle 5
Markup: Missing 14" Oak, C004-EC.pdf
- See red cloud for missing 14" Oak.

Ref. # 211, Landscape Architect, Cara Culliver, Cycle 5
Markup: 14" Oak Missed, C048A-LANDSCP INFO.pdf
Please add the missing 14" specimen Oak to the removal chart, the H3 is the 15" Oak. Add letter L3 for 14" Oak.

Ref. # 212, Landscape Architect, Cara Culliver, Cycle 5
Markup: 20' Landscape Buffer Calculation, C048-TREE PLANTING.pdf
- The total buffer length is 651.05' (see plat) subtracting driveway (99.42) = 551.63' = 22 Required Trees, 221 Shrubs & 221 Ground Covers and not 500'.

Ref. # 213, Landscape Architect, Cara Culliver, Cycle 5
Markup: Buffers Along Outparcel, C048-TREE PLANTING.pdf
- Please add the (3) buffers sides along the outparcel.

Ref. # 214, Landscape Architect, Cara Culliver, Cycle 5
Markup: Changemark note #03, C048-TREE PLANTING.pdf
- Please add the (3) buffers sides along the parcel edges, see lineal footage for each side.

Ref. # 137, Planning Director, Steven Spraker, Cycle 2
Markup: Planning, ROW vacation, RW Vacation Exhibit.pdf
Please provide a sketch and legal description for the ROW to be vacated.

Ref. # 223, Utility 1, Mike Stephenson, Cycle 5
Markup: Eastern Channel Modifications?, C012-CIVIL.pdf
Please advise of any proposed construction activities on the eastern side of RidgeHaven within the existing channel. Verbally I have heard discussion regarding modifying the channel with the intent to prevent stormwater from the RidgeHaven outfall from traveling toward the existing channel serving the Village of Pine Run, but I have not seen any proposed plans to date.

Ref. # 224, Utility 1, Mike Stephenson, Cycle 5
Markup: RCP and CMP in Channel, C012-CIVIL.pdf
Please provide design documentation showcasing how the existing 36-inch CMP in the channel to west of RidgeHaven was sized and please advise how the 60-inch RCP under Plantation Oaks was sized.

Ref. # 225, Utility 1, Mike Stephenson, Cycle 5
Markup: WM Re-route, C017-UTILITY.pdf
Please revise the proposed water main routing under unit 52 to be out from under the unit and in the right of way.

Ref. # 226, Utility 1, Mike Stephenson, Cycle 5
Markup: Sizing of Channel to Outfall Point, C012-CIVIL.pdf
Please provide design documentation showcasing how the channel leading to the outfall point was sized.

Assumptions on my end: Q = (K/n) * ((A/P)^(2/3)) * S^(1/2) * A ; K = 1.49 ; n = 0.03 ; S = 0.0005 ; A = 67.3 Ft^2 ; P = 22.8 Ft. Values of A, P, and S were calculated utilizing as-built documentation of the existing channel. Utilizing these values, I calculate a theoretical max flow rate of 154 CFS for the channel leading to the outfall point.

The current stormwater report for RidgeHaven lists the peak discharge for the 25YR-24HR event as

139.69 CFS. The Plantation Oaks storwmater report lists the peak discharge for DITCH-POST in the 25YR-24HR event as 156.59 CFS. The peak discharge for RidgeHaven West will likely be somewhere around 100 CFS for the 25YR-24HR event (assumption made by me based off of acreage). All total, this suggests the channel conveying flow to the outfall would need to be able to accommodate 396.3 CFS, which is above my assumed calculations. Please advise if my assumptions have been made in error while reviewing your supplied documentation.

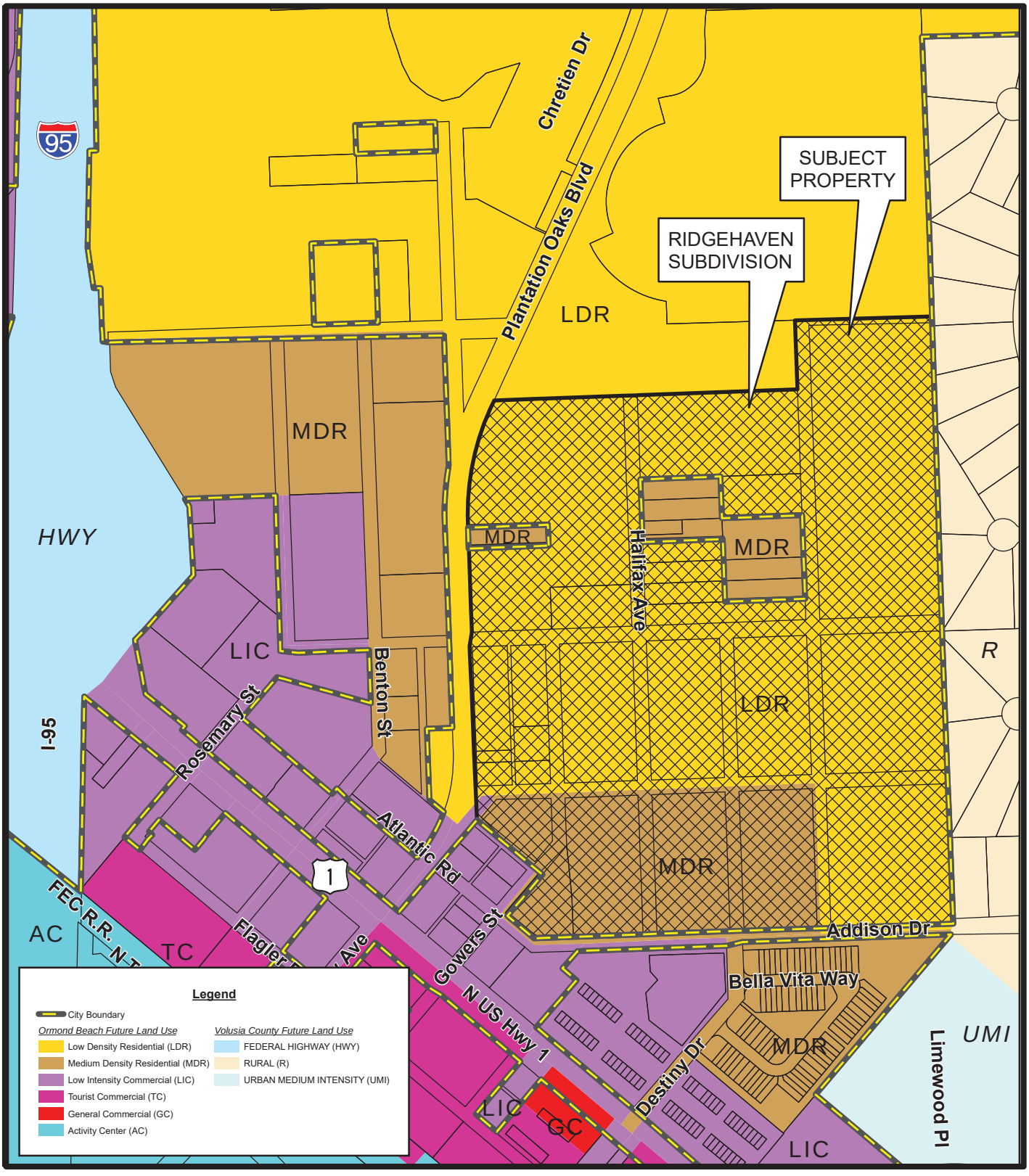
Ref. # 227, Utility 1, Mike Stephenson, Cycle 5
Markup: Sizing of RidgeHaven Discharge Channel, C012-CIVIL.pdf
Please provide design documentation showcasing how the outfall channel discharge on the northside of RidgeHaven was sized.

Assumptions on my end: Q = (K/n) * ((A/P)^(2/3)) * S^(1/2) * A ; K = 1.49 ; n = 0.030 ; S = 0.0005 ; A = 54.5 Ft^2 ; P = 26.1 Ft. Values of A, P, and S were calculated utilizing as-built documentation of the existing channel. Utilizing these values, I calculate a theoretical max flow rate of 98.9 CFS for the channel.

The current stormwater report for RidgeHaven showcases a peak discharge of 139.69 CFS for the existing channel in the 25YR-24HR event, which is above my theoretical calculations. Please advise if my assumptions have been made in error while reviewing your supplied documentation.

ATTACHMENT 2

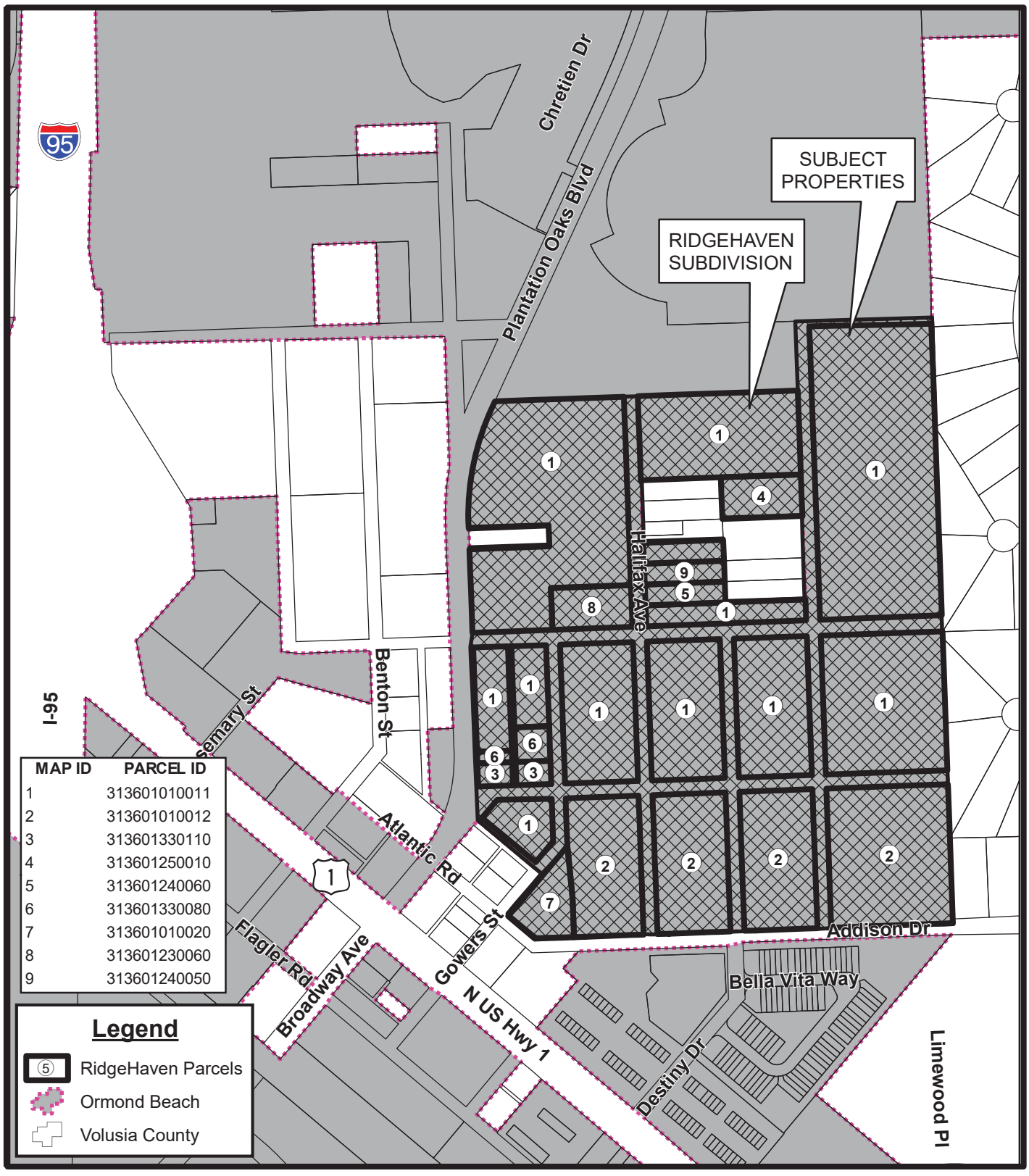
Maps of the project area



FUTURE LAND USE MAP
RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

N
W E
S
N.T.S.



PARCEL MAP
RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

N.T.S.

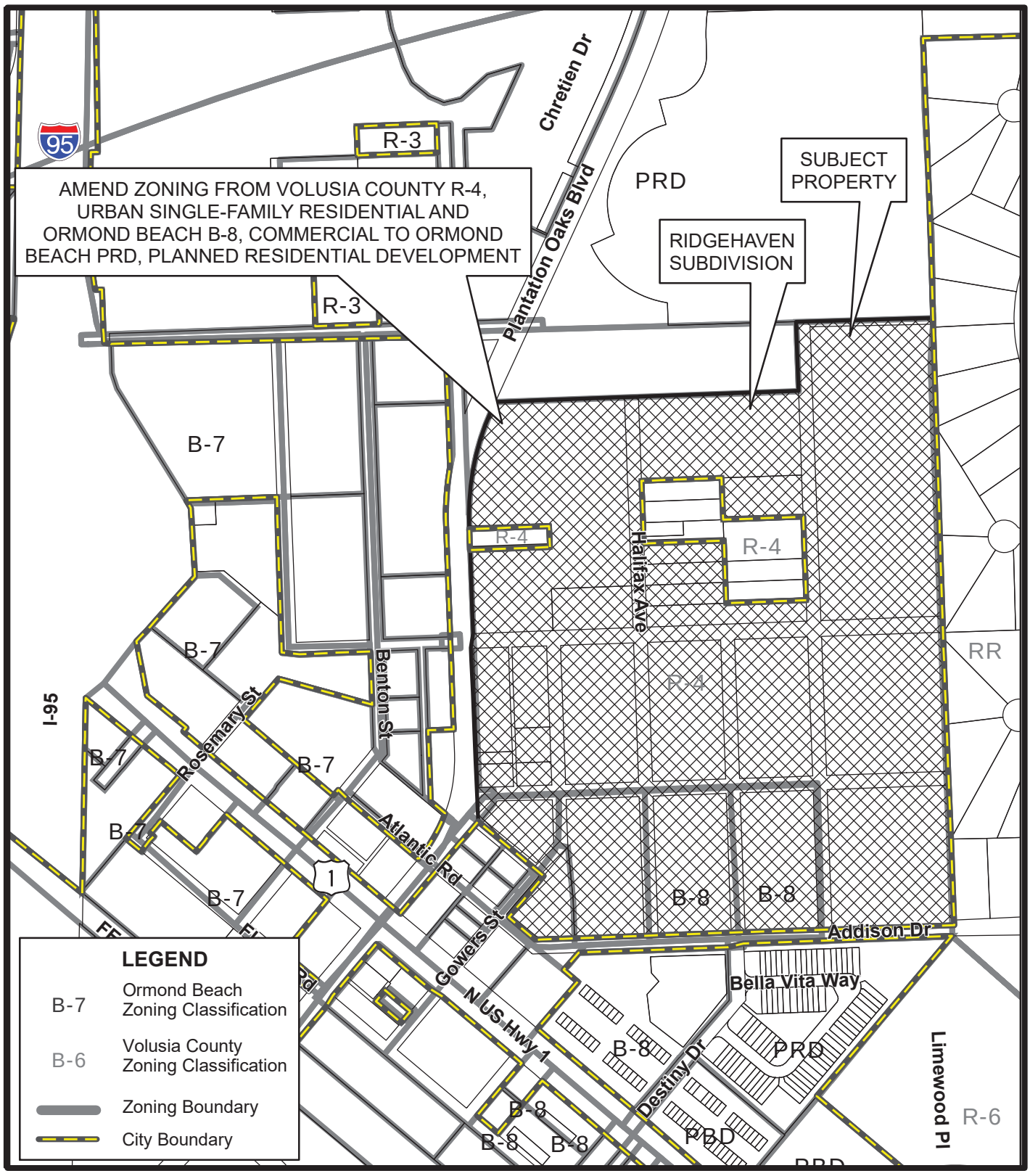


AERIAL MAP
RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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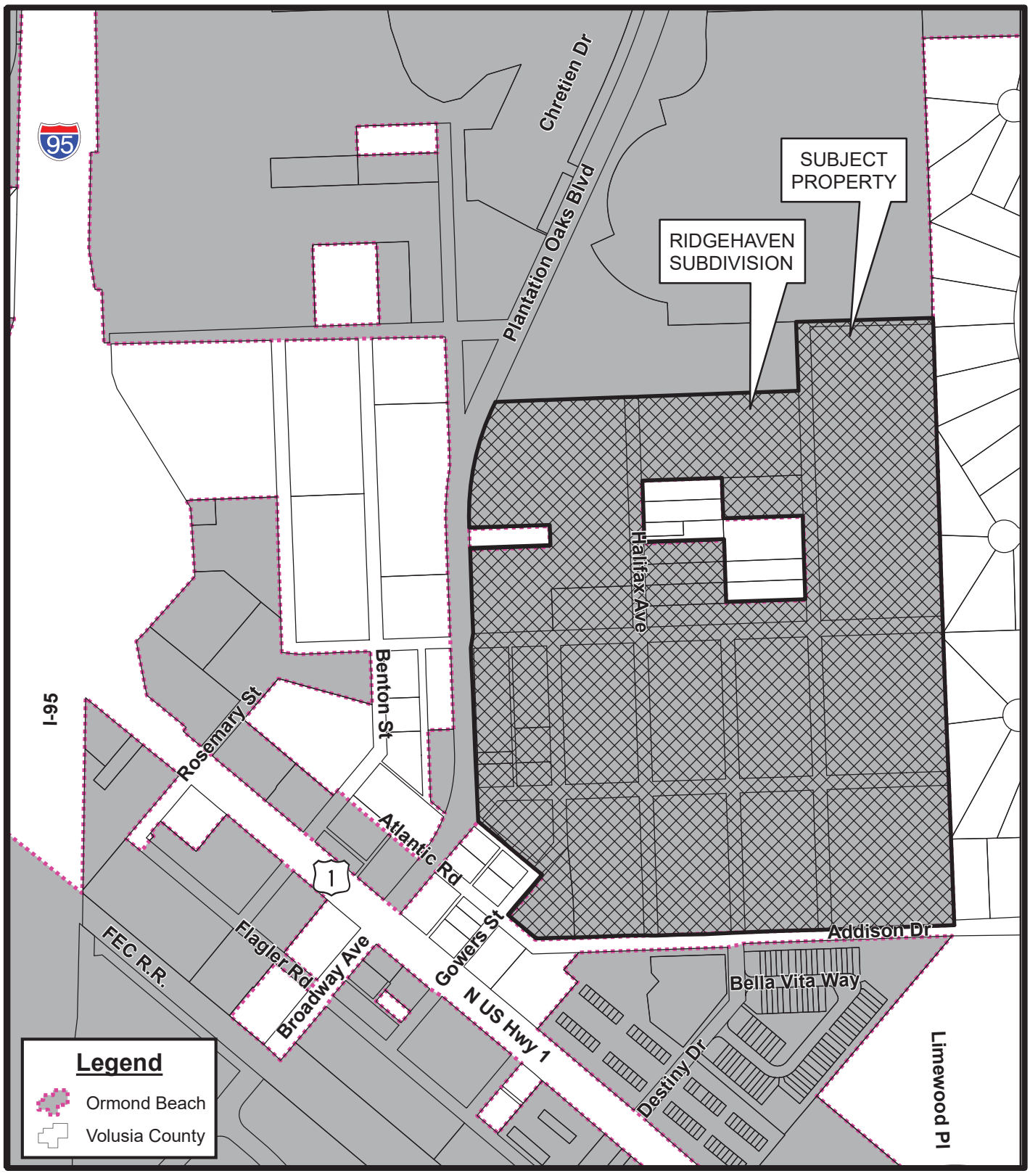
N.T.S.



ZONING MAP
RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

N.T.S.



LOCATION MAP
RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - March 15, 2023

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ATTACHMENT 3

School concurrency

VOLUSIA COUNTY SCHOOLS

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

School Adequate Capacity Determination
Finding of Adequate Capacity Letter

December 16, 2022

Mr. Parker Mynchenberg, P.E. R.L.A.
Parker Mynchenberg & Associates, Inc
1729 Ridgewood Ave
Holly Hill, FL 32117

RE : Ridgehaven – City of Ormond Beach
School Capacity Review #22-11-28-003-A

Dear Mr. Mynchenberg:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the updated information for the proposed Ridgehaven associated with 103.45+/- acres of property located at or near the intersection of N US Hwy 1 and I-95 within Ormond Beach city limits. Proposed project would provide for two hundred and two (202) single family home units and ninety-six (96) multi-family duplex units.

The district uses a county wide Student Generation Rate (SGR) of (0.273) per single family dwelling unit and (0.127) per multi-family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate sixty-nine (69) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.273	202	56
Multifamily Dwelling Unit	0.127	96	13
Manufactured Home Dwelling Unit	0.047	0	0
	Total	**298**	**69**

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

FACILITIES SERVICES
3750 OLSON DRIVE • DAYTONA BEACH, FL 32124
PHONE: (386) 947-8786 • FAX (386) 506-5056

An Equal Opportunity Employer

Table 2

Schools	SY 2022/23 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Pine Trail Elementary	690	105%	No	29
Ormond Beach Middle	989	85%	No	17
Halifax CSA (Seabreeze High)	1,679	105%	No	20
Other				3

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at the elementary and high school levels. However, the level of service (LOS) standard for elementary school concurrency is 115% and 120% for high school concurrency service areas (CSAs). Additionally, Pine Trail Elementary is included in a rezoning effort in the near term. Based on this, the school district has no objections to the proposed development plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50709.
Sincerely,

Stephanie B. Doster,
Coordinator, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director, Planning and Construction
Steven S. Spraker, Director of Planning, City of Ormond Beach
Lisa V. Divina, Volusia County School Board Project File

VOLUSIA COUNTY SCHOOLS

Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Ridgehaven
VCSB Project #	**22-11-28-003-A**
Jurisdiction Project #	
Parcel ID Numbers	3136-01-01-0011; 3136-01-01-0012; 3136-01-33-0110; 3136-01-25-0010; 3136-01-24-0060; 3136-01-33-0080; 3136-01-01-0020; 3136-01-23-0060; 3136-01-24-0050
Project Location	N US Hwy 1 and I-95
Potential Residential Units	202 Single Family Homes and 96 Multi-Family Duplex Homes
Property Owner/Applicant	Parker Mynchenberg & Associates, Inc
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is <u>not</u> being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

Stephanie B. Doster
Coordinator, Planning

December 16, 2022
Issue Date

Created: 9/2007
Owner: Facilities Services

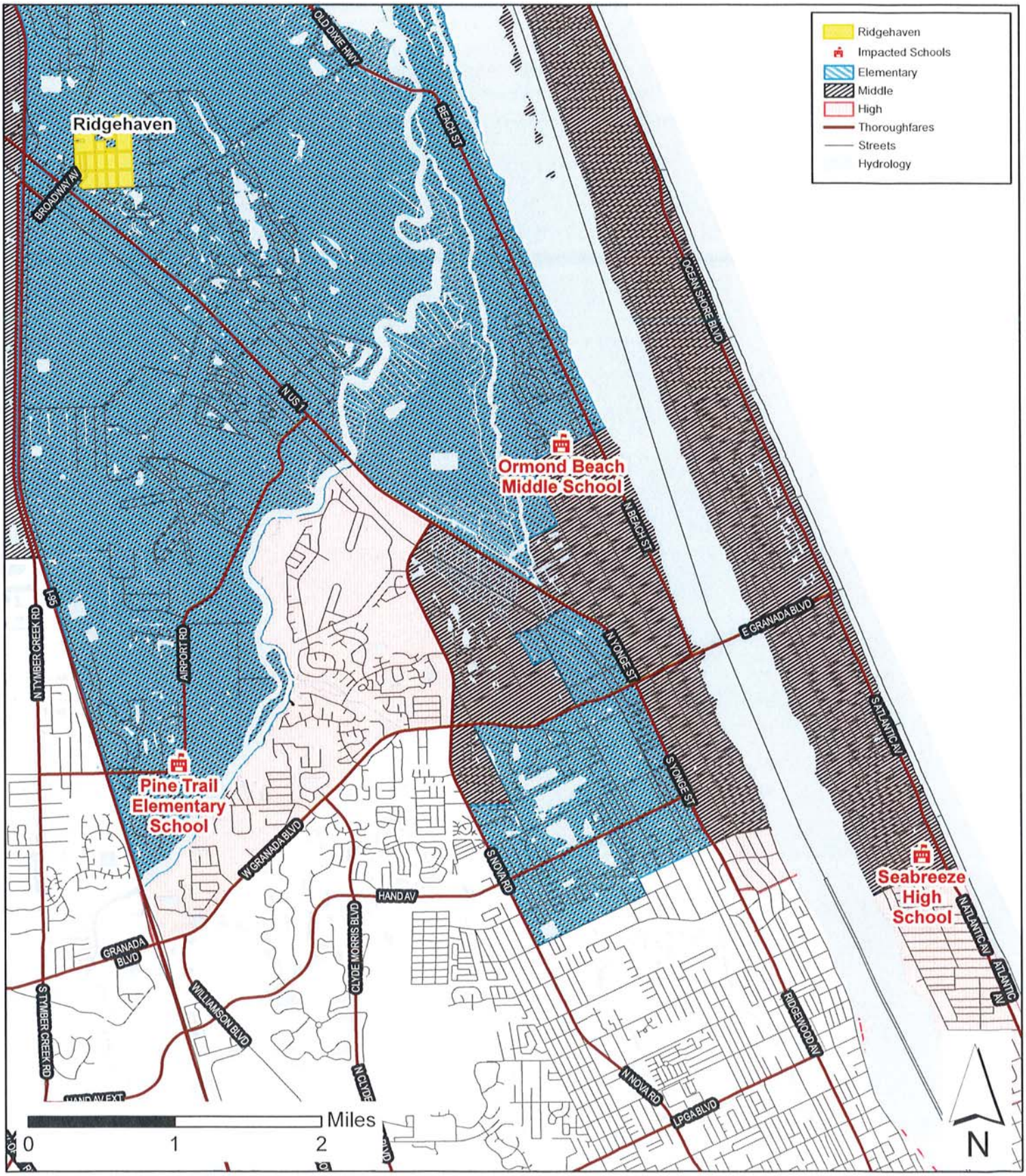
2007-073-VCS
Print Locally

VCSB Schools Impacted by Development

School Concurrency Review - Ridgehaven

VOLUSIA COUNTY SCHOOLS

Created by Facilities Services
December 2022



ATTACHMENT 4

Preliminary Plat

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

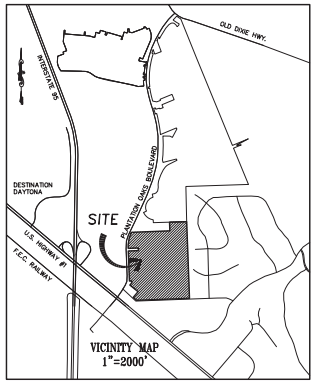
MAP BOOK:__ PAGE:__

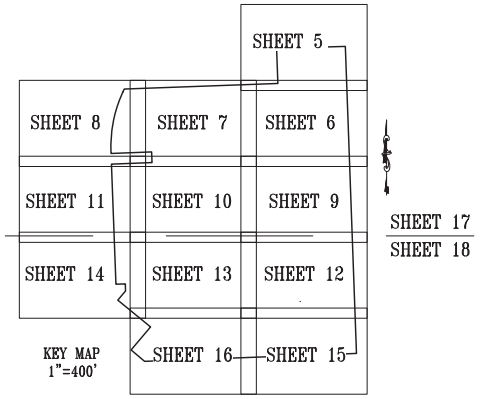
RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 23, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1804.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°49'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 149.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 426.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; SAID NON TANGENT CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 763.96 FEET, A CENTRAL ANGLE OF 18° 21'39" AND A CHORD BEARING OF N07°02'04"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 244.82 FEET TO THE POINT OF TANGENCY; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 874.48 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHEAST CORNER OF SAID LOT 3; THENCE S87°51'51"W ALONG THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO A BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY ; THENCE N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED ON MAP BOOK 59, PAGES 138–154; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE N88°19'26"E, 345.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S02°05'34"E, 361.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 25; THENCE S88°15'13"W, 345.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N02°06'23"W, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 25, BEING THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 24; THENCE S88°18'23"W, 345.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N02°07'12"W, 271.46 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.





INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3 & 4..... KEY SHEETS
SHEET 5 TO 16.... DETAIL SHEETS
SHEET 17 & 18.... TREE PRESERVATION DETAIL

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT RIDGEHAVEN LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "RIDGEHAVEN", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED.

RIDGEHAVEN AVENUE, PARKHAVEN DRIVE, BROOKHAVEN TRAIL, MILLHAVEN STREET, OAKHAVEN AVENUE, GREENHAVEN PLACE, FORESTHAVEN STREET, AND CLIFFHAVEN COURT ARE FOR THE USE OF THE PUBLIC AND ARE HEREBY DEDICATED TO THE CITY OF ORMOND BEACH.

TRACT K (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF.

TRACTS A, AND I, ARE HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, TREE PRESERVATION, AND UTILITIES.

TRACTS D, E, G, AND M, ARE HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, SIGNAGE, AND UTILITIES.

TRACT C, IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITIES.

TRACT F IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, AMENITIES, TREE PRESERVATION, DRAINAGE AND UTILITIES.

TRACT N IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PUPOSE OF COMMON AREA, DRAINAGE, AND UTILITIES.

TRACT B IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, PARK, TREE PRESERVATION, AND UTILITIES.

TRACT L IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, RECREATION, ACCESS, PARKING, TREE PRESERVATION, DRAINAGE AND UTILITIES.

TRACTS H AND J IS ARE HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, TREE PRESERVATION, DRAINAGE, AND UTILITIES.

IN WITNESS WHEREOF, RIDGEHAVEN, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____ 2022 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS _____ *RICHARD MAUGERI, MANAGER*
RIDGEHAVEN, LLC
WITNESS _____ *A FLORIDA LIMITED LIABILITY COMPANY*

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT THE FOREGOING WAS SIGNED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION ON THIS _____ DAY OF _____ 2022, BY RICHARD MAUGERI, AS MANAGER OF RIDGEHAVEN LLC, A FLORIDA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
TITLE / RANK:
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS." THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.081 OF THE FLORIDA STATUTES.

_____ SEAL
JEFF W. BARNES P.S.M. 5576
SLIGER & ASSOCIATES INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CERTIFICATE OF AUTHORIZATION LB 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FORGOING PLAT ENTITLED "TIGER OAKS, PHASE 1A" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL
_____, *DATE:* _____, *2022.*
CITY REGISTERED SURVEYOR

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2022, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2022, THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____, *MAYOR*

ATTEST: _____, *CITY CLERK*

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2022.

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

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2022, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

SHEET 1 OF 18

RIDGEHAVEN

MAP BOOK:__ PAGE:__

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EASTERLY LINE OF THE REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGE 250 THROUGH 253, AND THE EAST LINE OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BEARING S02°04'17"E.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED
AS FOLLOWS: 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. △ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED).

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR RIDGEHAVEN HOMEOWNERS' ASSOCIATION INC., RECORDED IN O.R. BOOK _____, PAGES _____ – _____, AND TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIDGEHAVEN RECORDED IN O.R. BOOK _____, PAGES _____ – _____, BOTH IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

7. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

9. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

10. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. [REPEAT]

11. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR _____, RESOLUTION NO. _____, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK _____, PAGE _____, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

12. ALL UTILITY, ACCESS, AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

13. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC.

14. PORTIONS OF TRACTS A, B, C, I, L, M, F AND O, AS SHOWN HEREON ARE HERBY SUBJECT TO TREE PRESERVATION EASEMENTS IN FAVOR OF THE CITY OF ORMOND BEACH, FLORIDA.

15. ALL PONDS, STORM EASEMENTS AND ASSOCIATED DRAINAGE FACILITIES ARE HERBY SUBJECT TO AN EMERGENCY ACCESS EASEMENT FOR THE PURPOSE OF EMERGENCY MAINTENANCE.

RIDGEHAVEN RPUD LOT REQUIREMENTS:

1. SINGLE FAMILY (50'x110' MIN)

MINIMUM LOT SIZE = 5,500 SF
TOTAL NUMBER OF 50'x110' MIN LOTS = 136
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....10'
SIDE.....5'
REAR.....20'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

2. SINGLE FAMILY (75'x120' MIN)

MINIMUM LOT SIZE = 9,000 SF
TOTAL NUMBER OF 75'x120' MIN LOTS = 66
MINIMUM FLOOR AREA = 1,500 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....7.5'
REAR.....20'
REAR (LOTS 233-254).....10'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....7.5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

3. DUPLEX (35'x110' MIN)

MINIMUM LOT SIZE = 3,850 SF
TOTAL NUMBER OF 35'x110' MIN LOTS = 84
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....5'/0' COMMON WALL)
REAR.....10'
WATERFRONT.....10'

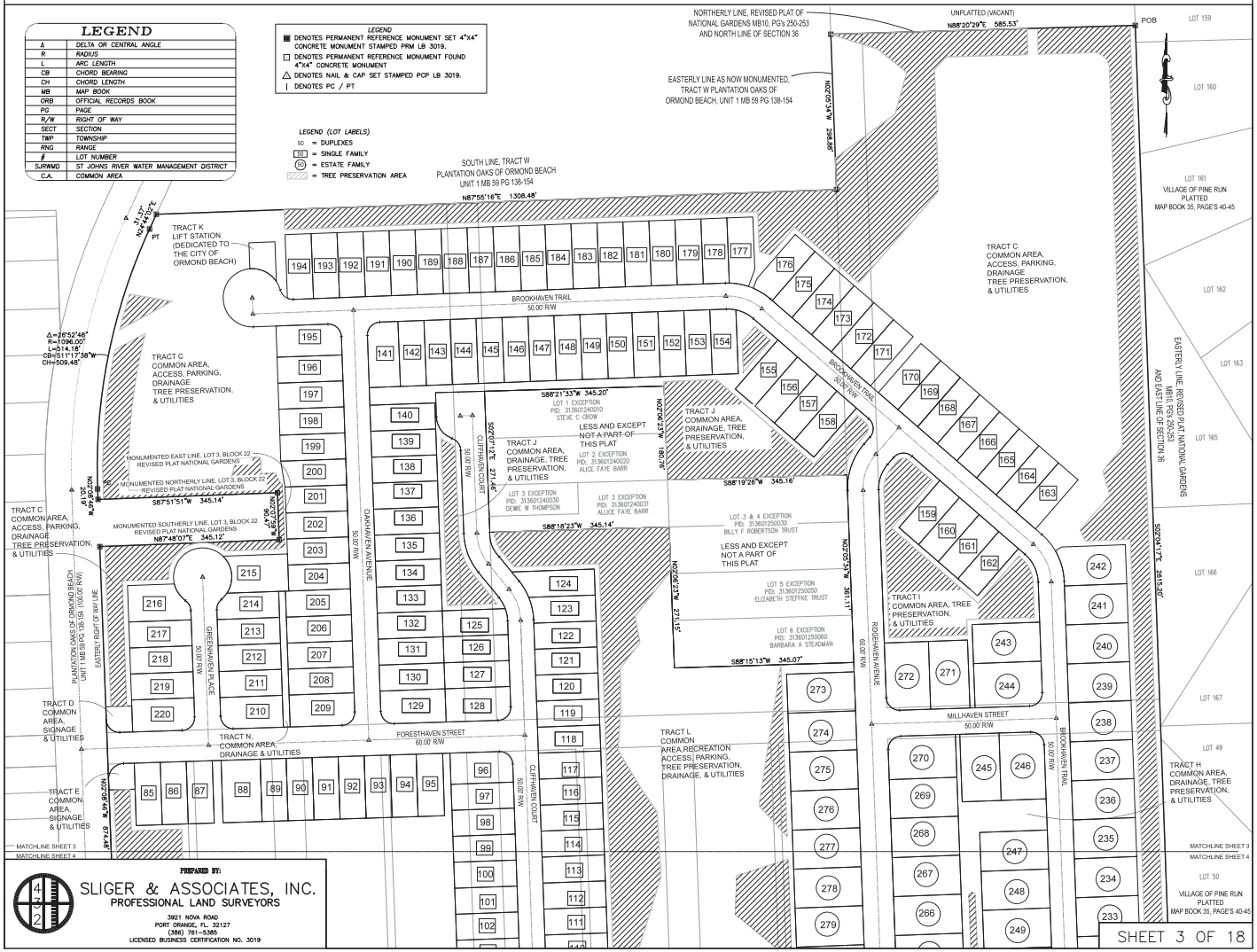
PREPARED BY:
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PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761–5365
LICENSED BUSINESS CERTIFICATION NO. 3019

RIDGEHAVEN

MAP BOOK:__ PAGE:__

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft



PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
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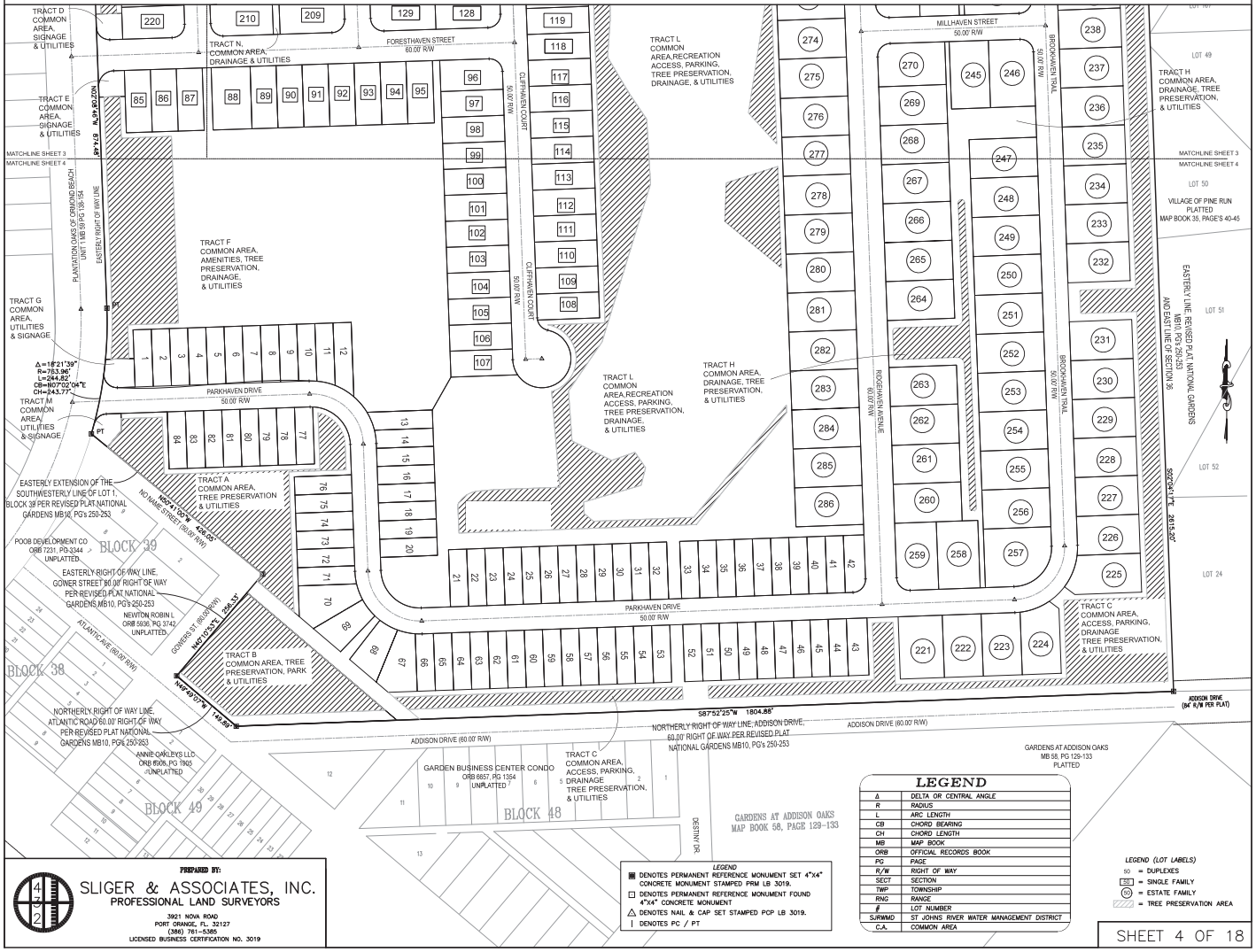
SHEET 3 OF 18

RIDGEHAVEN

MAP BOOK:__ PAGE:__

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft



LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- (85) = SINGLE FAMILY
- (90) = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA

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SHEET 4 OF 18

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

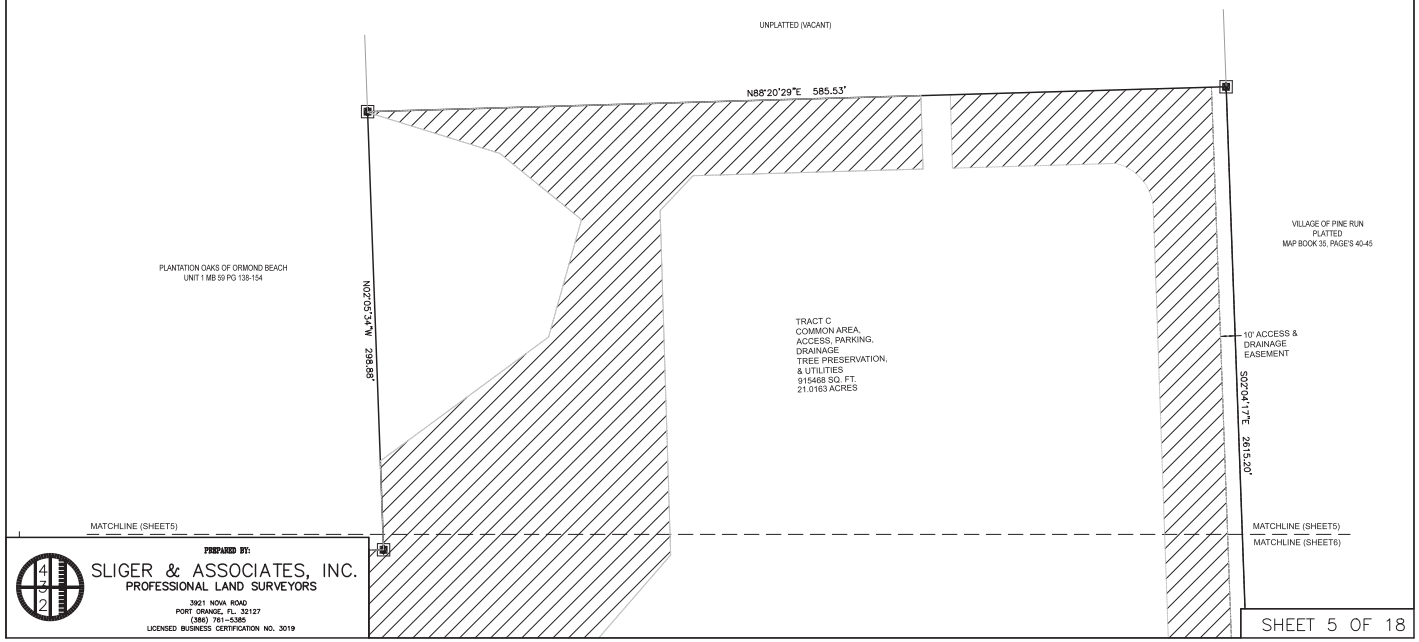
MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
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▨ = TREE PRESERVATION AREA



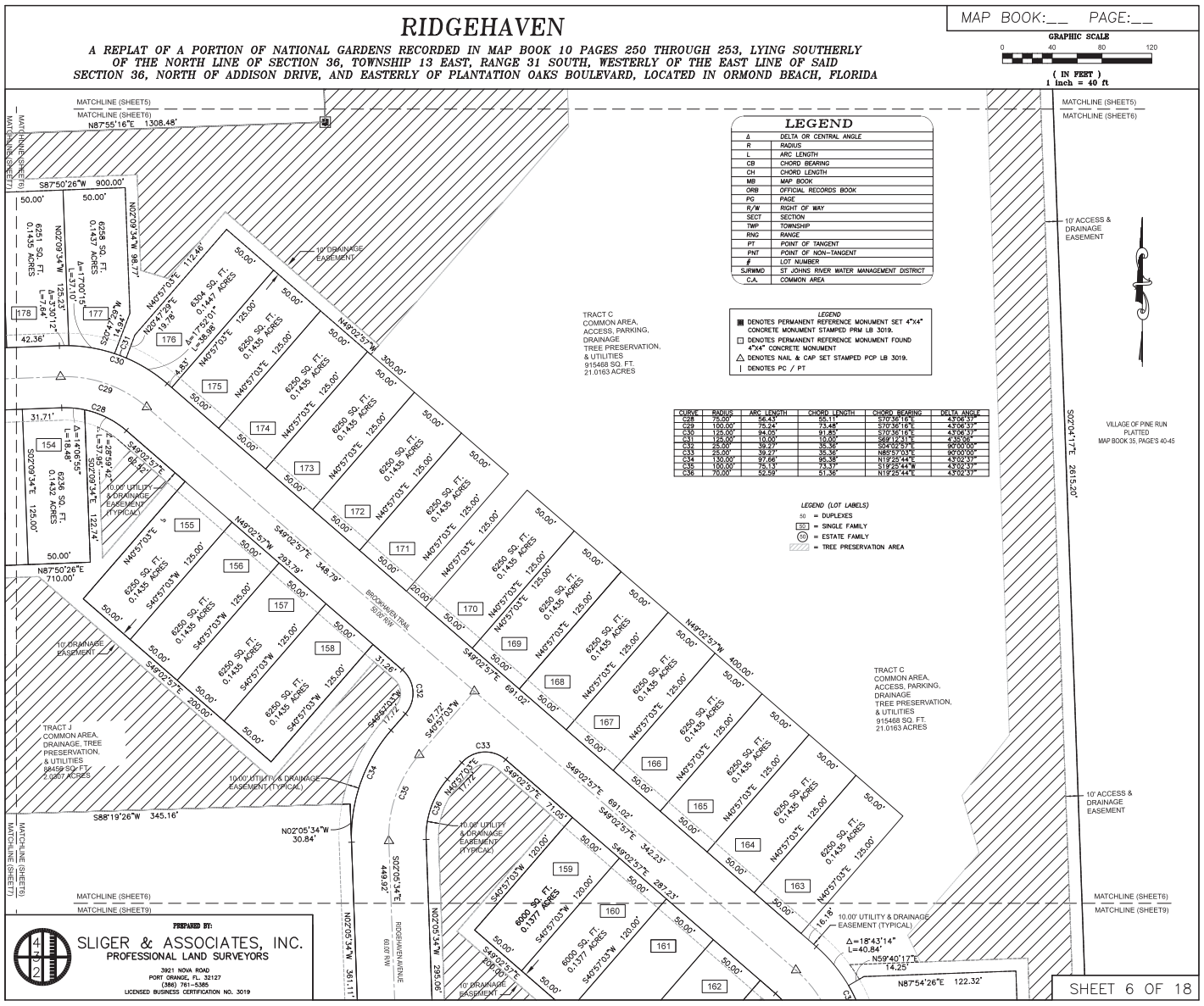
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MAP BOOK:__ PAGE:__



RIDGEHAVEN

MAP BOOK:___ PAGE:___

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GRAPHIC SCALE
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(IN FEET)
1 inch = 40 ft



LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
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RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND (LOT LABELS)
50 = DUPLEXES
(50) = SINGLE FAMILY
(50) = ESTATE FAMILY
= TREE PRESERVATION AREA

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| DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C15	125.00'	80.72'	79.32'	N20°37'10"E	36°59'56"
C16	100.00'	64.58'	63.46'	S20°37'10"E	36°59'56"
C17	75.00'	48.43'	47.59'	S20°37'10"E	36°59'56"
C18	25.00'	40.21'	35.98'	N39°48'12"E	92°08'00"
C19	49.00'	54.64'	51.85'	N38°33'47"W	63°53'10"
C20	25.00'	39.32'	35.39'	N47°25'53"W	90°07'23"
C21	25.00'	39.22'	35.32'	N42°54'07"E	89°52.37"
C22	56.00'	250.63'	88.00'	N38°03'26"E	256°26'09"
C23	25.00'	33.35'	30.83'	S53°56'54"E	76°26'09"
C24	56.11'	59.26'	56.54'	S64°18'56"E	60°30'27"
C25	56.00'	17.80'	17.80'	S24°50'43"E	18°13'00"
C26	25.00'	21.78'	21.10'	S40°41'01"E	49°54'57"
C27	25.00'	11.57'	11.47'	S78°54'02"E	26°31'05"

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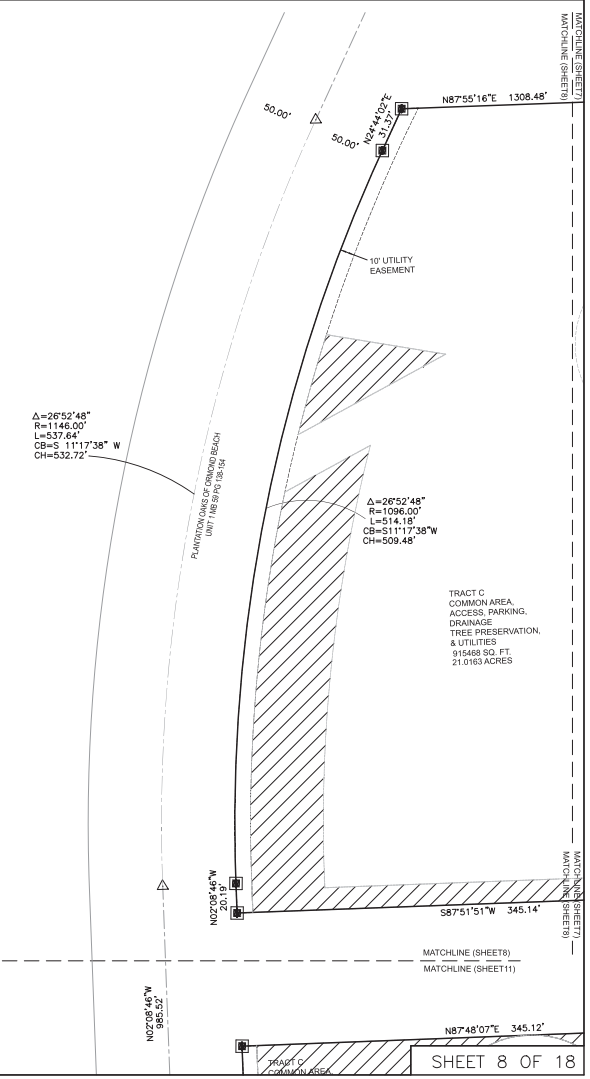
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1 inch = 40 ft

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LEGEND (LOT LABELS)
- 50 = DUPLEXES
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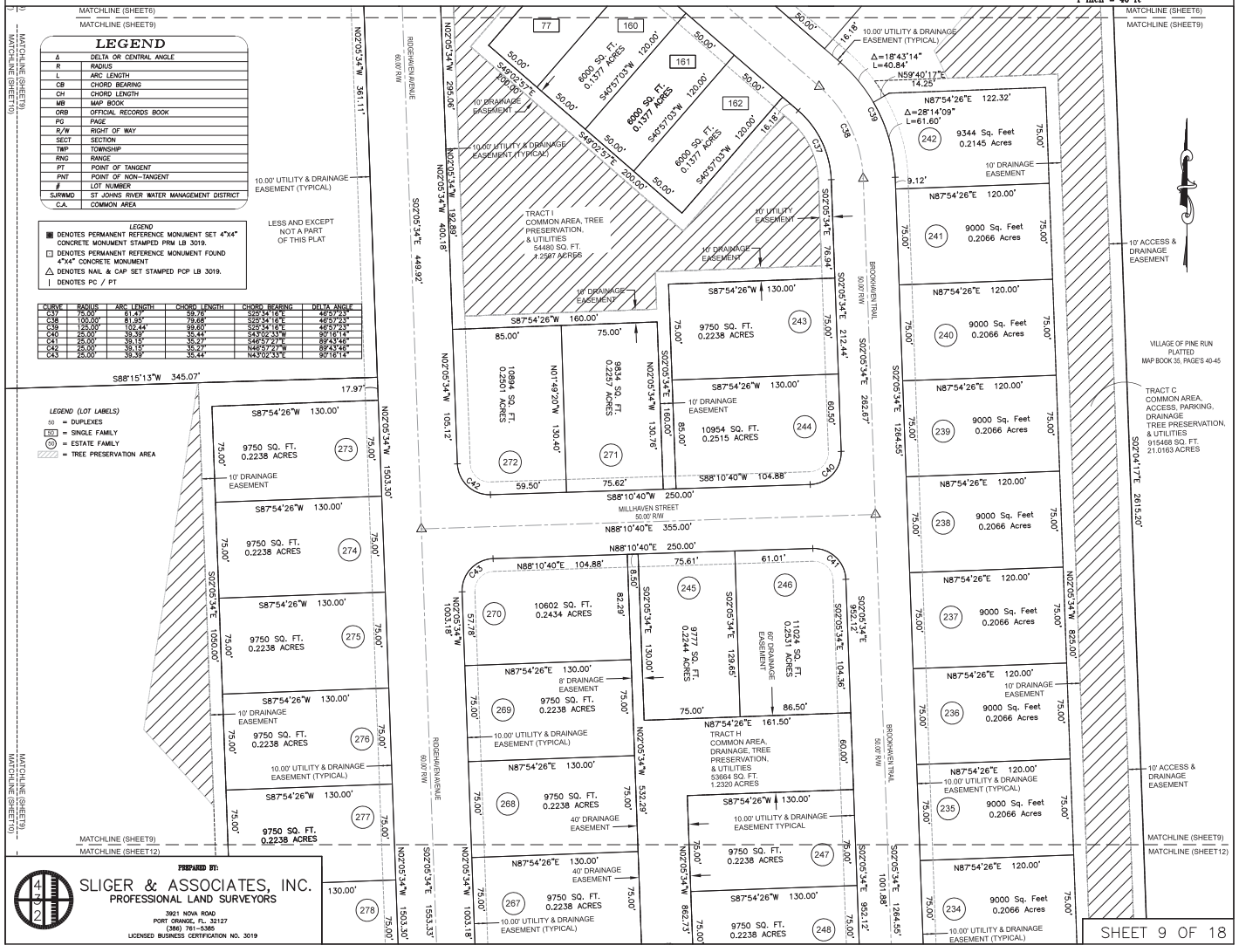
SHEET 8 OF 18

RIDGEHAVEN

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GRAPHIC SCALE
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(IN FEET)
1 inch = 40 ft



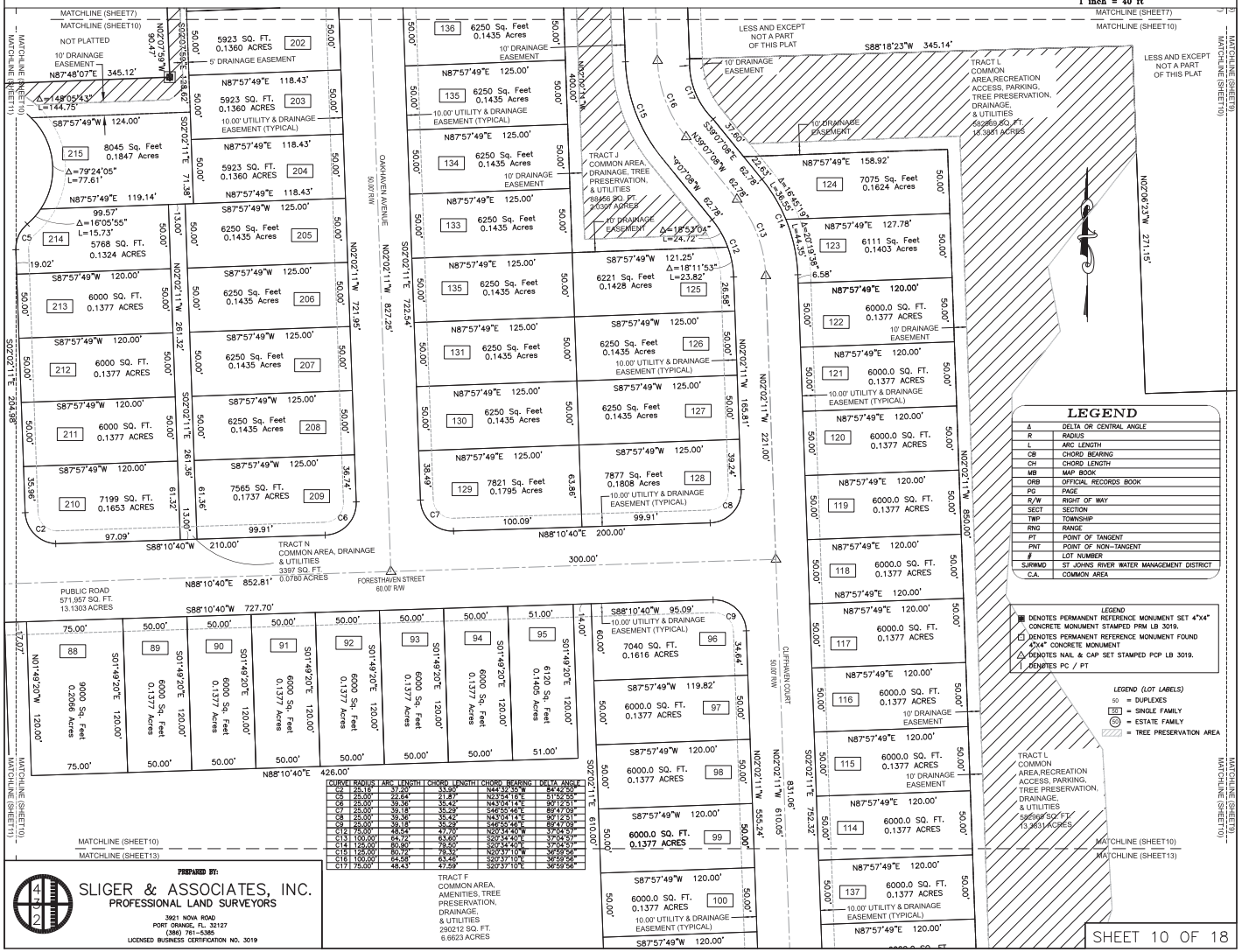
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GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



CURVE	RADIUS	ARC LENGTH	CHORD	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C2	25.16'	37.20'	33.90'	N44°32'35"W	84°42'59"
C5	25.00'	22.64'	21.87'	N23°54'16"E	51°52'55"
C6	25.00'	39.36'	35.42'	N43°04'14"E	90°12'51"
C7	25.00'	39.18'	35.29'	S46°55'46"E	89°47'09"
C8	25.00'	39.36'	35.42'	N43°04'14"E	90°12'51"
C9	25.00'	39.18'	35.29'	S46°55'46"E	89°47'09"
C12	75.00'	48.54'	47.70'	N29°39'40"W	37°04'47"
C13	100.00'	64.72'	63.60'	S29°39'40"E	37°04'47"
C14	125.00'	80.90'	79.50'	S29°39'40"E	37°04'47"
C15	125.00'	80.75'	79.32'	N20°37'10"W	36°59'56"
C16	100.00'	64.58'	63.48'	S20°37'10"E	36°59'56"
C17	75.00'	48.43'	47.59'	S20°37'10"E	36°59'56"

LEGEND

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R	RADIUS
L	ARC LENGTH
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CH	CHORD LENGTH
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SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

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LEGEND (LOT LABELS)
50 = DUPLEXES
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50 = ESTATE FAMILY
▨ = TREE PRESERVATION AREA

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SHEET 10 OF 18

RIDGEHAVEN

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MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

MATCHLINE (SHEET8)
MATCHLINE (SHEET11)

LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
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CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.36'	35.42'	N43°04'14"E	90°13'51"
C3	25.00'	22.64'	21.87'	S27°58'39"E	51°52'55"
C4	56.00'	277.35'	69.14'	S87°57'49"W	283°45'50"
C5	25.00'	22.64'	21.87'	N23°54'16"E	51°52'55"
C53	25.00'	39.13'	35.26'	N46°59'02"W	89°40'33"
C54	30.00'	47.29'	42.55'	N43°00'57"E	90°19'26"

LEGEND (LOT LABELS)
50 = DUPLEXES
50 = SINGLE FAMILY
50 = ESTATE FAMILY
▨ = TREE PRESERVATION AREA

N87°48'07"E 345.12'
TRACT C COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION & UTILITIES 95,495 SQ. FT. 2.1923 ACRES
Δ=148°05'43" L=144.75'
10' DRAINAGE EASEMENT
10' UTILITY EASEMENT
N87°57'49"E 90.17'
Δ=40°10'08" L=39.26'
7611 SQ. FT. 0.1747 ACRES 216
10' DRAINAGE EASEMENT
S87°57'49"W 120.00'
6000 SQ. FT. 0.1377 ACRES 217
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
6000 SQ. FT. 0.1377 ACRES 218
6000 SQ. FT. 0.1377 ACRES 219
2388 SQ. FT. 0.0547 ACRES
7285 SQ. FT. 0.1672 ACRES 220
TRACT D COMMON AREA, SIGNAGE & UTILITIES
N88°10'40"E 119.91'
244.80'
N88°10'40"E 852.81'
FORESTHAVEN STREET 60.00' R/W
S88°10'40"W 727.70'
TRACT E COMMON AREA, SIGNAGE & UTILITIES
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
85 86 87
6000.0 SQ. FT. 0.1377 ACRES
2331 SQ. FT. 0.0535 ACRES
10' DRAINAGE EASEMENT
N88°10'40"E 150.00'
GREENHAVEN PLACE 50.00' R/W
PLANTATION OAKS BOULEVARD PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
N02°08'46"W 985.52' 499.00'
N02°08'46"W 308.24'
S02°02'11"E 231.61'
N02°02'11"W 204.61'
S02°02'11"E 204.38'
N02°02'11"W 323.62'
N02°08'46"W 874.48'
N02°08'46"W 985.52' 486.52'
MATCHLINE (SHEET10)
MATCHLINE (SHEET14)

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SHEET 11 OF 18

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MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
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PT	POINT OF TANGENT
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#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

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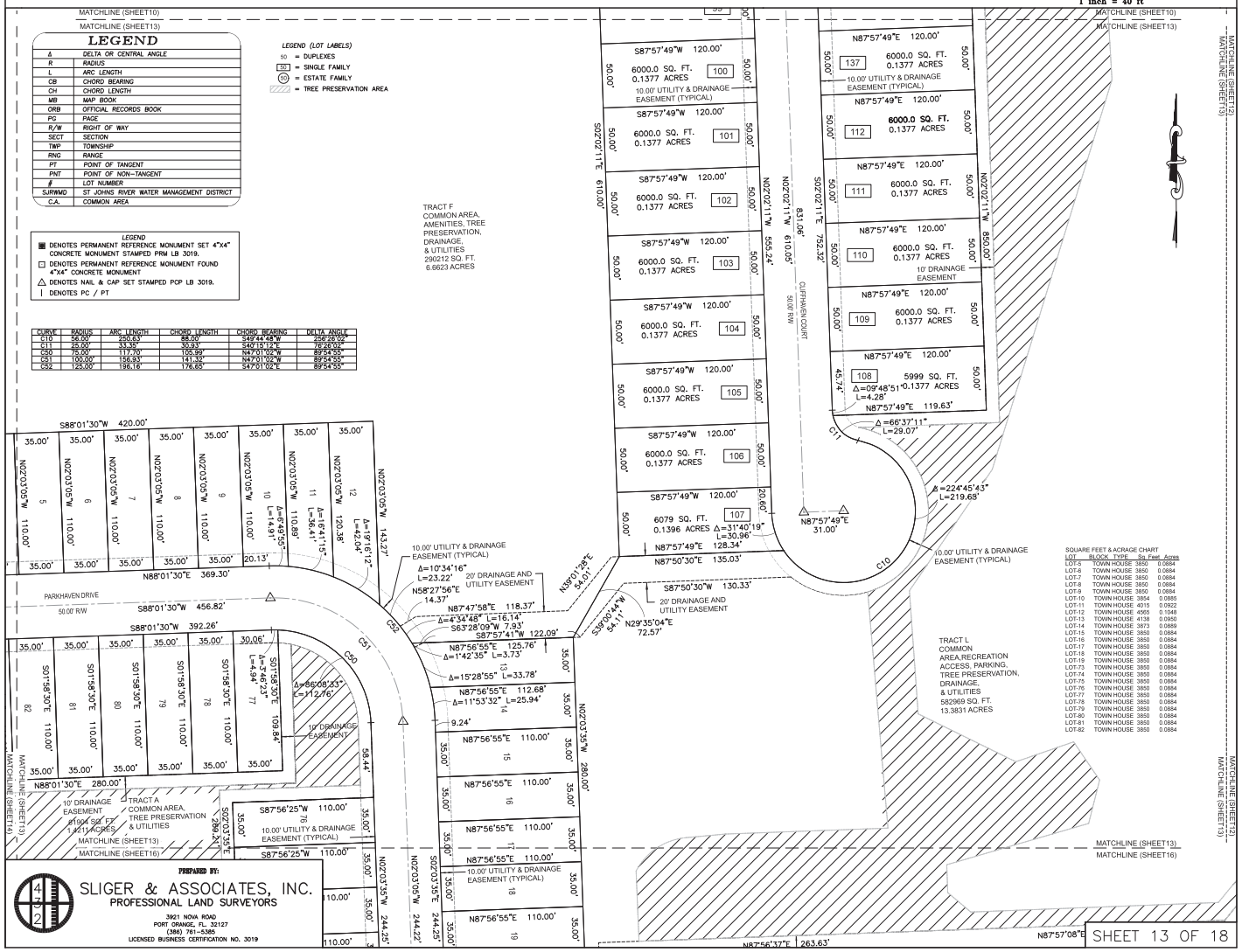
SHEET 12 OF 18

RIDGEHAVEN

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GRAPHIC SCALE
0 40 80 120
(IN FEET)
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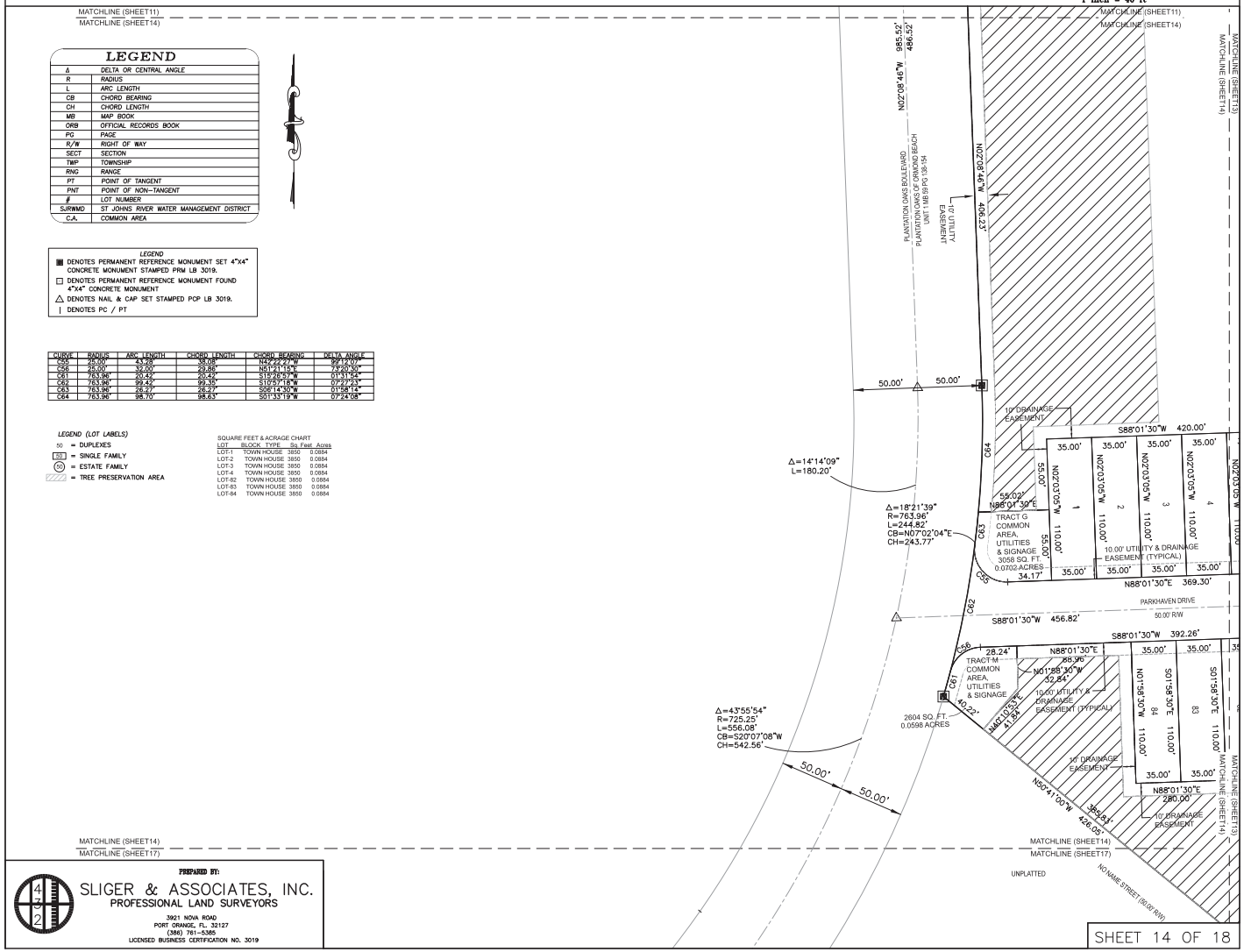
SHEET 13 OF 18

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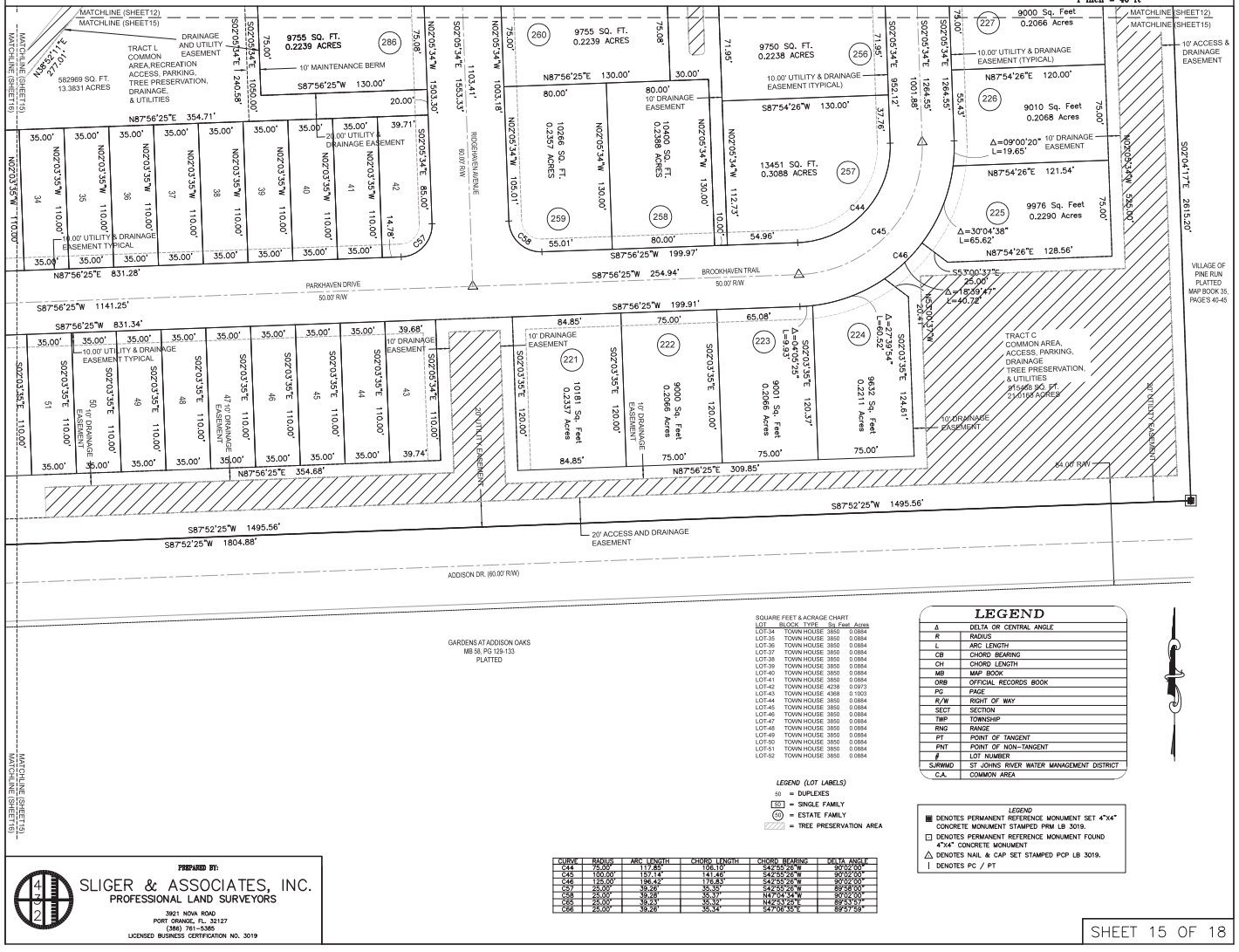
SHEET 14 OF 18

RIDGEHAVEN

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GRAPHIC SCALE
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SQUARE FEET & ACRAGE CHART

LOT	BLOCK TYPE	Sq. Feet	Acres
LOT-34	TOWN HOUSE	3850	0.0884
LOT-35	TOWN HOUSE	3850	0.0884
LOT-36	TOWN HOUSE	3850	0.0884
LOT-37	TOWN HOUSE	3850	0.0884
LOT-38	TOWN HOUSE	3850	0.0884
LOT-39	TOWN HOUSE	3850	0.0884
LOT-40	TOWN HOUSE	3850	0.0884
LOT-41	TOWN HOUSE	3850	0.0884
LOT-42	TOWN HOUSE	4238	0.0973
LOT-43	TOWN HOUSE	4368	0.1003
LOT-44	TOWN HOUSE	3850	0.0884
LOT-45	TOWN HOUSE	3850	0.0884
LOT-46	TOWN HOUSE	3850	0.0884
LOT-47	TOWN HOUSE	3850	0.0884
LOT-48	TOWN HOUSE	3850	0.0884
LOT-49	TOWN HOUSE	3850	0.0884
LOT-50	TOWN HOUSE	3850	0.0884
LOT-51	TOWN HOUSE	3850	0.0884
LOT-52	TOWN HOUSE	3850	0.0884

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▨ = TREE PRESERVATION AREA

LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
□ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
△ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
| DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C44	75.00'	117.85'	106.10'	S42°56'26"W	90°02'00"
C45	100.00'	157.14'	141.46'	S42°55'26"W	90°02'00"
C46	125.00'	196.42'	176.83'	S42°55'26"W	90°02'00"
C57	25.00'	39.28'	35.35'	S42°55'26"W	89°58'00"
C58	50.00'	39.28'	38.27'	N47°04'34"W	90°02'00"
C65	25.00'	39.27'	35.35'	N42°53'25"E	89°59'51"
C66	25.00'	39.28'	35.34'	S47°06'35"E	89°57'59"

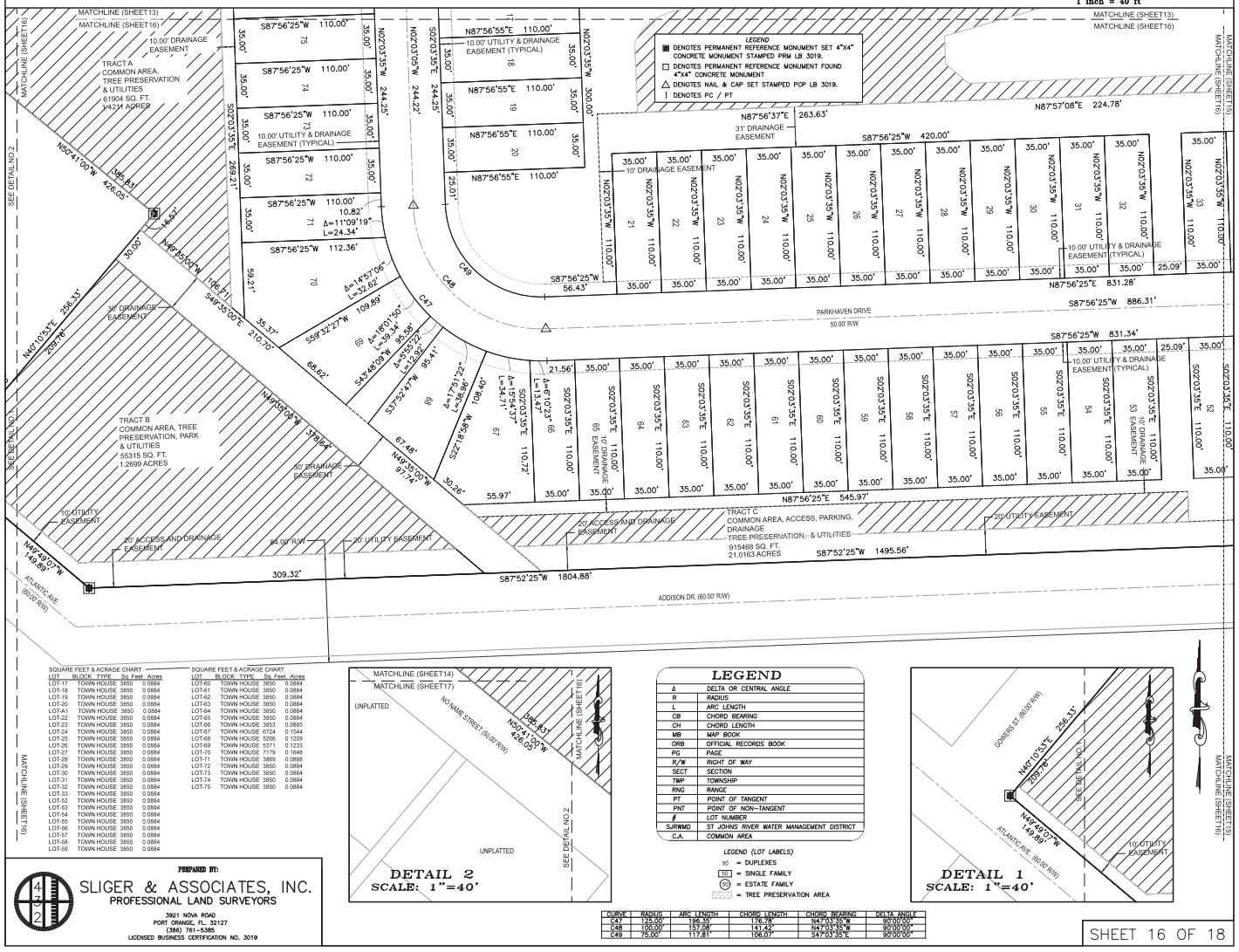
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019
PREPARED BY:

RIDGEHAVEN

MAP BOOK:__ PAGE:__

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



SQUARE FEET & ACREAGE CHART			
LOT	BLOCK TYPE	Sq. Feet	Acres
LOT-17	TOWN HOUSE 3850	0.0884	
LOT-18	TOWN HOUSE 3850	0.0884	
LOT-19	TOWN HOUSE 3850	0.0884	
LOT-20	TOWN HOUSE 3850	0.0884	
LOT-A1	TOWN HOUSE 3850	0.0884	
LOT-22	TOWN HOUSE 3850	0.0884	
LOT-23	TOWN HOUSE 3850	0.0884	
LOT-24	TOWN HOUSE 3850	0.0884	
LOT-25	TOWN HOUSE 3850	0.0884	
LOT-26	TOWN HOUSE 3850	0.0884	
LOT-27	TOWN HOUSE 3850	0.0884	
LOT-28	TOWN HOUSE 3850	0.0884	
LOT-29	TOWN HOUSE 3850	0.0884	
LOT-30	TOWN HOUSE 3850	0.0884	
LOT-31	TOWN HOUSE 3850	0.0884	
LOT-32	TOWN HOUSE 3850	0.0884	
LOT-33	TOWN HOUSE 3850	0.0884	
LOT-52	TOWN HOUSE 3850	0.0884	
LOT-53	TOWN HOUSE 3850	0.0884	
LOT-54	TOWN HOUSE 3850	0.0884	
LOT-55	TOWN HOUSE 3850	0.0884	
LOT-56	TOWN HOUSE 3850	0.0884	
LOT-57	TOWN HOUSE 3850	0.0884	
LOT-58	TOWN HOUSE 3850	0.0884	
LOT-59	TOWN HOUSE 3850	0.0884	

SQUARE FEET & ACREAGE CHART			
LOT	BLOCK TYPE	Sq. Feet	Acres
LOT-60	TOWN HOUSE 3850	0.0884	
LOT-61	TOWN HOUSE 3850	0.0884	
LOT-62	TOWN HOUSE 3850	0.0884	
LOT-63	TOWN HOUSE 3850	0.0884	
LOT-64	TOWN HOUSE 3850	0.0884	
LOT-65	TOWN HOUSE 3850	0.0884	
LOT-66	TOWN HOUSE 3853	0.0885	
LOT-67	TOWN HOUSE 6724	0.1544	
LOT-68	TOWN HOUSE 5266	0.1209	
LOT-69	TOWN HOUSE 5371	0.1233	
LOT-70	TOWN HOUSE 7179	0.1648	
LOT-71	TOWN HOUSE 3869	0.0888	
LOT-72	TOWN HOUSE 3850	0.0884	
LOT-73	TOWN HOUSE 3850	0.0884	
LOT-74	TOWN HOUSE 3850	0.0884	
LOT-75	TOWN HOUSE 3850	0.0884	

LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
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#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND (LOT LABELS)
50 = DUPLEXES
(30) = SINGLE FAMILY
(90) = ESTATE FAMILY
= TREE PRESERVATION AREA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C47	125.00'	196.35'	176.78'	N47°03'35"W	90°00'00"
C48	100.00'	157.08'	141.42'	N47°03'35"W	90°00'00"
C49	75.00'	117.81'	106.07'	S47°03'35"E	90°00'00"

DETAIL 2
SCALE: 1"=40'

DETAIL 1
SCALE: 1"=40'

PREPARED BY:
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SHEET 16 OF 18

RIDGEHAVEN

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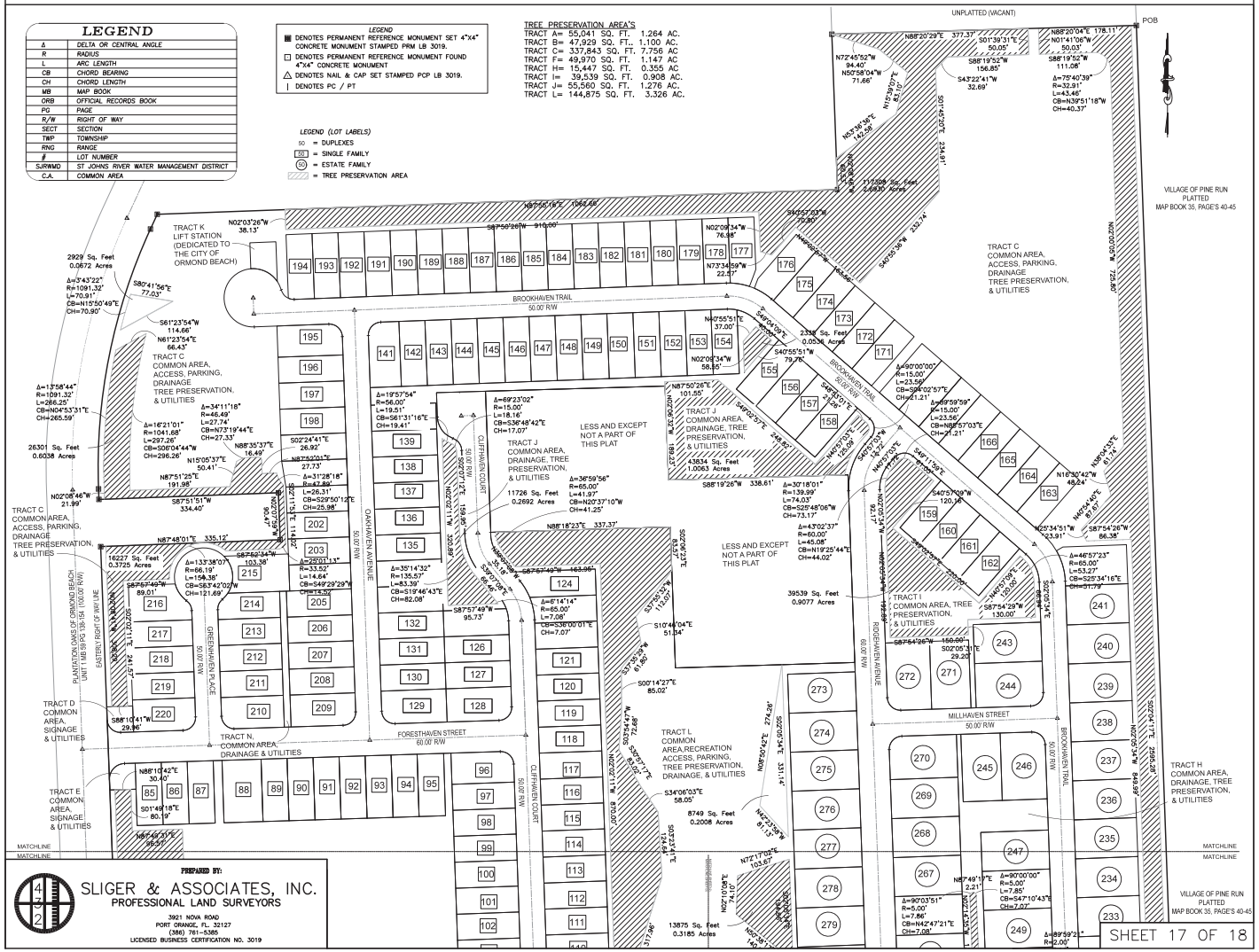
GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
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LEGEND
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LEGEND (LOT LABELS)
50 = DUPLEXES
(50) = SINGLE FAMILY
(E) = ESTATE FAMILY
▨ = TREE PRESERVATION AREA

TREE PRESERVATION AREA'S
TRACT A= 55,041 SQ. FT. 1.264 AC.
TRACT B= 47,929 SQ. FT.. 1.100 AC.
TRACT C= 337,843 SQ. FT. 7.756 AC
TRACT F= 49,970 SQ. FT. 1.147 AC
TRACT H= 15,447 SQ. FT. 0.355 AC
TRACT I= 39,539 SQ. FT. 0.908 AC.
TRACT J= 55,560 SQ. FT. 1.276 AC.
TRACT L= 144,875 SQ. FT. 3.326 AC.



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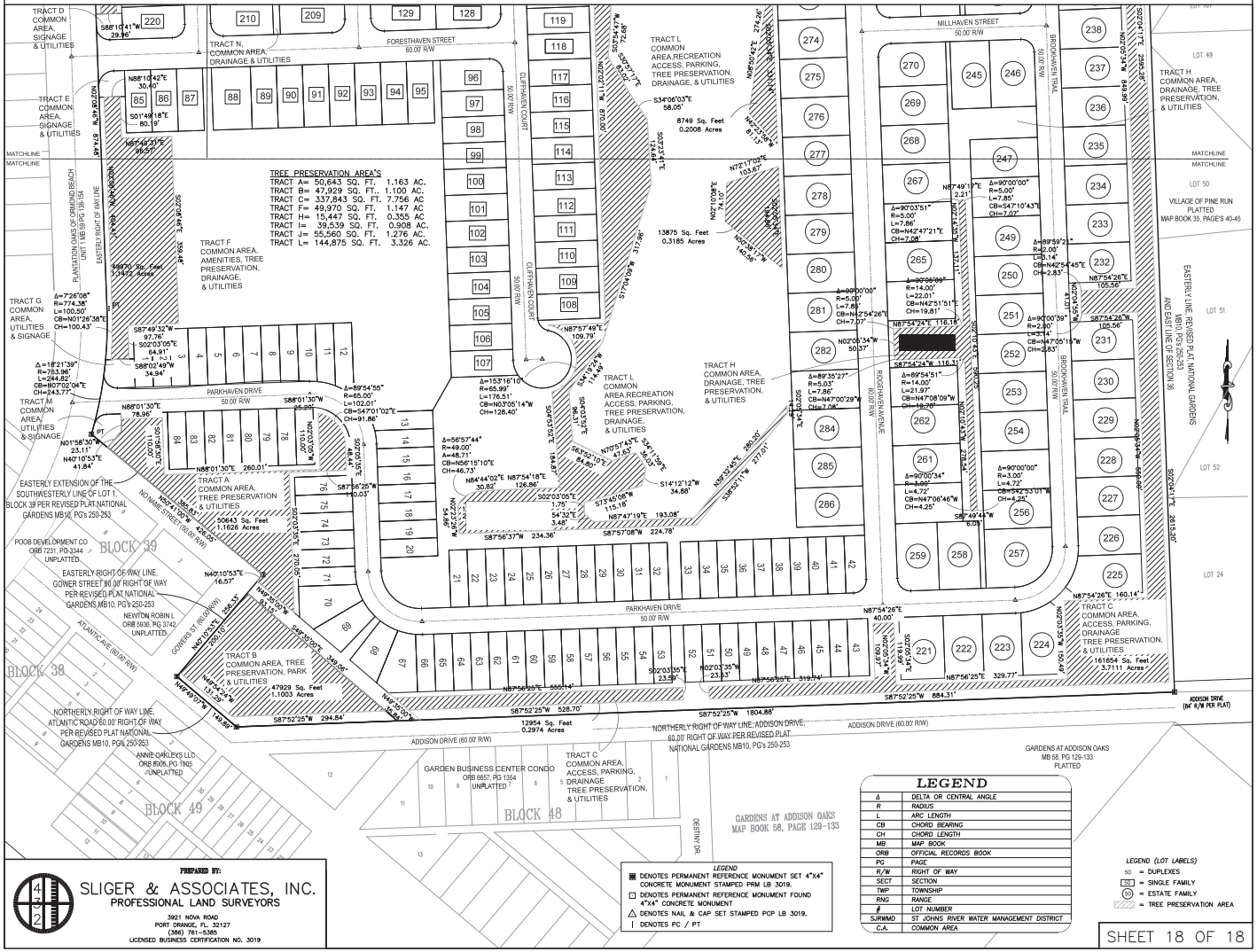
SHEET 17 OF 18

RIDGEHAVEN

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GRAPHIC SCALE
0 100 200 300
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1 inch = 100 ft



LEGEND

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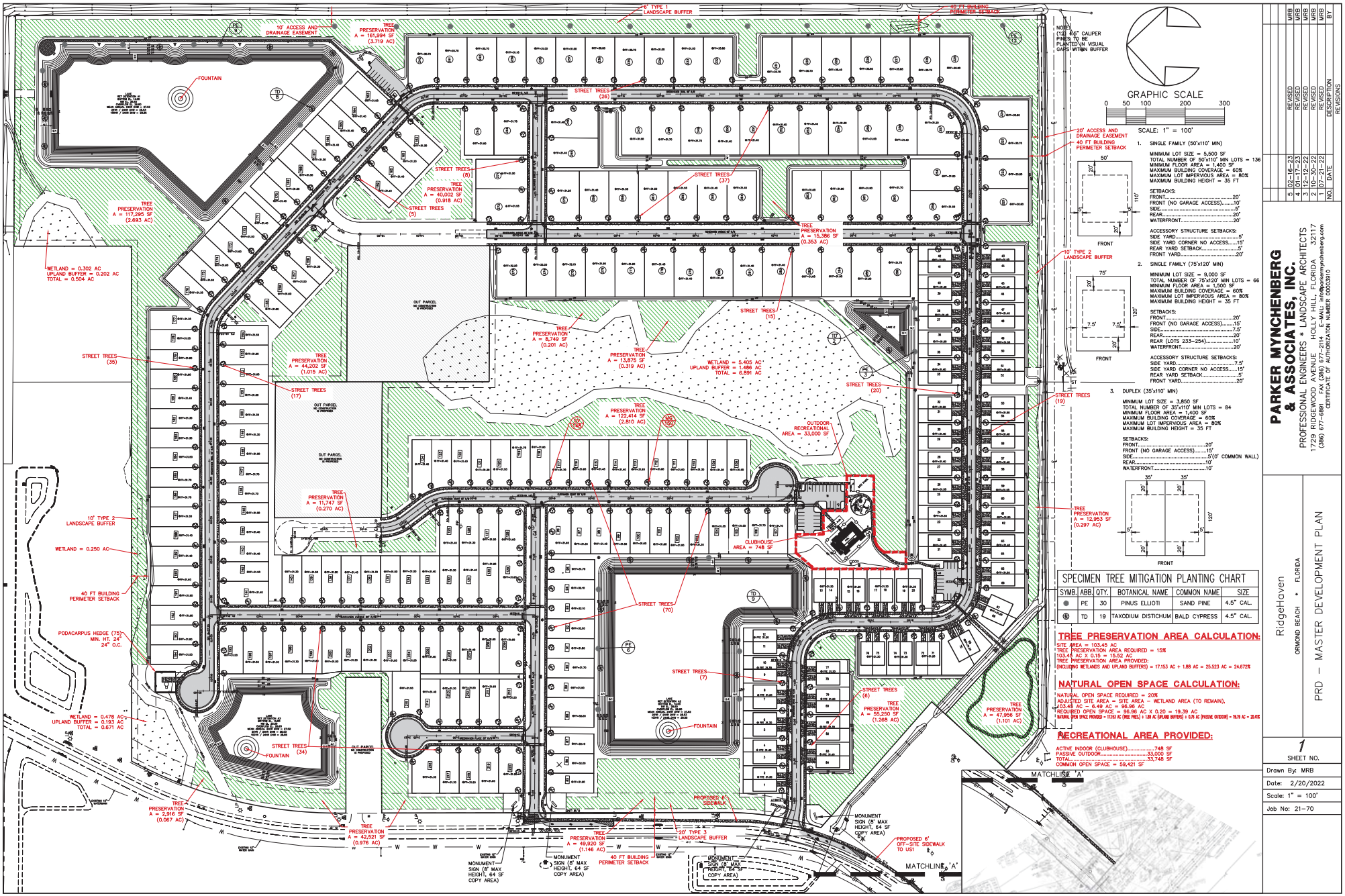
LEGEND (LOT LABELS)
- 50 = DUPLEXES
- (6) = SINGLE FAMILY
- (50) = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA

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SHEET 18 OF 18

ATTACHMENT 5

Construction site plans


GRAPHIC SCALE
0 50 100 200 300
SCALE: 1" = 100'
NOTES
(12) 36" CALIPER PINES TO BE PLANTED IN VISUAL GAPS WITHIN BUFFER
1. SINGLE FAMILY (50'x110' MIN)
MINIMUM LOT SIZE = 5,500 SF
TOTAL NUMBER OF 50'x110' MIN LOTS = 136
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT
SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....10'
SIDE.....5'
REAR.....20'
WATERFRONT.....20'
ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'
2. SINGLE FAMILY (75'x120' MIN)
MINIMUM LOT SIZE = 9,000 SF
TOTAL NUMBER OF 75'x120' MIN LOTS = 66
MINIMUM FLOOR AREA = 1,500 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT
SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....7.5'
REAR.....20'
REAR (LOTS 233-254).....10'
WATERFRONT.....20'
ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....7.5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'
3. DUPLEX (35'x110' MIN)
MINIMUM LOT SIZE = 3,850 SF
TOTAL NUMBER OF 35'x110' MIN LOTS = 84
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT
SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....5'(0' COMMON WALL)
REAR.....10'
WATERFRONT.....10'
SPECIMEN TREE MITIGATION PLANTING CHART
SYMB. ABB. QTY. BOTANICAL NAME COMMON NAME SIZE
PE 30 PINUS ELLIOTI SAND PINE 4.5" CAL.
TD 19 TAXODIUM DISTICHUM BALD CYPRESS 4.5" CAL.
TREE PRESERVATION AREA CALCULATION:
SITE AREA = 103.45 AC
TREE PRESERVATION AREA REQUIRED = 15%
103.45 AC X 0.15 = 15.52 AC
TREE PRESERVATION AREA PROVIDED:
(INCLUDING WETLANDS AND UPLAND BUFFERS) = 17.153 AC + 1.88 AC = 25.523 AC = 24.672%
NATURAL OPEN SPACE CALCULATION:
NATURAL OPEN SPACE REQUIRED = 20%
ADJUSTED SITE AREA = SITE AREA - WETLAND AREA (TO REMAIN).
103.48 AC - 6.49 AC = 96.96 AC
REQUIRED OPEN SPACE = 96.96 AC X 0.20 = 19.39 AC
NATURAL OPEN SPACE PROVIDED = 17.153 AC (TREE PRES.) + 1.88 AC (UPLAND BUFFERS) + 0.39 AC (INDOOR OUTDOOR) = 19.79 AC = 20.41%
RECREATIONAL AREA PROVIDED:
ACTIVE INDOOR (CLUBHOUSE).....748 SF
PASSIVE OUTDOOR.....33,000 SF
TOTAL.....33,748 SF
COMMON OPEN SPACE = 59,421 SF
MATCHLINE 'A'
MATCHLINE 'A'
FOUNTAIN
10' ACCESS AND DRAINAGE EASEMENT
TREE PRESERVATION A = 161,994 SF (3.719 AC)
6' TYPE 1 LANDSCAPE BUFFER
40 FT BUILDING PERIMETER SETBACK
STREET TREES (26)
STREET TREES (37)
STREET TREES (8)
STREET TREES (5)
TREE PRESERVATION A = 40,002 SF (0.918 AC)
TREE PRESERVATION A = 117,295 SF (2.693 AC)
TREE PRESERVATION A = 15,386 SF (0.353 AC)
WETLAND = 0.302 AC
UPLAND BUFFER = 0.202 AC
TOTAL = 0.504 AC
STREET TREES (15)
TREE PRESERVATION A = 8,749 SF (0.201 AC)
TREE PRESERVATION A = 13,875 SF (0.319 AC)
WETLAND = 5.405 AC
UPLAND BUFFER = 1.486 AC
TOTAL = 6.891 AC
STREET TREES (35)
TREE PRESERVATION A = 44,202 SF (1.015 AC)
STREET TREES (17)
STREET TREES (20)
STREET TREES (19)
TREE PRESERVATION A = 122,614 SF (2.810 AC)
OUTDOOR RECREATIONAL AREA = 33,000 SF
TREE PRESERVATION A = 11,747 SF (0.270 AC)
CLUBHOUSE AREA = 748 SF
TREE PRESERVATION A = 12,953 SF (0.297 AC)
10' TYPE 2 LANDSCAPE BUFFER
WETLAND = 0.250 AC
40 FT BUILDING PERIMETER SETBACK
PODACARPUS HEDGE (75) MIN. HT. 24" 24" O.C.
STREET TREES (70)
STREET TREES (7)
STREET TREES (6)
TREE PRESERVATION A = 55,250 SF (1.268 AC)
TREE PRESERVATION A = 47,956 SF (1.101 AC)
WETLAND = 0.478 AC
UPLAND BUFFER = 0.193 AC
TOTAL = 0.671 AC
STREET TREES (34)
FOUNTAIN
TREE PRESERVATION A = 2,916 SF (0.067 AC)
TREE PRESERVATION A = 42,521 SF (0.976 AC)
TREE PRESERVATION A = 49,920 SF (1.146 AC)
PROPOSED 6' SIDEWALK
20' TYPE 3 LANDSCAPE BUFFER
40 FT BUILDING PERIMETER SETBACK
MONUMENT SIGN (8' MAX HEIGHT, 64 SF COPY AREA)
PROPOSED 6' OFF-SITE SIDEWALK TO US1
OUT PARCEL NO CONSTRUCTION IS PROPOSED
FRONT
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
NO. DATE DESCRIPTION BY
5 02-16-23 REVISED MRB
4 01-17-23 REVISED MRB
3 12-12-22 REVISED MRB
2 10-30-22 REVISED MRB
1 07-21-22 REVISED MRB
REVISIONS
RidgeHaven
ORMOND BEACH * FLORIDA
PRD - MASTER DEVELOPMENT PLAN
1
SHEET NO.
Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 100'
Job No: 21-70

RidgeHaven

PRELIMINARY PLAT & CONSTRUCTION PLANS

ORMOND BEACH, FLORIDA

GENERAL NOTES

1.) ALL WATER MAINS TO BE P.V.C. DR-18, C-900.

2.) ALL SANITARY SEWER MAINS SHOWN ARE PVC SDR 26 @ 0.40% FOR 8". 0.30% FOR 10" UNLESS OTHERWISE NOTED. SANITARY SERVICES ARE 4" SDR 26 @ MINIMUM 2.0% RESIDENTIAL CONNECTION. SANITARY FORCE MAIN TO BE PVC, DR-18, C-900.

3.) CABLE T.V., TELEPHONE AND ELECTRIC SERVICES TO BE UNDERGROUND.

4.) CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND TO REPORT ANY DISCREPANCIES TO DESIGN ENGINEER.

5.) WATER AND SEWER IMPROVEMENTS TO MEET CITY OF ORMOND BEACH STANDARDS.

6.) DOWNLIGHTS (STREET LIGHTS) TO BE FP&L STANDARD & CONTEMPORARY LIGHTS TO BE FP&L STANDARD LED, (CONTEMPORARY LIGHT) AND BLACK FIBERGLASS POLES, STREET LIGHTS AND POLES TO BE PROVIDED BY FPL.

7.) ELEVATIONS REFER TO MEAN SEA LEVEL NAVD 1988 DATUM.

8.) MINIMUM FINISH FLOOR GRADE PER CITY OF ORMOND BEACH REQUIREMENTS.

9.) SHOP DRAWINGS FOR POTABLE WATER AND SEWER TO BE SUBMITTED TO AND APPROVED BY CITY OF ORMOND BEACH AND DESIGN ENGINEER PRIOR TO CONSTRUCTION.

10.) POTABLE WATER SERVICE TO BE SUPPLIED BY CITY OF ORMOND BEACH.

11.) SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.

12.) ALL DISTURBED AREAS TO BE SEEDED AND MULCHED.

13.) WHERE SANITARY FORCE MAINS CROSS POTABLE WATER LINES, THE FORCE MAIN IS TO BE CONSTRUCTED OF PVC SDR-18 FOR 20 FEET CENTERED ON THE POTABLE WATER MAIN.

14.) OFFSITE UTILITIES WILL BE CONSTRUCTED UNDER THE APPROPRIATE PHASE AND MUST BE COMPLETE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY. PROJECT TO BE BUILT IN ONE PHASE.

15.) PRIOR TO CERTIFICATE OF OCCUPANCY ALL OFFSITE EASEMENTS (IF REQUIRED) NEED TO BE RECORDED AND REFERENCED BY PLAT OR O.R. BOOK AND PAGE AND RECORDED UNDER SEPARATE INSTRUMENT.

16.) ONSITE SEWER AND POTABLE WATER INFRASTRUCTURE TO BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH. OFFSITE SYSTEM WILL BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH (UNLESS OTHERWISE NOTED).

17.) ALL STOP SIGNS, SPEED LIMIT AND STREET SIGNS REQUIRED TO BE PROVIDED BY DEVELOPER TO CITY OF ORMOND BEACH SPECIFICATIONS. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM 0.080 GAUGE 5052-H38 ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 3"x 12' ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR ALL SIGNS SMALLER THAN 36" x 48". ALL WARNING SIGNS SHALL BE 30" X 30". ALL STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 5" HIGH UPPER & LOWER CASE WHITE LETTERS ON A GREEN BACKGROUND WITH A MIN. 30" LENGTH. PROVIDE 24" WIDE WHITE THERMOPLASTIC STOP BARS ADJACENT TO ALL LOCAL STREET 30" STOP SIGNS. WHERE 12" WIDE WHITE CROSSWALK STRIPING IS PROVIDED, THE STOP BAR AND 30" STOP SIGN MUST BE 4' IN ADVANCE OF THE CROSSWALK IN ACCORDANCE WITH FDOT STANDARD INDEX #17346. IN ALL LOCATIONS, THE 30" STOP SIGN AND 24" WIDE WHITE STOP BARS SHOULD BE LOCATED 10' IN ADVANCE OF THE EDGE OF THE TRAVELED WAY AT THE STREET INTERSECTION. SEE DETAIL SHEETS FOR PROPOSED ORNAMENTAL POLES.

18.) ALL MAINTENANCE OF ALL COMMON AREAS, LAKES, AMENITY AREAS, LANDSCAPE AND IRRIGATION TO BE THE SOLE RESPONSIBILITY OF RidgeHaven H.O.A. INC.

19.) OUTDOOR CONSTRUCTION ACTIVITY SHALL ONLY OCCUR FROM 7 AM TO 7 PM MONDAY THROUGH SATURDAY.

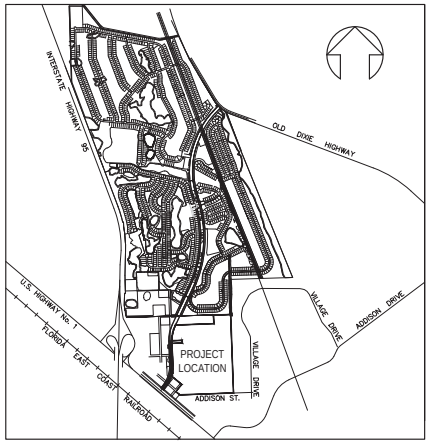
20.) EXCEPT WITHIN THE EXISTING FPL EASEMENT, ALL UTILITIES ARE TO BE INSTALLED UNDERGROUND, INCLUDING THE SERVICE DROPS TO INDIVIDUAL BUILDINGS OUTSIDE OF ALL REQUIRED LANDSCAPE BUFFERS, WETLANDS AND WETLAND BUFFER AREAS.

21.) DRIVING AND/OR STAGING OF CONSTRUCTION VEHICLES IS NOT PERMITTED ON ANY SIDEWALKS IN THE RIGHT-OF-WAY. ANY DAMAGE TO SIDEWALKS WILL BE REPAIRED AND/OR REPLACED IN THE LIKE KIND BY THE CONTRACTOR.



FLOOD MAP

F.I.R.M. #12127C0184K, SEPTEMBER 29, 2017
F.I.R.M. #12127C0203K, SEPTEMBER 29, 2017
FLOOD ZONE X



LOCATION MAP



Map Unit Symbol	Map Unit Name	Percent of AOI
8	Basinger fine sand, frequently ponded, 0 to 1 percent slopes	1.6%
13	Cassia fine sand, 0 to 2 percent slopes	41.0%
17	Daytona sand, 0 to 5 percent slopes	4.7%
32	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	40.8%
51	Pomona-St. Johns complex	11.9%
Totals for Area of Interest		100.0%

SOILS MAP

RIDGEHAVEN RPUD LOT REQUIREMENTS:

1. SINGLE FAMILY (50'x110' MIN)

MINIMUM LOT SIZE = 5,500 SF
TOTAL NUMBER OF 50'x110' MIN LOTS = 136
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....10'
SIDE.....5'
REAR.....20'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

2. SINGLE FAMILY (75'x120' MIN)

MINIMUM LOT SIZE = 9,000 SF
TOTAL NUMBER OF 75'x120' MIN LOTS = 66
MINIMUM FLOOR AREA = 1,500 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....7.5'
REAR.....20'
REAR (LOTS 233-254).....10'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....7.5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

3. DUPLEX (35'x110' MIN)

MINIMUM LOT SIZE = 3,850 SF
TOTAL NUMBER OF 35'x110' MIN LOTS = 84
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....5'(0' COMMON WALL)
REAR.....10'
WATERFRONT.....10'

POOL PAVILION PARKING:
PAVILION.....748 SF
POOL.....3,750 SF
DOG PARK.....2,400 SF

PARKING PROVIDED:
STANDARD.....21
HANDICAPPED.....2
TOTAL.....23

TREE PRESERVATION AREA CALCULATION:

TREE PRESERVATION AREA REQUIRED = 15%
103.45 AC X 0.15 = 15.52 AC
TREE PRESERVATION AREA PROVIDED:
INCLUDING WETLANDS AND UPLAND BUFFERS = 17.153 AC + 8.370 AC = 25.523 AC = 24.672%

NATURAL OPEN SPACE CALCULATION:

NATURAL OPEN SPACE REQUIRED = 20%
ADJUSTED SITE AREA = SITE AREA - WETLAND AREA (TO REMAIN),
103.45 AC - 6.49 AC = 96.96 AC
REQUIRED OPEN SPACE = 96.96 AC X 0.20 = 19.39 AC
NATURAL OPEN SPACE PROVIDED = 19.76 AC = 20.38%

LEGAL DESCRIPTION

BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 31 EAST; THENCE RUN SOUTH 1°27'E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2815.26 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE, 80.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE WEST 1275.0 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 80.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE NORTH 01°27' W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1818.96 FEET TO THE EASTERLY RIGHT OF WAY LINE OF LOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE NORTH 01°27' W ALONG SAID EASTERLY RIGHT OF WAY LINE, 1818.96 FEET TO THE EASTERLY RIGHT OF WAY LINE OF LOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE NORTH 01°27' W ALONG SAID EASTERLY RIGHT OF WAY LINE OF LOT 1, BLOCK 29, SAID REVISED PLAT OF NATIONAL GARDENS, THENCE NORTH 01°27' W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 429.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY PLANTATION DRIVE, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 1050.00 FEET, A CENTRAL ANGLE OF 19° 21'30" AND A CHORD BEARING OF NO7°02'E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 354.82 FEET TO THE POINT OF TANGENCY; THENCE NO1°27' W ALONG SAID EASTERLY RIGHT OF WAY LINE, 874.48 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 2, BLOCK 23, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°44'E ALONG SAID MONUMENTED SOUTHERLY LINE OF LOT 2, BLOCK 23, SAID REVISED PLAT OF NATIONAL GARDENS, 1615.10 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 2; THENCE N03°01'W ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 90.49 FEET TO THE MONUMENTED NORTHEAST CORNER OF SAID LOT 2; THENCE S87°51'W ALONG THE MONUMENTED NORTHERLY LINE OF SAID LOT 2, 1615.10 FEET TO THE MONUMENTED NORTHWEST CORNER OF SAID LOT 2; SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY PLANTATION DRIVE; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1090.92 FEET, A CENTRAL ANGLE OF 24°52'46" AND A CHORD BEARING, N11°13'E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY; THENCE N24°41'E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "M", SAID PLANTATION OAKS OF ORMOND BEACH - UNIT 1, RECORDED IN MAP BOOK 39, PAGES 128-134, THENCE N87°55'10"E ALONG SAID SOUTHERLY LINE, 1353.48 FEET TO THE EASTERLY LINE OF SAID TRACT "M" AS NOW MONUMENTED; THENCE N03°04'W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N89°25'E ALONG SAID NORTHERLY LINE, 580.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 29 AND LOTS 5, 6, 9 AND 8, BLOCK 28, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°55'10"W, 1961.76 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 25; THENCE N89°25'E, 945.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 8, BLOCK 25; THENCE S89°15'13"W, 945.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6, BLOCK 25, BEING THE SOUTHEAST CORNER OF SAID LOT 5, BLOCK 24; THENCE S89°19'27"W, 345.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE N03°01'W, 271.46 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.

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2	OVERALL PLAN / KEY MAP
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7-10A	HORIZONTAL CONTROL PLAN
11-14A	CIVIL PLAN
15-18	UTILITY PLAN
19-28	PLAN & PROFILE
29-33A	PAVING AND DRAINAGE DETAILS
34-35	WATER DISTRIBUTION SYSTEM DETAILS
36-37	SANITARY COLLECTION SYSTEM DETAILS
38-39	REUSE WATER SYSTEM DETAILS
40-41	LIFT STATION DETAILS
42	AMENITY CENTER - SITE PLAN
43	AMENITY CENTER - CIVIL PLAN
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LS.8-LS.9	AMENITY & ENTRANCE LANDSCAPE DETAILS
IRR.1-IRR.2	AMENITY & ENTRANCE IRRIGATION PLAN
L-1	SPECIMEN TREE REPLACEMENT/STREET TREE PLANTING PLAN
L-2	LANDSCAPE INFORMATION SHEET
IRR.3	IRRIGATION DETAILS
I-1	LAKE WATER IRRIGATION PUMP AND FOUNTAIN DETAILS
T-1	TREE PRESERVATION AND COMMON AREA EXHIBIT

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CERTIFICATE OF AUTHORIZATION NO. 00003910

PROJECT NAME

RidgeHaven

PROJECT DESCRIPTION

SUBDIVISION OF 103.45 ACRES INTO 84 DUPLEX LOTS, AND 202 SINGLE FAMILY LOTS

DEVELOPER

RidgeHaven, LLC
123 MAGNOLIA AVENUE
DAYTONA BEACH, FL 32114
RICK MAUGERI, MANAGER
(386) 677-6891
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EMAIL: info@parkermynchenberg.com

SUBDIVISION DESIGNER ENGINEER & LANDSCAPE ARCHITECT

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EMAIL: jbarnes@sligerassociates.com

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R. SANS LASSITER, PRESIDENT
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(386) 257-2571 FAX (386) 257-6996
EMAIL: rlassiter@lassitertransportation.com

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ENVIRONMENTAL CONSULTANT

BILL GRIFFY
ECOLOGICAL CONSULTING SOLUTIONS, INC.
410 NORTH STREET, #130
LONGWOOD, FL 32750
(407) 869-9434
BGriffy@ecsfl.cc

LAND USE TABULATION

TOTAL SITE AREA = 4,506,282 SF = 103.45 ACRES
TOTAL L.F. OF PUBLIC ROADS = 10,988 L.F.

DENSITY INCLUDING WETLANDS = 286 LOTS / 103.45 AC = 2.76 DU/AC
DENSITY MINUS WETLANDS = 103.45 - 8.493 = 94.957 AC
286 LOTS / 94.957 AC = 3.01 DU/AC

DEDICATION RIGHT OF WAY.....13.142 AC
LOT AREA.....41.407 AC
TRACT A (COMMON AREA, TREE PRESERVATION, AND UTILITY).....1.479 AC
TRACT B (COMMON AREA, PARK, TREE PRESERVATION, AND UTILITY).....1.270 AC
TRACT C (COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITY).....21.079 AC
TRACT D (COMMON AREA, SIGNAGE, AND UTILITY).....0.054 AC
TRACT E (COMMON AREA, SIGNAGE, AND UTILITY).....0.054 AC
TRACT F (COMMON AREA, AMENITIES, TREE PRESERVATION, DRAINAGE, AND UTILITY).....6.731 AC
TRACT G (COMMON AREA, SIGNAGE, AND UTILITY).....0.070 AC
TRACT H (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....1.232 AC
TRACT I (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....1.251 AC
TRACT J (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....2.031 AC
TRACT K (LIFT STATION).....0.066 AC
TRACT L (COMMON AREA, RECREATION, ACCESS, TREE PRESERVATION, DRAINAGE, UTILITY).....13.446 AC
TRACT M (COMMON AREA, SIGNAGE, AND UTILITY).....0.060 AC
TRACT N (COMMON AREA, DRAINAGE, AND UTILITY).....0.078 AC
TOTAL AREA.....103.45 AC

TOTAL NUMBER OF LOTS = 286 LOTS / 94.957 AC = 3.01 DU/AC

TOTAL WETLAND AREA = 7.987 AC

WETLAND IMPACTS:
1.....0.065 AC
2.....0.453 AC
3.....0.977 AC
TOTAL.....1.495 AC

TOTAL WETLAND TO REMAIN = 6.49 AC

TOTAL UPLAND BUFFER TO REMAIN = 1.880 AC
TOTAL REMAINING WETLANDS AND UPLAND BUFFERS = 8.37 AC
TOTAL IMPERVIOUS AREA = 1,340,433 SF = 30.772 AC = 29.75%
TOTAL PERVIOUS AREA = 3,165,849 SF = 72.678 AC = 70.25%

NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

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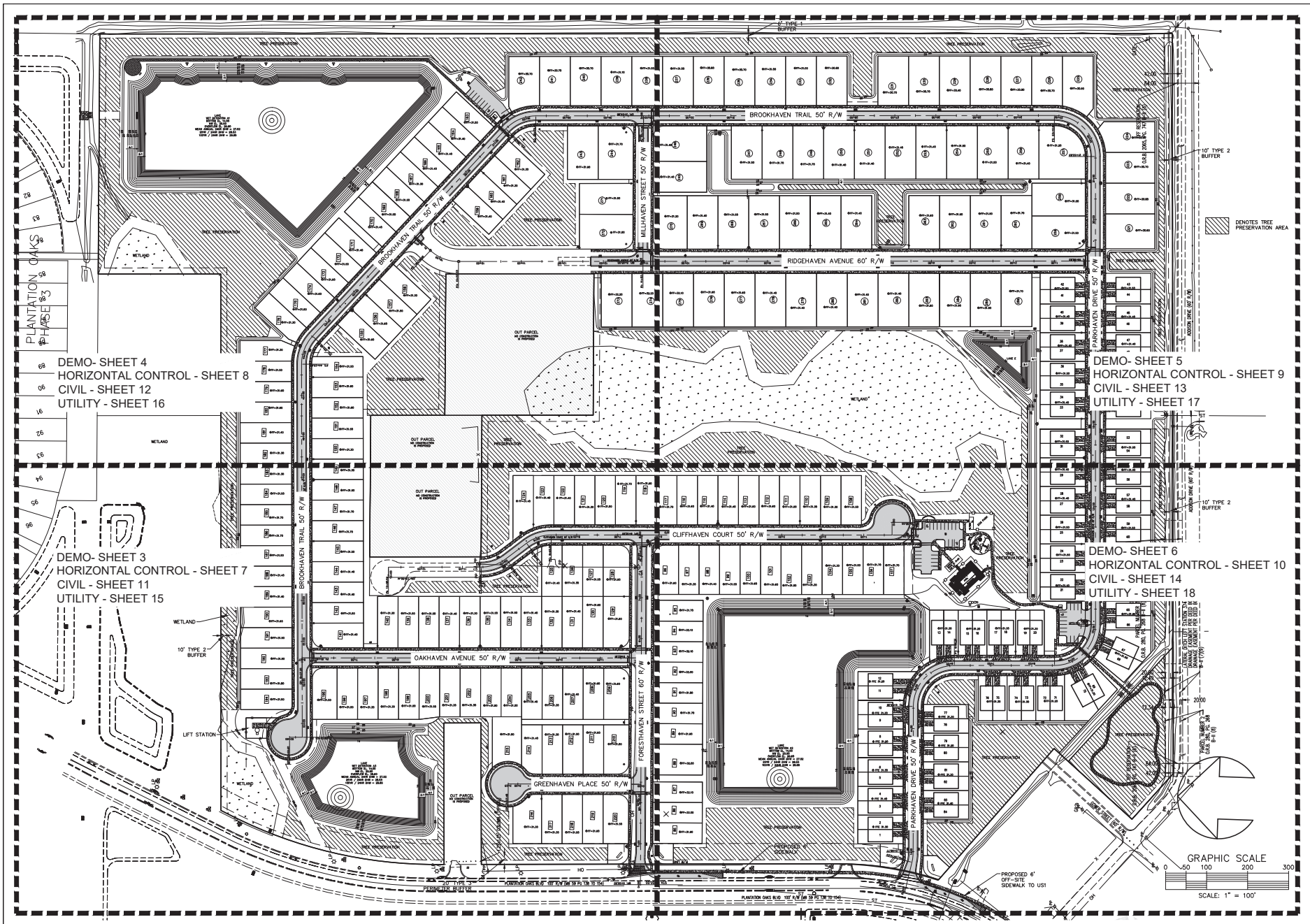
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ORMOND BEACH * FLORIDA

COVER SHEET

1
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: NONE
Job No: 21-70

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NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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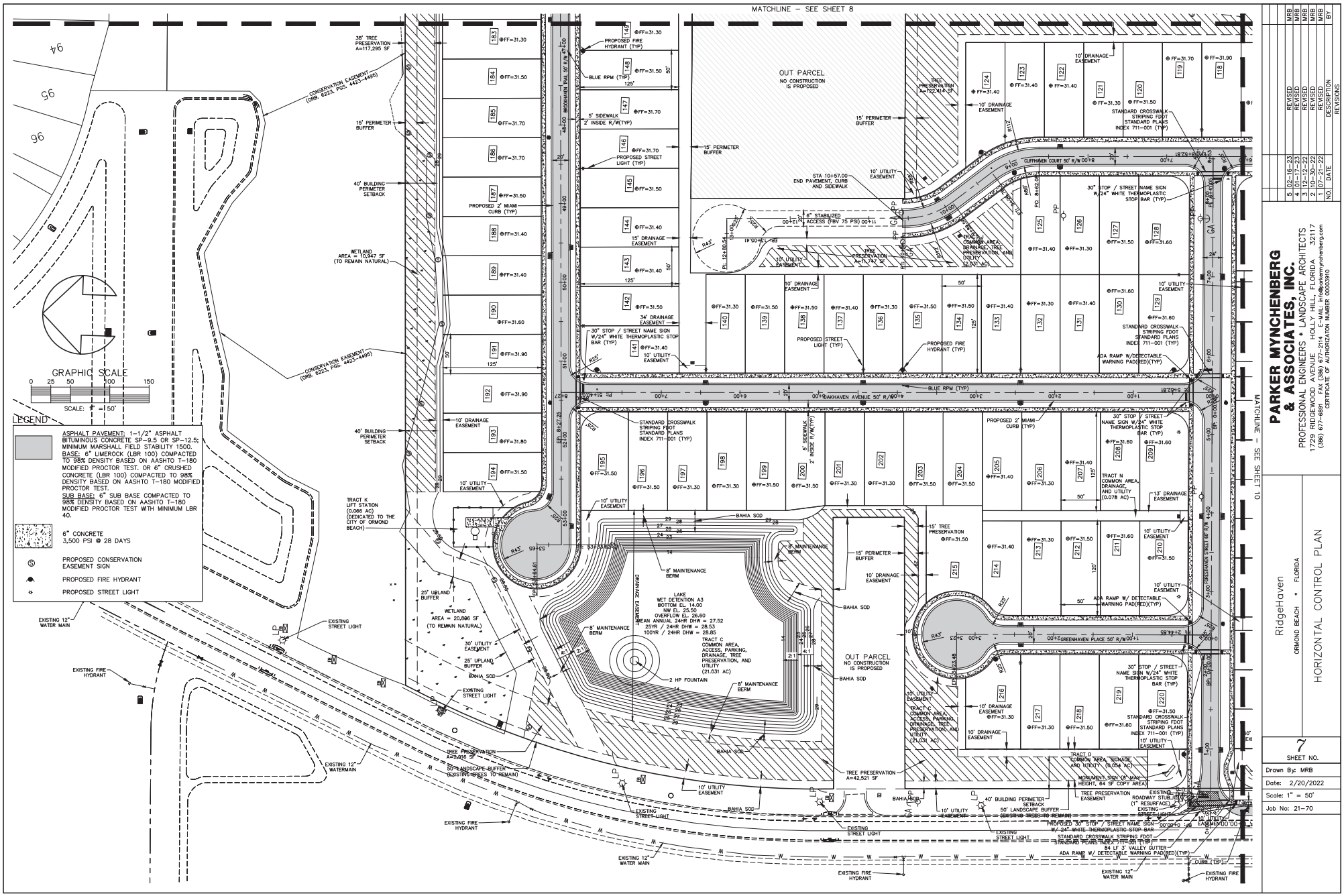
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OVERALL PLAN / KEY MAP

SHEET NO. 2

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 100'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
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2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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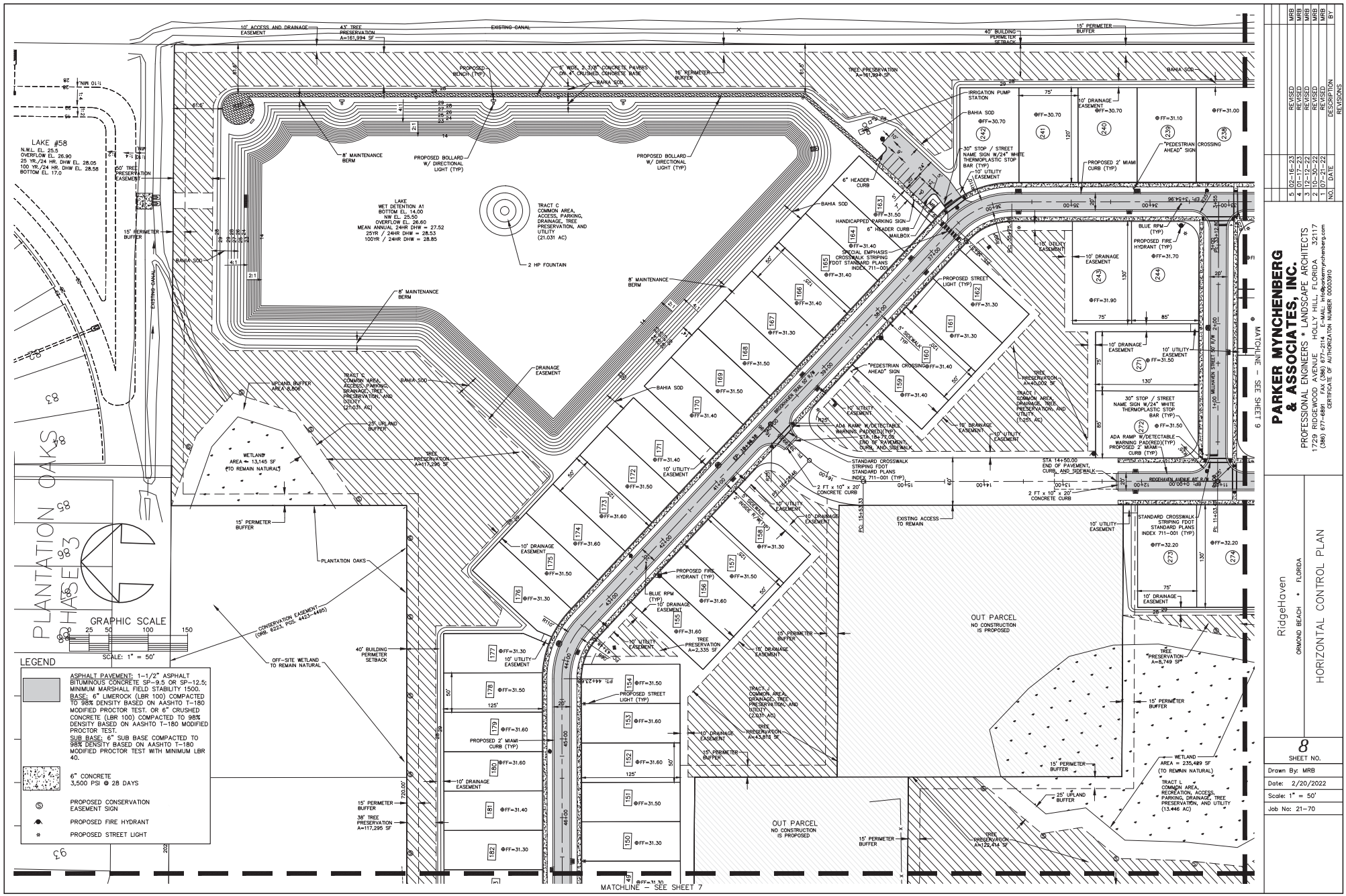
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HORIZONTAL CONTROL PLAN

7
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-26-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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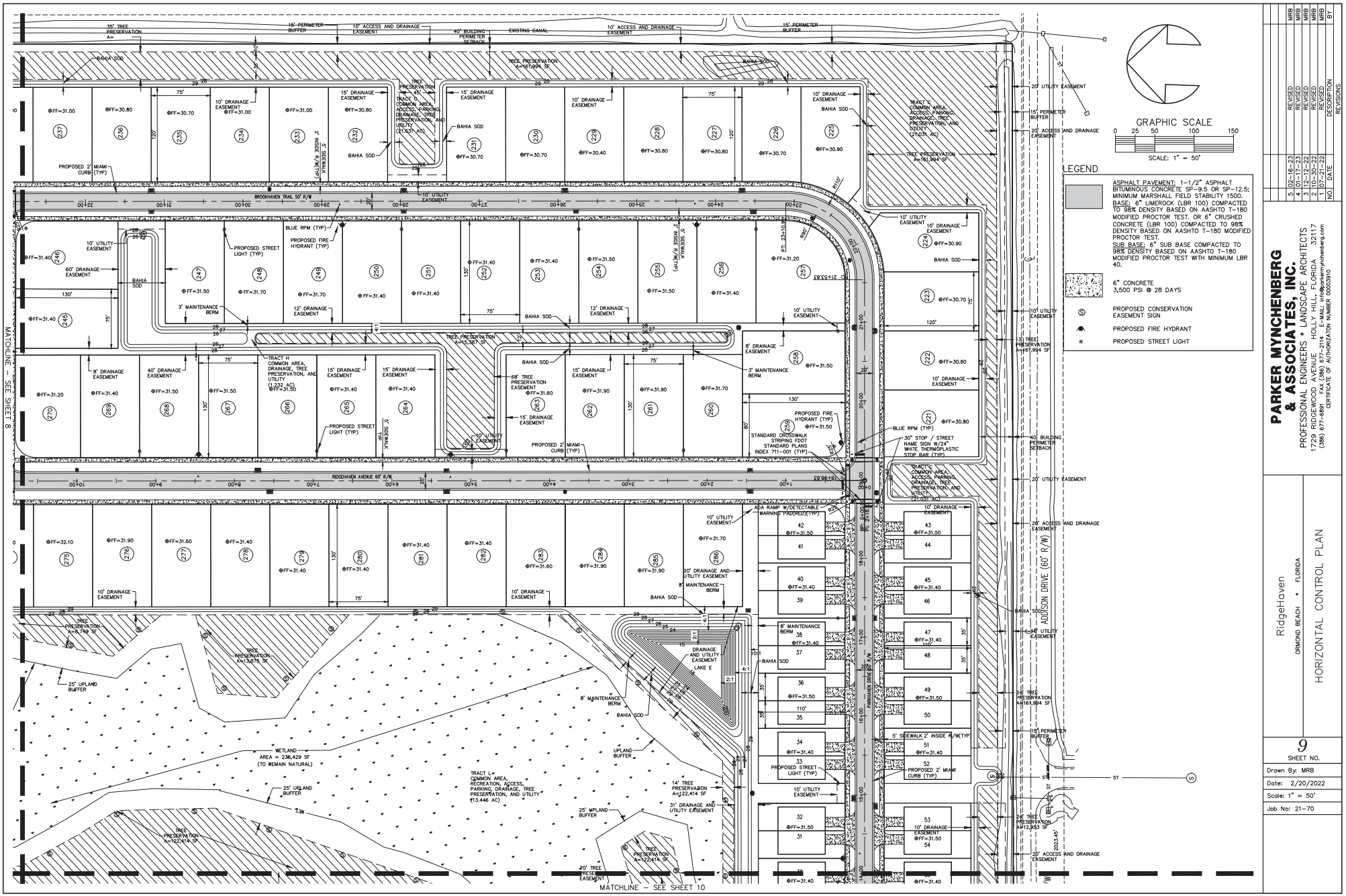
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HORIZONTAL CONTROL PLAN

8
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

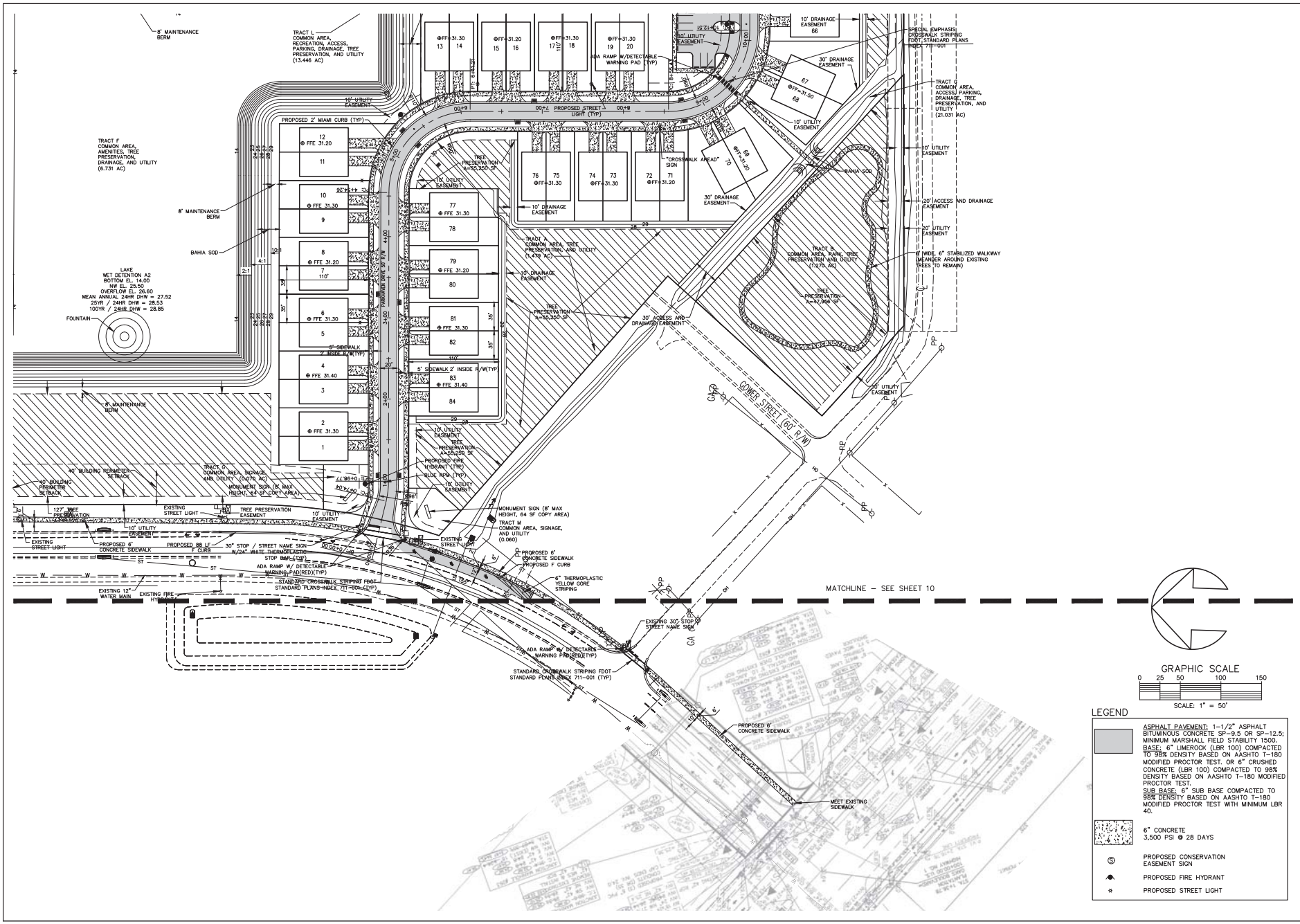
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HORIZONTAL CONTROL PLAN

9
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

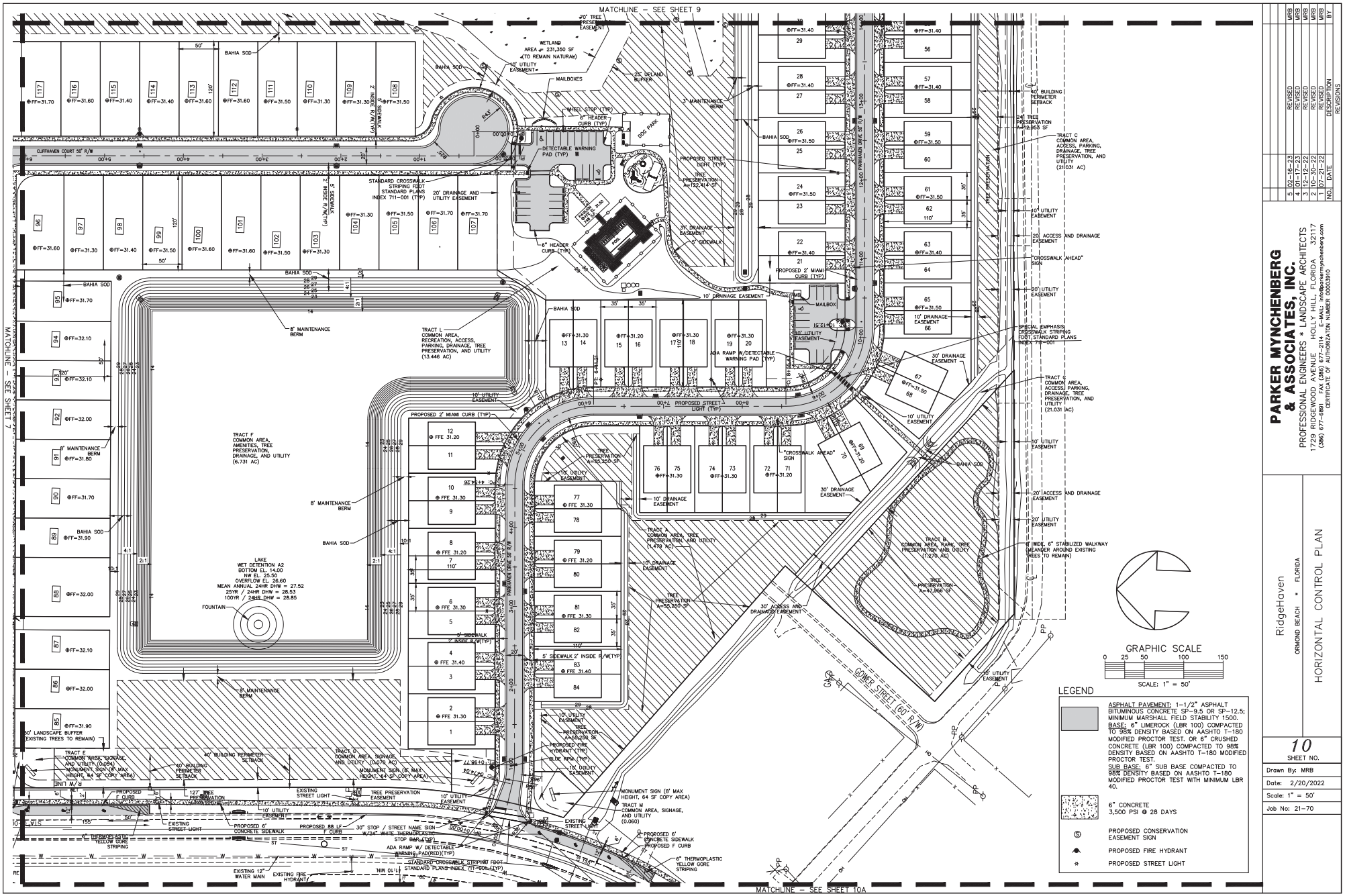
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HORIZONTAL CONTROL PLAN

10A
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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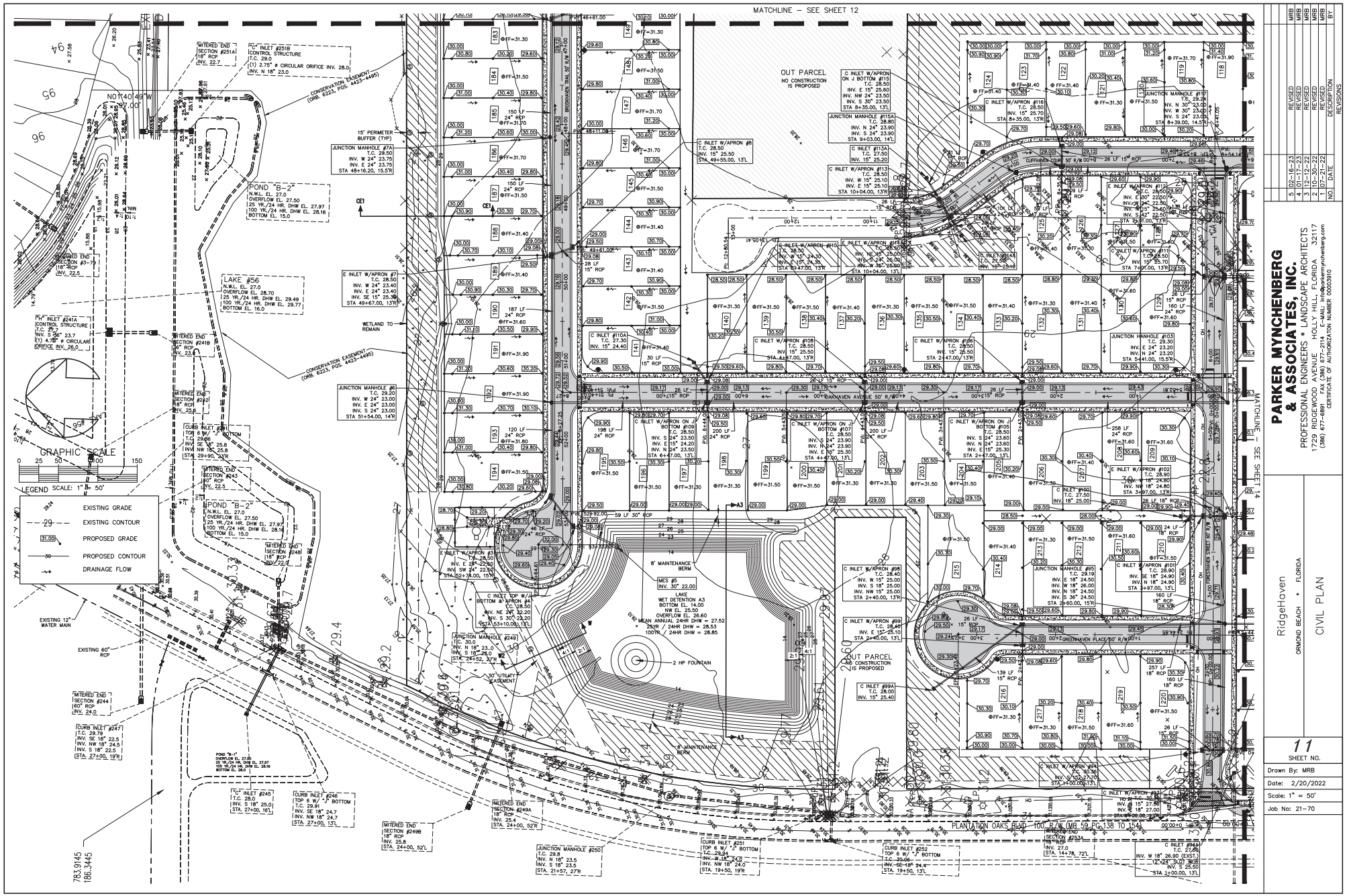
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HORIZONTAL CONTROL PLAN

10
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-05-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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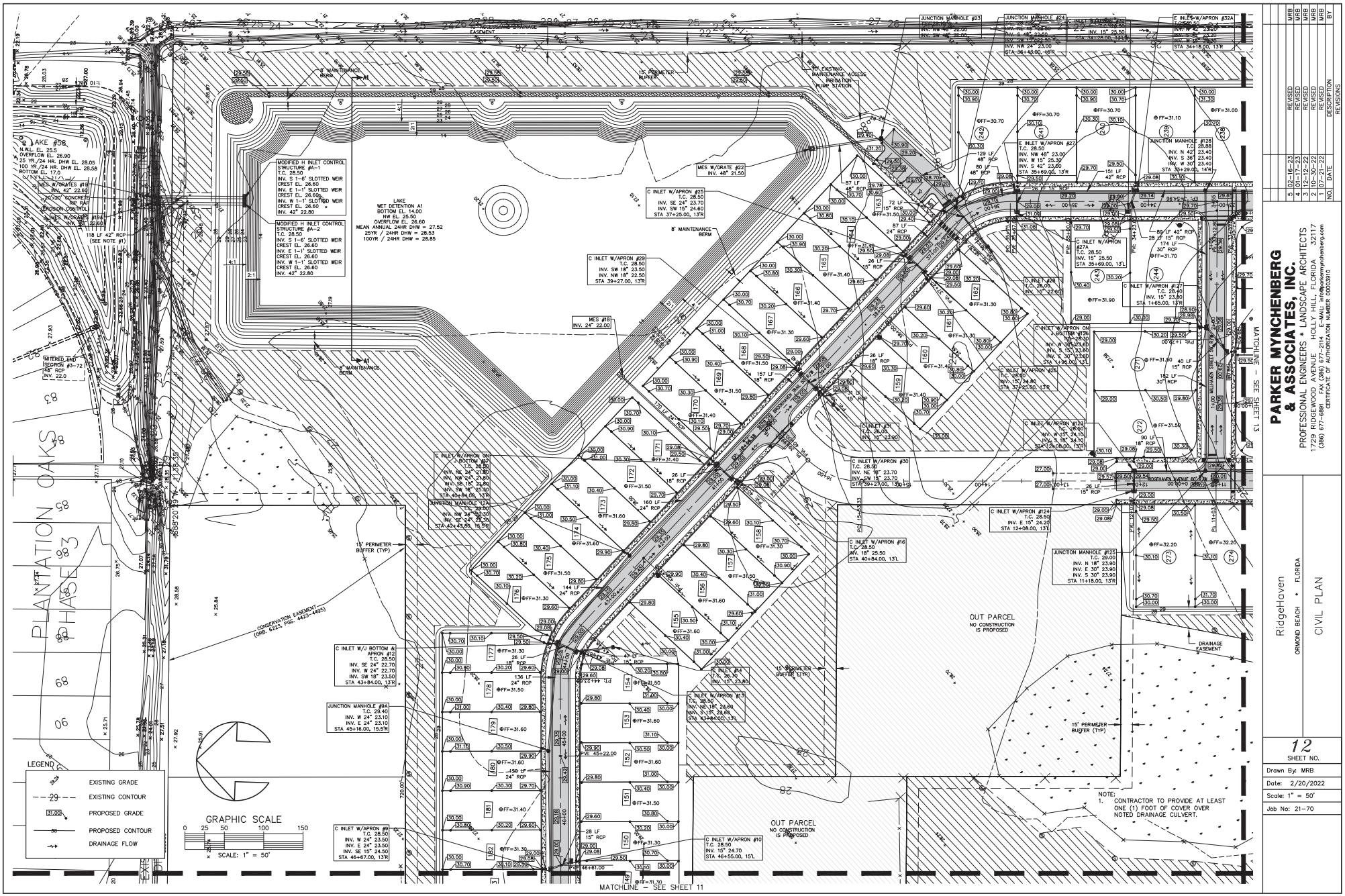
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CIVIL PLAN

11
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-27-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

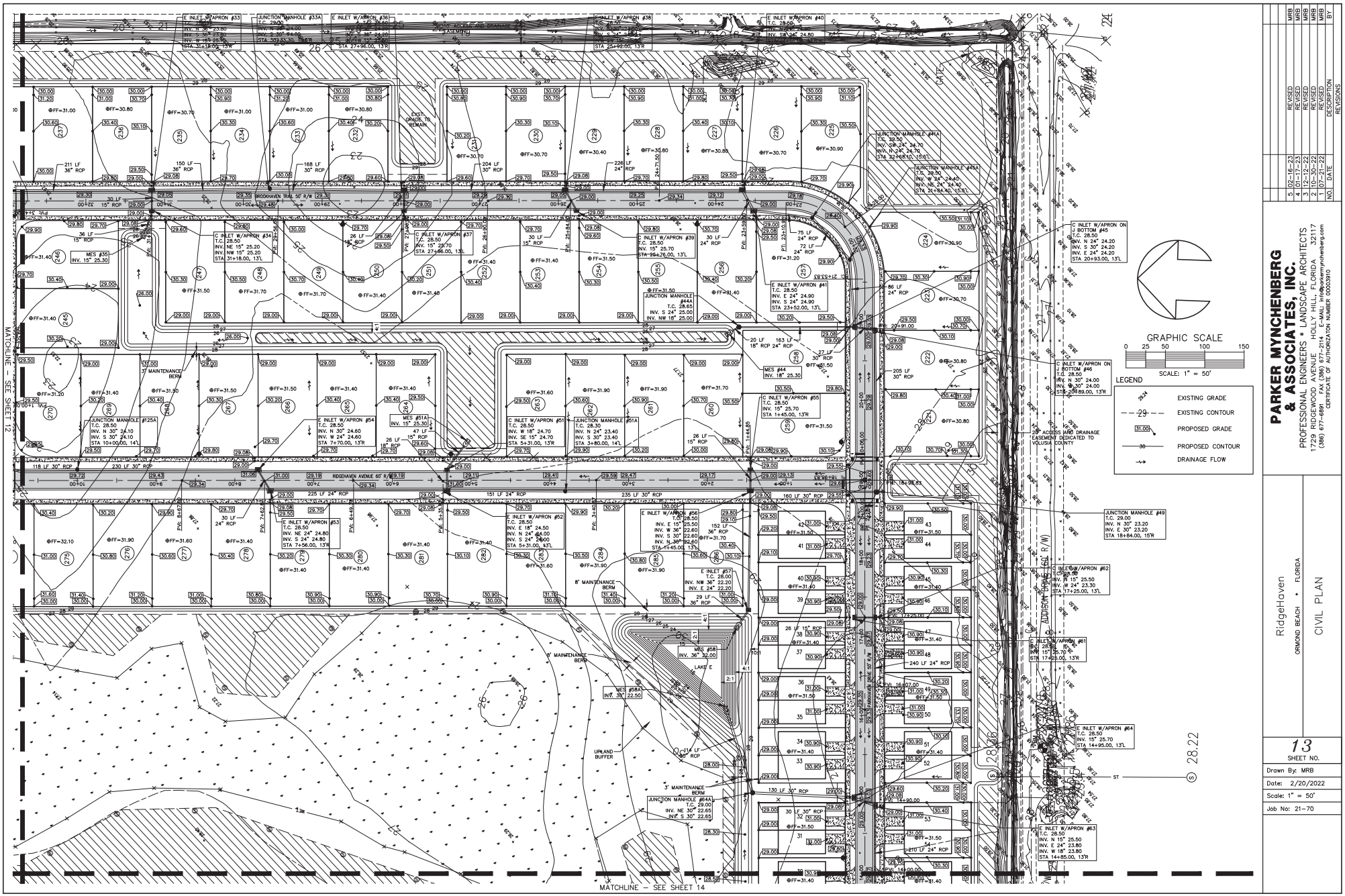
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RidgeHaven
ORMOND BEACH * FLORIDA

CIVIL PLAN

12
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



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NO.	DATE	DESCRIPTION	BY
1	07-21-22	REVISED	MRB
2	10-30-22	REVISED	MRB
3	12-12-22	REVISED	MRB
4	01-16-23	REVISED	MRB
5	02-16-23	REVISED	MRB

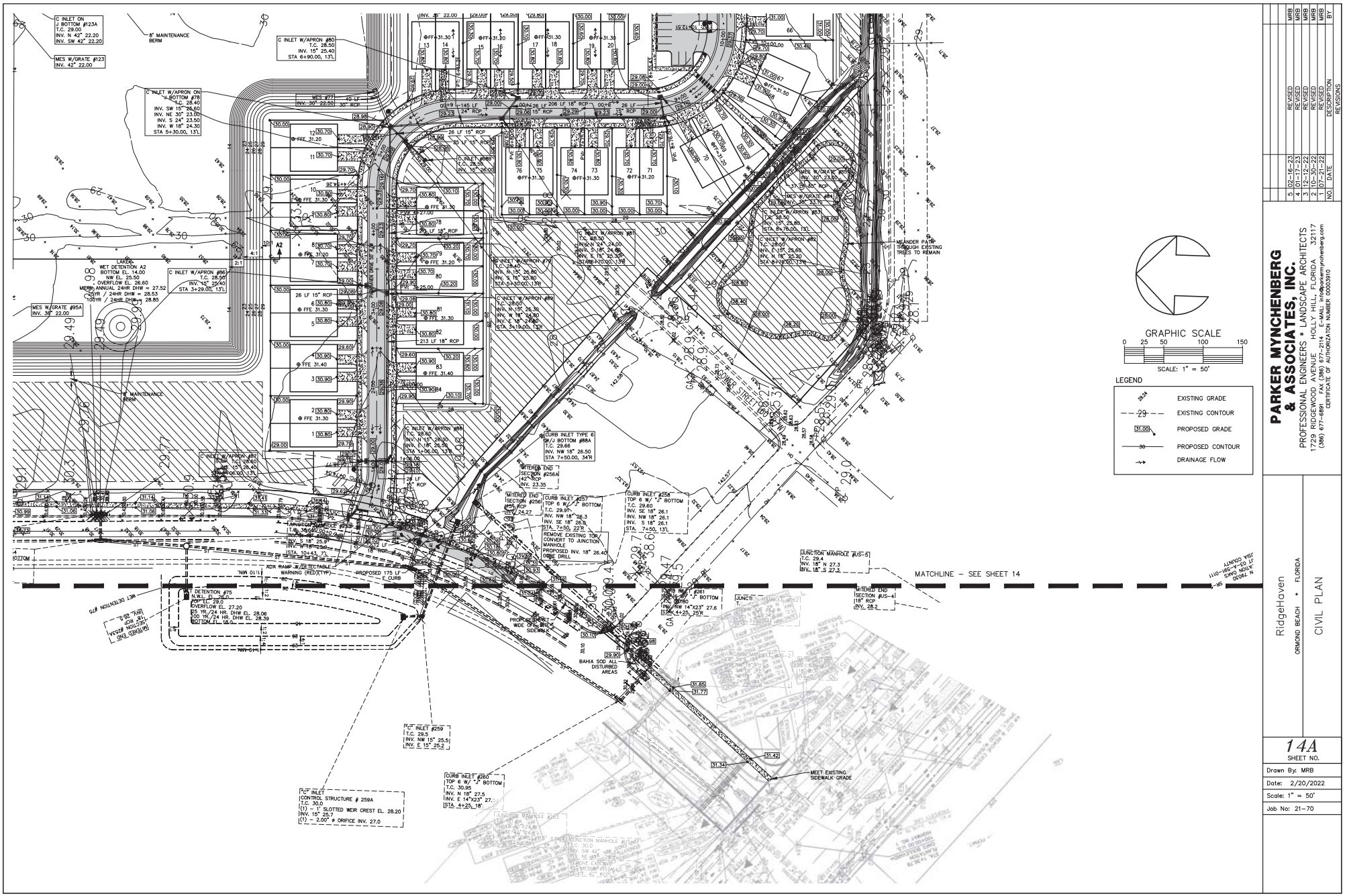
REVISIONS

RidgeHaven
ORMOND BEACH * FLORIDA

CIVIL PLAN

13
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

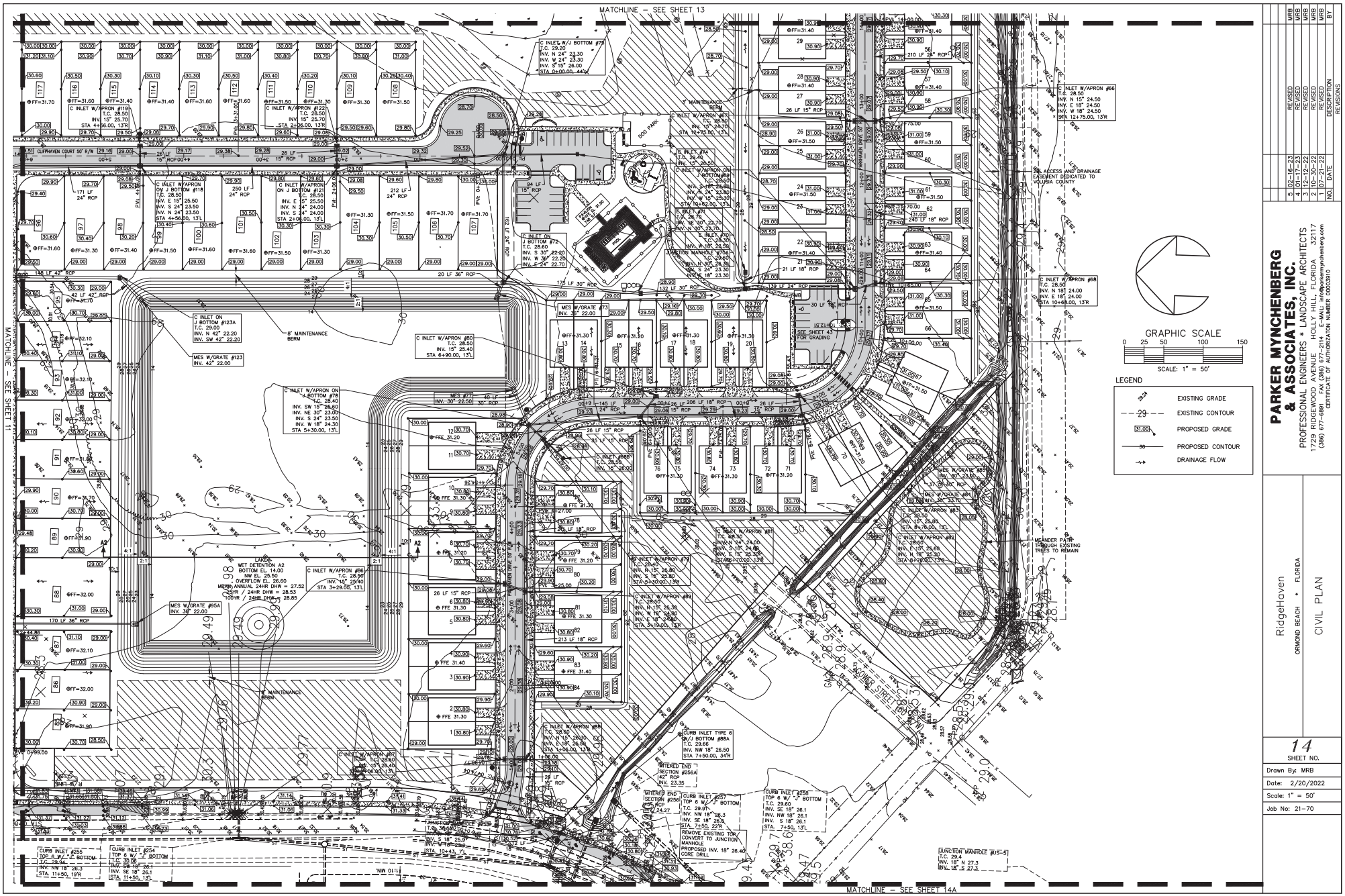
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
17229 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

RidgeHaven
ORMOND BEACH * FLORIDA

CIVIL PLAN

14A
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-13-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

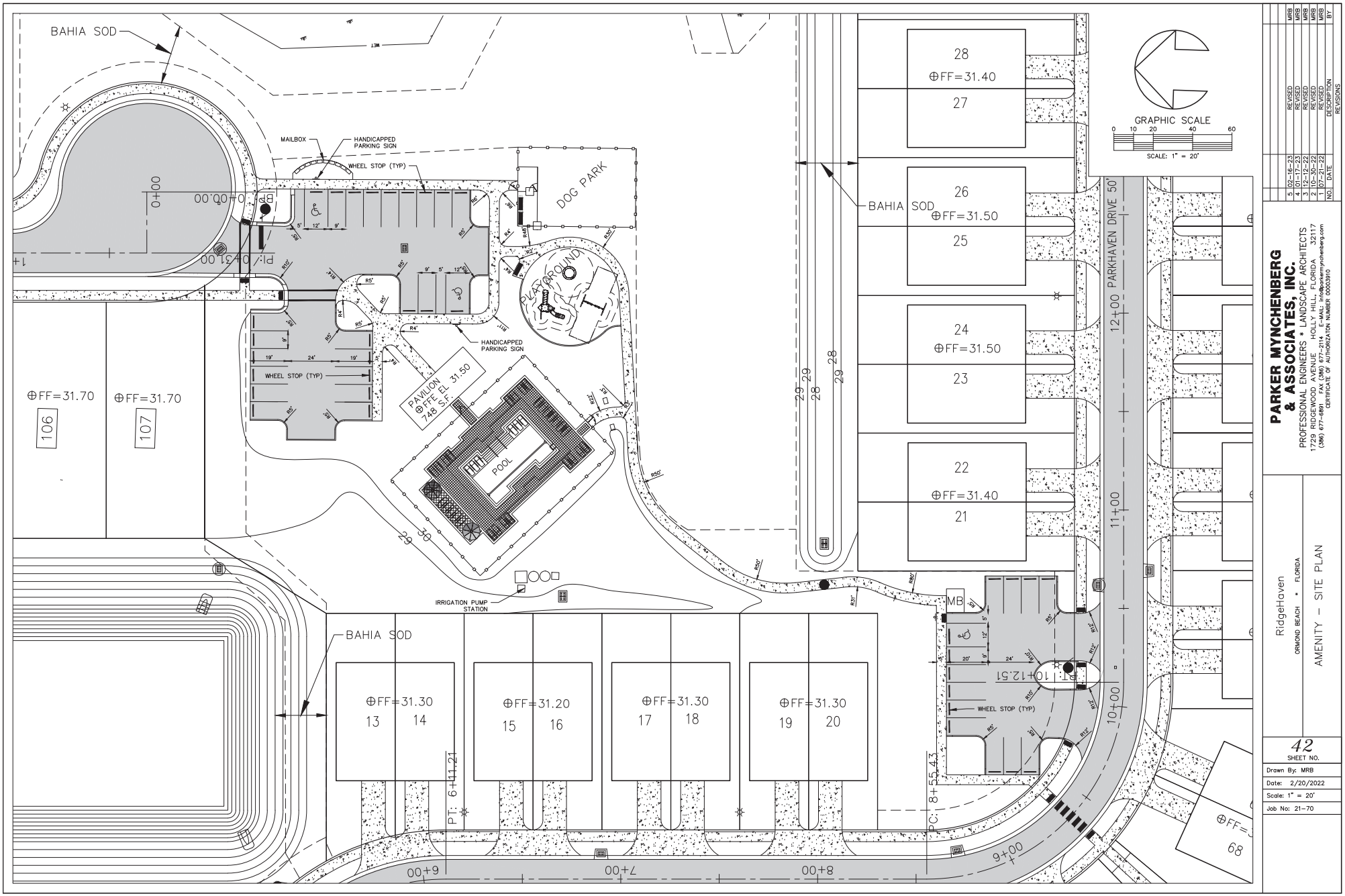
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

RidgeHaven
ORMOND BEACH * FLORIDA

CIVIL PLAN

14
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70



NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

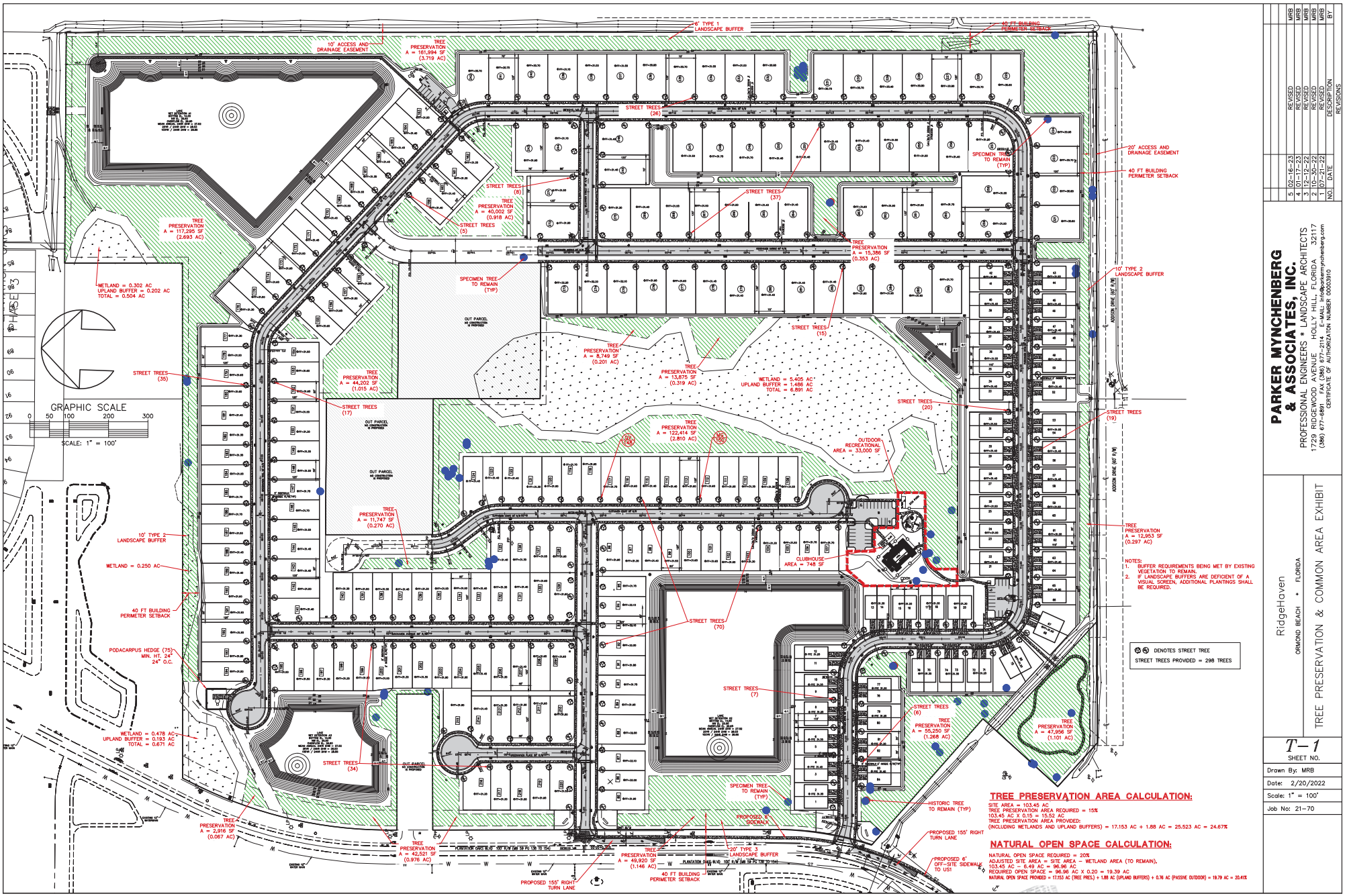
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

RidgeHaven
ORMOND BEACH * FLORIDA

AMENITY - SITE PLAN

42
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 20'
Job No: 21-70



TREE PRESERVATION AREA CALCULATION:

SITE AREA = 103.45 AC
TREE PRESERVATION AREA REQUIRED = 15%
103.45 AC X 0.15 = 15.52 AC
TREE PRESERVATION AREA PROVIDED:
(INCLUDING WETLANDS AND UPLAND BUFFERS) = 17.153 AC + 1.88 AC = 25.523 AC = 24.67%

NATURAL OPEN SPACE CALCULATION:

NATURAL OPEN SPACE REQUIRED = 20%
ADJUSTED SITE AREA = SITE AREA – WETLAND AREA (TO REMAIN),
103.45 AC – 6.49 AC = 96.96 AC
REQUIRED OPEN SPACE = 96.96 AC X 0.20 = 19.39 AC
NATURAL OPEN SPACE PROVIDED = 17.153 AC (TREE PRES.) + 1.88 AC (UPLAND BUFFERS) + 0.76 AC (PASSIVE OUTDOOR) = 19.79 AC = 20.41%

NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-27-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

RidgeHaven
ORMOND BEACH * FLORIDA

TREE PRESERVATION & COMMON AREA EXHIBIT

T-1
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 100'
Job No: 21-70

RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 23, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

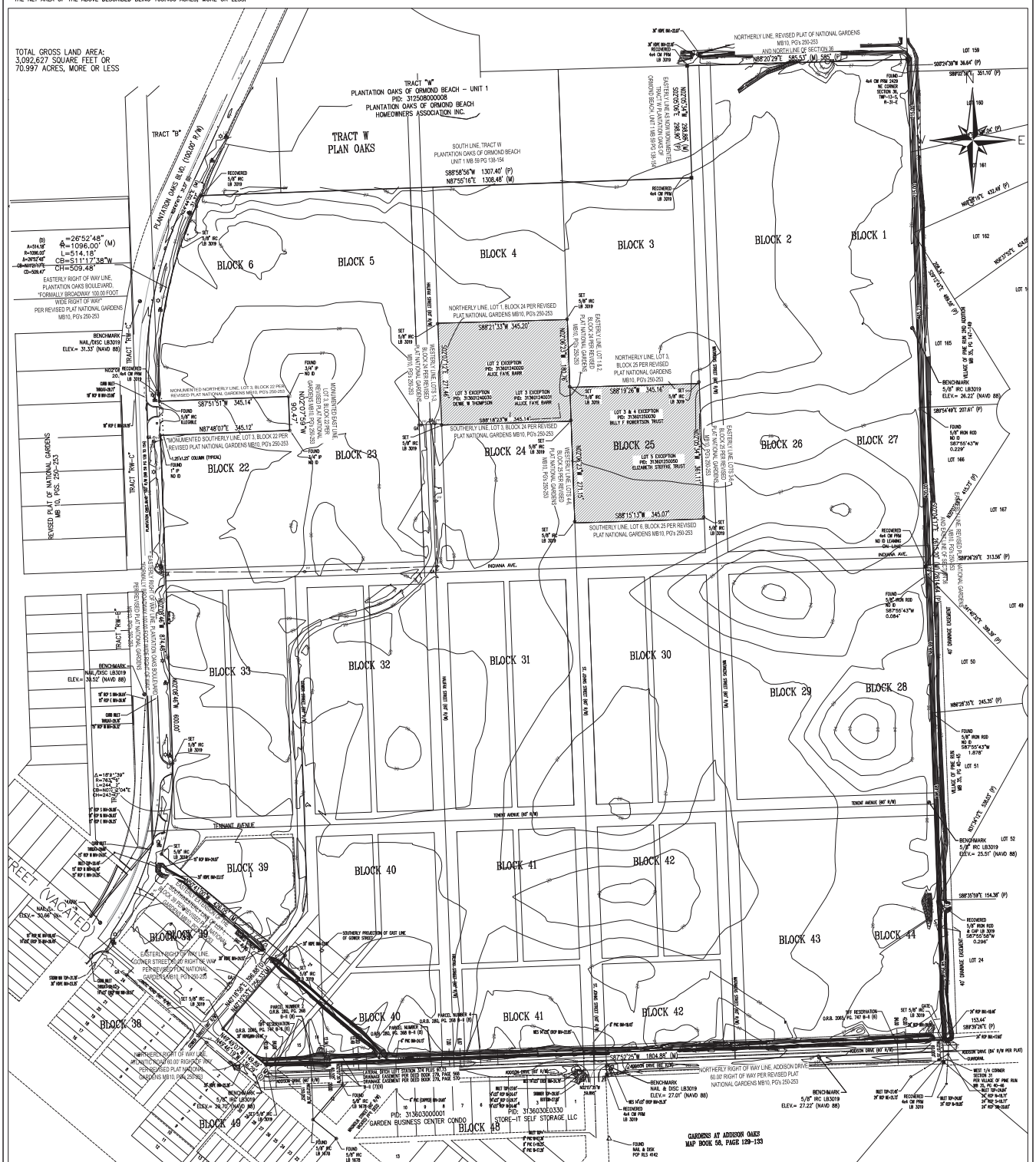
BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1804.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°49'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 149.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 426.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; SAID NON TANGENT CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 763.96 FEET, A CENTRAL ANGLE OF 18° 21'39" AND A CHORD BEARING OF N07°02'04"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 244.82 FEET TO THE POINT OF TANGENCY; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 874.48 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHEAST CORNER OF SAID LOT 3; THENCE S87°51'51"W ALONG THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO A BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY ; THENCE N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED ON MAP BOOK 59, PAGES 138–154; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

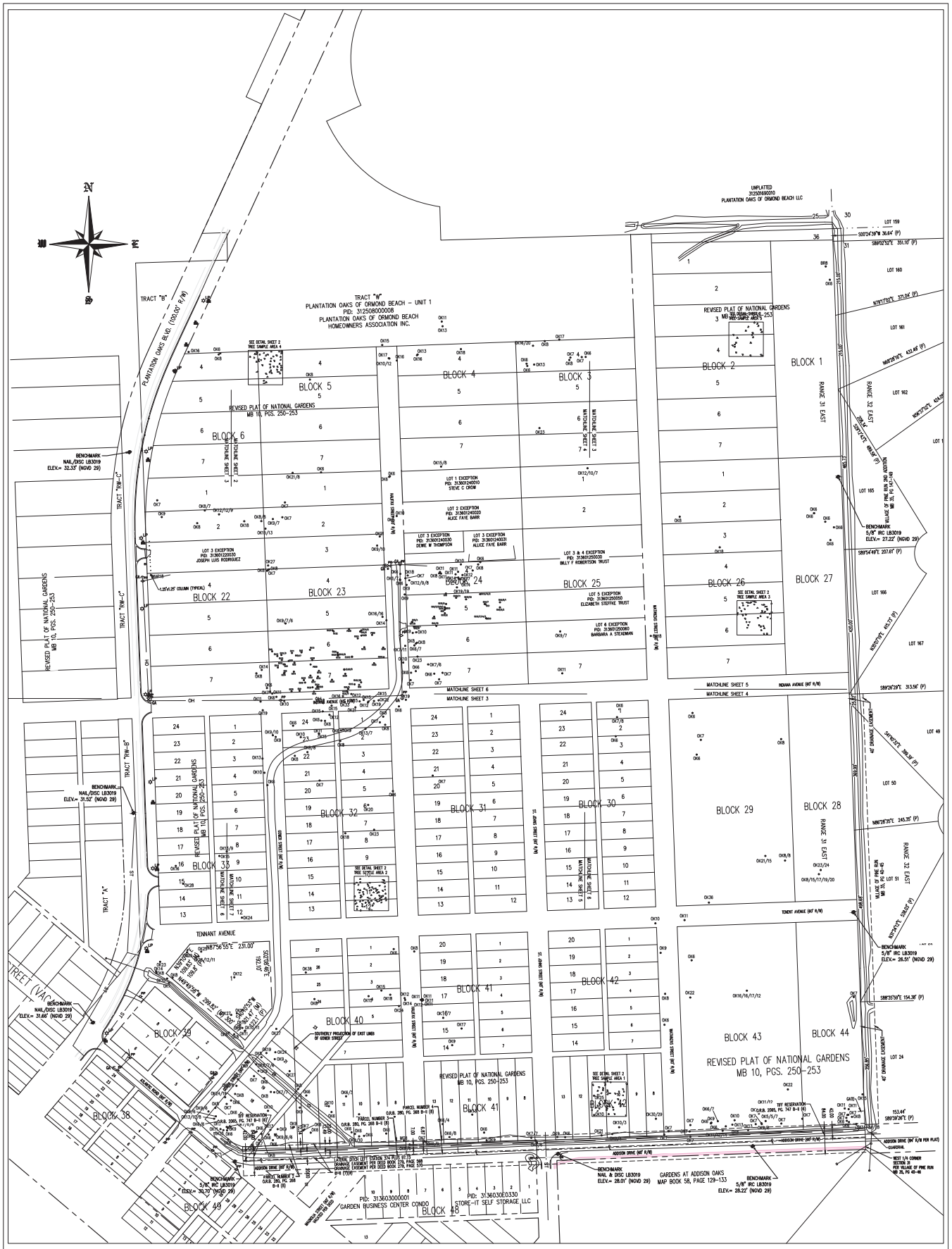
LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE N88°19'26"E, 345.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S02°05'34"E, 361.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 25; THENCE S88°15'13"W, 345.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N02°06'23"W, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 25, BEING THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 24; THENCE S88°18'23"W, 345.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N02°07'12"W, 271.46 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.

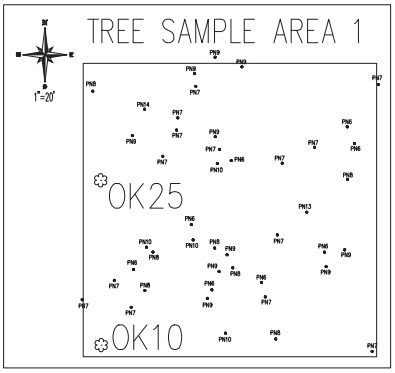
SURVEYORS NOTES

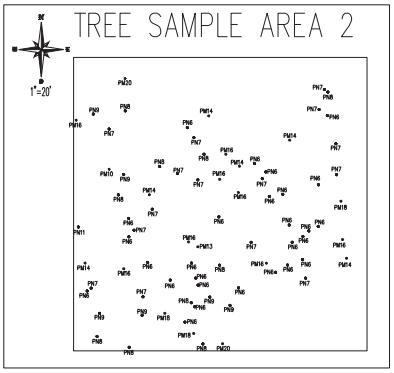
1. NOTICE: THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT #1016422; ISSUING OFFICE #3714601, FILE #2832–17 DATED FEBRUARY 10, 2021 AT 11:00 PM..
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF SECTION 36 BEING S02°04'48E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER NGS MONUMENT DESIGNATION X–228 HAVING A PUBLISHED ELEVATION OF 28.48' NAVD 88. (NGVD 30.573 FEET)
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0203K. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"=500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. THE PORTION OF PENNSYLVANIA AVENUE SHOWN HEREON AS VACATED (PER ORB 5498, PAGE 1745)(VOLUSIA COUNTY RESOLUTION 2005–15) HAS BEEN INCLUDED IN THIS BOUNDARY SURVEY ALTHOUGH IT WAS NOT INCLUDED IN THE DESCRIPTION PROVIDED BY THE TITLE COMPANY IN THE COMMITMENT SHOWN IN NOTE #1 ABOVE.
10. THE VERTICAL RELIEF SHOWN HEREON IS BASED ON A GROUND SURVEY PERFORMED BY SLIGER & ASSOCIATES, INC.

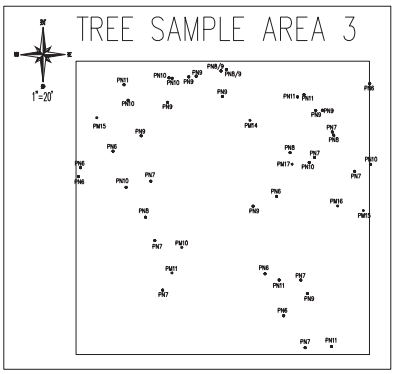

TOTAL GROSS LAND AREA:
3,092,627 SQUARE FEET OR
70.997 ACRES, MORE OR LESS
TRACT "W"
PLANTATION OAKS OF ORMOND BEACH – UNIT 1
PID: 3125080000008
PLANTATION OAKS OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.
TRACT W
PLAN OAKS
TRACT "B"
PLANTATION OAKS BLVD. (100.00' R/W)
SOUTH LINE, TRACT W
PLANTATION OAKS OF ORMOND BEACH
UNIT 1 MB 59 PG 138-154
S88°58'56"W 1307.40' (P)
N87°55'16"E 1308.48' (M)
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS
MB10, PG's 250-253
AND NORTH LINE OF SECTION 36
N88°20'29"E 585.53' (M) 585' (P)
EASTERLY LINE AS NOW MONUMENTED
TRACT W PLANTATION OAKS OF
ORMOND BEACH UNIT 1 MB 59 PG 138-154
N02°05'34"W 298.88' (M)
N02°04'48"W 298.90' (P)
S02°04'48"E 36.64' (P)
S89°02'54"E 351.10' (P)
N02°04'48"W 432.90' (P)
N02°07'59"W 454.90'
N02°07'59"W 90.48' (P)
N02°07'59"W 90.47' (M)
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
LOT 159
LOT 160
LOT 161
LOT 162
LOT 165
LOT 166
LOT 167
LOT 1
LOT 49
LOT 50
LOT 51
LOT 52
LOT 24
(E)
R=1096.00'
L=514.18'
CB=S11°17'38"E
CH=509.48'
(M)
Δ=26°52'48"
R=1096.00' (M)
L=514.18'
CB=S11°17'38"W
CH=509.48'
EASTERLY RIGHT OF WAY LINE,
PLANTATION OAKS BOULEVARD,
"FORMALLY BROADWAY 100.00 FOOT
WIDE RIGHT OF WAY"
PER REVISED PLAT NATIONAL GARDENS
MB10, PG's 250-253
BENCHMARK
NAIL/DISC LB3019
ELEV.= 31.33' (NAVD 88)
TRACT "RW-C"
N02°07'59"W 20.19'
N02°08'46"W 20.19' (M)
MONUMENTED NORTHERLY LINE, LOT 3, BLOCK 22 PER
REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S87°51'51"W 345.14'
N87°48'07"E 345.12'
MONUMENTED SOUTHERLY LINE, LOT 3, BLOCK 22 PER
REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
N87°48'07"E 345.12' (M)
N87°51'51"E 345.14' (P)
FOUND 5/8" IRC ILLEGIBLE
FOUND 1" IP NO ID
SET 5/8" IRC LB 3019
1.25'x1.25' COLUMN (TYPICAL)
REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
BLOCK 22
BLOCK 23
BLOCK 24
BLOCK 25
BLOCK 26
BLOCK 27
NORTHERLY LINE, LOT 1, BLOCK 24 PER REVISED
PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°21'33"W 345.20'
N88°21'33"E 345.20' (M)
N88°21'33"E 345.20' (P)
EASTERLY LINE, LOT 1 &
BLOCK 24 PER REVISED
PLAT NATIONAL GARDENS
MB10, PG's 250-253
N02°06'23"W 180.76'
N02°06'23"W 180.76' (M)
WESTERLY LINE, LOT 3 &
BLOCK 24 PER REVISED
PLAT NATIONAL GARDENS
MB10, PG's 250-253
S02°07'12"E 271.46'
S02°06'23"E 271.46' (M)
LOT 2 EXCEPTION
PID: 3136031440001
ALICE FAYE BARR
LOT 3 EXCEPTION
PID: 3136031440001
DENISE N THOMPSON
LOT 3 EXCEPTION
PID: 3136031440001
ALICE FAYE BARR
NORTHERLY LINE, LOT 3,
BLOCK 25 PER REVISED
PLAT NATIONAL GARDENS
MB10, PG's 250-253
S88°19'26"W 345.16'
S88°19'26"W 345.16' (M)
LOT 3 & 4 EXCEPTION
PID: 3136012550030
BILLY F ROBERTSON TRUST
LOT 5 EXCEPTION
PID: 3136012550050
ELIZABETH STREYFAE TRUST
EASTERLY LINE, LOTS 4 &
BLOCK 25 PER REVISED
PLAT NATIONAL GARDENS
MB10, PG's 250-253
N02°06'23"W 271.15'
N02°06'23"W 271.15' (M)
S88°18'23"W 345.14'
S88°18'23"W 345.14' (M)
SOUTHERLY LINE, LOT 3, BLOCK 24 PER REVISED
PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°15'13"W 345.07'
SOUTHERLY LINE, LOT 6, BLOCK 25 PER REVISED
PLAT NATIONAL GARDENS MB10, PG's 250-253
SET 5/8" IRC LB 3019
RECOVERED 4x4 CM PRM NO ID LEANING ON LINE
FOUND 5/8" IRON ROD NO ID S87°55'43"W 0.084'
FOUND 5/8" IRON ROD NO ID S87°55'43"W 1.816'
FOUND 5/8" IRON ROD NO ID S87°55'43"W 0.229'
FOUND 5/8" IRON ROD & CAP LB 3019 S87°55'58"W 0.296'
FOUND 5/8" IRON ROD NO ID S87°55'43"W 0.229'
INDIANA AVE.
S89°26'25"E 313.56' (P)
S89°26'25"E 313.56' (M)
S89°26'25"E 314.00' (P)
S89°26'25"E 314.00' (M)
S89°26'25"E 345.35' (P)
S89°26'25"E 345.35' (M)
S89°26'25"E 345.35' (P)
S89°26'25"E 345.35' (M)
S89°35'59"E 154.38' (P)
S89°35'59"E 154.38' (M)
153.44'
S89°39'26"E (P)
S89°39'26"E (M)
40' DRAINAGE EASEMENT
TENNANT AVENUE (60' R/W)
TENNANT AVENUE
BLOCK 29
BLOCK 28
BLOCK 30
BLOCK 31
BLOCK 32
BLOCK 33
BLOCK 39
BLOCK 40
BLOCK 41
BLOCK 42
BLOCK 43
BLOCK 44
BLOCK 38
BLOCK 49
BLOCK 48
STREET (VACATED)
BENCHMARK
NAIL/DISC LB3019
ELEV.= 30.52' (NAVD 88)
BENCHMARK
NAIL/DISC LB3019
ELEV.= 30.68' (NAVD 88)
BENCHMARK
NAIL/DISC LB3019
ELEV.= 29.70' (NAVD 88)
BENCHMARK
NAIL & DISC LB3019
ELEV.= 27.01' (NAVD 88)
BENCHMARK
5/8" IRC LB3019
ELEV.= 27.22' (NAVD 88)
BENCHMARK
5/8" IRC LB3019
ELEV.= 25.51' (NAVD 88)
Δ=18°21'39"
R=243.96'
L=78.20'
CB=N07°02'04"E
CH=77.86'
S87°52'26"W 1804.88' (M)
NORTHERLY RIGHT OF WAY LINE, ADDISON DRIVE
60.00' RIGHT OF WAY PER REVISED PLAT
NATIONAL GARDENS MB10, PG's 250-253
ADDISON DRIVE (60' R/W)
ADDISON DRIVE (60' R/W PER PLAT)
QUANOMA
NORTHERLY RIGHT OF WAY LINE,
ATLANTIC ROAD 60.00' RIGHT OF WAY,
PER REVISED PLAT NATIONAL
GARDENS MB10, PG's 250-253
EASTERLY RIGHT OF WAY LINE,
GOWER STREET 60.00' RIGHT OF WAY
PER REVISED PLAT NATIONAL
GARDENS MB10, PG's 250-253
SOUTHERLY PROJECTION OF EAST LINE
OF GOWER STREET
PARCEL NUMBER 4
O.R.B. 2815, PG. 368
PARCEL NUMBER 5
O.R.B. 2815, PG. 368
PARCEL NUMBER 6
O.R.B. 2815, PG. 368
PARCEL NUMBER 7
O.R.B. 2815, PG. 368
PARCEL NUMBER 8
O.R.B. 2815, PG. 368
PARCEL NUMBER 9
O.R.B. 2815, PG. 368
PARCEL NUMBER 10
O.R.B. 2815, PG. 368
PARCEL NUMBER 11
O.R.B. 2815, PG. 368
PARCEL NUMBER 12
O.R.B. 2815, PG. 368
PARCEL NUMBER 13
O.R.B. 2815, PG. 368
PARCEL NUMBER 14
O.R.B. 2815, PG. 368
PARCEL NUMBER 15
O.R.B. 2815, PG. 368
PARCEL NUMBER 16
O.R.B. 2815, PG. 368
PARCEL NUMBER 17
O.R.B. 2815, PG. 368
PARCEL NUMBER 18
O.R.B. 2815, PG. 368
PARCEL NUMBER 19
O.R.B. 2815, PG. 368
PARCEL NUMBER 20
O.R.B. 2815, PG. 368
PARCEL NUMBER 21
O.R.B. 2815, PG. 368
PARCEL NUMBER 22
O.R.B. 2815, PG. 368
PARCEL NUMBER 23
O.R.B. 2815, PG. 368
PARCEL NUMBER 24
O.R.B. 2815, PG. 368
PARCEL NUMBER 25
O.R.B. 2815, PG. 368
PARCEL NUMBER 26
O.R.B. 2815, PG. 368
PARCEL NUMBER 27
O.R.B. 2815, PG. 368
PARCEL NUMBER 28
O.R.B. 2815, PG. 368
PARCEL NUMBER 29
O.R.B. 2815, PG. 368
PARCEL NUMBER 30
O.R.B. 2815, PG. 368
PARCEL NUMBER 31
O.R.B. 2815, PG. 368
PARCEL NUMBER 32
O.R.B. 2815, PG. 368
PARCEL NUMBER 33
O.R.B. 2815, PG. 368
PARCEL NUMBER 34
O.R.B. 2815, PG. 368
PARCEL NUMBER 35
O.R.B. 2815, PG. 368
PARCEL NUMBER 36
O.R.B. 2815, PG. 368
PARCEL NUMBER 37
O.R.B. 2815, PG. 368
PARCEL NUMBER 38
O.R.B. 2815, PG. 368
PARCEL NUMBER 39
O.R.B. 2815, PG. 368
PARCEL NUMBER 40
O.R.B. 2815, PG. 368
PARCEL NUMBER 41
O.R.B. 2815, PG. 368
PARCEL NUMBER 42
O.R.B. 2815, PG. 368
PARCEL NUMBER 43
O.R.B. 2815, PG. 368
PARCEL NUMBER 44
O.R.B. 2815, PG. 368
PARCEL NUMBER 45
O.R.B. 2815, PG. 368
PARCEL NUMBER 46
O.R.B. 2815, PG. 368
PARCEL NUMBER 47
O.R.B. 2815, PG. 368
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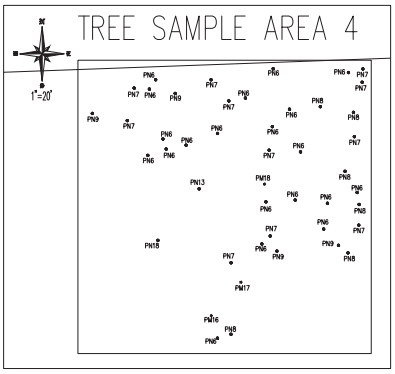

TRACT "B"
TRACT "M"
PLANTATION OAKS OF ORMOND BEACH – UNIT 1
PID: 312508000008
PLANTATION OAKS OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.
PLANTATION OAKS BLVD. (100.00' R/W)
UNPLATTED
3125016900010
PLANTATION OAKS OF ORMOND BEACH LLC
REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 22
BLOCK 23
BLOCK 24
BLOCK 25
BLOCK 26
BLOCK 27
BLOCK 28
BLOCK 29
BLOCK 30
BLOCK 31
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BLOCK 40
BLOCK 41
BLOCK 42
BLOCK 43
BLOCK 44
BLOCK 45
BLOCK 46
BLOCK 47
BLOCK 48
RANGE 31 EAST
RANGE 32 EAST
TRACT "A"
TRACT "TRW-B"
TRACT "TRW-C"
TENNANT AVENUE
INDIANA AVENUE (80' R/W)
ADDISON DRIVE (80' R/W)
MATCHLINE SHEET 2
MATCHLINE SHEET 3
MATCHLINE SHEET 4
MATCHLINE SHEET 5
MATCHLINE SHEET 6
MATCHLINE SHEET 7
BENCHMARK NAIL/DISC LB3019 ELEV.= 32.33' (NGVD 29)
BENCHMARK NAIL/DISC LB3019 ELEV.= 31.52' (NGVD 29)
BENCHMARK NAIL/DISC LB3019 ELEV.= 31.66' (NGVD 29)
BENCHMARK 5/8" IRC LB3019 ELEV.= 27.22' (NGVD 29)
BENCHMARK 5/8" IRC LB3019 ELEV.= 26.51' (NGVD 29)
BENCHMARK NAIL & DISC LB3019 ELEV.= 28.01' (NGVD 29)
BENCHMARK 5/8" IRC LB3019 ELEV.= 26.22' (NGVD 29)
GARDENS AT ADDISON OAKS MAP BOOK 58, PAGE 129-133
PID: 3136030000001
GARDEN BUSINESS CENTER CONDO
PID: 3136030E0330
STORE-IT SELF STORAGE LLC
LOT 1 EXCEPTION PID: 3136012400010 STEVE C ORCHE
LOT 2 EXCEPTION PID: 3136012400020 ALICE FAYE BARR
LOT 3 EXCEPTION PID: 3136012400030 JOSEPH LUIS RODRIGUEZ
LOT 3 EXCEPTION PID: 3136012400030 DENISE W THOMPSON
LOT 3 EXCEPTION PID: 3136012400030 ALICE FAYE BARR
LOT 3 & 4 EXCEPTION PID: 3136012500030 BILLY F ROBERTSON TRUST
LOT 5 EXCEPTION PID: 3136012500050 ELIZABETH STEFFIE TRUST
LOT 6 EXCEPTION PID: 3136012500060 BARBARA A STEADMAN
SEE DETAIL SHEET 2 TREE SAMPLE AREA 4
SEE DETAIL SHEET 2 TREE SAMPLE AREA 3
SEE DETAIL SHEET 2 TREE SAMPLE AREA 2
SEE DETAIL SHEET 2 TREE SAMPLE AREA 1
REVISED PLAT OF NATIONAL GARDENS MB 10, PGS. 250-253
TREE LOCATION MAP
ALTA/NSPS LAND TITLE SURVEY
LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 24, T-16-S, R-31-E, VOLUSIA COUNTY, FLORIDA
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
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ABBREVIATIONS
LEGEND
FOR: RIDGE DEVELOPMENT GROUP
SCALE: 1"=120' FIELD BOOK: 889 PAGE(S): 27-34 SHEET 8 OF 9
TYPE OF SURVEY
DATE OF SURVEY
JOB NUMBER
PARTY CHIEF
DRAWN BY
CHECKED BY
SPECIFIC PURPOSE : X/XX/2011 – 11-XXXX – J. MOLLER – D. HITCHCOCK – J. ZAPERT
BOUNDARY SURVEY
TOPOGRAPHIC SURVEY
FOUNDATION SURVEY
FINAL SURVEY
RECERTIFICATION SURVEY

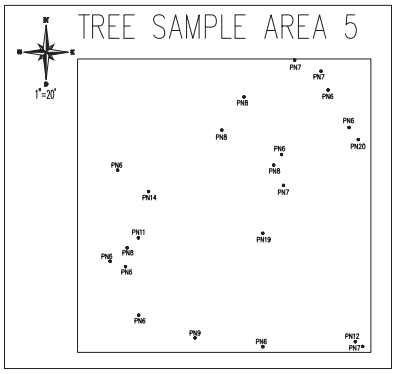
SEE SHEET 8 OF 9 FOR LOCATION OF DETAIL BLOCKS











SURVEYORS NOTES

1. NOTICE: THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITTMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT #1016422; ISSUING OFFICE #3714601, FILE #2832-17 DATED FEBRUARY 10, 2021 AT 11:00 PM..
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF SECTION 36 BEING S02°04'46E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER NGS MONUMENT DESIGNATION X-226 HAVING A PUBLISHED ELEVATION OF 30.573 FEET (29.48' NAVD 88).
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0203K. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"=500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. THE PORTION OF PENNSYLVANIA AVENUE SHOWN HEREON AS VACATED (PER ORB 5498, PAGE 1745)(VOLUSIA COUNTY RESOLUTION 2005-15) HAS BEEN INCLUDED IN THIS BOUNDARY SURVEY ALTHOUGH IT WAS NOT INCLUDED IN THE DESCRIPTION PROVIDED BY THE TITLE COMPANY IN THE COMMITTMENT SHOWN IN NOTE #1 ABOVE.
10. LOT 7, BLOCK 4 IS NOT MENTIONED IN TITLE COMMITMENT DESCRIPTION. PER THE VOLUSIA COUNTY TAX ASSESSOR, THE TITLE IS VESTED IN SHILLOC FAMILY LP NUMBER ONE AS A PORTION OF PARCEL 2 (TAX ID #313601010011 – LOTS 4 TO 7 INCLUSIVE, BLOCK 4) AND HAS BEEN INCLUDED IN THIS SURVEY PER CLIENT DIRECTION.
11. THE VERTICAL RELIEF SHOWN HEREON IS BASED ON A GROUND SURVEY PERFORMED BY SLIGER & ASSOCIATES, INC.

ALTA/NSPS LAND TITLE SURVEY
LOCATED IN THE NW 1/4 OF THE SW 1/4 OF
SECTION 24, T-16-S, R-31-E,
VOLUSIA COUNTY, FLORIDA

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

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ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FC—	BURIED FIBER OPTIC CABLE	MES	MITERED END SECTION
TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX	R	RADIUS	SEC	SECTION	—T—	BURIED TELEPHONE LINE	RCP	REINFORCED CONCRETE PIPE
TOE	TOE OF SLOPE	FH	FIRE HYDRANT	L	ARC LENGTH	TWP	TOWNSHIP	—W—	BURIED WATER LINE	CMP	CORRUGATED METAL PIPE
CLS	CENTERLINE OF SWALE	WM	WATER METER	CB	CHORD BEARING	RGE	RANGE	—E—	BURIED ELECTRIC LINE	MH	MANHOLE
CLD	CENTERLINE OF DITCH	LP	LIGHT POLE	CH	CHORD DISTANCE	R/W	RIGHT OF WAY	—G—	BURIED GAS LINE	MB	MAP BOOK
CO	CLEANOUT	PP	POWER POLE/UTILITY POLE	FP&L CO	FLORIDA POWER & LIGHT COMPANY	CONC	CONCRETE	—TV—	BURIED TELEVISION LINE	BK	BOOK
SAN	SANITARY	GA	GUY ANCHOR	NGVD	NATIONAL GEODETIC VERTICAL DATUM	EL	ELEVATION	—FM—	BURIED FORCE MAIN	OR	OFFICIAL RECORDS BOOK
ES	ELECTRIC SERVICE	OPP	CONCRETE POWER POLE	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(NR)	NON RADIAL	— • —	AERIAL UTILITY LINE	PG	PAGE
RCP	REINFORCED CONCRETE PIPE	WPP	WOOD POWER POLE		CENTERLINE	(P)	PLAT	(R)	RADIAL	ID	IDENTIFICATION
VCP	VITREOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE			(M)	MEASURED	(D)	DEED	(TYP)	TYPICAL
INV	INVERT	CONC	CONCRETE					(DESC)	DESCRIPTION	MH	MANHOLE

FOR: RIDGE DEVELOPMENT GROUP											
SCALE: 1"=20'		FIELD BOOK: 889		PAGE(S): 27-34				SHEET 9 OF 9			
TYPE OF SURVEY		DATE OF SURVEY		JOB NUMBER		PARTY CHIEF		DRAWN BY		CHECKED BY	
SPECIFIC PURPOSE	:		–		–		–		–		
BOUNDARY SURVEY	:	X/XX/2011	–	11-XXXX	–	J. MOLLER	–	D HITCHCOCK	–	J ZAPERT	
TOPOGRAPHIC SURVEY	:		–		–		–		–		
FOUNDATION SURVEY	:		–		–		–		–		
FINAL SURVEY	:		–		–		–		–		
RECERTIFICATION SURVEY	:		–		–		–		–		

LEGEND

ES	ELECTRIC SERVICE	TSB	TRAFFIC SIGNAL BOX
CMB	MAIL BOX	CO	CLEAN OUT
	SIGN		CONCRETE MONUMENT
	TREE		PERMANENT REFERENCE MONUMENT
FH	FIRE HYDRANT		PERMANENT CONTROL POINT
WM	WATER METER	(R)	RADIAL LINE
GA	GUY ANCHOR	(NR)	NON-RADIAL LINE
UP	UTILITY POLE	WV	WATER VALVE
	IRON ROD WITH CAP		EXISTING ELEVATION
	IRON PIPE	TV	CABLE TELEVISION BOX
TB	TELEPHONE BOX		

DRAFT

Planning Board minutes from

April 13, 2023

ITEM:

PP-2022-061(C)

RidgeHaven subdivision

Preliminary Plat

V. APPROVAL OF MINUTES

March 09, 2023

Mr. Scudiero moved to approve the March 09, 2023 Minutes. Mr. Railsback seconded the motion. Vote was called, and the motion was approved (6-0).

VI. PLANNING DIRECTOR'S REPORT

No report.

VII. PUBLIC HEARINGS

A. ZMA 2022-061(A), RidgeHaven subdivision, Zoning Map Amendment

Mr. Spraker explained that all three RidgeHaven agenda items will be shared together and suggested that the Board vote on one at a time.

Mr. Spraker, Planning Director, reviewed the first request from RidgeHaven, LLC., with authorization of the property owner, Snilloc Family Limited Partnership Number One, for a zoning map amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development, for 103.45 acres. Mr. Spraker continued that the proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and included the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050.

Mr. Spraker stated that this property went through a Land Use Amendment where the majority of the property was in unincorporated Volusia County. There was a minimum of four residential units per acre (337 units) and allowed up to eight residential units per acre (674 units). He added that there were already 19.19 acres that were already in the city that allowed eight residential units per acre. The total residential units for the project was 827 units under previous land uses. Mr. Spraker continued that as the project moved on it had to be decided on whether to develop in unincorporated Volusia County and get utilities from the City of Ormond Beach or annex into the City of Ormond Beach for the entire subdivision process. It was decided to go through the City of Ormond Beach for the process and as part of the Land Use Amendment and the residential units were decreased to 298 residential units. Mr. Spraker noted that the existing land use today is "Low Density Residential" and "Medium Density Residential" is along Addison Drive. He explained that there are outparcels in which the RidgeHaven subdivision owners do not own, therefore they are not part of the zoning map amendment. They have designated zoning through the Interlocal Service Boundary Agreement (ISBA) process. Mr. Spraker stated that the zoning map does not approve any site plans, as it is the framework to allow the process for a development order.

Mr. Spraker concluded that the Site Plan Review Committee (SPRC) is recommending approval of the zoning map amendment and reviewed the tentative

City Commission meeting dates May 16, 2023 for first reading and June 6, 2023 for second reading.

B. <u>DO 2022-061(B), RidgeHaven subdivision, Issuance of a Development Order</u>

Mr. Spraker, Planning Director, continued with an explanation of the next RidgeHaven request, the issuance of a development order for 286 residential lots on 103.45 acres and associated site improvements. He expounded on the development order and how it is a zoning document, and expressed how unique RidgeHaven is as they have done both the zoning document and the preliminary plat together as well as provided detailed construction drawings. Mr. Spraker commented how the project started with the Site Plan Review Committee (SPRC), they had a neighborhood meeting in July 2022, it is now before the Planning Board, an advisory board appointed by the City Commission and then will go before the City Commission May 16, 2023 and June 6, 2023. He reviewed past applications that the project has gone through from the ISBA amendment, land use map amendment, and annexation.

Mr. Spraker stated that the gross density is 2.76 units per acre for the proposed subdivision. Taking out the wetlands, the net density is 2.95 units per acre. He added that the applicants have done an innovative design that has mixed housing types with duplex units along Addison Drive, consistent with the Gardens of Bella Vita, and they have done 136 interior lots of 50' wide, and 66 larger lots at 75' wide, along the Village of Pine Run. Mr. Spraker showed where the outparcels are and reiterated that they are not part of the overall plan. Outparcels will have platted access to their property. Mr. Spraker stated that the access points are along Plantation Oaks Boulevard. There is no access on Addison Drive. Mr. Spraker added that the project has provided school concurrency, a traffic analysis was provided, and a proportionate fair share agreement is required. He continued that stormwater was analyzed and the project will have less stormwater rate and volume post-development than in pre-development conditions. A St. Johns permit was issued for both the wetlands and the stormwater. The stormwater will be used for irrigation of the subdivision. A master irrigation will be done out of the stormwater with no individual wells. Mr. Spraker added that there is a ditch partially located along the interface of the Village of Pine Run that will be placed in the easement. It is 10' on the RidgeHaven property and then goes off onto the Village of Pine Run property.

Mr. Spraker continued that the three historic trees onsite are being preserved. The Village of Pine Run property interface has a 35' natural landscape buffer, and the LDC requires a 6' landscape buffer. The project design also exceeded the buffer requirements along Plantation Oaks Boulevard, Addison Drive and on the third phase of Plantation Oaks. Mr. Spraker stated that the project has proposed 24.67 percent of the site as natural preservation. The LDC requires only 15 percent under straight zoning and 20 percent under the Planned Development. He added that there are approximately 8 acres of wetlands of which they are impacting 1.75 acres. Sidewalks are being put in on both sides internally and also connecting to U.S. Highway 1. Mr. Spraker stated that the project has recreational improvements including a 33,000 square foot outdoor amenity area including a pool and pool deck, a dog park, playground and activity field. Walking trails are also part of the recreational improvements.

Mr. Spraker went over the development order waivers. One of them is for outdoor recreation in lieu of indoor recreation, which he explained is allowed in a Planned

Residential Development. A wet detention of the depth for the pond, to maintain the fill onsite for the stormwater irrigation. A 40' buffer building setback is also required. Mr. Spraker reviewed the development order benefits from the reduction in density, the innovative site design, natural preservation, landscape buffers, and additional recreation of amenities.

Mr. Spraker reviewed the two notices of concern; one from Mr. Lehman, 1135 Benton Street, who is not in support of the application; and a neighbor to the property, Mr. Rodriguez, who is interested in screening from the project.

Mr. Spraker concluded that the SPRC is recommending approval of this application. It is planned that the item will go before the City Commission for first reading on May 16, 2023 and second reading on June 6, 2023.

C. PP 2022-061(C), RidgeHaven subdivision, Preliminary Plat

Mr. Spraker, Planning Director, continued with the RidgeHaven request for a preliminary plat for 286 residential lots on 103.45 acres and associated site improvements. He explained that a preliminary plat is a document that subdivides land. The SPRC recommends approval of the preliminary plat.

Applicant's presentation

Mr. Glenn Storch, P.A., Storch Law Firm, 420 S. Nova Road, Daytona Beach, Representative, reviewed the history of other applications this project went through. The annexation of the project now allows reduction in permitted density, clustering, preservation of wetlands, municipal utilities and creative design. Mr. Storch explained that the applicant for the project stipulated for the Comprehensive Plan Amendment that was approved by the City and DEO. The limited number of units was limited to 298 for the entire parcel, no more than 3 units per acre. The PRD reduces the number now to 286 units. This reduced the density by 754 units and from 8 units per acre. Mr. Storch explained the diversity of the residential community further by detailing the plan for 84 duplex lots, 135 single-family 50' wide lots, and 66 single-family 75' wide estate lots.

Mr. Storch reviewed the environmental quality of life goal for the project stating that they will preserve a large wetland and upland buffer area in the center of the community, natural vegetation and tree preservation area, and explained how they are exceeding the required tree preservation. He added that most of the lots will have connections to natural vegetation in the community. Twenty-five percent of the land will remain untouched. Mr. Storch reiterated the inclusion of over 50,000 square feet of outdoor recreation area, in which the 33,000 square feet that was aforementioned is included..

Mr. Storch reviewed the effective water management part of the project with the minimization of water use. He covered that the irrigation will be from the use of the stormwater retention ponds, explained the aquifer recharge, and no groundwater wells or septic tanks, as the project will utilize the City of Ormond Beach potable water and sanitary sewer services. Mr. Storch stated that there will be no impact to the adjacent residential potable wells (Village of Pine Run) caused by a draw down or septic pollution of groundwater. He noted that the project is not within the 100-

year floodplain. In regards to protecting the adjoining neighbors, Mr. Storch mentioned that to the east of the project there will be a natural wooded buffer of at least 35', adjacent to the Village of Pine Run, and coupled with the existing canal, neighboring residents will be at least 100' to 150' away from new homes in RidgeHaven. He continued that to the south on Addison Drive, there is no access and only a vegetated buffer. To the north, there is a common area and wetlands and to the west is Plantation Oaks Boulevard. The entrances direct traffic towards the U.S. Highway 1 signal and away from existing residential.

Mr. Storch touched on some of the design of the community and displayed a landscaped entry sign and added that there will be ornamental streetlights and sign poles to provide an up-scale aesthetic. 298 street trees will be planted throughout the development along the streets, and in addition every lot will have trees planted, totaling 1,552 new trees in addition to the preserved trees. Mr. Storch added that the Homeowners' Association (HOA) will maintain and manage the natural areas and remove invasive species, and also added that there will be retention of more stormwater onsite than existing conditions – *more retention than required*. There will be less stormwater going off the site than what is on there presently.

Ms. Shull opened it up to the Board.

Board Questions

Mr. Railsback asked if the outparcels are vacant and if there are any improvements on them. Mr. Storch replied that there is a house on one of them and their access will be maintained and will provide them an easement. He added that they will have a paved road for the project portion and suggests that in the future it would be beneficial to them to annex into city water and sewer.

Mr. du Moulin expressed concern with guarantee of the HOA's responsibility with governing the irrigation system for the retention ponds. He referenced his experience with being part of an HOA and how they are mostly run by the members of the community. Mr. Storch replied that St. John's River Water Management District (SJRWMD) manages the permitting of the ponds and sets requirements through their permitting process. He commented that HOAs typically contract a company to maintain the ponds. He added that the ponds will be nice with fountains in them, which requires less maintenance. It was said that if the ponds are not maintained, the City, SJRWMD and homeowners have rights to take action. Mr. Storch stated that the invasive species are analyzed annually and taken care of. The HOA document is being drafted to address the matters and inform the home purchasers.

Mr. Railsback concurred with the comments and suggested that the responsibilities be clear in the covenants.

Mr. Jorczak questioned what the lot sizes are on the adjacent developments of Village of Pine Run and Plantation Oaks. Mr. Storch replied that Plantation Oaks are 50' by 100' which is consistent with what is being built. It was mentioned that there are smaller parcels and multi-family townhouses off of Addison Drive. There are also townhouses to the west of the development. Mr. Storch added that Village of Pine Run are approximately one acre and they have septic tanks and wells.

Mr. Scudiero inquired about the recreation areas planned for the development and why there is not more of a focus on indoor recreation area, like that of the outdoor recreation. Mr. Storch answered that the size of any recreation area is bases off of the number of units, therefore the indoor recreation area would have to be vast. He concluded that there would be no need for a fitness center with the amount of outdoor area, the pool and walking trails.

Mr. Scudiero asked if the natural areas on the map presented showed area that has been clear-cut. It was confirmed by Mr. Storch that the project was not clear-cutting due to clustering.

Mr. Jorczak inquired about the target-market price range of the homes. Mr. Storch replied that there will be a diverse market of approximately $300,000 for a duplex, and $400,000, $500,000, $600,000, and up to $700, 000 for the homes.

Ms. Shull asked if the property was out of flood zone X. Mr. Storch confirmed it is. Ms. Shull inquired about the rental restrictions for short-term rentals for the HOA. Mr. Storch will work on creating rental restrictions that reflect not allowing short-term rentals in the covenants and restrictions. There was discussion about rental communities and how it is not the goal for this project to be one.

Mr. du Moulin inquired about the stormwater. Mr. Storch stated that there will be less stormwater post-development and explained how the project will maintain more stormwater on the site than presently goes off of the property.

Mr. Storch addressed the earlier inquiry regarding a property on the cul-de-sac with a lighting concern, and requested a vinyl fence or hedge be installed and stated that the request will be adhered to.

Audience Comments

Mr. Luis Rodriguez, 1155 Plantation Oaks Boulevard, commented in regards to him being the individual who requested the fence. He stated that he prefers both the vinyl fence and vegetation (hedges). He stated that he worked at Sea Ray Boats and referenced a similar situation take place there where a parking lot was cleared out and at 5:00 a.m., the headlights came in. Mr. Rodriguez expressed concern with the pesticides being close to his home and family. He noted that he has a well. He requested that it not be possible for "drifters" and RVs to park close to him. He asked if the lot at the upside of the cul-de-sac can be eliminated, allowing the cul-de-sac to move back further for more safety and privacy. Mr. Luis explained that he hopes the water does not go his way in the event of a storm and hopes it is worked out in the .elevation planning. He concluded that he hopes that no one else can live on the cul-de-sac.

Mr. Charles Genter, 58 Indianhead Drive, Ormond Lakes, stated that he is a board member and Past President of the Ormond Lakes HOA. He noted that he wants to address the dilemma that Ormond Lakes faces with increasing amount of stormwater resulting from continuing land development and water shed. Mr. Genter continued that Ormond Lakes has no control over how much stormwater is being sent to them. Ormond Lakes is working diligently to optimize their stormwater system by spending $145,000 on a stormwater system since the storms in October and November 2022.

He added that the estuaries were back-washing that overwhelmed the Ormond Lakes storm distribution culverts. As a result, raw sewage was in the street due to lift station and street flooding. Several residents had water reach their garage. He continued that the Ormond Beach water shed is 5 square miles from the north and west and is expanding through development. Mr. Genter stated that there are six new developments and several more in the planning stage and each new project will send water downhill to the Ormond Lakes system using the open ditch system. Ormond Lakes is the last stop for stormwater before the estuaries. Mr. Genter emphasized that water runs downhill and a significant amount of stormwater enters their system. He asks how much water is coming and if a study has been done. He remarked that he asked that question in 2019 and 2020 and the answer is the same then as it is today, no one knows. He expressed frustration with the Planning Board, city engineers and City Commissioners for their misunderstanding of the problem stormwater management is. He pleaded for assistance from the City of Ormond Beach.

Mr. Tom Gaynor, 22 Rocky Bluff Drive, Ormond Lakes, concurred with Mr. Genter, commenting that Ormond Lakes has problems. He continued that each new development will affect the flooding as all of the surrounding areas to Ormond Lakes do. He added that during a 100 or 500-year storm the flood will become one, according to Mr. Gaynor. He stated that when North Beach Street floods, the water backs up to the Ormond Lakes exit. Last November the estuaries overran the exits and back flushed the area. Mr. Gaynor commented that when the engineers look at it, the data looks fine but when there is a big storm there is a problem. He inquired about the directional flow of the water and noted that they are at 8' above sea level, and that the ponds are at 29' above sea level. Mr. Gaynor stated that they need help from the City as they are out of money.

Ms. Shull asked Mr. Spraker if staff has met with the Ormond Lakes HOA before. Mr. Spraker replied that he and Mr. David Allen, Civil Engineer, met with them after the hurricane. He stated that there is a Stormwater Master Plan that has a study for the Ormond Lakes areas and that the Ormond Lakes complaints are not being ignored. The RidgeHaven subdivision is discharging less in the post development stage, in terms of rate and volume, then the pre-development condition. Mr. Spraker concluded that the applicant will give additional information on the matter and Mr. Allen will follow with his stormwater observations.

Mr. Parker Mynchenberg, Parker Mynchenberg & Associates, 1729 Ridgewood Avenue, stated that when the ponds are dug deeper, it does not create additional storage. It is when the area gets bigger that you get the additional storage. He explained that a wetland is being preserved in Plantation Oaks that abuts the site to the north. He further explained that when Plantation Oaks Boulevard was built, a new outfall was created that runs along the Village of Pine Run, easterly to 2,000 acres in the natural gardens that was sold to the state. There is a discharge easement to the park at 8' to 9' elevation. Mr. Mynchenberg remarked that he knows the area and drainage well, being that he designed Ormond Lakes, Halifax Plantation and Plantation Oaks. He added that he met with Mr. Allen regarding the RidgeHaven impacts to Ormond Lakes and Pine Run and did some research. There is a big ditch along Addison Boulevard and between the subject property and the Village of Pine Run. A ditch was built along the north property line on Plantation Oaks Boulevard. Mr. Mynchenberg stated that when it rains on the current site, it drains in all three directions. The initial design had outfalls to the lakes to the various ditches. It has

since been redesigned so that the runoff that leaves the site, goes into the outfall ditch on Plantation Oaks Boulevard, leaving 15 percent more storage than what is required. The 25-year and the 100-year storm event were analyzed and it demonstrated that the existing pre-development conditions are not exceeded. In a 500 year storm, the Tomoka Basin comes up to elevation 8.

Mr. Mychenberg added that the big lake in Ormond Lakes was preserved as well as wetlands. The wetlands hold water during the summer though and he mentioned that he has been working with Ormond Lakes for 20 years to resolve things for them. He concluded that the stormwater is directed to the east away from Ormond Lakes.

Mr. David Allen, Civil Engineer, City of Ormond Beach, remarked that upon receipt of the subject property project, they were already working with Ormond Lakes, their two ponds and entrance off of Pine Tree Drive. He commented that he was concerned about the water that makes its way to the two lakes and the canal off of Addison Drive, going north, and the swale behind the first row of houses on Addison Drive. He added that the predeveloped site has a significant number of depressions that hold water and that he found out through Mr. Mynchenberg's Stormwater Plan that the predeveloped rate that left the site was after the depressions were filled up. There is a small amount of storage volume in it predevelopment, therefore when starting with the design, Mr. Allen noted that he was looking at how the predeveloped storage was increased in the three ponds. He said that he discussed wetland concerns and changing how much flow goes directly toward Village of Pine Run with Mr. Mychenberg and found that as the design is now, after the area is filled, the back of the lots on Addison Drive will drain to the interior of the project. The water will be controlled in how it is ran through the three ponds, and the wetland, prior to going into the larger pond, and will go into the east-west ditch along the northern property line. Mr. Allen stated that staff has gone through significant review about the ditch and what the capacity of it is, as well as the ditch that runs north along the western edge of Village of Pine Run.

Mr. Allen added that when he met with Ormond Lakes, they referenced the ditch between Village of Pine Run and RidgeHaven flows to the south to the ditch behind the first interior of lots in Village of Pine Run, and as aforementioned the area that goes that way has been decreased. There are additional plans in review from Mr. Mynchenberg, received early this week on Monday to ensure that there is a blockage of the ditch at the corner so that no water will go south to Village of Pine Run unless there is a huge rain. Mr. Allen stated that engineers for the state have to design to certain standards. He referenced a storm event like that of what happened in Fort Lauderdale where they received 23" in 24 hours, in which no one can design for, but assured that they look at 100-year storm, 11.5" inches in a 24-hour period. Mr. Allen explained that they have attempted to force the water to go north, then along the northern edge of Village of Pine Run, into the wetland. He addressed the inquiry of when the Planning Board will address stormwater and take action, and answered that he informed Ormond Lakes that the master stormwater plan was approved in February 2023 with two studies for the northern U.S. 1 area and another for Ormond Lakes and the entrance at Pine Tree Drive. He further explained that in the stormwater master plan, they were scheduled for year two and was told that it recently changed and it is to be done in the first year.

Ms. Shull opened it up to the Board for discussion and entertained a motion.

Mr. du Moulin asked Mr. Allen who maintains the ditches and canals over time. Mr. Allen replied that the County maintains the ditch between Village of Pine Run and RidgeHaven, the Addison canal and once it gets to a certain point in Plantation Oaks, it will then be managed by Plantation Oaks HOA.

Mr. Storch addressed Mr. Rodriguez's request and replied that it will be noted as a stipulation for the arrangement of his fencing and hedges installation to be taken care of.

Mr. Galloway inquired about Mr. Rodriguez's desire to connect or not connect to city sewer and septic.

Mr. Mynchenberg stated that there is a 12" waterline that runs in the right-of-way (ROW). He added that Mr. Rodriguez has potable water that can be tapped into. Regarding gravity sewer, there is a proposed lift station as well as another lift station for the townhouse project across the street on Destiny Drive, where the sewer was stubbed. Mr. Mychenberg further explained that the duplexes work by gravity into the existing lift station that service that project. A new lift station is also by the cul-de-sac, and the project would have to be designed to provide gravity sewer to an outparcel. Mr. Mynchenberg concluded that Mr. Rodriguez could connect if he wanted to.

Mr. Jorczak asked about the trees being planted and inquired about trees that are lost. Mr. Storch answered that there are guarantees on the trees that they will live for a year, until being well-established. A provision can be included that specifies that the trees will be maintained.

Mr. Scudiero commented that he will support the unique project that it is not clear-cut. The project is consistent to the area in terms of greenery and the townhome portion. He noted the reduction in density to what can go in there. The County-version could have been almost 1,000 units, and under the City-standard could have been 515 units, and the proposed project is now down to 286 units.

Mr. Railsback concurred with Mr. Scudiero and commented that he appreciates the increase in effort from the developer to not further impact the stormwater issues in the area.

Mr. du Moulin noted that he appreciates the reduction of density but cannot support due to HOA concerns as well as other aspects.

Mr. Jorczak concurs that the project is unique and expressed that it is well thought-out. He noted that he also likes the clustering and reduction of density, as well as the different housing to provide a diverse environment. He added that the rental issues is also of concern to him as well. Mr. Jorczak urged when writing the covenants and restrictions to guarantee that the vegetation is not lost after three to four years. Mr. Storch replied that the City regulates it.

Mr. Jorczak commented that the developer and staff have done an admirable job redirecting the water away from Ormond Lakes as well as the work being done in the

stormwater management plan. He concluded that he likes the project for the diversity and how it fits with the surrounding communities and will support.

Mr. Galloway expressed the importance of the input from the neighbors. He directed his compassionate comments at Mr. Genter and Mr. Gaynor regarding flooding and expressed satisfaction that staff is working on a stormwater master plan for the growing community. He referenced Mirror Lakes and Chelsea Place and ensured that the developer at that time corrected the problem. Mr. Galloway commented that he hopes that the redirection of the water now going north, uphill will resolve the issue. He concluded that he is in support of the project now after the third time, as everything that was asked for regarding improvements was done.

Ms. Shull agreed with Mr. Galloway and commented that the Board has to work with the developers and do the best that they can with it. People are moving to Florida by the thousands. She commended the developer for working with the Board and staff on the drainage and greenspace. She reiterated her concern regarding rentals and the HOA not allowing *short-term* rentals. Ms. Shull concluded that she is in support of the project. She asked Mr. Spraker to explain the three waivers.

Mr. Spraker reiterated that there is three separate items, the first being the zoning map. Waivers are a part of the issuance of a development order. One waiver is the outdoor recreation in lieu of the indoor recreation. A lot of outdoor recreation is being proposed in place of indoor recreation. The detention pond is to allow the fill to be onsite as to not import fill which will provide greater stormwater management for the property. He concluded that there are areas that will not meet the 40' buffer. Not every space will have the 40' buffer, therefore they are asking for a waiver of that requirement in return for providing the benefits that were listed in the staff report and provided earlier.

Mr. Jorczak motioned to approve ZMA 2022-061(A), RidgeHaven subdivision, Zoning Map Amendment. Mr. Railsback seconded it. Vote was called, and the motion was approved (5-1), with Mr. du Moulin against.

Board discussion ensued.

Mr. Storch added that regarding the next vote, that he will provide language that will include the vinyl fencing and landscaping for it at the end of the cul-de-sac.

There was Board-City Attorney discussion explaining the item B vote further.

Mr. Scudiero motioned to approve DO 2022-061(B), RidgeHaven subdivision, Issuance of a Development Order, including the three waivers and the additional provision for the fence and landscaping at the end of the cul-de-sac. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-1), with Mr. du Moulin against.

Mr. Railsback motioned to approve PP 2022-061(C), RidgeHaven subdivision, Preliminary Plat. Mr. Scudiero seconded it. Vote was called, and the motion was approved (5-1), with Mr. du Moulin against.

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Board Comments

Mr. Galloway commented that he hopes that the applicant/developer go the extra mile to take care of any concerns aforementioned.

Mr. Railsback reflected on HOA responsibility with short-term rentals and his experience with his HOA and short-term/Airbnb rentals and its effect. There was no language in his HOA contract regarding any rentals and urged that this be addressed so that it does not happen with RidgeHaven. He added the provision about the tree and parking matters in the contract as well.

Mr. du Moulin commended Mr. Storch on his presentation and noted that the developer is exceeding what most developers do.

Attorney Hayes touched on the rental matter, and explained that the City of Ormond Beach generally does not allow rentals in residential areas, but that there has been a push in the Florida Legislature to allow short-term rentals in every jurisdiction, regardless of whether or not those jurisdictions have an ordinance that has been grandfathered in, that prohibits rentals. He urged not to be surprised if in a year, or two, or three if there is a law that preempts the ability to do so. Attorney Hayes stated that the request will be treated as a voluntary concession by the applicant and not an imposition by the City. In the document it will be reflected that it is not being required as a condition for approval, but that the applicant has voluntarily agreed to take care of it.

Mr. Railsback added that in the last few sessions, the Legislature has excluded deed-restricted communities from the aforementioned home-rule, the roll back of the grandfathering of rentals. He emphasized the importance of capturing the specifics in the deed-restrictions in the contract as it is binding and will not be bound to Legislature addressing something in a municipality area.

D. FLUM 2023-032, 1755 North U.S. Highway 1, Future Land Use Map Amendment

Mr. Spraker, Planning Director, explained the request from Wayne's Solar, Inc. for a Land Use Map Amendment from LIC, "Low Intensity Commercial" to "Light/Industrial/Utilities" for a 3.06 acre parcel located at 1755 North U.S. Highway 1. It is currently a vacant parcel of land. He reviewed the wide range of commercial uses that the land use allows. Mr. Spraker stated that the property owner has indicated a desire to construct a business warehouse. Mr. Spraker stated the use is consistent with the surrounding area and staff recommends approval.

Applicant's presentation

Mr. Richard Hardy, Representative, 975 S. Ponce de Leon Blvd., St. Augustine, stated that he is a builder and developer and explained that Wayne's Solar is desiring to move to the proposed location.

Ms. Shull opened it up to the Board for discussion and entertained a motion.

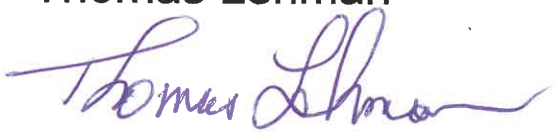
Mr. Galloway asked if this property would be the business site for Wayne's Solar and Mr. Hardy confirmed that is the plan.

Dear Steven Spraker, Planning Director

I will not be able to attend the zoning amendment hearing on Thursday, April 13, 2023 at 6:00PM. But I still want my position on this important issue be communicated and heard publicly and my vote counted if there is a vote tally for or against amending in the chambers. I am enclosing two copies of my letter presentation.

Sincerely Yours.

Thomas Lehman



Thomas Lehman

1135 Benton Street

Ormond Beach, Fl. 32174

Mr. Steven Spraker, Planning Director

Ormond City Hall

22 South Beach Street

Ormond Beach, Fl. 32174

Just before writing this letter presentation, I made a tour of my neighborhood as it stands today. I started by driving through the Lakes and Village of Pine Run communities and was impressed that even after decades of use they are fresh, clean, well maintained, where the mature coastal hammock and pine flatwood communities still exists within the developments. Individual lots are spacious, homes are quality built to hold up against seasonal strong winds, heavy rains, and flooding conditions. Volusia County got the zoning and development plans right for the area; the density is just right to create a living space that people enjoy living their lives out and raising families.

After making a tour of the new development areas behind me and to the North of my property I personally think all the qualities I just mentioned that appeal to me above do not exist within these new developmental areas and that the habits of development are destructive to the life support systems that remain here. Therefore, I do not endorse, and I would never approve a zoning change that would allow Ridge Haven to be built in a flood prone area.

I fail to see the ridge in Ridge Haven, since the development site is low flat Pine Flatwoods that floods six to eight months out of the year with an average height of 31 feet above sea level dotted by lower wetlands in the form of swamps and wet grassy marshes. So, I assume 80% of the site will be denuded and an artificial ridge will be created to make a hot, arid desert-like sand box for people to live in. The high density will produce large amounts of waste in various forms to mix with seasonal flood waters lowering the quality of life as the water has to be dumped somewhere in the nearby surroundings fouling the nest. Many issues concerning this development need to be addressed and I hope they are being discussed at this hearing that keep me from supporting this zoning change.

A better use of this 130-acre plot would be for all parties involved is to use the current Volusia County rural zoning and create a Village of Pine Run II extension. Building construction that harmonizes with what is already here and that has a lesser environmental impact and more human appeal. Or have Ormond Beach city hall authorize the design of another Central Park to create a natural barrier relief for storing flood waters and recharging the aquafer, while creating a recreational complex that buffers the area from the commercial to the residential use zones that transition here.

So, there you have my own personal response to this special exception zoning request, I see the Ridge Haven plans as undesirable urban sprawl in a flat, flood prone area not suitable for a sustainable community without special restrictions that are simply being omitted or not being addressed before any development order should be issued. What's the big hurry, push city hall? Let's talk and debate what is best for my neighborhood. Another way to state my position is to view the Volusia County Zoning Classification on the second page of the City of Ormond Beach mailing, no change is needed, no amending is required because this zoning is in the best interest for this locale. I would like to see the stewardship for this development turned back over to Volusia County so they can complete the good works they started over fifty years ago with less impact and more balance between neighboring communities.

Respectfully Yours.

Thomas Lehman



Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 9.A
Section:	FIRST READING OF ORDINANCES		
Item Category:	First Reading of Ordinances	**Res./Ord. No:**	2023-34
Strategic Goal:	Governance - Other		
Department :	City Attorney		
Subject:	Amendment to Code of Ordinances, Chapter 5 Animals and Fowl		
Budget Impact:	There is no impact upon the city budget.		
Summary:	The revisions to Chapter 5, Code of Ordinances, will add an additional level of animal accountability for dog owners and increased safety for all citizens.		
Recommended Action:	It is recommended that the City Commission approve the proposed amendment to the Code of Ordinances, Chapter 5, Animals and Fowl.		
Staff Contact:	Randy Hayes, City Attorney, (386) 676-3217		

Approval:

Kelly McGuire, Finance Director	5/25/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	5/25/2023	
Joyce Shanahan, City Manager	6/1/2023	Joyce Shanahan

CITY OF ORMOND BEACH

Office of the City Attorney • 173 South Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3217 • Fax (386) 676-3321

CITY ATTORNEY
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

From: Randal A. Hayes, City Attorney and

Justin Soard, Lead Animal Control Officer

Date: June 6, 2023

Subject: Amendment to Code of Ordinances, Chapter 5 Animals and Fowl

Introduction

This is a proposed amendment to the Code of Ordinances, Chapter 5, Animals and Fowl. The amendment mainly addresses dangerous and aggressive dogs, dogs at large, and failure to comply.

Discussion

In general, the City of Ormond Beach does not have a serious problem concerning aggressive or dangerous dogs. In the last 15 years, the city has never had more than two dangerous dog cases in one year, and most years has had one or no cases. However, because of the seriousness of any dangerous dog case, the matter deserves attention and as much regulation as reasonably possible. The city already has very high standards for ownership of dangerous dogs. For example, the city's requirement that dangerous dog owners obtain liability insurance is one of the few in the state with this requirement. The main issue facing animal control is not the number of dangerous dogs, or that the current regulations are not tough enough. The main problem is that the few dogs that have caused concerns typically have owners that are wholly irresponsible with the animals and will not abide by the city's regulations no matter how strictly written. Therefore, this amendment particularly addresses failure to comply issues, including dangerous dogs that are found "at large", mandatory impoundment and procedures for destruction. The amendment also adds provisions for liability to property owners, including landlords, that permit non-complaint dangerous dogs onto their property. In the experience of animal control, many of the dangerous dog owners do not own their property, and many are transient with property owners allowing the situation to persist. Fines related to these violations are also increased.

In addition to tightening the dangerous dog regulation, this amendment adds another class of dog to its regulation, classification of "aggressive dog" for dogs that severely injure or kill another domestic animal. There are many dogs that are non-aggressive to

people, but are very aggressive towards other animals. Under Florida law, a dog can be deemed dangerous if it seriously injuries or kills another domestic animal while off its owner's property more than once. The city is preempted by the Florida legislature from modifying this definition. Although infrequent, there have been unfortunate occasions when a dog has been at large and severely injured or killed another's pet. Because of the statutory definition of dangerous dog, the city cannot deem this dog "dangerous" for the one incident. The offending dog owner is usually cited with a "dog at large" violation (although the owner of the injured dog does have civil remedies). In essence, someone's pet was the "one free kill" under the Florida dangerous dog law. Adding a new class of "aggressive dog" does not change the definition of dangerous dog, but reasonably regulates aggressive dogs that severely injure or kill another's pet.

This amendment adds additional provisions for the city to recover costs of impoundment for all causes under Chapter 5. All impounded animals are transferred to the Halifax Humane Society (HHS) per the city's contract with HHS. The 2022 animal control cost budget was $38,000.00. Animal control reported costs of $28,000.00 in 2022, approximately 10k under budget. The 28k also included all wildlife calls. The largest cost to the department is HHS impoundment. The largest share of impoundment cost is due to owner hospitalization/death and drop off of stray or abandoned animals found in the city. Owner incarceration, although less frequent, also occurs. Although dangerous dogs are impounded, the cost of this impoundment is a very small fraction of the animal control budget because it is uncommon. Although this amendment contains additional regulation for recoupment of costs, lack of regulation is not the main problem. Recovery for impoundment for any cause is not always possible when owners are unable to pay and collection efforts would be fruitless. The city is also dependent on HHS to collect impoundment fees.

This amendment also contains a few other minor changes to reflect current practices or consistency with Florida Statutes.

Budget Impact

There is no impact upon the city budget.

Citizen Impact

The revisions to Chapter 5, Code of Ordinances will add an additional level of animal accountability for dog owners and safety for all citizens.

Recommendation

It is recommended that the City Commission approve the proposed amendment to the Code of Ordinances, Chapter 5, Animals and Fowl.

ORDINANCE NO. 2023-34

AN ORDINANCE AMENDING SECTION 5-1, DEFINITIONS, OF ARTICLE I, IN GENERAL, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-10, ANIMALS CONSTITUTING A NUISANCE PROHIBITED, OF ARTICLE I, IN GENERAL, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-13, FEEDING OF FERAL OR STRAY ANIMALS PROHIBITED, OF ARTICLE I, IN GENERAL, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-23, RUNNING AT LARGE PROHIBITED OF ARTICLE II, LIVESTOCK, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-25, NOTICE OF IMPOUNDING, OF ARTICLE II, LIVESTOCK, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-62, LICENSES ANNUAL; FEE, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-67, DUPLICATE TAGS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-69, RUNNING AT LARGE PROHIBITED, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING 5-70, IMPOUNDING OF VIOLATORS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-72, RESPONSIBILITY FOR PAYMENT AND RECLAIMING AFTER IMPOUNDMENT, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-78, DANGEROUS DOGS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-79, EXCEPTIONS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-80, INVESTIGATION AND DETERMINATION OF DANGEROUS DOG, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-81, ACTION TO BE TAKEN BY OWNERS/KEEPERS OF DANGEROUS DOGS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-82, RESERVED, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-83, OPTIONAL ACTION, OF ARTICLE III, DOGS AND CATS;

OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 5-1, Definitions, of Article I, In General, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adequate shelter means provision of and access to a secure weather-resistant shelter that is suitable for the age, height, size, breed, and type of each animal; provides adequate air ventilation and adequate space for each animal to stand up, lay down, stretch out, and turn around without being impeded by the shelter; is safe and protects each animal from injury, rain, hail, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; during hot weather, is properly shaded with a covering and does not readily conduct heat; during cold weather, has a windbreak at its entrance and provides a quantity of bedding material consisting of straw, cedar shavings, or the equivalent that is sufficient to protect the animal from cold and promote the retention of body heat; and, for dogs and cats, provides a solid surface, resting platform, pad, floor mat, or similar device that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. A shelter whose wire, grid, or slat floor permits an animal's feet to pass through the openings; sags under the animal's weight; or otherwise does not protect the animal's feet or toes from injury is not adequate shelter for purposes of this section.

Animal means <u>all creatures herein after defined in this section and</u> ~~every living dumb creature.~~ <u>shall have the contextual meaning of the circumstances in which the word is used.</u>

At large means off the premises of its owner and not under restraint, leash, or chain, or not otherwise controlled by a competent person.

Cat means any member of the animal species Felis Catus.

Continuous means without interruption.

Domesticated animal means any of various animals domesticated by man as to live and breed in a tame condition, such as domestic dogs or cats, and shall include as provided in F.S. §585.01, any equine or bovine, goat, sheep, swine, domestic cat, dog, poultry, ostrich, emu, rhea, or other domesticated beast or bird.

Feral means an unsocialized animal which may be one or more generations removed from a home environment and that may subsist in a colony of similar animals living on the fringes of human existence.

Frequent means happening or appearing often or at close intervals.

Habitual means a usual act, practice or manner that is acquired or displayed by frequent repetition.

Horse includes any mule, burro, pony, jack or jenny.

Kennel means the commercial business of breeding, buying, selling or boarding of dogs or cats.

Livestock means ~~any animal of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, ostriches, and other grazing animals~~. grazing animals, such as cattle, horses, mules, sheep, hogs, goats, other hoofed animals, ostriches, emus, and rheas that are raised for private use or commercial purposes as provided in F.S. §585.01.

Owner means any person that has licensed an animal in accordance with the requirements of this chapter; or who has vaccinated such animal against rabies in accordance with F.S. § 828.30; or who otherwise has or claims ownership or a right of property in any animal~~.~~ or any custodian or other person in charge of any animal, domestic or otherwise.

Repeated means renewed or recurring again and again.

Stray means a free-roaming animal that is not owned by anyone; that has no reliable source of shelter or food from anyone claiming ownership or a right of property in the animal; and that is not licensed pursuant to this chapter, or vaccinated for rabies as required pursuant to F.S. § 828.30.

Tether shall mean a trolley cable, cord, rope, chain, strap, or any other linear thing that restrains, limits or confines the free unimpeded movement of a dog, cat, or other animal to a limited space or area.

Tethering or *tethered* shall mean the act of affixing or attaching a tether to a dog, cat, or other animal. The act of "tethering" shall not include the use of a leash or other restraint when utilized by a person while walking or exercising a dog, cat, or other animal; nor shall it include

commercial safety restraint devices that are designed for use in vehicles for the protection of animals while they are being transported from one location to another.

Unlicensed dog or cat means a dog or cat for which the license for the current year has not been paid, or to which the tag provided for in this chapter is not attached.

Wild animal means any animal not ordinarily and customarily domesticated, including, but not limited to, any skunk, raccoon, opossum, squirrel ~~or~~ ,fox, or coyote.

SECTION TWO. Section 5-10, Animals constituting a nuisance prohibited, of Article I, In General, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-10. Animals constituting a nuisance prohibited.

It shall be unlawful for any person to own or keep any animal described in section 5-1 of this chapter that becomes a nuisance in the community. The term "nuisance," for the purposes of this chapter, shall include, but is expressly not restricted to the following:

(1) Frequent and repeated barking, howling, or making noise for two or more continuous intervals of at least 30 seconds during any period of ten consecutive minutes or more at any time;

(2) Barking, howling, or making noise for a continuous period of one minute or more at any time;

(3) Frequent digging into, breaking or otherwise injuring or damaging shrubbery, trees, lawns, garbage, or stored materials on public or private property not belonging to the owner or custodian of the animal;

(4) Frequent or habitual depositing of excreta on property not belonging to the owner or custodian of the animal.

(5) Running at large.

SECTION THREE. Section 5-13, Feeding of feral or stray animals prohibited, of Article I, In General, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-13. Feeding of feral or stray animals prohibited.

It shall be unlawful for any person to feed a feral or stray animal within the city except by "owners," as that term is defined herein~~, and except that such feeding may take place in feral cat colonies that have been approved in writing by the police chief or his designee and such feeding of stray animals may occur temporarily while ownership of said animal, as defined in section 5-1, is re-established~~ unless the animal is part of a spay and neuter return to field program.

SECTION FOUR. Section 5-23, Running at large prohibited, of Article II, Livestock, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-23. Running at large prohibited.

It shall be unlawful to allow or permit any ~~horses, mules, cattle, swine or other~~ livestock to roam or run at large within the city.

SECTION FIVE. Section 5-25, Notice of impounding, of Article II, Livestock, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-25. Notice of impounding.

Immediately after impounding any ~~domesticated animal~~ livestock under the provisions of section 5-24, it shall be the duty of the animal control officer to make every reasonable effort to identify and notify the owner of the animal.

SECTION SIX. Section 5-62, Licenses annual; fee, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-62. Licenses annual; fee.

Dog and cat licenses shall be issued annually by the animal control officer upon payment of a license fee ~~of $5.00 for each animal.~~ as established by the City.

SECTION SEVEN. Section 5-67, Duplicate tags, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-67. Duplicate tags.

In case a dog or cat tag is lost or destroyed, a duplicate will be issued by the animal control officer, upon presentation of a receipt showing the payment of the license fee for the current year, and the payment ~~of $0.50~~ for such duplicate.

SECTION EIGHT. Section 5-69, Running at large prohibited, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-69. Running at large prohibited.

(a) No owner or keeper of any animal shall permit such animal to run at large at any time, whether licensed or unlicensed. Dogs shall be on a leash not to exceed eight feet in length at all times when off the owner's property. Evidence that such owner or keeper has made an attempt to preclude the animal from running at large shall be considered by the special magistrate in its determination as to whether or not a violation of this section has occurred.

(b) A dog that has been deemed dangerous that is subsequently found at large shall be immediately impounded and the matter referred to the Special Magistrate under Section 8-83, Failure to Comply.

(c) In addition to other penalties provided by this Chapter and Florida Statutes, If a dog that has been deemed aggressive or dangerous injures a domestic animal or person while at large, the violation shall be deemed irreversible and irreparable in nature and a fine of $5,000.00, or the then highest fine allowed by law shall apply.

SECTION NINE. Section 5-70, Impounding of violators, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-70. Impounding of violators.

An animal control officer has the authority to impound any animal at large, pursuant to the enforcement or violation of any ordinance of this Chapter or as provided by Florida Statutes. It shall be the duty of the animal control officer to apprehend any animal found running at large ~~and to impound such domesticated animal~~. The city shall establish and operate, either independently or in cooperation with a humane society or a veterinarian, a suitable place for the impounding, care and final disposal of all animals picked up under the terms of this ~~article,~~ Chapter and said place shall be known as the animal shelter. The animal control officer, upon receiving any animal, shall make a complete registry, entering the breed, color and sex of such animal, whether licensed or unlicensed. If licensed, he shall enter the name, address and e-mail address of the owner and the number of the license tag. Licensed dogs or cats shall be separated from unlicensed dogs or cats.

SECTION TEN. Section 5-72, Responsibility for payment and reclaiming after impoundment, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-72. Responsibility for payment and reclaiming after impoundment.

The owner of any ~~dog or cat~~ animal impounded pursuant to city ordinance or Florida Statutes can reclaim such ~~dog or cat~~ animal, upon payment of a license fee and the charges hereinafter imposed, and of all costs and charges incurred by the city for impounding and maintenance of such ~~dog or cat~~ animal. No ~~dog or cat~~ animal shall be reclaimed unless the owner furnishes the animal control officer a certificate showing that the ~~dog or cat~~ animal has been vaccinated against rabies within the preceding 12 months. If the owner cannot furnish said certificate, the ~~dog or cat~~ animal shall be transported to an animal shelter or veterinarian where the appropriate vaccination can be administered prior to its release. ~~The following charges shall be paid to the city through the animal control officer: For keeping or impounding any animal, $20.00; and for each day kept, $5.00~~. Any of the duties herein imposed upon the animal control officer may be delegated to an animal shelter by a service agreement approved by resolution of the city commission. In all instances of impoundment, owners of animals are responsible for the full cost of impoundment as charged by the shelter.

SECTION ELEVEN. Section 5-78, Dangerous dogs, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-78. <u>Aggressive and</u> dangerous dogs.

A dog shall be deemed "dangerous" if:

(1) According to the records of the police department, it has:

a. Aggressively bitten, attacked or endangered, or has inflicted severe injury (any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery) on any human being lawfully on public or private property;

b. More than once severely injured or killed a domestic animal (as defined by F.S. § 585.01(10)) while off of the property of its owner or keeper; or
[**<u>A dog may be deemed "aggressive" after a single occurrence of killing or severely injuring a domestic animal without provocation]</u>**

c. When unprovoked (the victim has been conducting himself peacefully and lawfully), chased or approached a person upon the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more victims and dutifully investigated by the appropriate authority;

(2) It has been used primarily or in part for the purpose of dog fighting;

(3) It is trained for dog fighting; or

(4) It is used as a guard dog.

SECTION TWELVE. Section 5-79, Exceptions, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-79. Exceptions.

(a) A dog shall not be deemed dangerous <u>or aggressive</u> if:

(1) The threat, injury or damage was sustained by a person who, at the time:

a. Was unlawfully on the property;

b. While lawfully on the property, was tormenting, abusing or assaulting the dog or its owner or a family member; or

c. The dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

(2) It is owned by a law enforcement agency and used for law enforcement work.

(b) Hunting dogs are exempt from the provisions of this Code when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials and herding trials

are exempt from the provisions of this Code when engaged in any legal procedures. However, such dogs at all other times in all other respects shall be subject to all applicable laws. Dogs that have been classified as dangerous shall not be used for hunting purposes.

SECTION THIRTEEN. Section 5-80, Investigation and determination of dangerous dog, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-80. Investigation and determination of dangerous <u>or aggressive</u> dog.

(a) An animal control officer shall investigate reported incidents involving any dog that may be a "dangerous dog," or "<u>aggressive dog</u>" as defined in section 5-78, and shall, if possible, interview the owner and require a sworn affidavit from any person, including any animal control officer or enforcement officer, desiring to have a dog classified as dangerous <u>or aggressive</u>. Any animal that is the subject of a dangerous <u>or aggressive</u> dog investigation, that is not impounded with an animal shelter, shall be humanely and safely confined by the owner in a securely fenced or enclosed area pending the outcome of the investigation and resolution of any hearings related to the dangerous <u>or aggressive</u> dog classification. The address of where the animal resides shall be provided to the police department. No dog that is the subject of a dangerous <u>or aggressive</u> dog investigation may be relocated or ownership transferred pending the outcome of an investigation or any hearings related to the determination of a dangerous <u>or aggressive</u> dog classification. In the event that a dog is to be destroyed, the dog shall not be relocated or ownership transferred.

(b) After the investigation, the animal control officer shall make an initial determination as to whether there is sufficient cause to classify the dog as dangerous <u>or aggressive</u> and shall afford the owner an opportunity for a hearing prior to making a final determination. The animal control officer shall provide written notification of the sufficient cause finding, to the owner, by registered mail, certified hand delivery, or service in conformance with the provisions of F.S. ch. 48, relating to service of process. The owner may file a written request for a hearing before a special master within seven calendar days from the date of receipt of the notification of the sufficient cause finding and, if requested, the hearing shall be held as soon as possible, but not more than 21 calendar days and no sooner than five calendar days after receipt of the request from the owner. If the owner fails to request a hearing before a special master, the determination of the animal control officer shall become final and the animal control officer shall then provide the owner with the notice required by subsection (d) of this section.

(c) At any requested hearing, a special master shall determine whether or not the subject dog is in fact a "dangerous dog," <u>or "aggressive dog</u>" as defined in section 5-78, which determination shall be based upon the evidence and testimony presented at the time of the

hearing by the owner and/or keeper, witnesses to any incident(s) which may be considered relevant to the determination, county health department personnel, humane society personnel, animal control personnel, law enforcement personnel, or any other person possessing information relevant to the determination.

(d) Once a dog is finally determined to be a dangerous or aggressive dog, the animal control officer or a special master, whoever makes the final determination, shall provide written notification to the owner by registered mail, certified hand delivery or service, and the owner may file a written request for a hearing in the county court to appeal the determination within ten business days after receipt of a written determination of dangerous dog classification and must confine the dog in a securely fenced or enclosed area pending a resolution of the appeal.

SECTION FOURTEEN. Section 5-81, Action to be taken by owners/keepers of dangerous dogs, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-81. Action to be taken by owners/keepers of dangerous dogs.

(a) If a dog that has previously been declared dangerous attacks or bites a person or a domestic animal without provocation, the owner is guilty of a misdemeanor of the first degree, punishable as provided in F.S § 775.082 or 775.083. In addition, the dangerous dog shall be immediately confiscated by the police department, placed in quarantine, if necessary, for the proper length of time, or impounded and delivered to an animal shelter to be held for ten business days after the owner is given written notification under section 5-80, and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under section 5-80. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

(b) If a dog that has not been declared dangerous attacks and causes severe injury to or death of any human, the dog shall be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time, or impounded and delivered to the Halifax Humane Society to held for ten business days after the owner is given written notification under section 5-80, and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under section 5-80. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure. In addition, if the owner of the dog had prior knowledge of the dog's dangerous propensities, yet demonstrated a reckless disregard for such propensities under the circumstances, the

owner of the dog is guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083.

(c) If a dog that has previously been declared dangerous attacks and causes severe injury to or death of any human, the owner is guilty of a felony of the third degree, punishable as provided in F.S. § 775.082, 775.083 or 775.084. In addition, the dog shall be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time, or impounded and delivered to the Halifax Humane Society to be held for ten business days after the owner is given written notification under section 5-80, and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under section 5-80. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

(d) If the owner files a written appeal under section 5-80, the dog must be held and may not be destroyed while the appeal is pending.

(e) If the dog attacks or bites a person who is engaged in a criminal activity at the time of the attack, the owner is not guilty of any crime specified under this section.

(f) Within 72 hours after a dog has been classified as dangerous by the animal control officer or by a special master, or a dangerous dog classification is upheld by the county court on appeal, the owner of the dog must obtain a certificate of registration for the dog from the police department, and the certificate shall be renewed annually. The fee for such registration shall be ~~$250.00~~ $500.00 per year. The police department is authorized to issue such certificates of registration, and renewals thereof, only to persons who are at least 18 years of age and who present to the police department sufficient evidence of:

(1) A current certificate of rabies vaccination for the dog;

(2) A proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign at all entry points that informs both children and adults of the presence of a dangerous dog on the property. For purposes of this section, "proper enclosure" means, while on the owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under or through the structure and shall also provide protection from the elements. Such pen or other structure shall have minimum dimensions of five feet by ten feet, have secure sides and a secure top. Unless it has a bottom secured to the sides, the sides shall be embedded into the ground for a distance of no less than two feet;

(3) Permanent identification of the dog, being a tattoo of the licensing number or such other number as the police chief or his designee shall determine, on the right inside thigh, or a microchip with the licensing number or other such number as the police chief or his designee shall determine, performed by a licensed veterinarian or a licensed tattooist.

(g) The owner shall immediately notify the police department when a dog that has been classified as dangerous:

(1) Is loose or unconfined;

(2) Has bitten a human being or attacked another animal;

(3) Is sold or given away or dies;

(4) Is moved to another address.

Prior to a dangerous dog being sold or given away, the owner shall provide the name, address, e-mail address and telephone number of the new owner to the police department. The new owner must comply with all of the requirements of this Code. The police department must be notified by the owner of a dog classified as dangerous that the dog is in the city.

(h) The owner shall not permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash~~, with a minimum tensile strength of 300 pounds and~~ no longer than three feet in length, and the dog shall be harnessed and under the control of a competent person capable of restraining the dog. The muzzle must be made in a manner that will not cause injury to the dog or interference with its vision or respiration but will prevent it from biting any person or animal. The owner may exercise the dog in a securely fenced or enclosed area that does not have a top, without a muzzle or leash, if the dog remains within his sight and only members of his immediate household or persons 18 years of age or older are allowed in the enclosure when the dog is present. When being transported, such dogs must be safely and securely restrained within a vehicle. Dangerous dogs are not permitted in any public parks, including dog parks.

(i) Within 30 days of a dog being classified as dangerous by the animal control officer or by a special master or within 30 days of a dangerous dog classification being upheld by the county court on appeal or within 30 days of a dangerous dog being moved into the city from another jurisdiction, the owner or keeper of a dangerous dog shall present to the city proof that he has procured liability insurance or surety bond in the amount of not less than $100,000.00, covering any damage or injury which may be caused by such dangerous dog. Such insurance policy shall contain a provision requiring that the city be notified immediately by the agent issuing the policy in the event that the insurance policy is canceled, terminated or expires. Liability insurance or surety bond shall be obtained prior to the issuing of a certificate of registration for the dangerous dog. The owner or keeper shall sign a statement attesting that he shall maintain and not voluntarily cancel the liability insurance policy during the 12-month period for which a certificate of registration is sought, unless he ceases to own or keep the dangerous dog prior to the expiration date of the certificate of registration.

(j) Any dog classified as dangerous shall not be used for breeding. Dogs classified as dangerous shall be spayed or neutered by a licensed veterinarian within 30 days of such classification unless:

(1) A licensed veterinarian certifies in writing that the dog is incapable of reproduction; or

(2) A licensed veterinarian certifies in writing that spaying or neutering the dog would be injurious to the dog's health; provided, however, that if the health condition of the dog is of a temporary nature, then the dog shall be spayed or neutered immediately after the health condition has been corrected.

(k) This section shall have retrospective application and apply to all dogs classified as dangerous, regardless of the date of classification.

(l) This section shall apply to all dogs classified as dangerous, regardless of the jurisdiction that classified the dog.

(m) Any property owners, including but not limited to landlords, that permit a dangerous dog to remain on their premises when the owner or keeper of the dog has not met the requirements of this section shall be held in violation of this section and for all applicable fines and costs in the enforcement thereof.

SECTION FIFTEEN. Section 5-82, Reserved, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-82. ~~Reserved~~. Action to be taken by owners/keepers of aggressive dogs.

(a) Within 72 hours after a dog has been classified as aggressive by the animal control officer or by a special master, the owner of the dog must obtain a certificate of registration for the dog from the police department, and the certificate shall be renewed annually. The fee for such registration shall be $250.00 per year. The police department is authorized to issue such certificates of registration, and renewals thereof, only to persons who are at least 18 years of age and who present to the police department sufficient evidence of:

(1) A current certificate of rabies vaccination for the dog;

(2) A proper enclosure to confine an aggressive dog and the posting of the premises with a clearly visible warning sign at all entry points that informs both children and adults of the presence of an aggressive dog on the property;

(3) Permanent identification of the dog, such as a microchip with the licensing number or other such number as the police chief or his designee shall determine, performed by a licensed veterinarian.

(b) The owner shall immediately notify the police department when a dog that has been classified as aggressive

(1) Is loose or unconfined;

(2) Has injured a human being or attacked another animal;

(c) Any owner or keeper of an aggressive dog shall keep the dog muzzled, leashed, and harnessed at all times when off the owner or keeper's private property. Aggressive dogs are not permitted in any public parks, including dog parks.

(d) Any dog classified as dangerous shall not be used for breeding. Dogs classified as aggressive shall be spayed or neutered by a licensed veterinarian within 30 days of such classification unless:

(1) A licensed veterinarian certifies in writing that the dog is incapable of reproduction; or

(2) A licensed veterinarian certifies in writing that spaying or neutering the dog would be injurious to the dog's health; provided, however, that if the health condition of the dog is of a temporary nature, then the dog shall be spayed or neutered immediately after the health condition has been corrected

SECTION SIXTEEN. Section 5-83, Optional action, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-83. ~~Optional action~~. Failure to comply.

(a) Any owner/keeper of a ~~dangerous~~ dog deemed dangerous pursuant to section 5-78(1)a or 5-78(1)b of this Chapter who is unable or unwilling to comply with Section 5-81 shall promptly have the dog humanely euthanized by an animal shelter or a licensed veterinarian at the owner's expense. At the time the dog is delivered to the animal shelter or veterinarian, the owner/keeper shall advise the person receiving the dog that it is a dangerous dog.

(b) If the owner fails to voluntarily euthanize the dog, animal control has authority to seize the dog and provide notice of the intention to destroy the dog to the owner or keeper of the animal due to the likelihood of a future threat to the public safety, health and welfare. Animal control shall afford the owner an opportunity for a hearing prior to making a final determination. The animal control officer shall provide written notification of the sufficient cause finding, to the owner, by registered mail, certified hand delivery, or service in conformance with the provisions of F.S. ch. 48, relating to service of process. The owner may file a written request for a hearing before a special master within seven calendar days from the date of receipt of the notification of the sufficient cause finding and, if requested, the hearing shall be held as soon as possible, but not more than 21 calendar days and no sooner than five calendar days after receipt of the request from the owner. If the owner fails to request a hearing before a special master, the determination of the animal control officer shall become final and the animal control officer shall then provide the owner with the notice required by subsection (d) of this section.

(c) At any requested hearing, a special master shall determine whether or not there has been a failure to comply with section 5-81, which determination shall be based upon the evidence and testimony presented at the time of the hearing by the owner and/or keeper, witnesses to any incident(s) which may be considered relevant to the determination, county health department personnel, humane society personnel, animal control personnel, law enforcement personnel, or any other person possessing information relevant to the determination.

(d) Once the determination that the owner or keeper of the dog is unable or unwilling to comply with section 5-82, the animal control officer or a special master, whoever makes the final determination, shall provide written notification to the owner by registered mail, certified hand delivery or service, and the owner may file a written request for a hearing in the county court to appeal the determination within ten business days after receipt of a written determination.

SECTION SEVENTEEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 6th day of June, 2023.

PASSED UPON at the second and final reading of the City Commission, this 18th day of July, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 6/6/2023	**AGENDA ITEM**		**Number:** 10.A
Section:	SECOND READING OF ORDINANCES		
Item Category:	Second Reading of Ordinances	**Res./Ord. No:**	2023-32
Strategic Goal:	Governance - Other		
Department :	Support Services		
Subject:	Amendment to Section 2-221 of the Code of Ordinances, Leisure Services Advisory Board - Elimination of positions for Girls' Softball and Ormond Beach Friends of Recreation (SECOND READING)		
Budget Impact:	There are no budget impacts associated with this item.		
Summary:	Presently, there are LSAB appointments in the Code of Ordinances for girls' softball and Ormond Beach Friends of Recreation, Inc. The Leisure Services Advisory Board recommends two positions be eliminated, reducing the membership count from 13 to 11 members. These changes require the Code of Ordinances to be amended.		
Recommended Action:	It is requested to approve the ordinance to amend Section 2-221 (a) of the Code of Ordinances, regulating membership of the Leisure Services Advisory Board, by eliminating the girls' softball and Ormond Beach Friends of Recreation, Inc. positions. As well as Section 2-221 (e) update which is administrative in nature.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		

Approval:

Kelly McGuire, Finance Director	5/17/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	5/17/2023	
Joyce Shanahan, City Manager	6/1/2023	Joyce Shanahan

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Susan Dauderis, City Clerk

Date: June 6, 2023

Subject: Amendment to Section 2-221 of the Code of Ordinances, Leisure Services Advisory Board - Elimination of positions for Girls' Softball and Ormond Beach Friends of Recreation (SECOND READING)

Commission Goal: Governance - Other

Introduction

This is a request for approval to amend Section 2-221 (a) of the Code of Ordinances regarding membership and terms of the Leisure Services Advisory Board (LSAB), and an administrative update to Section 2-221 (e) regarding terms of appointment.

Background

At the request of the Leisure Services Advisory Board, the City Commission being asked to eliminate the girls' softball and Ormond Beach Friends of Recreation, Inc. positions on the LSAB.

Discussion

The LSAB requested the City Commission review the membership makeup of the advisory board, specifically the elimination of the girls' softball (Ormond Beach Baseball & Softball) position. The City Commission discussed the matter at the December 6, 2022 City Commission Advisory Board Workshop.

Elimination of one position requires that another position be eliminated in order to keep the membership count an odd number; currently there are 13 members. The City Commission tasked the LSAB to review and discuss what other position could be eliminated.

The LSAB reviewed the matter at their December 14, 2022 and April 12, 2023 board meetings, and recommend eliminating the Ormond Beach Friends of Recreation, Inc. and girls' softball (Ormond Beach Baseball & Softball) positions.

This change of membership requires an amendment to the composition section of Section 2-221 (a) of the Code of Ordinances, regulating membership of the Leisure Services Advisory Board. Updates to Section 2-221 (e) are administrative in nature with no change to substance. The ordinance amending the code will require two readings.

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Updating the membership of the LSAB will benefit residents by providing more effective and consistent representation.

Recommendation

It is requested to approve the ordinance to amend Section 2-221 (a) of the Code of Ordinances, regulating membership of the Leisure Services Advisory Board, by eliminating the girls' softball and Ormond Beach Friends of Recreation, Inc. positions. As well as Section 2-221 (e) update which is administrative in nature.

Attachments:

1. 23-32 LSAB amend membership (3) (P22-0216B)
2. LSAB Recommendation 4-12-23
3. LSAB Recommendation 12-14-22

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: May 17, 2023

Claire Whitley, Assistant City Manager — Date: May 17, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: June 01, 2023

ORDINANCE NO. 2023-32

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

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 2-221, Leisure services advisory board, Division 2, Enumerated, of Article VI, Boards, Commissions, Committees and Other Agencies, of Chapter 2, Administration, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 2-221. Leisure services advisory board.

(a) *Composition.* ~~The leisure services advisory board shall consist of 13 members all of whom shall be residents of the city. Each of the flowing organizations shall nominate one of its members to serve on the board: Youth baseball, Youth basketball, Girls softball, Youth soccer, Commission at-large, Pop Warner Youth football, Ormond beach Pride, Inc. and Ormond beach Friends of Recreation, Inc.; All such nominations must be approved by the city commission. Additionally, the mayor and each city commissioner shall nominate candidates to serve as members of the board from the general population as provided in section 2-206, and all appointments to the board shall be approved by majority vote of the city commission. Each member of the city commission, shall initially, nominate one candidate to be considered for appointment by the city commission. If any candidate is rejected by the city commission, the city commission member who nominated the candidate may nominate additional candidates in like manner; and if said city commission member chooses not to make such additional nomination(s), then one or more of the other city commission members may nominate candidates to fill the position in like manner.~~

The leisure services advisory board shall consist of eleven (11) members who shall be appointed by the city commission. All members shall be residents of the city and shall serve in accordance with section 2-206 of this *Code* and other applicable requirements.

The mayor and each city commissioner shall nominate a person to serve as members of the board, and shall by consensus nominate one person to serve at-large. In addition, the city commission shall consider nominations provided by each of the following youth sports organizations: Ormond Beach Youth Baseball & Softball Corp.; Ormond Beach Youth Basketball Association, Inc.; Ormond Beach Soccer Club, Inc.; Ormond Beach Youth Football and Cheerleaders Association, Inc.; and Ormond Beach Pride, Inc.

All members of the leisure services board shall be approved by majority vote of the city commission. In the event the city commission does not approve a nominee, the city commission member or youth sports organization that made such nomination may make such additional nominations as may be necessary to obtain approval. If the said city commission member or youth sports organization chooses not to make an additional nomination, then one or more of the other city commission members may offer a nomination.

(b) *Purpose.* (no change in text)

(c) *Meetings.* (no change in text)

(d) *Officers.* (no change in text)

(e) *Terms.* ~~The terms of office for those leisure services advisory board members that were appointed by Resolutions 2008-23, 2008-56, 2008-231, and 2009-126 shall expire the day prior to the first regularly scheduled city commission meeting in January 2011. Thereafter,~~ M~~m~~members shall be appointed or re-appointed to serve two-year terms that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year. Any vacancy in an unexpired term shall be filled in the same manner as the original appointment for the remainder of the term. A member of the leisure services advisory board may be removed by the city commission ~~only~~ for cause ~~and~~ after being ~~given~~ provided a written statement of the charges ~~against him~~ and a public hearing thereon, if ~~he~~ so ~~requests~~ requested.

(f) *Quorum; vote requirements.* (no change in text)

(g) *Procedures.* (no change in text)

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

PASSED UPON at the first reading of the City Commission, this 16th day of May, 2023.

PASSED UPON at the second and final reading of the City Commission, this 6th day of June, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

CITY OF ORMOND BEACH
FLORIDA

TO: Joyce Shanahan, City Manager

FROM: Robert Carolin, Leisure Services Director

DATE: April 13, 2023

SUBJECT: Outcome Summary
Leisure Services Advisory Board Meeting
April 12, 2023

The following details of the actions taken by the Leisure Services Advisory Board at its April 12, 2023 meeting:

1. Composition of the Leisure Services Advisory Board

A motion was made by Lucy Jackman to eliminate the Friends of Recreation position and the Girls Softball position, resulting in the reduction of membership from 13 to 11 members. Lindsey Wolf seconded the motion. The motion was passed unanimously.

Email cc: Mayor and City Commissioners
Kelly McGuire, Financial Director
Leisure Services Advisory Board

CITY OF ORMOND BEACH FLORIDA

TO: Susan Dauderis, City Clerk

FROM: Robert Carolin, Leisure Services Director

DATE: December 14, 2022

SUBJECT: Leisure Services Advisory Board Member Positions

The following details the action by the Leisure Services Advisory Board at its December 14, 2022 meeting:

1. The Leisure Services Advisory Board voted on December 14th, to eliminate the Friends of Recreation position and the Softball Representative position. The Board voted 6-1 to approve the recommendation. Additionally, the new Pride Football Representative position is confirmed to be held by Dennis King.

Email cc: Joyce Shanahan, City Manager

Claire Whitley, Assistant City Manager

Robert Carolin, Director of Leisure Services